



Terms and Conditions

Overview

Welcome to Kavana Health and our Terms and Conditions, hereinafter referred to as these “Terms.” These Terms are important as they affect your visit with us today and your relationship with Kavana Health products.

By accessing or using www.KavanaHealthstore.com, mobile applications, or any other site provided by Kavana Health you agree to be bound by these Terms, and you are asserting it is your intention to be bound by these Terms and all other Terms incorporated by reference herein. The legal agreements set out below govern your use of Kavana Health websites. Your access and use of Kavana Health websites constitutes your intention to be bound by a contractual relationship between you and Kavana Health. If you do not agree to these Terms, you may not access this website, receive any of its product, and must exit the site immediately.

Kavana Health reserves the right to update, modify, and/or amend these Terms periodically, and without notice, at its sole discretion. Kavana Health will maintain its websites with the most current Terms and reflect the most current version and version date. By continuing to use this site, you are asserting it is your intention to be bound by the revised Terms and all the terms incorporated by reference. Kavana Health suggests reviewing the Terms and verifying whether the Terms have been revised periodically to ensure you understand the Terms that affect you as a member of Kavana Health and receive its products.

Kavana Health reserves the right to change any and all Content and to modify, suspend or stop providing access to the sites (or any features or functionality of the sites) and the Products at any time without notice and without obligation or liability to you. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

Note that Section 9 contains a mandatory, binding arbitration provision that requires the use of arbitration on a case-by-case basis and limits the remedies available to you in the event of certain disputes. Please read this and all other provisions very carefully as they involve your legal rights.

DEFINITIONS

“Purchaser” is defined by any person who purchases, or has purchased a product of Kavana Health.



“User” is defined by any person who has agreed to the Terms & Conditions of Kavana Health websites by remaining on the website, or purchasing product.

1. Privacy Policy:

Please visit [Kavana Health Privacy Policy](#) for information on how we collect, store, share, dispose, use, and disclose your Personal Information.

2. Age Requirements:

Kavana Health websites are not targeted or intended for the use of any person under the age of 18. By entering this site you represent and warrant that you are above the age of 18. You further warrant that you have not previously been barred from entering this site or have previously engaged in unlawful conduct while on this site and have full power and authority to enter into these Terms.

3. Purchase Authorization:

By purchasing Kavana Health products, the Purchaser warrants that they are authorizing Kavana Health to charge their credit card or bank account for the full amount of their purchase. Furthermore, the Purchaser is warranting that they are the person listed as an authorized user on the credit card and/or bank account. If the Purchaser’s name is not listed on the account as an authorized user, by providing the payment information, the Purchaser is warranting that they have full permission from the authorized/responsible party to use the authorized/responsible party’s payment information, even if the responsible party is unaware of this particular purchase or the Purchaser has exceeded the purchasing authority. The Purchaser is responsible for compliance with this agreement and assumes all risk in the event that sharing access to such payment method limits any protection offered by the payment method provider.

Please be advised that your account may be debited by our merchant account, and your issuing bank may charge a small processing fee. Please be advised that www.KavanaHealthStore.com nor Kavana Health is responsible for any processing fees that your bank may impose on your account. Credit card charges will appear as: kavanahealthstore.com.

4. Shipping Policy:

Purchaser will be responsible for all shipping costs. Due to current laws surrounding CBD, Kavana Health will not ship to Iowa, Idaho, Nebraska and South Dakota.

5. Return/Refund Policy:

We back our products with a 100% money back guarantee. We are happy to issue you a refund if you are not satisfied with the product for any reason. The price of the product is fully refundable within 30



days of the original date of purchase. To request a refund, please contact Customer Care at 1-833-355-5520, Monday-Friday, 9am-5pm Central or email your request to info@KavanaHealth.com with the subject line: Refund.

6. Customer Care:

If you have any questions or need help ordering or selecting a Kavana Health product, please contact us by calling toll-free at 1-833-355-5520. Our Customer Care hours are from 9:00 a.m. to 5:00 p.m. Central or send us an email to info@KavanaHealth.com.

