



NICS.eu

Natural Immune Control System Inc.



United States of America
USA

TERMS AND CONDITIONS OF USE

1. INTRODUCTION

Welcome to **Natural Immune Control System Inc.** This Terms and Conditions of Use Agreement („Agreement“) sets forth the agreement between Natural Immune Control System Inc., („NICS“ or „we“) and each user („you“ or „user“) governing the use by you of our website (www.nics-usa.com), mobile site and all mobile apps (collectively the „Sites“). Please read this Agreement carefully before using any of the Sites. By using any of the Sites, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions contained in this Agreement, you may not access or otherwise use any of the Sites.

The terms of this Agreement may change from time to time. We will notify you of any material changes by posting a notice on www.nics-usa.com for a reasonable period of time after such changes are made, and by changing the „Last Updated“ date at the bottom of this document. We encourage you to check this page periodically for any changes. Your continued use of any of the Sites following the posting of changes to this Agreement will mean you accept those changes.

In addition, when using particular services or features or making purchases on any of the Sites, you shall be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into this Agreement.

2. NOT HEALTHCARE ADVICE

This site is not intended to provide medical advice, diagnosis or treatment. The products, information, services and other content provided on and through this Site, including information that may be provided on the Site directly or via linking to third-party sites by a healthcare or nutrition professional, are provided for informational purposes only. Please consult with your physician or other healthcare professional (collectively, „Healthcare Professional“) regarding any medical or health-related diagnosis or treatment options.

The products and the claims made about specific products on or through this site have not been evaluated by the United States Food and Drug Administration and are not intended to diagnose, treat, cure or prevent disease. The information provided on this site is for informational purposes only and is not intended as a substitute for advice from your physician or other health care professional or any information contained on or in any product label or packaging. You should not use the information on this site for diagnosis or treatment of any health problem or for prescription of any medication or other treatment. You should consult with a healthcare professional before starting any diet, exercise or supplementation program, before taking any medication, or if you have or suspect you might have a health problem.

None of the Sites are not intended to provide medical advice, diagnosis or treatment. The products, information, services and other content provided on and through any of the Sites, including information that may be provided on any of the Sites directly or via linking to third-party sites by a healthcare or nutrition professional, are provided for informational purposes only. Please consult with your physician or other healthcare professional (collectively, „Healthcare Professional“) regarding



NICS.eu
Natural Immune Control System Inc.



United States of America
USA

TERMS AND CONDITIONS OF USE

any medical or health-related diagnosis or treatment options. The information provided on any of the Sites and Linked Sites (as defined), including information relating to medical and health conditions, products and treatments, is often provided in summary or aggregate form. Again, it is not intended as a substitute for advice from your Healthcare Professional, or any information contained on or in any product label or packaging.

You should not use the information or services on any of the Sites for diagnosis or treatment of any health issue or for prescription of any medication or other treatment. You should always consult with your Healthcare Professional, and carefully read all information provided by the manufacturer of a product and on or in any product label or packaging, before using any medication or nutritional, herbal product, before starting any diet or exercise program or before adopting any treatment for a health problem. Each person is different, and the way you react to a particular product may be significantly different from the way other people react to such product. You should also consult your Healthcare Professional regarding any interactions between any medication you are currently taking and nutritional supplements. The Natural Immune Control System Inc. employees are encouraged to voluntarily participate in our forums including describing their experiences with specific products. Any comments made by employees in these forums or in reviewing products are strictly their own personal views made in their personally capacity. These comments are not claims made by Natural Immune Control System Inc. nor do they represent the view or position of „NICS“.

3. PURCHASES

If you make a purchase on any of the Sites, your purchase will be subject to the terms of our **Purchase Policy**, which is hereby incorporated into and made part of this Agreement. Please review our Purchase Policy before making any such purchase. By submitting payment information in connection with any such purchase, you agree to be bound by the terms of our Purchase Policy.

4. PRIVACY

Use of any of the Sites is subject to the terms of our **Privacy Policy**, which is hereby incorporated into and made part of this Agreement. Please carefully review our Privacy Policy. By using any of the Sites, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of any of the Sites, account registration, and any other personal information provided by you in accordance with our Privacy Policy.



NICS.eu
Natural Immune Control System Inc.



United States of America
USA

TERMS AND CONDITIONS OF USE

5. COPYRIGHT

You acknowledge that all materials on any of the Sites, including any of the Sites' design, graphics, text, sounds, pictures, software and other files and the selection and arrangement thereof (collectively, „Materials“), are the property of Natural Immune Control System Inc. or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in this Agreement are reserved to their respective copyright owners. Except as expressly authorized by this Agreement or on any of the Sites, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Natural Immune Control System Inc. or the respective copyright owner. „NICS“ authorizes you to view and download the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. You may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes.

6. SITE USAGE; TERMINATION OF USAGE

You are required to establish an account on this Sites in order to take advantage of certain features of the Sites, such as making a purchase. If you provide information on any of the Sites, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by any of the Sites, and (b) maintain and promptly update such information to keep it true, accurate, current and complete to the extent the Sites facilitates such updates. If you provide any information that is false, inaccurate, outdated or incomplete, or Natural Immune Control System Inc. has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, we has the right to suspend or terminate your account and prohibit any and all current or future use of any of the Sites (or any portion thereof) by you.

