**Terms of Use Agreement - Last Updated 2025/5/29**

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19. **Purpose**

Welcome to the NEXTSTAR family of websites which includes our country-specific websites, mobile websites, mobile apps, blogs and website for programs like NEXTSTAR Program, and Autoship & Save Program (collectively, the “Site”). This NEXTSTAR Terms of Use Agreement ("Agreement") sets forth the agreement with ROADMIR BIO Co.,Ltd. (“NEXTSTAR”). This Agreement governs your use of the Site, the NEXTSTAR Program, the NEXTSTAR Autoship & Save Program (“Autoship & Save”), and the NEXTSTAR Privacy Policy (“Privacy Policy”). Please read this Agreement carefully and fully before using the Site or participating in the NEXTSTAR Program or Autoship & Save, or disclosing to us any personal information.

By using the Site and/or participating in the NEXTSTAR Program or Autoship & Save, or disclosing to us any personal information: (i) you agree that you have read and understood the terms of this Agreement, (ii) you accept and agree to be bound by the terms of this Agreement, and (iii) you accept and agree to abide by all laws and regulations applicable to the subject matter of this Agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE SITE OR PARTICIPATE IN THE NEXTSTAR PROGRAM, OR DISCLOSE TO US ANY PERSONAL INFORMATION.

The terms in this Agreement may change periodically and may be revised at any time and from time to time at our sole discretion by updating this posting. You should visit this page from time to time to review the then current terms of use because they are binding on you. Your continued use of the Site and/or Participation in the NEXTSTAR Program, or Autoship & Save means that you accept any changes or modifications to this Agreement. If any modification is unacceptable to you, your only recourse is to terminate this Agreement by contacting [Customer Service.](https://sg.iherb.com/info/contact) Certain provisions of the terms contained in this Agreement may be superseded by legal notices or terms located on particular pages of the Site, or through specific programs terms for the NEXTSTAR Program, and Autoship & Save .

RISK OF LOSS/TITLE TRANSFER:

All purchases of products are made pursuant to the respective INCOTERMS designated upon order placement. Title for any products purchased by you will transfer upon our delivery to the carrier.

1. **Code of Conduct**

NEXTSTAR’s [Code of Conduct](https://s3.images-iherb.com/cms/pdf/iherb_code_of_conduct_business_ethics_11_19_19.pdf) is included in this Agreement. Participants in NEXTSTAR's Program and customers, vendors, visitors to the Site, and stakeholders are expected to comply with the Code of Conduct.

1. **Not Healthcare Advice**

The products and claims made about specific products on or through the Site have not been evaluated by the United States Food and Drug Administration and are not approved to diagnose, treat, cure or prevent disease.

The Site is not intended to provide diagnosis, treatment or medical advice. Products, services, information and other content provided on the Site, including information that may be provided on the Site directly or by linking to third-party websites are provided for informational purposes only. Please consult with a physician or other healthcare professional regarding any medical or health related diagnosis or treatment options.

Information provided on the Site and linked websites, including information relating to medical and health conditions, treatments and products may be provided in summary form. Information on the Site including any product label or packaging should not be considered as a substitute for advice from a healthcare professional. The Site does not recommend self-management of health issues. Information on the Site is not comprehensive and does not cover all diseases, ailments, physical conditions or their treatment. Contact your healthcare professional promptly should you have any health-related questions. Never disregard or delay medical advice based upon information you may have read on the Site.

Links to or access from any third-party websites or resources is not an endorsement of any information, product or service. We are not responsible for the content or performance of any third-party websites. Use of any third-party websites is at your own risk.

You should not use the information or services on the Site to diagnose or treat any health issues or for prescription of any medication or other treatment. You should always consult with your healthcare professional and read information provided by the product manufacturer and any product label or packaging, prior to using any medication, nutritional, herbal or homeopathic product or before beginning any exercise or diet program or starting any treatment for a health issue. Individuals are different and may react differently to different products. You should consult your physician about interactions between medications you are taking and nutritional supplements. Comments made in any forums on the Site by employees or Site users are strictly their own personal views made in their own personal capacity and are not claims made by us or do they represent our positions or views. Product ratings by any current or previous employees or Site users are strictly their own personal views made in their own personal capacity and are not intended as a substitute for appropriate medical care or advice from a healthcare professional. We are not liable for any information provided on the Site with regard to recommendations regarding supplements for any health purposes.

Always check the product label or packaging prior to using any product. If there are discrepancies, customers should follow the information provided on the product label or packaging. You should contact the manufacturer directly for clarification as to product labeling and packaging details and recommended use.