7. User Conduct:

By entering into this site, you agree that you will not violate any law, contract, intellectual property, or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using www.KavanaHealthStore.com. You agree that you will abide by these Terms and will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from Kavana Health and such user;
- Use the www.KavanaHealthStore.com in any manner that could interfere with, disrupt, negatively impact or inhibit other users from fully enjoying the site or that could damage, disable, overburden or impair the functioning of the site in any manner;
- Reverse engineer any aspect of the site or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the site;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the site that you are not authorized to access;
- Develop any third party applications that interact with User Content or the site without our prior written consent;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the site, extract data or otherwise interfere with or modify the rendering of site pages or functionality;
- Use the site for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

PAYMENTS

During the checkout process, you will be asked to enter your payment details. By completing your payment details you confirm that the credit or debit card being used is yours. All fields indicated as required must be completed. Please note that we may collect and store your information, using an



encrypted secure payment mechanism and will only use your information in accordance with our Privacy and Cookie Policy.

8. User Content:

www.KavanaHealthStore.com may reroute the User to other sites which may allow users to create, post, share or store content, including, but not limited to, reviews, photos, videos, music, sound, text, graphics, code, items or other materials (collectively, "User Content"). In the event you decide to share your User Content with others through www.KavanaHealthStore.com or third party platforms, you understand that this User Content will be viewable by others in accordance with the privacy settings you establish. You agree that you are solely responsible for your User Content and for your use of any interactive features and areas of the sites.

By using the interactive features and areas of the sites, you further agree not to create, post, share or store any of the following:

- User Content that is false, misleading, unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- User Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- User Content that impersonates, or misrepresents your affiliation with, any person or entity;
- User Content that references or depicts Kavana Health or our Products but fails to disclose a material connection to us, if you have one (for example, if you are a Kavana Health employee or paid blogger);
- User Content that contains any unsolicited promotions, political campaigning, advertising or solicitations;
- User Content that contains any private or personal information of a third party without such third party's consent;
- User Content that contains any viruses, harmful, corrupted data, disruptive or destructive files or content; or
- User Content that, in our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying the sites or Products, or that may expose Kavana Health or others to any harm or liability of any type.



We are not responsible or liable for any User Content. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on third party sites at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on third party sites at your sole cost and expense.

9. Kavana Health Rights To User Content:

Kavana Health claims all ownership interest in your User Content. By uploading, posting or submitting User Content to other website or to our pages or feeds on third party social media platforms (e.g., Kavana Health Facebook page, Instagram page or Twitter feed, Reddit Feed, etc.), you hereby grant Kavana Health a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display your User Content, in whole or in part, and your name, likeness, voice and persona in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes.

By uploading, posting or submitting User Content to Kavana Health through other third party sites or through our pages or feeds on third party social media platforms, you represent and warrant that: (1) such User Content is non-confidential; (2) you own and control all of the rights to the User Content or you otherwise have all necessary rights to post such User Content; (3) you authorize Kavana Health to use such User Content for the purposes described in these Terms; (4) the User Content is accurate and not misleading or harmful in any manner; and (5) the User Content, and your use and posting thereof, does not and will not violate these Terms or any applicable law, rule, regulation or third party right.

10. Disclaimers:

Health Disclaimer:

Any statements on this site or any materials or supplements distributed or sold by Kavana Health™ and Kavana Health have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease. If you are pregnant, nursing, taking medication, or have a history of heart conditions consult with a physician before using any of our products. The results on all products are not typical and not everyone will experience the same results.

11. Consumer Disclaimer:

WWW.KavanaHealthStore.COM AND Kavana Health AND ITS AFFILIATES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS HEREINAFTER COLLECTIVELY REFERRED TO AS "AFFILIATES" ARE PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKE NO



REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. WWW.KavanaHealthStore.COM AND Kavana Health FULLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING EXPRESS WARRANTIES, IMPLIED WARRANTY OF MERCHANTABILITY, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE WEBSITE, CONTENT AND PRODUCTS, ANY WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM, AND ANY WARRANTIES THAT THE SITE OR PRODUCTS WILL BE FREE AND CLEAR FROM ANY ADVERSE LIEN OR SECURITY INTERESTS.

IN ADDITION, WWW.KavanaHealthStore.COM AND Kavana Health DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS CURRENT, COMPLETE, OR ACCURATE.