You will have an ID and password created while completing the account registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Natural Immune Control System Inc. of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

You agree to use this Sites only for lawful purposes, and that you are responsible for your use of and communications on any of the Sites. You agree not to post on or transmit through any of the Sites any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use any of the Sites in any manner that interferes with its normal operation or with any other users' use and enjoyment of any of the Sites.



NICS.eu
Natural Immune Control System Inc.



United States of America
USA

TERMS AND CONDITIONS OF USE

You further agree that you will not access any of the Sites by any means except through the interface provided by Natural Immune Control System Inc. for access to any of the Sites. Creating or maintaining any link from another website to any page on any of the Sites without the prior written authorization of Natural Immune Control System Inc. is prohibited. Running or displaying any of the Sites or any information or material displayed on any of the Sites in frames or through similar means on another website without the prior written authorization of Natural Immune Control System Inc. is prohibited.

Any permitted links to any of the Sites must comply with all applicable laws, rule and regulations. Natural Immune Control System Inc. makes no representation that Materials contained on any of the Sites or products described or offered on any of the Sites are appropriate or available for use in jurisdictions outside the United States, or that this Agreement complies with the laws of any other country. Visitors who use any of the Sites and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access any of the Sites from any territory where its contents are illegal, and that you, and not „NICS“ Parties, are responsible for compliance with applicable local laws.

This Agreement is effective unless and until terminated by either you or Natural Immune Control System Inc. You may terminate this Agreement at any time, provided that you discontinue any further use of the Sites. We also may terminate or suspend this Agreement, at any time, without notice, and accordingly deny you access to any of the Sites, if in NICS's sole discretion you fail to comply with any term or provision of this Agreement or your use is harmful to the interests of another user or „NICS“ Parties. Upon any termination of the Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from any of the Sites, as well as all copies of such materials, whether made under the terms of use or otherwise. Natural Immune Control System Inc. reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any of the Sites (or any part thereof) with or without notice.

7. USER CONTENT AND CONDUCT

Where applicable at any of the Sites, you are invited to post your own content („User Content“). Please note that the Sites are intended for adult use; if you are under the age of 13, do not submit any User Content to any of the Sites.

You understand that all User Content, whether you have publicly posted on a forum or privately transmitted to another user or to us, is your sole responsibility. Though the Sites are designed to be a safe place to share such User Content, Natural Immune Control System Inc. cannot guarantee that other users will not misuse the User Content that you share. If you have any User Content that you would like to keep confidential and/or do not want others to use, do not post it to any of the Sites.

By posting any User Content at the Site, you hereby grant Natural Immune Control System Inc. a royalty-free, fully paid up, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to



NICS.eu
Natural Immune Control System Inc.



United States of America
USA

TERMS AND CONDITIONS OF USE

use, reproduce, modify, adapt, publish, translate, combine with other works, create derivative works from, distribute, perform, edit and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You specifically waive any „moral rights“ in and to the User Content. The foregoing grant includes, without limitation, any copyrights and other intellectual property rights in and to your User Content. You represent and warrant that: you own the User Content posted by you on or through any of the Sites or otherwise have the right to grant the license set forth above; and the posting of your User Content on or through any of the Sites does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content you posted to or through any of the Sites.

8. JURISDICTION; DISPUTE RESOLUTION & WAIVER OF CLASS, CONSOLIDATED AND REPRESENTATIVE ACTIONS

It is important that you read this section of the Agreement carefully.

This Section 8 of the Agreement shall be governed by and construed in accordance with the Federal Arbitration Act and applicable federal laws.

Any dispute or claim relating in any way to your use of any of the Sites, your receipt of any communications from Natural Immune Control System Inc. (including, but not limited to, any text messages or emails), or to any products or services sold or distributed by Natural Immune Control System Inc. or through any of the Sites shall be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Arbitration of a dispute, claim or cause of action shall be in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

You understand and agree that you are waiving your right to sue or go to court to assert or defend your rights under this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

To begin an arbitration proceeding, either party must send a letter requesting an arbitration and describing the claim to the other party. To begin an arbitration proceeding against Natural Immune Control System Inc., you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 830 Bear Tavern Road, West Trenton, New Jersey, 08628. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Natural Immune Control System Inc. will not seek attorneys' fees



NICS.eu
Natural Immune Control System Inc.



United States of America
USA

TERMS AND CONDITIONS OF USE

and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We each agree that any arbitrator hearing a claim may not: (i) combine more than one individual's claim or claims into a single case; (ii) order, require, participate in or facilitate production of class-wide contact information or notification of others of potential claims; or (iii) arbitrate any form of a class, collective, or representative proceeding. If for any reason a claim proceeds in court rather than in arbitration. We each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

9. SEVERABILITY; INTERPRETATION

If any provision of this Agreement is deemed illegal or unenforceable, the remainder of this Agreement shall continue to be fully valid, binding, and enforceable. When used in this Agreement, the term „including“ shall be deemed to be followed by the words „without limitation.“

10. ENTIRE AGREEMENT

This Agreement constitutes the entire and only Agreement between Natural Immune Control System Inc. and each user of any of the Sites with respect to the subject matter of this Agreement and supercedes any and all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement.

11. MISCELLANEOUS

The failure of Natural Immune Control System Inc. Parties to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

12. CONTACT INFORMATION

If you have any comments or questions regarding this Agreement, or wish to report any violation of this Agreement, please contact us. We will address any issue to the best of our abilities as soon as possible.

Last Updated: February 20, 2020