**1. Welcome to Alza4**

Alza4, Inc., a Pennsylvania company (“Alza4,” “we,” “our,” “us”), operates the website located at the URL [www.Alza4.com](https://www.alza4.com/) (together with any other website or applications branded as Alza4, including, without limitation, [www.Alza4.com](http://www.alza4.com/) (collectively, the “Website”). These Terms of Use (“Terms”) govern your access and use of the Website, along with our related websites, mobile applications, and other services (collectively, the “Properties”). These Terms are a legally binding contract between you and Alza4 regarding your use of the Properties. Our [Privacy Policy](https://alza4.com/privacy-cookies-policy/) is expressly incorporated by reference into, and is a part of, these Terms.

PARAGRAPH 27 OF THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE REVIEW CAREFULLY.

**2. Acceptance of these Terms of Use**

**BY CREATING AN ACCOUNT, LOGGING INTO YOUR ACCOUNT, OR BY BROWSING, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE PROPERTIES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND THE**[**PRIVACY POLICY**](https://alza4.com/privacy-cookies-policy/)**, AS UPDATED FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE TERMS (including the Privacy Policy), OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE TO THESE TERMS (or the Privacy Policy), THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE PROPERTIES AND YOU MUST IMMEDIATELY STOP ACCESSING THE PROPERTIES.**

Your access to and use of the Properties are subject to your continued compliance with these Terms, the Privacy Policy, and all applicable laws. Your right to access and use the Properties will terminate immediately, without any further action by Alza4, if you breach these Terms.

**3. Modification and Changes to Terms**

We reserve the right, in our sole discretion, to modify or update these Terms at any time for any reason, with or without prior notice to you, and any such changes to these Terms will supersede and replace any previous Terms effective immediately upon posting to this page. It is your responsibility to periodically review these Terms as posted here for any changes. Your continued use of the Properties after the posting of changes to these Terms will constitute your acceptance of such changes. For the avoidance of doubt, you should discontinue using the Properties if you do not agree with any changes to these Terms.

**4. TERMS OF USE**

[License to Use the Properties](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "license" \t "_blank)

[Children’s Online Privacy Protection Act Notification Children’s Online Privacy Protection Act Notification](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "child" \t "_blank)

[Registration / Accounts](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "accounts" \t "_blank)

[Eligibility to Purchase Products](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "eligibility" \t "_blank)

[Pricing](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "pricing" \t "_blank)

[Payment Processing and Authorization](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "payment" \t "_blank)

[Promotions](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "promotions" \t "_blank)

[Orders](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "orders" \t "_blank)

[Intellectual Property Rights Restrictions](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "iprights" \t "_blank)

[User Generated Material](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "ugm" \t "_blank)

[Mobile Service](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "mobileservice" \t "_blank)

[Privacy and Communications](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "pac" \t "_blank)

[Modification or Suspension of the Properties and Right to Terminate your use of the Properties](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "mod" \t "_blank)

[Linked Destinations and Advertising](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "linkedDandA" \t "_blank)

[Notice and Procedure for Claims of Copyright or Intellectual Property Infringement](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "notice" \t "_blank)

[Disclaimers](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "disclaimer" \t "_blank)

[Warranty Disclaimer](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "warranty" \t "_blank)

[Medical, Nutrition & Fitness Information](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "medinfo" \t "_blank)

[Indemnity and Release](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "iar" \t "_blank)

[Limitations on Liability](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "lol" \t "_blank)

[Law and Jurisdiction](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "laj" \t "_blank)

[Binding Arbitration and Class Action Waiver](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "classaction" \t "_blank)

[Waiver and Severability](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "was" \t "_blank)

[Assignment](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "assignment" \t "_blank)

[Admissibility](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "admissibility" \t "_blank)

[Entire Agreement](https://alza4.com/web-terms-of-use/?click_source=footer-misc-webtermsofuse" \l "entireagree" \t "_blank)

**5. License to Use Properties**

We are pleased to grant you a non-exclusive, revocable, limited license to use the Properties solely for your personal and non-commercial use. You may only use the Properties in the way the Content (as defined below) you access is intended and in compliance with these Terms and with any and all applicable federal, state, local and international laws, rules and regulations. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any Content, software, products or services contained with the Properties without the express written consent of Alza4. You may not use Properties or any of its Content to further any commercial purpose, including any advertising or advertising revenue generation active on your own website or in any other form or medium. All rights not expressly granted to you in these Terms are reserved and retained by Alza4 and/or its Content providers. The licenses granted by Alza4 terminate if you do not comply with these Terms and/or any other Properties terms and conditions.

By using the Properties, you represent that you are not a person barred from using the Properties under the laws, rules and regulations of the United States, your place of residence or any other applicable jurisdiction. No other rights, assignment, licenses or legal relationship of any nature, including, but not limited to, agency, partnership, joint-venture, employer-employee, franchisor-franchisee or otherwise, either express or implied, are created through your use of the Properties unless expressly reserved in these Terms.

**6. Children’s Online Privacy Protection Act Notification**

You may only use the Properties if you are 13 years of age or older. To register for an account, purchase products via the Properties, subscribe to receive any Content or other marketing or promotional material from us (in any form and via any media) (a “Subscription”) or use the Alza4 City Guide App, you must be 18 years of age or over. If you are under 18 years of age or not of legal age to form a binding contract in your place of residence, you must have your parent or legal guardian’s permission to use or make purchases on the Properties. To view information on our policy regarding the privacy of children under the age of 13, please see our [Privacy Policy](https://alza4.com/privacy-cookies-policy/).

Pursuant to 47 U.S.C. Section 230(d) as amended, Alza4 hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to minors.

**7. Registration / Accounts**

You may create an account by providing us with your name and e-mail address (an “Account”). Users who have created an Account (“Registered Users”) are able access their accounts through the “Your Account” part of the Properties and manage their email address and shipping addresses and view their existing or past orders. You do not need to create an account to receive Content or other marketing information via a Subscription or to submit an order to purchase products that may be listed on the Website. To learn more about how we collect and use your information, please see our [Privacy Policy](https://alza4.com/privacy-cookies-policy/).

By creating an account, you agree: (a) that you are able to and have the appropriate authority and authorization to create a binding agreement with Alza4; (b) provide true, accurate, current and complete information about yourself when we request it; (c) maintain and promptly update this information to keep it true, accurate, current and complete to the extent the Service permit such updates; and (d) use limited-access portions of the Services only using access credentials that we have issued to you. If you have previously had your access to or use of the Website terminated by us, you may not access or use the Website under any circumstances. You should never share your Account information with third parties or allow third parties to use your Account. Please keep your password confidential and be sure to exit from your Account at the end of each session. You are responsible for all the activity on your Account, including the use of your Account by other people who you may or may not authorize to use your Account. If you allow others to access your Account in violation of these Terms, you agree to be responsible for ensuring that they comply with these Terms. You must notify us immediately of any breach of security or unauthorized use of your Account by filling out a form with our Customer Experience team [here](https://alza4.com/contact/) with “Unauthorized Use” in the subject line. Even if you notify us, you will be responsible for any activities that occur using your access credentials, including any charges resulting from the use of your account. Alza4 will not be liable for any losses caused by any unauthorized use of your account.