1. **Product Purchases**

To the extent you make purchases on the Site, you agree that all purchases of products are made pursuant to the respective INCOTERMS designated upon order placement. Title for any products purchased by you will transfer upon our delivery to the carrier.

It is your responsibility to ascertain and comply with all applicable local, state, federal, and international laws regarding the receipt, possession, use, and sale of any item purchased from this Site.

When ordering from NEXTSTAR you are responsible for assuring the product can be lawfully imported into your country. Customers are the importers of record and must comply with all laws and regulations of the destination country.

NEXTSTAR reserves the right to prohibit purchases of any merchandise to resellers. Resellers are defined as a company or an individual that purchases goods with the intention of selling them rather than using them. NEXTSTAR does not support sales tax exemption requests for businesses or resellers.

1. **Usage & Termination**

By using our Site and/or participating in the NEXTSTAR Program and/or Autoship & Save, you represent and agree that you are at least eighteen (18) years of age or older and are fully able and competent to agree to the terms in this Agreement or any Program terms and conditions. If you are under the age of 18, you are not permitted to use this Site or participate in any Program.

* 1. **Account Setup & Use**

You may be required to establish an account on the Site in order to use certain features. When creating an account, you agree to provide accurate, true, complete and current information about yourself as prompted by the Site and to promptly update such information to maintain accurate, true, complete and current information. If you provide any inaccurate, false, incomplete or outdated information or we in our sole discretion suspect that such information is inaccurate, false, incomplete or outdated, we reserve the right to suspend or terminate your account and prohibit any and all current or future use of the Site or any portion thereof by you. During the registration process you will create a username and password. You are responsible for the confidentiality of your account and password and are fully responsible for all activities that occur under your account or password. You agree to immediately notify us of any unauthorized use of your account or password or any other security breach and to ensure that you exit from your account at the end of each session. You agree to be responsible for all charges resulting from the use of your account on the Site including charges resulting from unauthorized use of your account. We are not liable for any loss or damage resulting from your failure to comply with this section.

* 1. **Use of the site**

You agree to use the Site and engage in the Programs for lawful purposes and that you are responsible for your use of and communications on the Site. You agree not to post on or transmit through the Site any unlawful, infringing, defamatory, obscene, indecent, threatening, offensive or otherwise objectionable material of any kind including any material that encourages illegal conduct or conduct that would encourage civil liability, infringe on other's intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use the Site in a manner that would interfere with normal operation or infringe on any others use of the Site.

You agree not to access the Site by any means other than the interface we provide. Displaying or running the Site or any information or material displayed on the Site in frames or through similar means on another website without our prior authorization is prohibited. Any permitted links to the Site must comply with all applicable laws, rules and regulations.

We make no representation that materials contained on the Site or that products described or offered on the Site are appropriate or available for use in jurisdictions outside the United States, or that this Agreement complies with the laws of any other country. Users of the Site outside the United States do so at their own initiative and risk and are responsible for complying with all applicable laws and regulations, and undertake to, at the time of purchase of a product, to ascertain whether the importation of the respective product is allowed by the laws of their country and by the applicable governmental agencies. You agree not to access the Site from any location or territory where its contents are illegal and that you and not us, are responsible for compliance with all applicable laws and regulations.

You may not use the Site or NEXTSTAR’s services if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the government of the country where you are accessing the Site or using NEXTSTAR’s services. You are responsible for compliance with all U.S. or other export and re-export restrictions that may apply to goods.

* 1. **Termination or Suspension of the Agreement**

This Agreement is effective until terminated by either us or you. We, in our sole discretion, may suspend or terminate this Agreement at any time without notice and deny you access to the Site or any portion of it. You may terminate this Agreement at any time by contacting [Customer Service](https://www.iherb.com/info/contact) and discontinuing all use of the Site and the Rewards Program, Reviews Program, and Autoship & Save. Upon termination by us or you, you must destroy all materials obtained from the Site including all copies of such materials whether made under the terms of use contained in this Agreement or otherwise. We reserve the right to modify or discontinue, temporarily or permanently, the Site or any portion of it with notice to you.

* 1. **Account Termination**

We reserve the right to terminate any account if your order is deemed fraudulent or credit card charges are disputed. You agree that we may terminate or suspend your access to all or part of the Site, with or without notice, for any conduct that we, in our sole discretion, believe is in violation of any part of this Agreement, laws or regulations or is harmful to another user or us or our affiliates.

The following shall survive any termination of the Agreement either by us or you; Privacy, Liability Disclaimer, Severability; Interpretation, and Miscellaneous.

* 1. **Google Maps/Google Earth**

Some areas of the Site implement Google Maps/Google Earth mapping services. Your use of Google Maps/Google Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](https://maps.google.com/help/terms_maps.html) and the Google [Privacy Policy](https://policies.google.com/privacy?hl=en&gl=us).

