

## **TERMS OF USE**

Welcome to the family of websites provided by Stamina Products, Inc. and its affiliates and subsidiaries (collectively “Stamina”). This Terms of Use (referred to “Terms of Use” or “Agreement”) applies to all of the websites where it is posted (collectively “Stamina Sites”). By using one of the Stamina Sites, you accept this Agreement and certify that you are above the age of majority in your jurisdiction.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING ANY STAMINA SITE. BY CLICKING THE “I AGREE” BUTTON OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF A STAMINA SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, THE [PRIVACY POLICY](#), AND ANY UPDATES. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE.

Stamina may change the terms of this Agreement from time to time. By continuing to use the Stamina Sites after we post any such changes, you accept the Agreement, as modified. The most current version of this agreement, which supersedes all previous versions, can be reviewed by clicking on the “Terms of Use” Hyperlink located at the bottom of every page of a Stamina Site.

### **I. PRIVACY**

Please review our [Privacy Policy](#). The Privacy Policy is incorporated into, and is subject to, these Terms of Use, and the Terms of Use are incorporated into and made a part of the Privacy Policy. The Privacy Policy and Terms of Use are collectively referred to herein as the “Agreement.”

### **II. USE OF STAMINA SITES**

You certify that the information you provide on the Stamina Sites is accurate and complete. It is a condition of your use of this site that all the information you provide on this site is correct, current, and complete.

You are also responsible for the confidentiality of your password and for all statements made and acts or omissions that occur on your account.

Your account may be restricted for any reason, at our sole discretion. We may also change, restrict access to, suspend, or discontinue the Stamina Sites, or any portion of the Stamina Sites, at any time without notice.

As a condition of your use of the Stamina Sites, you warrant that you will not use the websites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, you may not (and may not authorize any party to) (1) cobrand the Stamina Sites, or (2) frame the Stamina Sites, or (3) hyperlink to the Stamina Sites, without the express prior written permission of an authorized representative of Stamina. For purposes of these Terms of Use, “cobranding” means to display a name, logo, trademark, or other means of attribution or

identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with Stamina in causing any unauthorized cobranding, framing, or hyperlinking immediately to cease. In addition, you may not use the Stamina Sites in any manner which could disable, overburden, damage, or impair the websites or interfere with any party's use or enjoyment of the websites. You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided through the Stamina Sites. You further agree not to violate or attempt to violate the security of the Stamina Sites.

### **III. PURCHASE OF PRODUCTS THROUGH STAMINA SITES**

#### **A. Orders, Pricing, and Payments**

You must be at least 18 years old to purchase products from Stamina Sites. Stamina strives to communicate accurate pricing and product information but will not be held responsible for any pricing, typographical, or other errors in such communications. Your order is subject to cancellation by Stamina, in Stamina's sole discretion. Unless otherwise agreed to by Stamina, payment must be received by Stamina prior to our acceptance of an order. Stamina may process payment for and ship parts of an order separately.

#### **B. Shipping and Delivery**

Product title passes to you when the Product is shipped. Delivery of items purchased from Stamina Sites to addresses outside the United States is limited.

#### **C. Promotional Codes**

Promotional codes are limited in nature and may expire or discontinue with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise offered to others. Promotional codes are not redeemable for cash and are subject to cancellation or change at any time for any reason.

### **IV. USER GENERATED CONTENT**

Stamina may allow users to submit and share comments, feedback, submissions, videos, suggestions, questions, reviews, and other content through the Stamina Sites ("User Content"). User Content should be communicated in English.

You understand that Stamina disclaims any and all liability for any User Content provided on the Stamina Sites, including any liability for any reliance on any User Content. You are reminded that all products featured on the Stamina Sites are to be used in accordance with the warnings and instructions that accompany the product. Serious bodily injury can occur if the product is not assembled and used correctly. Serious bodily injury can also occur if all warnings and instructions are not followed.

By submitting User Content, you warrant that (1) you are the sole author and owner of the User Content; (2) you are at least 18 years old; and (3) use of any User Content you supply will not

violate any terms of this Agreement and will not cause or contribute to any injury to any person or entity or otherwise violate any law.

You acknowledge that Stamina cannot monitor all User Content and acknowledge that You have no expectation that Stamina do so. You acknowledge that your use or reliance upon any User Content is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice, or recommendations posted or sent by any users and we specifically disclaim any and all liability in connection therewith. We do not confirm nor verify the qualifications, background, or abilities of users or the information they provide as User Content.