12. Limitations of Liability and Release:

EXCEPT AS SPECIFICALLY STATED ON THIS SITE, AND TO THE EXTENT PERMITTED BY LAW, NEITHER Kavana Health, NOR ANY OF ITS AFFILIATES WILL BE HELD LIABLE FOR ANY DAMAGES, PECUNIARY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE ACCESS OR USE OF ITS WEBSITE, CONTENT, ORDER, PRODUCT, RECEIPT OR USE OF ANY PRODUCT, OR THESE TERMS. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, COMPENSATORY, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, REVENUE, INCOME, PROFIT, LOSS OF USE, LOSS OF OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, DAMAGES FOR BUSINESS INTERRUPTIONS, LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURY, LOSS OF CONSORTIUM OR CLAIMS FOR THIRD PARTIES AND/OR DAMAGES RESULTING FROM THE RELIANCE OF ANY USER OF INFORMATION CONTAINED WITHIN THIS SITE, OR FROM MISTAKES, OMISSIONS, REPRESENTATIONS, INTERRUPTIONS, ERRORS, TROJAN HORSES, VIRUSES, DELAYS OF ANY SORT, WHETHER BY ACTS OF GOD OR OTHERWISE, BASED OUT OF TORT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO GENERAL NEGLIGENCE, STRICT PRODUCT LIABILITY, PROMISSORY ESTOPPEL, OR ANY OTHER LEGAL OR EQUITABLE REMEDY REGARDLESS OF SUCH DAMAGES ARE FORESEEABLE OR WITHIN THE ZONE OF INJURY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF Kavana Health AND THE OTHER AFFILIATES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO (1) THE ORDER, RECEIPT OR USE OF PRODUCTS PURCHASED FROM THE SITE EXCEED THE AMOUNT PAID FOR SUCH PRODUCTS; AND (2) THE ORDER, RECEIPT OR USE OF OR ACCESS OR USE OF THE WEBSITE OR CONTENT, EXCEED THE GREATER OF \$250 OR THE AMOUNT YOU PAID TO US IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE Kavana Health AND ALL OTHER AFFILIATE PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE



NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE Kavana Health AND ITS AFFILIATE PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH Kavana Health AND AFFILIATE PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

13. Arbitration:

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH Kavana Health AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

14. Binding Arbitration:

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Claims”) arising out of or related to a violation of Section 4: “User Conduct” or Lawsuits in which any party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Kavana Health agree to (1) waive your and Kavana Health’s respective rights to have any and all Claims arising from or related to these Terms, or the websites, Content or Products, resolved in a court, and (2) to waive your and Kavana Health’s respective rights to a jury trial. As an alternative, you and Kavana Health agree to arbitrate Lawsuits through binding arbitration (which is the referral of a Claim to one or more persons charged with reviewing the Claim and making a final and binding determination to resolve it instead of having the Claim decided by a judge or jury in court).

15. No Class Arbitrations, Class Action Suits, or Representative Actions of Any Kind:



You and Kavana Health agree that any Claim arising out of or related to these Terms or Content or Products is personal to you and Kavana Health and that such Claim will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Kavana Health agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Claim as a representative of another individual or group of individuals. Further, you and Kavana Health agree that a Claim cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

III. Federal Arbitration Act:

You and Kavana Health agree that these Terms affect interstate commerce and that the enforceability of this Section shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.

16. Informal Dispute Resolution Notice Requirement:

You and Kavana Health agree that each party will notify the other party in writing of any arbitratable or small claims Claim within forty (40) days of the date it arises, so that the parties can attempt in good faith to resolve the Claim informally. Notice to Kavana Health shall be sent by certified mail or courier to Kavana Health 3105 East Reno Avenue, Oklahoma City, Oklahoma 73117. Your notice must include (1) your name, postal address, telephone number, the email address you use or used for your Kavana Health account and, if different, an email address at which you can be contacted, (2) a full description in reasonable detail of the nature or basis of the Claim, and facts that make up the bases of your Claim; and (3) the specific relief which you are seeking. Our notice to you will be sent electronically and will include (1) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Claim (2) a description in reasonable detail of the nature or basis of the Claim, and (3) the specific relief that we are seeking. If you and Kavana Health agree how to resolve the Claim within thirty (30) days after the date notice is received by the applicable party, then either you or Kavana Health may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in Section 9(l), file a claim in court.