Alza4 reserves the right, in its sole discretion, to terminate your access to the Properties or any portion thereof at any time, without notice. You may terminate your Account at any time by filling out a form with our Customer Experience team [here](https://alza4.com/contact/) with “Cancel Account” in the subject line or you may unsubscribe to a Subscription by clicking the “Unsubscribe” link at the bottom of the email or filling out a form with our Customer Experience team [here](https://alza4.com/contact/) with “Unsubscribe” in the subject line. Please allow 48 hours for termination to take effect. Following termination, you will not receive any further communications from us unless and until you re-register by creating a new Account or request a new Subscription. Our rights under these Terms will expressly survive the termination of these Terms, the cessation of your use of or access to the Properties, termination of your Account and/or cancellation of your Subscription.

**8. Eligibility to Purchase Products**

In order to make purchases on the Properties, you must be 18 years of age or older, be lawfully able to enter into and form contracts on the Internet in accordance with the laws of the State of Pennsylvania.

In order to make purchases on the Properties, you will be required to provide information about yourself that is true, accurate, current and complete in all respects, including your name, address and e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent, and warrant are both valid and correct and confirm that you are the person referred to in the “Billing” information provided. To learn more about how we collect and use your information, please see our [Privacy Policy](https://alza4.com/privacy-cookies-policy/). In order to make purchases on the Properties you will also need to have been issued a valid credit/debit card by a bank acceptable to Alza4, and have authorized Alza4 to process a charge or charges on your credit/debit card in the amount of the total purchase price for the Alza4 products and/or third party products (together, the “Product(s)”) that you purchase.

Products purchased by you must be for personal use or purchased as a gift and may not be re-sold or used for commercial purposes or for any other commercial benefit. In addition, Alza4 reserves the right to restrict multiple quantities of a Product from being shipped to any one customer or postal address.

**9. Pricing**

Alza4 reserves the right to determine the price of products sold through the Properties. Unless otherwise indicated, prices shown on the Properties are in US Dollars and are exclusive of taxes. Sales tax will only be charged on orders when applicable by state, federal, or international law.

All prices and offers remain valid as advertised from time to time, except in cases of patent error as set forth below. If the price for a Product in your order changes before we accept your order, we will contact you and ask you to confirm that you wish to proceed with the order at the amended price. While every effort is made to ensure that details on the Properties are accurate, we may from time to time discover an error in the pricing of Products. If we discover an error in the pricing of a Product in your order, we will notify you as soon as possible. We will not be under any obligation to accept or fulfill an order for a Product that was advertised at an incorrect price and reserve the right to cancel such an order that has been accepted or is in transit. If you order a Product that is priced incorrectly for any reason, we will e-mail or telephone you to inform you that we have not accepted your order and/or that the relevant part of your order has been cancelled. If you or your credit/debit card company have already paid for the Product(s), we will refund the full amount as soon as reasonably practicable. If Products are recalled in transit, we will process your refund once the Products have been returned to us.

If you are a customer whose credit/debit card is not denominated in US Dollars, your final price may be calculated in accordance with the applicable exchange rate on the day your credit/debit card issuer processes the transaction.

**10. Payment Processing and Authorization**

Payment Processing. We accept most major debit and credit cards, as well as third-party payment providers, such as PayPal and AfterPay (depending on jurisdiction, some exceptions apply). For payments through third party payment providers, you may be directed to their website. Alza4 will not be responsible in any way for payments processed via external third-party payment provider’s sites. It is your responsibility to familiarize yourself with the third-party payment provider’s terms and conditions, and privacy policy.

Once your payment is complete, you will then return to the Properties. Payment will be debited and cleared from your account in full at the time you place your order, including with respect to any pre-order.

We take reasonable care to make our properties secure. All credit/debit card transactions on the Website are processed using Stripe, a secure on-line payment gateway that encrypts your credit/debit card details in a secure host environment. These details will only be used to process credit/debit card transactions which you have initiated. We do not store your credit card information on our website but rely on Stripe to do so. See here for more information on how Stripe protects your information.

We take reasonable care, insofar as it is within our control to do so, to keep the details of your order and payment secure. However, in the absence of gross negligence on our part, we cannot be held liable for any loss you may suffer if a third-party procures unauthorized access to any data and/or personal information that you provide when accessing or ordering from the Properties.

Payment Authorization. You acknowledge and agree that for any payment information you input, the account being used is yours or that you have been specifically authorized by the owner of such an account to use it. All credit card account holders are subject to validation and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any non-delivery or delay of orders. Payment will be debited and cleared from your account upon dispatch of your order by Alza4. If there is a problem charging your selected payment card, we may charge another valid payment card associated with your account.

By making an offer to purchase Products, you expressly authorize Alza4 to perform credit checks and, where deemed necessary, to transmit or to obtain your credit card information or credit report information (including any updated information) to or from third parties solely to authenticate your identity, to validate your credit/debit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions.

You agree that we may use personal information that you provide in order to conduct appropriate anti-fraud checks. Personal information that you provide may also be disclosed to a third-party credit reference or fraud prevention agency which may keep a record of that information. Please refer to our [Privacy Policy](https://alza4.com/privacy-cookies-policy/) for further information about how we use your personal information and data.

**11. Promotions**

General: Alza4, at its sole discretion, may offer promotional pricing, codes or other offers to you (“Promotions”). Promotions cannot be used on past purchases. Promotions are non-transferable and there is no cash alternative or cash value. Promotions cannot be used in conjunction with other Promotions or offers unless expressly stated otherwise, and must be used by the date published, if any. We reserve the right at any time without notice to retract or change any Promotions. Alza4, at its sole discretion, will determine whether a Promotion is combinable with other Promotions or sales. Unless otherwise stated, Promotions are not eligible for Alza4 product subscriptions. We reserve the right to provide you with operating rules or additional terms that govern certain Promotions we may offer from time to time, unique of aspects of our properties, or both (“Additional Terms”). To the extent any Additional Terms conflict with these Terms, the Additional Terms will control.

Promotions Exclusions: Promotions and discounts are not applicable to many items and brands other than Alza4-branded products. Alza4 reserves the right to modify these exclusions with or without notice.

**12. Orders**

When placing an order, you must follow the instructions on the Properties as to how to place your order and for making changes to your order before you submit it to us through the Properties. All orders are subject to acceptance and availability. Any Products in ‘Your Bag’ are not reserved and may be purchased by other customers until your order is complete and accepted by us.

Alza4 offers Products for sale that are in stock and available for shipping. Occasionally, however, we may be waiting for shipments from our suppliers. Alza4 may, in its sole discretion, offer you, from time to time, the opportunity to either (i) place in advance a “pre-order” for such Products which may ensure that you receive the item on a priority basis once the Products have been delivered to Alza4 and/or (ii) to register your e-mail address for notification of the arrival of the selected Products not in stock. Your rights regarding pre-orders and waitlisted items are the same as those for any other purchase from Alza4.

When you submit an order to us through the Properties, you agree that you do so expressly subject to these Terms at the date you submit your order. You are responsible for reviewing the latest Terms each time you submit an order.

