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court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of this Agreement, as a court would. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or this Agreement is void or voidable. The arbitration will be conducted by the American Arbitration Association ('AAA') under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org). A form for initiating arbitration proceedings is available on the AAA's website at [www.adr.org](http://www.adr.org). The arbitrator will decide the substance of all claims in accordance with the laws of the State of Missouri, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total amount of the invoice presented to you by HerbalXchange or (b) \$100.00. Furthermore, in the event you file a claim, lawsuit, or demand for monetary relief against HerbalXchange regarding the services provided to you by HerbalXchange and HerbalXchange prevails, HerbalXchange shall have the right to collect from you its reasonable costs and attorney's fees. or (b) \$100.00. Furthermore, in the event you file a claim, lawsuit, or demand for monetary relief against HerbalXchange regarding the services provided to you by HerbalXchange and HerbalXchange prevails, HerbalXchange shall have the right to collect from you its reasonable costs and attorney's fees. or (b) \$100.00. Furthermore, in the event you file a claim, lawsuit, or demand for monetary relief against HerbalXchange regarding the services provided to you by HerbalXchange and HerbalXchange prevails, HerbalXchange shall have the right to collect from you its reasonable costs and attorney's fees.

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MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of this Agreement, as a court would. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or this Agreement is void or voidable. The arbitration will be conducted by the American Arbitration Association ('AAA') under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org). A form for initiating arbitration proceedings is available on the AAA's website at [www.adr.org](http://www.adr.org). The arbitrator will decide the substance of all claims in accordance with the laws of the State of Missouri, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total amount of the invoice presented to you by HerbalXchange or (b) \$100.00. Furthermore, in the event you file a claim, lawsuit, or demand for monetary relief against HerbalXchange regarding the services provided to you by HerbalXchange and HerbalXchange prevails, HerbalXchange have the right to collect from you its reasonable costs and attorney's fees. believes the information you provide in your registration is not correct, current, or complete or is an impersonation of someone else, we have the right to refuse you access to this site or any of its resources, to terminate or suspend your access at any time, and delete any comments you have posted, all without prior notice. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Registration, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company. Password/Security Any passwords created in your registration are for individual use only. You will be responsible for the security of your password (if any) and you agree to accept responsibility for all activities that occur under your account or password. Fees and payment terms You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. By providing HerbalXchange with your credit card number and associated payment information, we are authorized to immediately invoice your Account for all fees and charges due and payable to HerbalXchange hereunder and that no additional notice or consent is required. You agree to immediately notify HerbalXchange of any change in your billing address or the credit card used for payment hereunder. HerbalXchange reserves the right at any time to change its prices and billing methods. HerbalXchange's fees are net of any applicable Sales Tax and you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes.

Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that HerbalXchange is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax. License to use this site Subject to your compliance with these Terms of Service, we or our content providers (as applicable) grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and noncommercial use of the materials and content (collectively, the "Content") on this Site. This license does not allow you to resell or make any commercial use of the Site, its Content or our products sold through the Site; make any derivative use of any of our Content; download, copy, or other use any account information for the benefit of any third party; or use any data mining, robots, or similar data gathering and/or extraction tools. All rights not expressly granted to you in these Terms of Service are reserved and retained by us or our licensors, suppliers, publishers, rights-holders, or other content providers. No Content on, or product sold through, this Site may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our prior express written consent. You may not misuse our products or Content. You may use our Site only as permitted by law and these

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