1. **Pricing**

With respect to items sold by NEXTSTAR, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. Subject to applicable law, if the correct price of an item sold by NEXTSTAR is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

1. **User Content and Conduct**

[User Generated Content Guidelines](https://www.iherb.com/ugc/terms) are included in this Agreement. All User Generated Content must comply with the guidelines which are a binding part of this Agreement. Additionally, all User Generated content should comply with the Code of Conduct in this Agreement. User Generate Content, including product reviews, solely reflect the views and opinions expressed by the contributor and not those of NEXTSTAR. NEXTSTAR does not verify or endorse any claims made in reviews. Statements regarding dietary supplements have not been evaluated by the FDA and are not intended to diagnose, treat, cure, or prevent any disease or health condition.

1. **Privacy**

By agreeing and adhering to the terms of this Agreement, You also confirm that You understand NEXTSTAR’s Privacy Policy. To learn more about what we do with your information please review the NEXTSTAR [Privacy Policy](https://www.iherb.com/info/privacy).

1. **Consent to Communications**

You consent to receive SMS messages (including text messages) from us to the specific number(s) you have provided to us with information or questions about your account and/or orders.

You may also have elected to receive marketing and promotional SMS messages (including text messages) from us. Your consent to receive marketing and promotional SMS messages is not required to purchase goods or services. If you have elected to receive SMS marketing messages, we will send you an SMS to confirm your election. Message and data rates may apply and message frequency may vary. Carriers are not liable for delayed or undelivered messages.

You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. NEXTSTAR may use such means of communication described in this section even if you will incur costs to receive such messages, text messages, e-mails or other means, which may occur.

You can stop receiving SMS messages (including text messages) at any time by replying “STOP” to any message you receive from us and we will send you a message confirming your election. If you want to start receiving messages again, sign up as you did the first time. If you need help, text “HELP” to any message you receive from us or email service@NEXTSTARbio.com. Message and data rates may apply and message frequency may vary. Carriers are not liable for delayed or undelivered messages.

For customer support, [please visit contact us page.](https://secure.iherb.com/info/Contact)

1. **Programs**

Your participation in the NEXTSTAR Programs is voluntary and is effective until terminated by either NEXTSTAR or you.

1. **Liability Disclaimer**

YOU AGREE THAT THE USE OF THE SITE OR PARTICIPATION IN ANY PROGRAM IS AT YOUR SOLE RISK. THE SITE, THE PROGRAMS AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. NEXTSTAR AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF ANY OF THEM (COLLECTIVELY, "NEXTSTAR ENTITIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NEXTSTAR ENTITIES EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS ATTRIBUTABLE TO NORMAL WEAR, PRODUCT MISUSE OR MODIFICATION, ABUSE, INCORRECT PRODUCT SELECTION AND NOT FOLLOWING PRINTED DIRECTIONS.

NEXTSTAR ENTITIES MAKE NO WARRANTY THAT THE SITE OR ANY PROGRAM WILL MEET YOUR REQUIREMENTS, THE SITE WILL BE TIMELY, SECURE, ERROR FREE OR UNINTERRUPTED, THE RESULTS OBTAINED FROM THE SITE OR FROM ANY PROGRAM WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS AND ANY SITE ERRORS WILL BE CORRECTED. NEXTSTAR DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. NEXTSTAR IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, PRODUCT DESCRIPTIONS, TEXT OR PHOTOGRAPHY. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE OR VIA ANY PROGRAM IS DONE AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL. NO INFORMATION OBTAINED BY YOU FROM NEXTSTAR ENTITIES, THROUGH THE SITE OR THROUGH A PROGRAM SHALL CREATE ANY WARRANTY RELATING TO THE SITE OR SUCH PROGRAM NOT EXPRESSLY STATED IN THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEXTSTAR ENTITIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF NEXTSTAR ENTITIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE ARRANGEMENT BETWEEN NEXTSTAR AND YOU. THE PRODUCTS, INFORMATION, PROGRAMS AND SERVICES OFFERED ON AND THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SUBJECT TO THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) IF YOU ARE A CUSTOMER, THE MAXIMUM LIABILITY OF NEXTSTAR ENTITIES SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR ANY PRODUCT, INFORMATION OR SERVICE PURCHASED BY YOU FROM NEXTSTAR ON THE SITE, AND (II) IF YOU ARE A PARTICIPANT IN ANY PROGRAM, THE MAXIMUM LIABILITY OF NEXTSTAR ENTITIES SHALL BE LIMITED TO THE AMOUNT CREDITED OR PAID TO YOU BY NEXTSTAR UNDER THE APPLICABLE PROGRAM DURING 12 MONTHS PRIOR TO THE DATE LEADING TO LIABILITY.

