

Terms and Conditions of Use

Effective Date: February 22, 2013

Welcome to the ROEHR Pharmaceuticals ("ROEHR") web site ("the Web site"). The Web site is offered as a service to our customers and consumers. ROEHR, its parents, subsidiaries, and affiliates appreciate your interest in ROEHR's products and services and its Web site. The following terms and conditions of use ("T&C") set forth the basic rules that govern your use of the Web site. **PLEASE READ THE T&C CAREFULLY BEFORE USING THE WEB SITE. THESE T&C GOVERN YOUR USE OF THE WEB SITE, AND IF YOU DO NOT AGREE TO THE TERMS STATED BELOW, YOU SHOULD NOT USE THE WEB SITE.**

1. Introduction

Your use of the Web site constitutes your knowledge, understanding, and acceptance of the T&C, and your agreement to be bound by the T&C. ROEHR may change, edit, modify, delete, revise, or update the T&C from time to time without notice, and your use of the Web site after any changes, edits, modifications, deletions, revisions, or updates are posted to the Web site constitutes your agreement to comply with the posted T&C. By using the Web site, you represent and warrant that you are at least the legal age of majority in your state, territory, province, or country residence. If you are not the legal age of majority in your state, territory, province, or country of residence, you do not have permission to use the Web site.

2. Disclaimer

Information on the Web site is provided for informational purposes only and is not intended as a substitute for the advice provided by your physician or other healthcare professional or any information contained on or in any product label or packaging. You should not use the information on this web site for diagnosing or treating a health problem or disease, or prescribing any medication or other treatment. You should always speak with your physician or other healthcare professional before taking any medication or nutritional, herbal or homeopathic supplement, or adopting any treatment for a health problem. For any products or services purchased from the Web site, you should read carefully all product packaging and instructions. If you have or suspect that you have a medical problem, promptly contact your health care provider. Never disregard professional medical advice or delay in seeking professional advice because of something you have read on the Web site. **Information provided on the Web site and the use of any products or services purchased from the Web site by you DOES NOT create a doctor-patient relationship between you and ROEHR or any of the physicians that may be affiliated with the Web site. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease.**

3. Trademarks

The trademarks, trade names, trade dress, logos, and service marks (collectively, the "Trademarks") displayed on the Web site are the registered and/or unregistered Trademarks of ROEHR Pharmaceuticals, or such third-party licensors that may own the displayed Trademarks. Nothing contained on the Web site or in the T&C serves to grant to you, by implication or otherwise, any license or right to use any Trademarks displayed on the Web site without the written permission of ROEHR or such third-party licensors that may own the displayed Trademarks.

4. Web site Contents and Copyright

The text, Trademarks, logos, images, graphics, photos, digital video and audio files, application functionality, or any other digital media, and their arrangement on the Web site ("Content") are all subject to patent, copyright, trademark and other intellectual property protection. Content may not be copied for commercial use or distribution, nor may Content be modified, processed, or reposted to other websites.

Access to and use of the Web site are allowed solely for your purchase of ROEHR products and services, information, education, and communication with ROEHR. You may download, copy or print the Content of the Web site for your non-commercial limited use only. No right, title, or interest in any of the Content of the Web site is transferred to you as a result of any downloading, copying, printing or use of the Web site.

5. User Comments and Other Submissions

While ROEHR desires to receive feedback from its customers, please do not send ROEHR any unsolicited creative or original concepts, ideas, materials or products, confidential or proprietary information, or the like (“Unsolicited Submission(s)”). ROEHR is under no obligation to use or compensate you for your Unsolicited Submissions. ROEHR will not respond to you regarding your Unsolicited Submissions, and your Unsolicited Submissions will not be returned to you and will not be treated as confidential information.