You further acknowledge that Stamina shall have the right, but not the obligation, to monitor the User Content of the Stamina Sites to determine compliance with this Agreement and any other operating rules that may be established by Stamina from time to time. Stamina shall have the right, in its sole discretion, to edit, move, delete, or refuse to post any User Content submitted to or posted on the Stamina Sites for any reason, whether for legal or other reasons. Notwithstanding this right of ours, you are solely responsible for any User Content you submit and you agree to indemnify Stamina and its affiliates for all claims resulting from any User Content you submit.

**A. License Grant for User Content**

If you make any submission to the Stamina Sites, you automatically grant and warrant that the owner of such content has expressly granted Stamina, a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content material in any media or medium, or any form, format, or forum now known or later developed. Stamina may sublicense its rights. You should not submit any User Content to us that you do not wish to license to us. Stamina is and shall be under no obligation (1) to maintain any User Content in confidence; (2) to pay any compensation for any User Content; or (3) to respond to any User Content. You grant Stamina the right to use the name that you submit in connection with any User Content.

**B. Rules of Conduct**

You agree that you will not submit any User Content on a Stamina Site that:

- Is false, inaccurate, or misleading;
- Contains your full name(s), or any other confidential identifiable information about yourself or others;
- Violates any local, state, federal, or international laws;
- Infringes on the rights of others, including patents, copyrights, trademarks, trade secrets, publicity or privacy rights;
- Is defamatory, abusive, harassing, threatening, an invasion of a right of privacy of another person, hateful, slanderous, or embarrassing to any other person or entity as determined by Stamina in its sole discretion;
- Is commercial, business-related, or advertises or offers to sell any products, services, or otherwise (whether or not for profit), or solicits other (including solicitations for contributions or donations) without prior written permission from Stamina;
- Are chain letters or pyramid schemes;

- Impersonates another business, person or entity, including Stamina, its related entities, employees, or agents;
- Contains viruses or other harmful computer code;
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or in any other manner;
- Is violent, vulgar, obscene, pornographic or otherwise sexually explicit, or otherwise harms or can reasonably be expected to harm any person or entity;
- Violates any policy posted on the Stamina Sites, or interferes with the use of the Stamina Sites by others.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

## **V. ACCOUNTS**

Some services on the Stamina Sites permit or require you to create an account to participate or to secure additional benefits. You agree and acknowledge that if you are creating an account you are at least 18 years old. You agree to provide, maintain, and update true, accurate, current and complete information about yourself as prompted by our registration processes. You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including but not limited to using another person's name, username, password, account information, likeness, voice, image or photograph. You also agree to notify us promptly at [webmaster@staminaproducts.com](mailto:webmaster@staminaproducts.com) of any unauthorized use of your name, username, password, account information, likeness, voice, image or photograph, or any other breach of security that you become aware of involving or relating to any Stamina Site.

You acknowledge that Stamina may suspend or terminate your account and your ability to use any Stamina Site or portion thereof for failure to comply with these Terms of Use, or any special terms related to a particular service, or at the sole discretion of Stamina.

You further acknowledge that Stamina reserves the right to fully cooperate with any law enforcement authorities, court order, or validly issued subpoena, requesting or directing Stamina to disclose the identity of anyone posting or providing User Content to any Stamina Site, or requesting or directing Stamina to disclose any User Content. **BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS STAMINA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY STAMINA DURING OR AS A RESULT OF ANY INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF ANY INVESTIGATION BY STAMINA, LAW ENFORCEMENT AUTHORITIES, OR A PARTY SUBPOENAING INFORMATION FROM STAMINA.**

## **VI. INTELLECTUAL PROPERTY**

The material and content accessible from any Stamina Site is the proprietary information of Stamina (the "Content"). Accordingly, the Content may not be copied, distributed, republished,

uploaded, posted, or transmitted in any way without the prior written consent of Stamina, except that you may access and view the Content solely for your own personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in this Agreement violates Stamina's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this site.

## **VII. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

Any product(s) you purchase from any Stamina Site is governed by the product's Limited Warranty that accompanies the product. Nothing in this Agreement modifies the product's Limited Warranty. STAMINA MAKES NO OTHER WARRANTY FOR ANY PRODUCT OTHER THAN THE LIMITED WARRANTY THAT ACCOMPANIES THE PRODUCT.