Once you place an order, you will receive an e-mail acknowledging the details of your order. We will not be obligated to supply a Product to you until we have accepted your order for such Product by e-mail in a form called a “Confirmation of Order” stating that we are accepting your order. An e-mail, letter, fax or other acknowledgement of your order by us is purely for information purposes and does not constitute our acceptance of your order. When we send you an acknowledgement, we may give you an order reference number and details of the Product(s) you have ordered.

We may, in our discretion, refuse to accept an order from you for any reason, including if we are unable to obtain authorization for payment, shipping restrictions apply to a particular item, the Product(s) you order are out of stock or do not satisfy our quality control standards or are withdrawn or you do not meet the eligibility criteria set out in these Terms. From time to time, we may offer you an alternative Product, in which case we will require you to re-submit your order. We will not be liable to you or any third party because of our withdrawing any Product(s) from the Properties, whether or not the Product(s) have been sold, removing, screening or editing any materials or content on the Properties, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

Until the time when we accept your order, we reserve the right to refuse to process your order and you reserve the right to cancel your order. If you have cancelled your order before we have accepted it, or if we cancel your order at any time for any reason, then we will promptly refund any payment already made by you or your credit/debit card company to us for the order of the Product(s).

If you discover that you have made a mistake with your order after you have submitted it to us, please contact us immediately by reaching out to our Customer Experience team [here](https://alza4.com/contact/).

**13. Intellectual Property Rights**

The Properties and its content, features and functionality, including, without limitation, information, software, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof, are the exclusive property of Alza4, our licensors or other content suppliers, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent.

No right, title or interest in or to the Properties or any Content is transferred to you and all rights not expressly granted are reserved. Any use of the Properties that is not expressly permitted by these Terms may be a breach of these Terms and may violate copyright, trademark and other laws.

In addition to the intellectual property rights mentioned above, for purposes of these Terms, “Content” is defined as all information such as the “look and feel” of the Properties, data files, graphics, text, photographs, drawings, logos, images, sounds, music and video and audio files on the Properties. Alza4 tries to ensure that the Content is accurate and complete. Your use of the Properties is at your risk. Alza4 does not guarantee that the functional aspects of the Properties or the Content will be error free or that the Properties, the Content or the server that makes it available are free of viruses or other harmful components. Alza4 and its suppliers make no warranties about the Content or about results to be obtained from using the Properties. You bear the entire risk of the completeness, accuracy or usefulness of any Content found on these Properties. Alza4 reserves the right to withdraw, temporarily or permanently, any Content from the Properties at any time and for any reason and such removal may be immediate and without notice. As an express condition to your use of and access to the Properties, you acknowledge, agree and confirm that Alza4 is not liable to you or any third party for any such withdrawal.

Properties Content is selected by our editors and is editorial content. We do not accept or take advertising, except where we specifically indicate as such. We do not accept payment from third parties for products or Content to appear on the Properties. From time to time some of the Content may be sponsored or third-party content (“Sponsored Content”) and any such Sponsored Content will be clearly marked as such. When you subscribe to receive Content, you agree to receive Sponsored Content. If you would prefer not to receive such Sponsored Content you should unsubscribe by clicking the “Unsubscribe” link at the bottom of any email or reach out to our Customer Experience team [here](https://alza4.com/contact/) with “Unsubscribe” in the subject line. If you unsubscribe you will not receive any Content, whether it is Sponsored Content or Alza4 Content. To the extent that we post third-party Content, it reflects the personal opinions and views of the third-party authors and does not necessarily reflect the opinions and views of Alza4 and we accept no responsibility for any such third-party opinions and views.

**14. Restrictions**

You may not be under any circumstances:

* Copy or print any of the Content, whether licensed by us or otherwise, unless and to the extent it is for your own personal, non-commercial use and you must retain all trademarks, copyright and other proprietary notices contained in and on any such Content.
* Reproduce, download, modify, translate, add to, distribute, transmit, publish, perform, display, disclose, archive, upload, broadcast or sell, sublicense, index or exploit any part of the Properties or the content thereon in any medium, either directly or through the use of any device, software, internet site, web-based service or other means, without our prior express written permission;
* Remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notices marked on the Content or any digital rights management mechanism, device or other content protection measures either directly or through other means.
* Mirror, frame, screen scrape or deep link to any aspect of the Properties or access to any Content through technology or means other than those provided or authorized by us.
* Access the Properties via any automated system, including, without limitation, by “robots,” “spiders,” “offline readers,” etc., or take any action that imposes, or may impose (as determined in our sole discretion), an unreasonable or disproportionately large load on our infrastructure.
* Knowingly or recklessly upload invalid data or introduce viruses, worms, Trojan horses or other malware or software agents, whether harmful or not, to the Properties, or tamper with, impair, damage, attack, exploit or penetrate the Alza4 system or network, or otherwise attempt to interfere with or compromise the system integrity or security of Alza4 or any connected networks, or take any action to impact the proper operation of the Properties and any person’s or entity’s use or enjoyment thereof;
* Bypass the measures we may use to prevent or restrict access to or use of the Properties, including by hacking into secured or non-public areas of the Properties, circumventing any geo-blocking mechanisms or otherwise.
* Use the Properties to collect any personally identifiable information, including Account names and e-mail addresses, or use the Properties for any commercial solicitation purposes, without our prior express written permission; or
* Attempt to reverse engineer any aspect of the Properties or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables or underlies the Properties, create any derivative works or materials of any kind using the Content, whether or not you intend to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Properties.

**15. User Generated Material**

If and to the extent that we elect to accept user generated material, you may have the opportunity to publish, transmit, submit or otherwise post reviews, ratings, comments, feedback or other materials on the Properties (“User Generated Material”) that may be accessible and viewable by the public.

With respect to User Generated Material posted by you, you represent that (i) you created and own the rights to the content or you have the owner’s express permission to post such content, and (ii) the content does not infringe any other person’s or entity’s rights (including, without limitation, copyrights, trademarks or privacy rights) or violate any applicable laws, rules or regulations, these Terms or any of our other posted policies.

User Generated Material must not:

* Contain any material which is false, defamatory, libelous, obscene, harassing, threatening, discriminatory, bigoted, hateful, violent, vulgar, profane, pornographic or otherwise offensive, inappropriate, damaging, unlawful, disruptive or harmful.
* Violate our or any other person’s legal rights (including the rights of publicity and privacy), contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or otherwise promote, advocate or assist any illegal activity or unlawful act.
* Create or threaten harm to any person or loss or damage to any property.
* Include other people’s personal information, such as another person’s address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual.
* Infringe any patent, trademark, trade secret, copyright, contract or other intellectual property or other proprietary rights of Alza4 or any other person.
* Seek to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
* Misrepresent your identity or affiliation with any person or organization, including Alza4;
* Seek to collect other users’ e-mail addresses and/or their usernames or passwords for their Accounts or other services by electronic or other means for any purpose, including sending unsolicited e-mail or other electronic communications.
* Seek to transmit chain letters, bulk or junk e-mail, whether automated or not, or interfere with, disrupt or create an undue burden on Alza4 or the networks or services connected to the Properties or install or attempt to install or promote spyware or other computer code on our computers or equipment or the computers or equipment of third parties; or
* Involve commercial activities such as contests, sweepstakes and/or other sales promotions, barter, advertising or offers of sale or purchase of goods and services; or
* Be otherwise objectionable or non-family friendly as determined by ALZA4 at its sole discretion.