6. License to Use Submissions

The Web site may provide you with the opportunity to submit user-generated or third-party (“Solicited Submissions.”) By submitting Solicited Submissions to the Web site, you represent that you own or have unencumbered, transferable rights and permissions, including, without limitation, the right of publicity and any applicable waivers to the Solicited Submissions. Your Solicited Submission may not contain photographs or digital or video images that depict a child or minor that is under legal age of majority in their state, territory, province, or country of residence. If you make a Submission to the Web site, you automatically grant ROEHR a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, royalty-free license for ROEHR to use that Solicited Submission for any lawful purpose whatsoever, including, without limitation, the right to sublicense that Submission to third parties for their lawful uses and purposes. Subject to existing laws, you waive any moral rights that you or your licensors may have in any Solicited Submission.

From time to time ROEHR may offer you invitations to special ROEHR-sponsored events. As consideration for your attendance at ROEHR-sponsored events, ROEHR or its authorized photographers or videographers may capture still, video, or audio images of you (“Images”). In connection with the Images, you waive any right of publicity and privacy, and grant ROEHR and its third-party service providers (“Released Parties”), a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, royalty-free license for ROEHR to use the Image for any lawful purpose whatsoever, including, without limitation, the right to sub-license the Images for their lawful uses and purposes, including, without limitation, all services contemplated in connection with this Release (“License”). Subject to existing laws, you waive any moral rights that you may have in any Images.

7. No Endorsement or Liability for User-Generated or Third-Party Content

Although third-party or user-generated Solicited Submissions may be posted on the Web site, the posting of those Solicited Submissions does not constitute ROEHR’s endorsement of those Solicited Submissions. ROEHR is not responsible or liable for any claim, including, without limitation, loss or injury to real, tangible, or intellectual property, violations of personal privacy, or publicity rights, actual, consequential or punitive damages, personal injury, or wrongful death in connection with third-party or user-generated Solicited Submissions.

8. Third-Party Links

To the extent that the Web site may allow third-party links, those links may direct you to third-party websites that are not affiliated with ROEHR. ROEHR is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions (“Third-Party Products”) made in connection with any third-party websites. Please review carefully the third party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding Third-Party Products should be directed to the third party.

9. Copyrights and Digital Millennium Copyright Agents

Pursuant to our rights under the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on the Web site. Our copyright agent is ROEHR’s intellectual property counsel. Our intellectual property counsel can be reached at (954) 764-6495, confidential@roeher-pahrma.com or via U.S. Mail at: ROEHR Intellectual Property Counsel, 1011 East Last Olas Blvd, Fort Lauderdale, Florida 33301.

10. DMCA Infringement Notification

To be effective, your infringement notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material or content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or have access disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and email address where the complaining party may be contacted;
5. The following statement: “I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law”; and
6. The following statement: “The information in this notification is accurate, and under penalty of perjury, I swear that I am the copyright owner or that I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

Upon receipt of the written notification containing the information as outlined in 1 through 6 above:

1. ROEHR will remove or disable access to the content that is alleged to be infringing;
2. ROEHR will forward the written notification to the alleged infringer; and
3. ROEHR will take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the content.

DMCA Infringement Counter Notification

Pursuant to the DMCA, after the alleged infringer receives a notice of infringement from ROEHR, the alleged infringer will have the opportunity to respond to ROEHR with a counter notification (“Counter Notification”). To be effective, a Counter Notification must be a written communication provided to ROEHR’s designated copyright agent, and must include the following:

1. A physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
3. The following statement: “I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled”; and
4. The subscriber’s name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the federal district court for the judicial district in which the subscriber address is located, or if the subscriber’s address is outside of the United States, or any judicial district in which ROEHR may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon the copyright agent's receipt of a Counter Notification containing the information as outlined in 1 through 4 above, the DMCA provides that the removed material will be restored or access re-enabled and we will comply with this requirement as required by law, provided that the designated agent has not received notice from the original complaining party that an action has been filed seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our network.

11. Prohibited Uses

In addition to other prohibitions as set forth in the T&C, you are prohibited from using the Web site or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Web site, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish (email fraud), pharm (web traffic redirection fraud), pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Web site, other websites, or the Internet. We reserve the right to terminate your use of the Web site for violating any of the prohibited uses.