Stamina makes no representations or warranties about the accuracy, reliability, completeness, or timeliness of any content on the Stamina Sites, or about the results to be obtained from use the Stamina Sites and any content. Any use of the Stamina Sites is at your own risk.

YOU ARE RESPONSIBLE FOR THE CONSEQUENCES OF RELIANCE ON ANY INFORMATION CONTAINED IN OR SUBMITTED TO THE SITES, INCLUDING USER CONTENT, AND THE RISE OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. STAMINA ASSUMES NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS LOCATED ON ANY OF THE STAMINA SITES. THESE MATERIALS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, STAMINA DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT RELATED TO YOUR USE OF THE STAMINA SITES. SOME STATES DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES; IF YOU LIVE IN ONE OF THESE STATES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU AGREE THAT STAMINA SHALL NOT BE LIABLE, WHETHER UNDER TORT, CONTRACT OR STATUTE, FOR ANY ACTUAL, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION TO LOST EARNINGS, LOSS OF USE OF ANY PRODUCT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR ANY OTHER LOSS OR DAMAGE THAT MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE STAMINA SITES.

YOU FURTHER AGREE THAT STAMINA SHALL NOT BE LIABLE, WHETHER UNDER TORT, CONTRACT OR STATUTE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION TO LOST EARNINGS, LOSS OF USE OF ANY PRODUCT, LOSS OF TIME,

INCONVENIENCE, COMMERCIAL LOSS, OR ANY OTHER LOSS OR DAMAGE THAT MAY RESULT FROM THE PURCHASE OR USE OF ANY STAMINA PRODUCT OR THE USE OF ANY STAMINA WEBSITE.

### **VIII. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Stamina and its affiliates from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to your use of the Stamina Sites or any breach by you of this Agreement.

### **IX. ARBITRATION PROVISION**

**VERY IMPORTANT. READ THIS ARBITRATION PROVISION CAREFULLY. IT SETS FORTH WHEN AND HOW CLAIMS (DEFINED BELOW) CAN BE ARBITRATED INSTEAD OF LITIGATED IN COURT. IF YOU DON'T REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SECTION B BELOW, UNLESS PROHIBITED BY APPLICABLE LAW, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM.**

- A. CLAIMS.** The term "Claim" means any claim, dispute, or controversy between you and Stamina or its parent companies, subsidiaries, affiliates (including but not limited to any companies that market, distribute, or sell Stamina products and/or provide services to Stamina), our and their employees, directors, officers, shareholders, governors, managers and members ("us" or "we"), arising out of or relating in any way to this Agreement, the Privacy Policy, your use or viewing of any of the Stamina Sites, your purchase of any product(s) from a Stamina Site, your use of any product purchased from a Stamina Site, and/or any actual or attempted data breach, hacking, or similar act relating to your personal information. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including but not limited to rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief.
- B. RIGHT TO REJECT ARBITRATION.** If you do not want this Arbitration Provision to apply to you, you must reject it within 30 days after your acceptance to this Agreement. In order to reject this Arbitration Provision you must provide written notice to [webmaster@staminaproducts.com](mailto:webmaster@staminaproducts.com) which (a) provides your name, address, and email address; and (b) states that you are rejecting the Arbitration Provision in the Agreement.
- C. ARBITRATION ELECTION.** Either you or we may elect to arbitrate any Claims. The Complaining Party may commence the Proceeding either as a lawsuit or arbitration by following the appropriate filing procedures set out in Section IX of this Agreement or the arbitration administrator selected by the Complaining Party in accordance with this Section C. If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Arbitration Provision. To avoid piece-meal proceedings to the extent possible,

the Complaining Party must assert in a single lawsuit or arbitration all of the Claims of which the Complaining Party is aware and the Defending Party must demand arbitration with respect to all or none of the Complaining Party's Claims. Also, if the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative, or multi-party basis, the Defending Party may make such a demand. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If you demand that we arbitrate a Claim initially brought against you in a lawsuit, your demand will constitute your consent to arbitrate the Claim with the administrator of our choice, even if the administrator we choose does not typically handle arbitration proceedings initiated against consumers.

Any arbitration proceeding shall be conducted pursuant to this Arbitration Provision and the applicable rules of the arbitration administrator in effect at the time the arbitration is commenced. The arbitration administrator will be the American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org), or any other company selected by mutual agreement of the parties. If AAA cannot or will not serve, and the parties are unable to select an arbitration administrator by mutual consent to replace AAA, the administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any arbitration administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the administrator's rules.