We do not claim ownership of User Generated Material. However, by posting User Generated Material, you irrevocably grant us and our assigns, agents and licensees and other users a worldwide, non-exclusive, irrevocable, royalty-free, fully paid license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to: (i) use, reproduce, transmit, modify, index, adapt, publish, translate, create derivative works from, distribute, display and otherwise exploit such content throughout the world in any media, whether now known or hereafter invented, including for any and all purposes, including commercial or marketing purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or any other person or entity, and (ii) to use your name, persona or likeness alone or in connection with such uses, without any obligation or remuneration to you. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User Generated Material and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User Generated Material for any purposes whatsoever, including developing, manufacturing, and marketing products and/or services. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Generated Material, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. You agree to pay all royalties, fees and other monies owing to any person or entity by reason of the User Generated Material that you post on the Properties.

We may refuse, alter, or remove a User Submission without notice for any reason at Alza4’s sole discretion, including our belief that a User Submission may violate these Terms or be otherwise objectionable. If and to the extent that we elect to accept User Generated Material, we have the right, but not the obligation, to monitor, review, screen, post, remove, reject, modify and store all User Generated Material posted on the Properties, at any time and for any reason, without notice, including to ensure that all such User Generated Material complies with these Terms. We do not endorse any User Generated Material and the User Generated Material posted does not reflect our opinions, views or advice. You are solely responsible for your User Generated Material and the consequences of posting and publishing it and you agree that we are acting only as a passive conduit for your online distribution and publication of your User Generated Material. We take no responsibility and assume no liability for any User Generated Material that you or any other user or third-party posts or sends on or through the Properties, nor do we assume any liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

We reserve the right, but have no obligation, to monitor or to take any action regarding disputes between you and any other user and shall have no liability for your interactions or any disputes with other users or for any user’s action or inaction. You are solely responsible for your conduct on the Properties and your interactions with other users.

Notwithstanding our rules regarding User Generated Material, you may be exposed to content on the Properties that is inaccurate, objectionable, inappropriate for children or otherwise unsuited to your purpose or in violation of our Terms. We take no responsibility and expressly disclaim any liability related in any way to your exposure to User Generated Material on the Properties, whether it violates our Terms.

If and to the extent that we elect to accept User Generated Material, please choose carefully the information you post on the Properties and that you give to other users. You are discouraged from publicly posting your full name, telephone number, street address, e-mail address or other information that identifies you or allows strangers to find you or to steal your identity. You assume all risks associated with dealing with other users with whom you come in contact through the Properties, and to the extent that the law permits, you release us from any claims or liability related to any User Generated Material posted on the Properties and from any claims related to the conduct of any other users.

**16. Mobile Service**

If Alza4 has a mobile application now or at any point in the future, the following applies to users of any such mobile application (the “App”). The use of the App requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the App, including without limitation, administrative messages, service announcements, diagnostic data reports, and App updates, from Alza4, your mobile carrier or third-party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the App. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the App, including but not limited to payment of all third-party fees associated therewith, including fees for information sent to or through the App.

We do not guarantee that the App will be compatible with your network provider or device. You acknowledge and agree that we may release updates to the App and that you may be required to install any such update for the App to continue functioning properly. You may not export any of our mobile applications except in compliance with all applicable laws.

iOSAPP

The following applies if you obtain the App through the iTunes App Store: You acknowledge and agree that these Terms are solely between you and Alza4, not Apple, and that Apple has no responsibility for the App or the contents thereof. Your use of the App must comply with the iTunes App Store Terms or other terms applicable to the use of the App. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will be responsible for any refund of the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App and any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to any warranty will be solely governed by these Terms and any law applicable to Alza4 as a provider of the App. You acknowledge that Apple is not responsible for addressing any claims by you or by any third party relating to the App or your possession and/or use of the App, including but not limited to, (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

All such claims are governed solely by these Terms and any law applicable to Alza4 as the provider of the App. You acknowledge that in the event of a claim that the App and your possession and use thereof infringes a third party’s intellectual property rights, Alza4, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Alza4 acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of these Terms as the same relate to your license of the App and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as the same relate to your license of the App against you as a third party beneficiary thereof. Apple and the Apple logo are trademarks of Apple, Inc., registered in the U.S. and other countries. App Store is a service mark of Apple, Inc. iTunes is for legal or rightsholder-authorized copying only. Do not steal music.

ANDROID™ APP

The following applies if you obtain our App through the PlayStore ™: You acknowledge and agree that these Terms are solely between you and Alza4, not Google, Inc., and that Google has no responsibility for the App or the content thereof. Your use of the App must comply with the GooglePlay™ Terms or other terms applicable to the use of the App. You acknowledge that Google bears no obligation or responsibility for maintenance and support services with respect to the App. To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the App and any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to any warranty will be solely governed by these Terms and any law applicable to Alza4 as a provider of the App.

Android™, GooglePlay™ and PlayStore™ are all trademarks of Google, Inc.

**17. Privacy and Communications**

*PRIVACY*

We respect your privacy. By accessing or using the Properties you acknowledge that your information, including personally identifiable information, will be processed in accordance with our [Privacy Policy](https://alza4.com/privacy-cookies-policy/).

*CONSENT TO ELECTRONIC COMMUNICATION*

You consent to receive communications from us, whether required by law or otherwise, either by e-mail if you have provided us with your e-mail address, or by notice posted on the Properties as determined by us in our sole discretion. You agree that any requirement that a notice, disclosure, agreement or other communication be sent to you by us in writing is satisfied by such electronic communication. We are not responsible for any automatic filtering you or your network provider may apply to communications we send to an e-mail address that you provide to us.

*MOBILE MESSAGING TERMS*

When you provide us with your mobile telephone number, you agree that Alza4 may send you text messages (including SMS and MMS) to that mobile telephone number. Alza4 may send you up to seven text messages per month. When you first provide your mobile telephone number to us, you will receive a text message confirmation, and you may need to reply as instructed to complete registration. This initial message does not count towards the seven text messages that Alza4 is permitted to send you per month. Alza4 will never charge you for the text messages you receive, however you may see message and data rate charges from your mobile provider, so be sure to check your plan. You are responsible for the payment to your mobile provider of any message, data and other charges related to text messages, including for confirmation texts you receive and your responses thereto.

You may opt-out of receiving any future text messages from Alza4 at any time by either replying to a text message with the keyword “STOP” or texting the keyword “STOP” to short code 33233. If you opt out, you agree to receive a final text message confirming you opt-out. When you opt-out of text messaging, you will no longer receive any texts messages unless you re-subscribe. In addition, for assistance, you may reply to any text message with the keyword “Help” or at any time send a text message with the keyword HELP to short code 33233. Texts may be sent through an automatic telephone dialing system. Consent to receive mobile messages is not required as a condition to use the Properties or to purchase any goods or services on the Properties.