12. Registration, Accounts and Passwords

You are responsible for the personal protection and security of any password or username that you may use to access the Web site, if any. You are responsible for all direct or indirect damages and liable for all activity conducted on the Web site that can be linked or traced back to any prohibited uses of the Web site conducted under your username or password. You are obligated to immediately report a lost or stolen password or username to ROEHR.

13. Web site Updates

ROEHR undertakes no obligation to update, amend or clarify information on the Web site, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Web site should be taken to indicate that all information on the Web site has been modified or updated. Please remember when reviewing information on the Web site that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on the Web site to become inaccurate or incomplete.

On occasion, information on the Web site may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions related to product availability, special offers, product promotions, pricing information, product descriptions, or product shipping charges and transit times. ROEHR reserves the right to, at any time without prior notice, correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Web site is inaccurate (including after you have submitted your order).

14. Service and Pricing Information

Prices posted, if any, on the Web site are for informational purposes only, unless stated otherwise, and ROEHR reserves the right to change prices or fees for services any time prior to an actual purchase. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or services are subject to change at any time without notice at the sole discretion of ROEHR. ROEHR reserves the right to discontinue any products or services at any time. Any offer for any promotion or service made on the Web site is void where prohibited.

The Web site, Content, product information, and any products and services sold through the Web site are intended to comply with U.S. laws and regulations. If you are a non-U.S. user, be advised that other countries may have laws, regulatory requirements, and product safety requirements that are different than those established in the U.S.

15. Limitations on Liability

YOU ACKNOWLEDGE, BY YOUR USE OF THIS SITE: (1) THAT YOUR USE OF THE WEB SITE IS AT YOUR SOLE RISK; (2) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT THAT YOU USE IN CONNECTION WITH YOUR USE OF THIS WEB SITE; (3) THAT ROEHR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OR INABILITY TO USE THE WEB SITE, INCLUDING, WITHOUT LIMITATION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, COMPUTER VIRUS, OR NETWORK OR INTERNET FAILURE, OR INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOST PROFITS AND/OR LOSS OF OR DAMAGE TO PROPERTY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF ROEHR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (4) THIS SITE USES COOKIES, AND BY NOT SETTING YOUR INTERNET BROWSER SETTINGS TO REJECT COOKIES AND CONTINUING TO USE OUR SITE, YOU CONSENT TO OUR USE AND OUR THIRD-PARTY LICENSORS' USE OF COOKIES. IN NO EVENT WILL ROEHR'S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THIS SITE EXCEED FIFTY (\$50) DOLLARS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. ROEHR'S AND ITS AFFILIATES', AGENTS', LICENSORS' AND SUPPLIERS' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

16. Disclaimer

THE CONTENT PROVIDED ON THE WEB SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." ROEHR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ITS USE, AVAILABILITY, CONTENT ACCURACY, APPROPRIATENESS OR PERFORMANCE OF THE WEB SITE. AS A USER, YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR ITS USE OR NON-USE, AND ROEHR MAKES NO REPRESENTATION THAT THE CONTENT APPEARING ON OR DOWNLOADED FROM THE WEB SITE IS COMPATIBLE WITH YOUR COMPUTER OR FREE FROM ERROR OR VIRUSES. NO ROEHR EMPLOYEE, AGENT OR REPRESENTATIVE IS AUTHORIZED TO MODIFY OR AMEND THIS WARRANTY. TO THE EXTENT ALLOWABLE BY EXISTING LAW, ROEHR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEB SITE AND CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

ROEHR RESERVES THE RIGHT TO ALTER OR REMOVE WEB SITE CONTENT, OR SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND ROEHR WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF THAT ACTION.