- D. NON-WAIVER.** Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision.
- E. LOCATION AND COSTS.** The arbitrator may decide that an in-person hearing is unnecessary and that they can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. We will also pay the reasonable fees and costs you incur for your attorneys, experts and witnesses if you are the prevailing party or if we are required to pay such amounts by applicable law or by the administrator's rules.

Notwithstanding any language in this Arbitration Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose, then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

- F. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION.** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER

YOU NOR WE WILL HAVE THE RIGHT TO (1) HAVE A COURT OR JURY DECIDE THE CLAIM; (2) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (3) PARTICIPATE IN CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (4) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (5) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

**G. GETTING INFORMATION.** In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

**H. EFFECT OF ARBITRATION AWARD.** Any court with jurisdiction subject to Sections IX and X of this Agreement may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the "FAA"); and (2) an arbitration award totaling more than \$50,000 (including arbitration award that may reasonably require injunctive relief costing more than \$50,000). For arbitration awards involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with Section E of this Arbitration Provision.

**I. GOVERNING LAW.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not federal or state rules of civil procedure or any state laws that pertain specifically to arbitration, provided that the law of Missouri, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. (As provided in Section X, the substantive law of Missouri shall apply to the merits of any Claims.)

The arbitrator is bound by the terms of this Arbitration Provision. Subject to Section VII above, the arbitrator shall follow applicable substantive law to the extent consistent with the FAA and Sections IX and X of this Agreement, applicable statute of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential finding and conclusion on which the award is based.



**J. SEVERABILITY AND PRIMACY.** If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section F(3), (4) and/or (5) is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of this Agreement, the Arbitration Provision will govern.

#### **X. CHOICE OF LAW, JURISDICTION, VENUE**

The parties agree that this Agreement and any transaction between the parties, including but not limited to the purchase and/or use of any Stamina Product, shall be governed by Missouri law, without regard to its conflicts-of-law principles, and applicable federal law.

Unless a party elects arbitration, the parties hereby knowingly agree and consent to the exclusive jurisdiction and venue for any action, case, dispute, or claim of any kind relating to the subject matter of this Agreement (including the Privacy Policy) and/or the purchase or use of any Stamina Product in U.S. District Court for the Western District of Missouri or a state court located in Greene County, Missouri. The parties further knowingly agree and consent that the U.S. District Court for the Western District of Missouri or a state court located in Greene County, Missouri shall be the only courts with jurisdiction to confirm an arbitration award made under the Arbitration Provision. The parties waive any claim or defense in any legal action, suit or proceeding commenced in the above-referenced courts asserting that it is not subject personally to the jurisdiction of such court, that the legal action, suit or proceeding is brought in an inconvenient forum, that the venue of the legal action, suit or proceeding is improper or that this Agreement, or the subject matter hereof, may not be enforced in or by such court.

#### **XI. CLASS ACTION AND MASS ACTION WAIVER**

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT PARTICIPATE IN A CLASS ACTION IN COURT, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER REGARDING YOUR USE OF A STAMINA SITE OR YOUR PURCHASE OR USE OF A STAMINA PRODUCT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WILL NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT REGARDING YOUR USE OF A STAMINA SITE OR YOUR PURCHASE OR USE OF A STAMINA PRODUCT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU WILL NOT JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON REGARDING YOUR USE OF A STAMINA SITE OR YOUR PURCHASE OR USE OF A STAMINA PRODUCT.

#### **XII. NO THIRD PARTY RIGHTS**

This Agreement is entered into between You and Stamina for the exclusive benefit of You and Stamina. Nothing in this Agreement is intended for the benefit of any other Person or entity.

There are no third party beneficiaries to this Agreement, except to the extent set forth in the definition of “us” or “we” in the Arbitration Provision. You acknowledge that nothing in this Agreement creates any rights for any of your relatives, heirs, executors, administrators, assigns, or any other persons or entities whosoever who claim or could claim a right, title, or interest on your behalf, except that any person or entity who claims a right, title, or interest on your behalf or in their behalf is subject to the Arbitration Provision.

### **XIII. MISCELLANEOUS**

Headings used in this Agreement are for reference purposes only and in no way define or limit the scope of the section.

The provisions of this Agreement are independent of and separate and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed modified and replaced by a provision, as similar in form, content and effect as possible, to the invalid or unenforceable provision and this Agreement shall be deemed reformed accordingly.