You agree to notify us of any changes to your mobile telephone number by clicking the “Manage Preference” link at the bottom of any Subscription or by reaching out to our Customer Experience team [here](https://alza4.com/contact) with “Update Mobile Number” in the subject line. Your carrier may prohibit or restrict certain mobile features, and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

**18. Modification or Suspension of the Properties and Right to Terminate Your Use of the Properties**

We reserve the right to change, suspend or discontinue any aspect of the Properties at any time and from time to time, in our sole discretion and without notice or liability, including by adding or eliminating certain features or discontinuing the Properties entirely. Any description of features on the Properties shall not be considered to be a representation by Alza4 that such features will always be included on the Properties. From time to time, we may restrict access to some or all of the Properties, including for Registered Users. We also reserve the right to terminate or suspend your Account or restrict your use of or access to the Properties, without notice or liability, for any reason or no reason at our sole discretion. Accordingly, for any reason, and without notice, all or any part of the Properties may become unavailable to you at any time and for any period.

If we suspend or discontinue any aspect of the Properties or terminate your Account, we are not responsible for providing you with any information or content. We may also delete your other preferences and interests to the extent stored within or in connection with your Account. You have no recourse with regard to any information that we delete regardless of any value you may ascribe to such information. We expressly disclaim any value you may attribute to any of your information stored on our servers.

**19. Linked Destinations and Advertising**

The Properties may contain links to other websites, including, but not limited to, advertisements and other content posted by us or by third parties (“Linked Sites”). You may also navigate to the Properties from links, often provided by us, deployed by third parties in their social media, advertisements and other marketing activities (the locations where these links are placed are also considered Linked Sites). Access to or from Linked Sites is made available by Alza4 only as a convenience. Such Linked Sites are not owned, operated or controlled by us and if you visit Linked Sites, you do so entirely at your own risk and subject to the terms of use and privacy policies of such Linked Sites. Please be careful to read the terms of use and privacy policies of any Linked Sites before you provide any personal or other information to, or engage in any activity on, such Linked Sites. Any terms, conditions, warranties or representations included in the Linked Sites are solely between you and the relevant providers of the Linked Sites. You cannot rely on our Terms and/or our Privacy Policy to govern your use of another website or destination.

We do not endorse, and Alza4 expressly disclaims responsibility and liability for, Linked Sites, including with respect to the content, products and services provided by Linked Sites. Any interactions you have with Linked Sites are between you and the Linked Sites and you agree that Alza4 is not liable for any damage or loss you may suffer as a result of any interactions with any such Linked Sites or any claims that you may have against any such Linked Sites.

**20. Notice and Procedure for Claims of Copyright or Intellectual Property Infringement**

All contents of the Properties including but not limited to text, design, graphics, interfaces, or code are Copyright 2024-2034 by Alza4 Inc. All rights reserved.

All trademarks, service marks, and trade names are trademarks or registered trademarks and are proprietary to Alza4, or other respective owners that have granted Alza4 license to use such marks.

If you believe that any content appearing on the Properties, including content created and/or displayed by Alza4 or other material provided through a link, infringes your copyright, you should notify us in accordance with the procedure set forth below. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

A notification of claimed copyright infringement should be e-mailed to our copyright agent at [info@Alza4.com](mailto:info@alza4.com) with “DMCA Takedown Request” in the subject line.

To be effective, the notification must be in writing and contain the following information:

* an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest.
* a description of the copyrighted work that you claim has been infringed.
* a description of where the material that you claim is infringing is located on the Properties that is reasonably sufficient to enable us to identify and locate the material.
* how we can contact you, such as your address, telephone number and e-mail address.
* a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or by law; and
* a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material.

**UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PENALTIES FOR PERJURY AND CIVIL LIABILITY, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.**  
This process is intended solely for notifying Alza4 and its affiliates that your copyrighted material may have been infringed. The requirements outlined herein are designed to comply with Alza4’s obligations under the Digital Millennium Copyright Act (DMCA), specifically 17 U.S.C. § 512(c), and do not constitute legal advice. You may wish to consult an attorney regarding your rights and responsibilities under the DMCA and relevant Pennsylvania or federal law.

**21. Disclaimers**

You understand that products offered by Alza4 may contain materials that could be dangerous if handled improperly, and you acknowledge that Alza4 is not liable for any personal injury or property damage arising from any misuse of any products offered through the Properties. You further acknowledge that products may not be suitable for use by children, and you expressly assume sole liability for providing any individual under the age of 18 with access to any products. You hereby agree not use products for any illegal purpose and you assume all liability for any action you take for any action that is contrary to any law, rule, or regulation of any territory.

**Under Pennsylvania state law, residents using this service are entitled to the following consumer rights notice:**  
If you have a complaint or require assistance, you may contact the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, at 15th Floor, Strawberry Square, Harrisburg, PA 17120, or by calling 1-800-441-2555.

**22. Warranty Disclaimer**

The information, software, products and services included in or available through the Properties are continually upgraded and updated. While Alza4 will use commercially reasonable efforts to verify the accuracy of any information it places on the Properties, Alza4 does not warrant or represent that such information, products and/or services are reliable, accurate, complete, uninterrupted, error free, secure or free of defects, viruses or bugs. ACCORDINGLY, THE PROPERTIES IS PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND AND YOUR USE OF THE PROPERTIES IS ENTIRELY AT YOUR OWN RISK. ALZA4 AND/OR ITS SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, REGARDING THE PROPERTIES, INFORMATION, SOFTWARE, PRODUCTS SERVICES OR RELATED GRAPHICS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY PURPOSE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, COMPATIBILITY, SECURITY AND ACCURACY, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN STATES AND JURISDICTIONS IN WHICH THE EXCLUSION OF WARRANTY IS PROHIBITED, SUCH EXCLUSIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED.

ALZA4 DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILTY FOR ANY INFORMATION, PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PROPERTIES OR ANY LINKED SITE AND ALZA4 WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY LINKED SITE. ANY SUCH LINKS ARE PROVIDED FOR YOUR CONVENIENCE ONLY. IF YOU CHOOSE TO CLICK ON ANY SUCH LINKS, YOU ACKNOWLEDGE AND AGREE THAT YOU, NOT ALZA4, ARE DISPLAYING ITS CONTENTS AND YOU ACCESS SUCH LINKED SITES AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED BY ANY SOCIAL MEDIA SERVICES IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH SOCIAL MEDIA ACCOUNTS. You acknowledge and agree that any reliance on the information and other materials included on the Properties shall be at your sole risk and responsibility. Alza4 reserves the right, in its sole and absolute discretion, to correct any errors or omissions in any part of the Properties and to make changes to the services, materials, products, programs and features included therein at any time with or without notice.

**23. Medical, Nutrition and Fitness Information**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL MEDICAL, NUTRITION AND FITNESS INFORMATION PROVIDED ON THE PROPERTIES, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY ALZA4 OR BY OTHER USERS OR THIRD PARTIES, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (i) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (ii) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (iii) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. PLEASE CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER IF YOU HAVE HEALTH-RELATED QUESTIONS BEFORE USING ANY OF OUR PRODUCTS OR RELYING ON ANY INFORMATION YOU OBTAIN ON THE PROPERTIES. 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. SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY.

YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON OR VIA THE PROPERTIES AND YOU SHOULD NOT USE THE PROPERTIES OR ANY CONTENT AVAILABLE THROUGH OR VIA THE PROPERTIES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF ANY CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND ALZA4, ITS AFFILIATES OR ANY THIRD PARTY.