ROEHR PRODUCTS AND SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, INCLUDING, WITHOUT LIMITATION, ANALYSIS, DIAGNOSIS, OR TREATMENT OF GENERAL OR SPECIFIC MEDICAL CONDITIONS. ALWAYS SEEK THE ADVICE OF A LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL WITH ANY QUESTIONS YOU

MAY HAVE REGARDING YOUR GENERAL HEALTH OR SPECIFIC MEDICAL CONDITIONS. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR SYMPTOMS THAT MAY BE RELATED TO SERIOUS MEDICAL CONDITIONS. ROEHR DOES NOT PROVIDE MEDICAL ADVICE AND YOU SHOULD NEVER DELAY SEEKING TREATMENT FROM A LICENSED PHYSICIAN OR QUALIFIED MEDICAL PROFESSIONAL BASED ON YOUR USE OF THE SERVICES.

ROEHR IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, PRODUCTS OR SERVICES THAT YOU MAY OBTAIN FROM THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, MEDICAL PROFESSIONALS, PHYSICIANS, OR ANY OTHER OR HEALTHCARE ADVISORS.

RELIANCE ON ROEHR PRODUCT AND SERVICES IS SOLELY AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY AND CORRECTNESS OF ANY MEDICAL INFORMATION OR DATA THAT YOU PROVIDE TO ROEHR OR OTHERS THROUGH THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE ACCURACY, CORRECTNESS, AND CONSENT TO ACCESS PERSONAL MEDICAL INFORMATION OR DATA THAT MAY BE USED BY ANY THIRD PARTIES.

17. Indemnification

YOU AGREE TO INDEMNIFY AND HOLD ROEHR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATED TO YOUR USE OF THE WEB SITE OR BREACH OF THESE TOU.

18. Release

ALL USERS OF THE WEB SITE ACKNOWLEDGE AND AGREE THAT ROEHR AS AN INDEMNIFIED PARTY IS RELEASED, DISCHARGED, AND HELD HARMLESS FROM ANY AND ALL LIABILITY FROM THIRD-PARTY CLAIMS MADE IN CONNECTION WITH THE WEB SITE, INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND PERSONAL INJURY, MONEY DAMAGES, OUT-OF-POCKET AND COURT COSTS, ATTORNEY'S FEES, DAMAGE TO TANGIBLE PROPERTY OR REPUTATION, INCLUDING, WITHOUT LIMITATION, LIBEL, DEFAMATION, RIGHT OF PUBLICITY AND INVASION OF PRIVACY. ROEHR RESERVES ITS RIGHT TO ALL FORMS OF EQUITABLE AND LEGAL RELIEF RELATED TO FRAUD OR ILLEGAL ACTIVITY CONNECTED TO THE USE OF THE WEB SITE.

19. Termination

ROEHR may terminate the T&C at any time and may do so immediately without notice and, accordingly refuse or terminate your access to the Web site, if, in ROEHR's sole discretion, you fail to comply with any term or condition of the T&C.

20. Choice of Law and Forum

These T&C will be governed and construed in accordance with the laws of the State of Florida, USA, without regard to its conflicts of law rules. For all disputes arising out of or relating to the Web site or T&C, you submit to exclusive personal jurisdiction and venue of the state and federal courts located in Broward County, Florida.

21. Notice and Consent to Electronic Communications

When you visit the Web site or send e-mails to us, you are communicating with us electronically. You

consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Web site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be signed in writing.

22. Privacy Statement

ROEHR is committed to protecting the privacy of the visitors to the Web site. For information on how information is collected, used, or disclosed by ROEHR in connection with your use of the Web site, please consult our Privacy Policy, which is incorporated into the T&C by reference.

23. No other Agreements

The provisions and conditions of the T&C constitute the entire agreement between you and ROEHR related to the use of the Web site and supersedes any prior agreements or understandings not incorporated in the T&C. The T&C are effective as of the Effective Date. Continued use of the Web site by you after the Effective Date constitutes your acceptance of the T&C after the Effective Date.

Should you have any questions concerning the T&C, or if you desire to contact ROEHR for any reason, please contact confidential@roeher-pharma.com.