

DOCTORS OPTIMAL FORMULA, LLC TERMS OF SERVICE

DOCTORS OPTIMAL FORMULA, LLC (“**DOF**” OR “**WE**”) MAINTAINS THIS WEBSITE (THE “**SITE**”) TO PROMOTE DOCTORS OPTIMAL FORMULA PRODUCTS AND FOR YOUR PERSONAL EDUCATION, INFORMATION, ENJOYMENT AND COMMUNICATION. PLEASE READ AND ABIDE BY THE “TERMS OF SERVICE” WHEN USING THE SITE.

BY ACCESSING AND/OR USING ANY PART OF THE SITE, YOU ARE UNCONDITIONALLY AGREEING TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE.

REFERENCES IN THESE TERMS OF SERVICE TO “**YOU**” OR “**YOUR**” REFER TO YOU--THE PERSON DESIRING TO ACCESS AND USE OF THE SITE.

1. THE PRODUCTS ON THE SITE HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION (FDA). THE PRODUCTS ON THE SITE ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. INFORMATION ON THE SITE IS SOLELY PROVIDED TO PROMOTE DOCTORS OPTIMAL FORMULA PRODUCTS IN THE UNITED STATES.

2. THE INFORMATION PROVIDED ON THE SITE IS NOT MEANT TO SUBSTITUTE FOR THE ADVICE PROVIDED BY YOUR OWN PHYSICIAN. IF YOU SUSPECT A MEDICAL PROBLEM OR HAVE ANY CONCERNS REGARDING THE USE OF ANY OF OUR PRODUCTS, YOU SHOULD CONTACT A HEALTH CARE PROVIDER IMMEDIATELY.

3. DOCTORS OPTIMAL FORMULA PROTECTS AND ENFORCES THE INTELLECTUAL PROPERTIES ASSOCIATED WITH ITS PRODUCTS AND SITE. ALL ASSOCIATED TEXTUAL, VISUAL AND AUDIO CONTENT CONTAINED ON THE SITE ARE COPYRIGHTED. ANY INFRINGEMENT WILL BE AGGRESSIVELY ENFORCED TO THE FULLEST EXTENT OF THE LAW. YOU ARE NOT PERMITTED TO CREATE A LINK TO ANY PART OF OUR SITE WITHOUT OUR WRITTEN APPROVAL.

4. DOCTORS OPTIMAL FORMULA MAKES ALL REASONABLE EFFORTS TO ENSURE THE ACCURACY OF THE MATERIAL PROVIDED FOR ON THE SITE. HOWEVER, IT MIGHT CONTAIN TECHNICAL AND/OR TYPOGRAPHICAL ERRORS. DOCTORS OPTIMAL FORMULA ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS WITH RESPECT TO THE SITE OR TO ANY LINKED SITE.

FURTHERMORE, INFORMATION CONTAINED ON THE SITE IS PROVIDED "AS-IS" WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE PURPOSE OR MERCHANTABILITY OF ANY MATERIAL AND/OR PRODUCT ON THE SITE.

USE OF THE SITE IS AT YOUR OWN RISK. YOU ARE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LOCAL LAWS WHEN USING THE SITE OR ANY OF THE ASSOCIATED PRODUCTS. DOCTORS OPTIMAL FORMULA ASSUMES NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR ANY OTHER DAMAGE(S) ASSOCIATED WITH YOUR USE OF THE SITE, INCLUDING BUT NOT LIMITED TO BROWSING, DOWNLOADING, PURCHASING, OR ANY OTHER ACTIVITY ASSOCIATED WITH OUR SITE.

5. FROM TIME TO TIME, DOCTORS OPTIMAL FORMULA RESERVES THE RIGHT TO REVISE THE MATERIAL, PRODUCTS, COMPENSATION PLAN(S) AND ASSOCIATED PRICES CONTAINED IN THE SITE AS WELL AS THE TERMS OF SERVICE. YOU ARE BOUND TO ANY AND ALL SUCH REVISIONS. IT IS YOUR RESPONSIBILITY TO PERIODICALLY REVIEW THE SITE AND TERMS OF SERVICE.

6. ANY INFORMATION WE OBTAIN FROM YOU OR ABOUT YOU, WHILE USING THE SITE, IS NOT PROTECTED AND CONSIDERED THE PROPERTY OF DOCTORS OPTIMAL FORMULA. YOU FURTHER AGREE THAT WE MAY USE THIS INFORMATION FOR COMMUNICATION AND MARKETING PURPOSES,

DIRECTLY OR INDIRECTLY, VIA ELECTRONIC, PHONE, MAIL OR ANY OTHER MEANS AVAILABLE.

7. IN CASE ANY ONE OR MORE OF THE PROVISIONS OF THE TERMS OF SERVICE ARE INVALID, ILLEGAL AND/OR UNENFORCEABLE IN ANY RESPECT, NO OTHER PROVISION OF THE TERMS OF SERVICE SHALL BE AFFECTED, AND THE TERMS OF SERVICES SHALL BE CONSTRUED AS IF THE INVALID, ILLEGAL AND/OR UNENFORCEABLE PROVISIONS HAD NEVER BEEN INCLUDED.