17. Arbitration Process:

Except for Claims arising out of or related to a violation of User Conduct or Claims in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Kavana Health agree that any Claims must be commenced or filed by you or Kavana Health within one (1) year of the date the Claim arose, otherwise the underlying claim is permanently barred (which means that you and Kavana Health will no longer



have the right to assert such claim regarding the Claim). You agree that: (1) any arbitration will occur in the State of Oklahoma, Oklahoma County; (2) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference; and (3) that the state or federal courts of the State of Oklahoma and the United States, respectively, sitting in the State of Oklahoma, Oklahoma City, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Claim in the small claims court located in the county of your billing address if the Claim meets the requirements to be heard in small claims court.

18. Arbitrator Authority:

As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have: (1) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Claim, including the determination of whether a Claim is arbitrable; and (2) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

VII. Judicial Arbitration and Mediation Services (“JAMS”):

The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

VIII. Opt Out of Arbitration:

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section by writing via certified mail or courier to: Kavana Health, 3105 East Reno Avenue, Oklahoma City, Oklahoma 73117. In order to be effective, the opt out notice must include your full name, email address you use or used through your Kavana Health account and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 10 below.

19. Governing Law and Venue:

These Terms, including those incorporated by reference, your access to and use of the website, your order, receipt and use of the Products shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of law, rules, or principles (whether of



the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Claim between the parties, that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of Oklahoma and the United States, respectively, sitting in the State of Oklahoma, Oklahoma County.

20. Indemnification:

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Kavana Health, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Affiliates"), from and against all actual or alleged Kavana Health or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the www.KavanaHealthStore.com, its Content or Products, (b) any User Content you create, post, share or store on or through the site or our pages or feeds on third party social media platforms, (c) any Feedback you provide, (d) your violation of these Terms, (e) your violation of the rights of another, and (f) any third party's use or misuse of the website or Products provided to you. You agree to promptly notify Kavana Health of any third party Claims and cooperate with Kavana Health in defending such Claims. You further agree that Kavana Health shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Kavana Health.

21. Copyrights:

Kavana Health reserves the right to prosecute for any copyright or patent infringement under Title 17 of the United States Code. All content, logos, slogans, trademarks, copyrighted materials, and other intellectual property belonging to Kavana Health may not be used without their express, written consent. The user may not (i) remove any copyright, trademark or other proprietary notices from any portion of www.KavanaHealthStore.com (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit (iii) decompile, reverse engineer or disassemble www.KavanaHealthStore.com; (iv) link to, mirror or frame any portion of www.KavanaHealthStore.com; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of www.KavanaHealthStore.com or unduly burden or hinder the operation and/or functionality of any aspect of www.KavanaHealthStore.com; or (vi) attempt to gain



unauthorized access to or impair any aspect of [www. KavanaHealthStore.com](http://www.KavanaHealthStore.com) or its related systems or networks.

22. Limited License Access:

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the www.KavanaHealthStore.com for noncommercial purposes, provided that such link does not portray Kavana Health or any of our Products in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing, pervasive, misleading or otherwise objectionable. This limited right may be revoked at any time. You may not use a Kavana Health logo or other proprietary graphics of Kavana Health to link to the website without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Kavana Health trademark, logo, or other proprietary information, including the images found on the website or Products, the content of any text or the layout or design of any page, or form contained on a page, on the website without our express written consent.

Kavana Health makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites. Such websites are not under our control, and we are not responsible for the contents of any linked or non-linked site, any link contained in a linked site, or any review, changes or updates to such websites. Any information referencing Kavana Health and/or its products within these websites does not imply our affiliation, endorsement or adoption of any site or any information contained therein. When you leave the www.KavanaHealthStore.com, you should be aware that our Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate to and from.

23. Miscellaneous:

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the website and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

24. Entirety:



These Terms constitute the entire agreement between you and Kavana Health relating to your access to and use of the [www. KavanaHealthStore.com](http://www.KavanaHealthStore.com) and your order, receipt and use of its Products. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Kavana Health. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Kavana Health's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

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