THE PROPERTIES MAY PERIODICALLY PROVIDE INFORMATION CONCERNING FITNESS AND ATHLETIC ACTIVITIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH ACTIVITIES CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES, EVEN IF CAUSED IN WHOLE OR PART BY OUR ACTION, INACTION OR NEGLIGENCE OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS. ALZA4 STRONGLY RECOMMENDS THAT YOU CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER BEFORE BEGINNING ANY NEW FITNESS PROGRAM OR ENGAGING IN ANY NEW ATHLETIC ACTIVITIES.

**24. Indemnity and Release**

You agree to defend, indemnify, and hold harmless Alza4 and its agents, managers, affiliates, licensors, licensees, successors and assigns and each of their respective directors, officers, contractors, employees, agents, service providers and partners (“Indemnified Parties”), from and against any demands, losses, cost or debt, liabilities, claims or expenses (including reasonable attorneys’ fees) made against Alza4 by any third party due to or arising out of or in connection with (i) your use of and access to the Properties, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy, right of publicity or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) your User Generated Material or any that is submitted via your account; or (vi) any other party’s access and use of the Properties with your unique username, password, or other appropriate security code.

Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liabilities, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these Terms, the Privacy Policy and/or any use by you of the Properties.

**Pennsylvania Residents:** By agreeing to this release, you acknowledge and accept that it includes all claims, known or unknown, suspected or unsuspected, and you expressly waive any principles of law in Pennsylvania that would otherwise limit the scope of this release to only those claims that are known or suspected at the time of execution.

**25. Limitations on Liability**

THE PROVIDERS WHOSE THIRD-PARTY PRODUCTS AND SERVICES ARE AVAILABLE ON THE PROPERTIES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF ALZA4. ALZA4 IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH PROVIDERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR EXPENSES RESULTING, DIRECTLY OR INDIRECTLY, FROM SUCH PRODUCTS AND/OR SERVICES.

EXCEPT FOR A BREACH OF THESE TERMS BY YOU (SUCH AS, FOR EXAMPLE, A COMMERCIAL USE OF THE PROPERTIES IN VIOLATION OF THESE TERMS), A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR INDEMNIFICATION OBLIGATIONS OR WITH RESPECT TO PRODUCTS OR SERVICES THAT WE PROVIDE TO A SPECIFIC CONSUMER FOR A FEE WHICH SHALL BE GOVERNED BY ITS OWN CONTRACTUAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOU OR ALZA4 AND/OR ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, GOODWILL OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PROPERTIES, THE DELAY OR INABILITY TO USE THE PROPERTIES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES AND/OR FUNCTIONALITY OF THE PROPERTIES, OR FOR ANY CONTENT, PRODUCTS OR SERVICES OBTAINED OR PURCHASED THROUGH THE PROPERTIES, OR OTHERWISE ARISING OUT OF THE USE OF THE PROPERTIES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ALZA4 AND/OR ANY OF ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN STATES AND JURISDICTIONS IN WHICH LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE PROHIBITED, SUCH LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PROPERTIES OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROPERTIES. EXCEPT FOR A BREACH OF THESE TERMS BY YOU (SUCH AS, FOR EXAMPLE, A COMMERCIAL USE OF THE PROPERTIES IN VIOLATION OF THESE TERMS), VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR INDEMNIFICATION OBLIGATIONS OR WITH RESPECT TO PRODUCTS OR SERVICES THAT WE PROVIDE TO A SPECIFIC CONSUMER FOR A FEE WHICH SHALL BE GOVERNED BY ITS OWN CONTRACTUAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOUR OR OUR TOTAL LIABILITY FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE PROPERTIES OR $50 (WHICHEVER IS LESS).

UNDER NO CIRCUMSTANCES WILL ALZA4 AND/OR ANY OF ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PROPERTIES, YOUR DATA OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. WE RESERVE THE RIGHT AT ALL TIMES TO DISCLOSE ANY INFORMATION THAT WE DEEM NECESSARY TO COMPLY WITH ANY APPLICABLE LAW, RULE, REGULATION, LEGAL PROCESS OR GOVERNMENTAL REQUEST. YOU WAIVE AND HOLD HARMLESS ALZA4 AND ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION RELATING TO YOUR ACCOUNT OR TAKEN AS A RESULT OF ANY SUCH DISCLOSURE. ALZA4 MAKES NO REPRESENTATION THAT THE PROPERTIES IS APPROPRIATE OR AVAILABLE FOR USE AT LOCATIONS OUTSIDE OF THE UNITED STATES. ACCESS TO THE PROPERTIES FROM TERRITORIES WHERE SUCH SERVICES ARE ILLEGAL IS STRICTLY PROHIBITED. IF YOU ACCESS THE PROPERTIES FROM A LOCATION OUTSIDE OF THE UNITED STATES, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL AND OTHER APPLICABLE LAWS.

**26. Law and Jurisdiction**

These Terms and any dispute that may arise between you and Alza4 shall be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law and the laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction).

Unless you and Alza4 agree otherwise, to the fullest extent permitted by law, the state and federal courts that encompass Montgomery County, Pennsylvania, shall have exclusive jurisdiction over any disputes (except for claims brought in small claims court) that are not subject to arbitration or over any action that seeks to enforce or challenge the enforceability of the Arbitration Agreement (set forth in Section 27 below) or any provision of the Arbitration Agreement. You and Alza4 consent to the jurisdiction of those courts and waive any objection to personal jurisdiction or to laying of venue in such courts due to (a) inconvenient forum or (b) any other basis or any right to seek to transfer or change venue of any such action to another court.

DISPUTES ARISING FROM THESE TERMS AND YOUR USE OF THE PROPERTIES SHALL BE RESOLVED BY BINDING ARBITRATION AS PROVIDED BELOW. BY AGREEING TO BINDING ARBITRATION, YOU ARE HEREBY WAIVING THE RIGHT TO BRING DISPUTES TO A COURT, INCLUDING THE RIGHT TO TRIAL BY JURY. 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. ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE PROPERTIES MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

**27. Dispute Resolution: Binding Arbitration and Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY AS IT CONTAINS AN ARBITRATION AGREEMENT. THIS SECTION MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. THIS SECTION ALSO SETS FORTH PROCEDURES FOR FINAL, BINDING, INDIVIDUAL ARBITRATION AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION IN ARBITRATION OR LITIGATION.

THIS SECTION ALSO ADDRESSES THAT YOU AND ALZA4 ARE GIVING UP THE RIGHT TO HAVE A JURY TRIAL TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW AND TO FILE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. AS SUCH, ARBITRATIONS TYPICALLY INVOLVE LESS DISCOVERY AND ARE LESS LIKELY TO OBTAIN APPELLATE REVIEW THAN MATTERS FILED IN THE STATE OR FEDERAL COURT.

Most customer concerns can be resolved by reaching out to our Customer Experience team at info@alza4.com. In the event our Customer Experience team is unable to resolve a complaint to your satisfaction, this Section explains how any Dispute (as defined below) will be resolved.

For purposes of this Section, the terms “Alza4”, “our”, “we”, or “us” includes Alza4 Inc., and its present or future affiliates or subsidiaries, and any persons or entities (including agents, representatives or employees) related to Alza4 or its present or future affiliates or subsidiaries.