8. DOCTORS OPTIMAL FORMULA, LLC IS A FLORIDA LIMITED LIABILITY CORPORATION AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. BY USING THIS SITE, YOU AGREE TO ABIDE TO THE TERMS OF SERVICE AND SUBMIT TO THE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED IN JACKSONVILLE, FLORIDA (USA) FOR PURPOSES OF LITIGATING ANY CLAIM OR LAWSUIT ARISING IN CONNECTION WITH THE TERMS OF SERVICE, USE OF THE SITE OR PRODUCTS CONTAINED HEREIN. IN THE EVENT OF ANY LITIGATION RELATING TO OR ARISING IN CONNECTION WITH THE TERMS OF SERVICE, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES AND COSTS FROM THE NON PREVAILING PARTY.

9. IF ORDERING OUR PRODUCTS AND/OR BECOMING AN INDEPENDENT CONSULTANT, YOU AGREE TO THE FOLLOWING:

- a) YOU ARE 18 YEARS OF AGE OR OLDER
- b) WHEN SELLING THE PRODUCT, YOU AGREE TO ONLY SELL IT TO CUSTOMERS 18 YEARS OF AGE OR OLDER
- c) YOU AGREE TO CONTRACT ELECTRONICALLY WITH US
 - a. FOR THE PRODUCTS AND/OR SERVICES REQUESTED
 - b. TO BE LEGALLY BOUND BY THE SITE'S TERMS OF SERVICE

- c. IF BECOMING AN INDEPENDENT CONSULTANT, YOU AGREE TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS AS SET FORTH IN THE [POLICIES AND PROCEDURES](#) DOCUMENT AS WELL AS THE INDEPENDENT CONSULTANT SERVICES AGREEMENT AS NOTED:
- i. CONSULTANT'S RELATIONSHIP WITH DOCTORS OPTIMAL FORMULA, LLC IS THAT OF AN INDEPENDENT CONTRACTOR, AND NOTHING IN THIS AGREEMENT IS INTENDED TO, OR SHOULD BE CONSTRUED TO, CREATE A PARTNERSHIP, AGENCY, JOINT VENTURE OR EMPLOYMENT RELATIONSHIP
 - ii. AS CONSULTANT IS AN INDEPENDENT CONTRACTOR, (S)HE SHALL NOT BE ENTITLED TO ANY BENEFITS THAT MAY BE AVAILABLE TO DOCTORS OPTIMAL FORMULA, LLC'S EMPLOYEES
 - iii. CONSULTANT HEREBY AGREES TO UTILIZE HIS/HER BEST EFFORTS IN PERFORMING THE CONSULTING SERVICES
 - iv. CONSULTANT IS NOT AUTHORIZED TO MAKE ANY REPRESENTATION, CONTRACT OR COMMITMENT ON BEHALF OF DOCTORS OPTIMAL FORMULA, LLC
 - v. CONSULTANT'S COMPENSATION IS BASED ON THE THEN CURRENT COMPENSATION PLAN AS NOTED IN THE SITE
 - vi. DOCTORS OPTIMAL FORMULA WILL REPORT THE COMPENSATION PAID TO CONSULTANT BY FILING A 1099-MISC WITH THE INTERNAL REVENUE SERVICE
 - vii. CONSULTANT IS SOLELY RESPONSIBLE FOR FILING, IN A TIMELY FASHION, ANY AND ALL TAX RETURNS AND REQUIRED PAYMENTS MADE TO ANY FEDERAL,

STATE AND/OR LOCAL TAX AUTHORITY WITH RESPECT TO THE REVENUE GENERATED BY SALES AND/OR COMMISSIONS RECEIVED

- viii. DURING THIS AGREEMENT AND FOR A PERIOD OF TWO YEARS IMMEDIATELY FOLLOWING THE TERMINATION OF THIS AGREEMENT, CONSULTANT AGREES NOT TO INTERFERE WITH THE BUSINESS OF DOCTORS OPTIMAL FORMULA IN ANY MANNER WHATSOEVER. FURTHERMORE, CONSULTANT AGREES NOT TO INDUCE OR SOLICIT ANY EMPLOYEE OR INDEPENDENT CONSULTANT TO TERMINATE OR BREACH THIS AGREEMENT, AN EMPLOYMENT OR ANY OTHER CONTRACTUAL RELATIONSHIP WITH DOCTORS OPTIMAL FORMULA, LLC.

THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING THE SITE, USING ANY SERVICE PROVIDED HEREIN AND/OR BECOMING AN INDEPENDENT CONSULTANT FOR DOCTORS OPTIMAL FORMULA, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF SERVICE CONTAINED HEREIN. PLEASE REVIEW THE ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS. IF YOU DO NOT CONSENT TO THESE TERMS OF SERVICE, THEN PLEASE DO NOT USE THE SITE.