ARBITRATION AGREEMENT: YOU AND ALZA4 AGREE THAT ANY DISPUTE (DEFINED BELOW) SHALL BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION EXCEPT AS OTHERWISE PROVIDED HEREIN. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY ELECT TO HAVE INDIVIDUAL CLAIMS HEARD IN SMALL CLAIMS COURT IF THOSE CLAIMS QUALIFY FOR SMALL CLAIMS COURT AND SO LONG AS THE MATTER REMAINS IN SUCH COURT AND IS NOT REMOVED OR APPEALED TO A COURT OF GENERAL JURISDICTION AND ADVANCES ONLY ON AN INDIVIDUAL (NON-CLASS ACTION BASIS). ANY DISPUTE OVER WHETHER CLAIMS QUALIFY FOR SMALL CLAIMS COURT IS FOR THE SMALL CLAIMS COURT TO DECIDE IN THE FIRST INSTANCE AND, IF NECESSARY, FOR A COURT OF COMPETENT JURISDICTION TO DECIDE.

You and Alza4 agree that these Terms affect interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and federal arbitration law apply to this Arbitration Agreement and govern all questions as to whether a Dispute is subject to arbitration. For purposes of this Section, “Dispute” shall include, but is not limited to, any claims or controversies between you and Alza4 that are related in any way to these Terms, including, but not limited to, your use of the Properties, Website, sales, returns, refunds, cancellations, defects, policies, privacy, advertising, and/or any communications between you and Alza4, even if the Dispute arises after the termination of your relationship with Alza4. “Dispute” also includes, without limitation, claims that: (a) you bring against Alza4; (b) Alza4 brings against you; (c) in any way relate to or arise out of any aspect of the relationship between you and Alza4, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims, or any other legal theory; (d) arose before you entered into these Terms or out of a prior agreement with Alza4 (including, without limitation, claims relating to advertising); (e) are subject to ongoing litigation where you are not a party or a member of a certified class; and/or (f) arise after the termination of these Terms. The arbitrator shall decide all issues except for: (a) those that are specifically reserved for a court herein; (b) those issues relating to the scope, validity, and enforceability of the Arbitration Agreement or any of the provisions of this Section; (c) any issues arising from or relating to the arbitrability of any Dispute; and (d) whether the arbitration administrator cannot or will not administer the arbitration in accordance with this Arbitration Agreement—all of which are for a court of competent jurisdiction to decide. These Terms and this Arbitration Agreement do not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Notwithstanding the foregoing, for certain claims, like violations of these Terms or breaches of intellectual property covenants, we reserve the right to seek injunctive relief in a court of competent jurisdiction.

* Mandatory Pre-Arbitration Informal Dispute Resolution. You and Alza4 agree to engage in a good faith attempt to try to resolve any Dispute informally prior to you or Alza4 initiating an arbitration proceeding. Prior to initiating arbitration, You or Alza4 must first send a written notice to the other party providing a detailed description of the Dispute; your or our name and contact information (address, telephone number, email address, and account number if applicable); sufficient information to enable you or us to identify any transaction at issue (including any receipts or purchase details); and a detailed description of: (a) the nature and basis of the Dispute and any claims and (b) the nature and basis of the relief sought (including a detailed calculation of any damages). Your notice to us must be personally signed by you and notarized by a notary public. If you are represented by legal counsel, the signature of your legal counsel can be substituted for that of a notary public. Our notice to you must be personally signed by a Alza4 representative and notarized by a notary public. If Alza4 is represented by legal counsel, the signature of said counsel can be substituted for that of a notary public.

Your notice to Alza4 must be sent to Alza4 LLC, via certified mail and an electronic copy must be sent to [info@Alza4.com](mailto:info@vivosage.com). Our notice to you must be sent via certified mail and email to the most recent contact information that you have provided to us.

For a period of 60 days from the date of receipt of a completed notice from the other party, the parties will work together using reasonable efforts to try and resolve the Dispute. If requested by Alza4 in connection with a notice initiated by you, you agree to personally participate in an individualized telephone settlement conference within fourteen (14) days of this request (and if you are represented by an attorney, your attorney may also participate) to discuss a potential early resolution of the matter. If requested by you in connection with a notice initiated by us, we agree to have a Alza4 representative personally participate in an individualized, telephone settlement conference within fourteen (14) days of the request (and if we are represented by an attorney, our attorney may also participate). If the Dispute is not resolved within this 60-day period (which can be extended by agreement of the parties), you or we may commence arbitration consistent with the process set forth below. Compliance with this informal dispute resolution process is mandatory and a condition precedent to initiating arbitration.

Any applicable limitations period (including statutes of limitations) shall be tolled while the parties engage in this informal dispute resolution process.

If the sufficiency of a notice or compliance with this informal dispute resolution process is at issue, such issues may be raised with and decided by a court of competent jurisdiction at either party’s election, or any arbitration shall be stayed pending resolution of the issue.

The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to join the filing or prosecution of a demand for arbitration or the assessment or payment of arbitration fees. You or we may also elect to raise non-compliance with this informal dispute resolution process and seek relief in arbitration.

* Arbitration Rules and Procedures; Individualized Relief; Fees. To begin an arbitration proceeding, you must send an arbitration demand to the American Arbitration Association (the “AAA”), with a copy to Alza4 LLC., and [info@Alza4.com](mailto:info@alza4.com), or we must send an arbitration demand to the AAA with a copy sent to you at the most current address (or email address) we have on file. The arbitration demand must be accompanied by a certification of completion of the informal dispute resolution process and a copy of the notice. The arbitration demand and certification must be personally signed by you or your attorney, if you are represented by legal counsel (if you are initiating arbitration) or by a Alza4 representative or our attorney, if we are represented by legal counsel (if we are initiating arbitration). By filing the arbitration demand, the party and its attorney initiating the arbitration represent that to the best of their information, knowledge, and belief, formed after a reasonable inquiry: (a) the arbitration demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (b) the claims or other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (c) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after reasonable opportunity for further investigation or discovery. The arbitrator is expressly authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel.

The arbitration will be administered by the AAA under its applicable rules, including the AAA’s Consumer Arbitration Rules and Mass Arbitration Supplementary Rules, as applicable (the “AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules and fee information are available at<https://www.adr.org/>. If the AAA is unavailable or unwilling to administer the arbitration consistent with the AAA Rules as modified by this Arbitration Agreement, the parties shall agree on an administrator that will do so. If the parties cannot agree on an administrator, they shall jointly petition a court of competent jurisdiction to appoint an administrator that will administer the arbitration consistent with the AAA Rules as modified by this Arbitration Agreement. Payment of all arbitration fees will be governed by the AAA Rules as modified by this Arbitration Agreement. Alza4 will consider a request to reimburse the consumer filing fee upon a demonstration of hardship. You and we agree that the parties have a shared interest in reducing the fees and costs and increasing the efficiencies associated with arbitration. Therefore, you or we may elect to engage with the AAA regarding fees, and you and we agree that the parties (and your and our counsel, if you and we are represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.

You may choose to have the arbitration conducted by a phone, video, or in-person hearing, or through written submissions, except any Dispute seeking $25,000 or more or injunctive relief shall have an in-person or video hearing. You and Alza4 reserve the right to request a hearing in any matter from the arbitrator. You and Alza4 agree that you and a Alza4 representative will personally appear at any hearing (along with your and our respective legal counsel, if the parties are represented by counsel). If an in-person arbitration hearing is required, then it will be conducted at a location that is reasonably convenient to you or at another mutually agreed-upon location.

The arbitration will be conducted by a single arbitrator who will apply these Terms as a court would and will adjudicate any Dispute according to applicable law and facts based upon the record only. The arbitrator shall issue a reasoned written award. The cost-shifting provisions of Federal Rule of Civil Procedure 68 shall apply and be enforced by the arbitrator after the entry of an award. The arbitration award shall have no preclusive effect in any other arbitration or proceeding that does not involve you and Alza4. An award that has been satisfied may not be entered in court.

UNLESS BOTH YOU AND WE AGREE OTHERWISE, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL BASIS. CLAIMS OF MORE THAN ONE PERSON CANNOT BE ARBITRATED JOINTLY OR BE CONSOLIDATED WITH THOSE OF ANY OTHER PERSON. ADDITIONALLY, YOU AND ALZA4 AGREE THAT THE ARBITRATOR MAY AWARD INDIVIDUAL RELIEF AVAILABLE IN COURT (INCLUDING, WITHOUT LIMITATION, DAMAGES, DECLARATORY, INJUNCTIVE, OR OTHER EQUITABLE RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY’S PARTICULAR CLAIM. THE ARBITRATOR MAY NOT ISSUE A “PUBLIC INJUNCTION.” THE ARBITRATOR DOES NOT HAVE THE POWER TO VARY THESE CLASS ACTION WAIVER PROVISIONS. IF, FOR ANY REASON, A COURT OF COMPETENT JURISDICTION HOLDS THAT THESE RESTRICTIONS ARE UNENFORCEABLE WITH RESPECT TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), AND ALL APPEALS FROM THAT DECISION HAVE BEEN EXHAUSTED (OR THE DECISION IS OTHERWISE FINAL), THE PARTIES AGREE THAT THE PARTICULAR CLAIM OR REQUEST FOR RELIEF MAY PROCEED IN A COURT OF COMPETENT JURISDICTION BUT SHALL BE STAYED PENDING ARBITRATION OF ALL REMAINING CLAIMS AND REQUESTS FOR RELIEF.

* Additional Procedures for Mass Filings. You and Alza4 agree that these procedures (in addition to all others provided in Section) shall also apply if you choose to participate in a “Mass Filing” (defined below).

If 25 or more similar Disputes (including yours) are asserted against Alza4 by the same or coordinated counsel or are otherwise coordinated (“Mass Filing”), consistent with the definition and criteria of Mass Filing set forth in the AAA Rules, you understand and agree that by choosing to be part of a Mass Filing, these additional procedures shall apply, and the resolution of your Dispute might be delayed and ultimately proceed in court if not resolved through the process set forth below. The parties agree that throughout this process, their counsel shall meet and confer to informally resolve the Disputes, streamline procedures, address the informal exchange of information, modify the number of Disputes to be adjudicated and to promote efficiency, conservation of resources, and the resolution of claims.

If your claim is part of a Mass Filing, any applicable period (including statutes of limitations) shall be tolled for your Dispute from the time that the Mass Filing is first submitted to the AAA until your Dispute proceeds in arbitration or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this Section.

STAGE ONE: Assuming there are at least 25 Disputes submitted as part of the Mass Filing, your counsel and our counsel shall each select 10 Disputes (per side) to proceed as cases in individual arbitration proceedings as part of an initial staged process. Alternatively, either side’s counsel may elect to have their 10 cases selected randomly. The number of Disputes to be selected to proceed as part of this initial staged process can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually in Stage One). Each of the 20 (or fewer) cases shall be assigned to a different arbitrator and proceed in individual arbitration. If a case is withdrawn without the consent of both parties, then another Dispute shall be selected consistent with the selection process referenced above to proceed as part of this Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of a staged process. If after this initial set of proceedings the parties are unable to resolve the remaining Disputes, they shall participate in a global mediation session with a retired federal or state court judge to be jointly selected by counsel for the parties in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One), and Alza4 shall pay the mediator’s fee. Depending on the number of Disputes submitted, the parties may agree on a smaller or higher number of Disputes to proceed as individual arbitrations in Stage One.

STAGE TWO: If the remaining Disputes have not been resolved at the conclusion of Stage One, including mediation, counsel for the claimants and counsel for Alza4 shall each select 10 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agree to in writing following mediation or through continuing, good faith discussions. Alternatively, either side’s counsel may elect to have their 10 Disputes selected randomly. The number of Disputes to be selected to proceed as part of this second staged process can be increased by agreement of counsel for the parties (and if there are fewer than 20 remaining Disputes, all shall proceed individually in Stage Two). No more than 3 cases may be assigned to a single arbitrator to proceed individually unless the parties agree otherwise. If a case is withdrawn without the consent of both parties, then another Dispute shall be selected consistent with the selection process referenced above to proceed as part of this Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings is completed, the parties shall engage in a global mediation session of all remaining Disputes with a retired federal or state court judge to be jointly selected by counsel for the parties in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and Alza4 shall again pay the mediator’s fee. Depending on the number of Disputes submitted, the parties may agree on a smaller or higher number of Disputes to proceed as individual arbitrations in Stage Two, and in any subsequent stages.

Upon the completion of the global mediation session set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may only proceed in a court of competent jurisdiction consistent with these Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of the remaining Disputes in individual arbitration proceedings consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel for the parties) or through another mutually agreeable process.

A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Mass Filings section of the Arbitration Agreement, including by enjoining the Mass Filing, the prosecution or administration of arbitrations, and the assessment or collection of arbitration fees.

The Additional Procedures for Mass Filings section of the Arbitration Agreement and each of its requirements are essential parts of this Arbitration Agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that this section applies to your Dispute and is not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

* Severability and Survival. Except as specifically provided in the Arbitration Agreement (e.g., the Additional Procedures for Mass Filings), if any part or parts of this Arbitration Agreement is/are found by a court of competent jurisdiction to be invalid or unenforceable as to your Dispute, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect. This Arbitration Agreement will survive the termination of these Terms.

Waiver of Jury Trial; Waiver of Class Actions. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU AND ALZA4 WAIVE THE RIGHT TO A JURY TRIAL. YOU AND ALZA4 ALSO WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN ARBITRATION OR IN LITIGATION IN COURT. NOTWITHSTANDING THE FOREGOING, THE PARTIES RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION.

**28. Waiver and Severability**

No waiver by Alza4 of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of Alza4 to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. The “Severability and Survival” provision (Section 27(E) above) shall apply to the terms of the Arbitration Agreement set forth in Section 27. If any other provision of these Terms is held by a court or other tribunal of competent jurisdiction, or an arbitrator, to be invalid, illegal or unenforceable for any reason, such provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

**29. Assignment**

These Terms and any rights and licenses granted hereunder may not be transferred or assigned by you. We may assign our rights under these Terms without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

**30. Admissibility**

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

**31. Entire Agreement**

These Terms and the other agreements referred to herein constitute the sole and entire agreement between you and Alza4 with respect to the Properties and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Properties.

It is our goal to provide you with a first-class user experience, so if you have any questions or comments about these Terms, please feel free to contact us at: <mailto:info@alza4.com>