BECAUSE SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, YOUR PARTICIPATION IN ANY PROGRAM OR WITH ANY OF THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE OR PARTICIPATING IN THE APPLICABLE PROGRAM. IN NEW JERSEY, THESE DISCLAIMERS AND LIMITATIONS DO NOT APPLY TO LIABILITY RESULTING FROM INTENTIONAL OR RECKLESS CONDUCT, GROSS NEGLIGENCE, STRICT LIABILITY, NEGLIGENCE, OR VIOLATION OF A STATUTORILY IMPOSED DUTY ON THE PART OF NEXTSTAR.

WE MAKE NO GUARANTEE OR WARRANTY WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES FOR INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY THIRD PARTIES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NEW JERSEY, THIS LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY DUE TO INTENTIONAL OR RECKLESS CONDUCT, GROSS NEGLIGENCE, STRICT LIABILITY, NEGLIGENCE OR VIOLATION OF A STATUTORILY IMPOSED DUTY ON THE PART OF NEXTSTAR.

1. **Indemnification:**

You agree to indemnify, defend and hold harmless NEXTSTAR from and against all losses, expenses, costs and damages including attorney's fees resulting from your use or inability to use the Site, participation in any Program, products or services purchased or obtained by You in connection with the Site, any Site postings or activity related to your account made by You or another person, Your violation of any terms of this Agreement, Your violation of any rights of a third party, or Your violation of any applicable laws, rules or regulations. You agree to cooperate as fully as reasonably required in the defense of any such claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you pursuant to his section, in which event you will still be required to indemnify us for the attorneys’ fees and expenses in addition to any losses, claims, damages and liabilities incurred by us as a result of this claim. You shall not in any event settle any matter without prior written consent of NEXTSTAR. In New Jersey, this indemnification provision does not apply to your liability resulting from intentional or reckless conduct, gross negligence, strict liability, negligence, or violation of a statutorily imposed duty on the part of NEXTSTAR.

1. **Copyright, Trademarks and other Intellectual Property**

You acknowledge that this Site and all materials on the Site or provided in connection with the NEXTSTAR Programs, including without limitation the Site’s or Programs design, text, graphics, sounds, pictures, software and other files, its look and feel, and the selection and arrangement thereof, (collectively, "Materials"), are our property and are subject to and protected by United States and international copyright or other intellectual property laws and rights. The trademarks, service marks, trade dress, trade names, and logos contained on the Site, including without limitation trademarks registered in the United States, NEXTSTAR®, and additional trademarks are the sole property NEXTSTAR or its affiliates. In addition all page headers, custom graphics and custom icons are Marks of NEXTSTAR. NEXTSTAR grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Materials and Marks only in the manner permitted by NEXTSTAR for your personal and non-commercial use only (the “License”). You agree not to copy, modify, use, distribute, transmit, republish, sell, resell or exploit, for any purpose, any portion of the Site, Materials or Marks other than as expressly authorized by NEXTSTAR in writing. This License remains in effect until this Agreement is terminated by either you or us in accordance with this Agreement. Any unauthorized use of the Materials or Marks shall be grounds for termination of the License. All rights not expressly granted herein are reserved by NEXTSTAR and its licensors. Other copyrights, trademarks, product names, company names, logos or intellectual property are the property of the respective owners with all rights reserved. Site references to third parties or their copyrights, trademarks or other intellectual property do not constitute or imply affiliation with, endorsement, or recommendation of NEXTSTAR by the respective trademark owners, or by NEXTSTAR of the respective trademark owners.

1. **Agreement:**

This Agreement constitutes the only Agreement between us and you with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement.

1. **Severability; Interpretation**

If any provision of this Agreement is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from this Agreement and the remainder of this Agreement will remain in force. When used in this Agreement, the term "including" will be deemed to be followed by the words "without limitation".

1. **Applicable Law; Jurisdiction; Individual Arbitration; Waiver of Jury Trial; and Class Waiver:**

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law.

NEXTSTAR and You (collectively the “Parties” and individually a “Party”) further agree that the following agreement to arbitrate is part of an agreement made in interstate commerce and is governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16, and that on questions of the constructive, validity, enforcement, or interpretation of the agreement to arbitrate, the FAA shall control. You and NEXTSTAR Entities agree to arbitrate, on an individual basis, any controversy, claim or dispute arising out of or in any way related to this Agreement, including but not limited to claims based on contract, tort, negligence, statutory or regulatory provisions. It is expressly intended that the NEXTSTAR shall have the ability to enforce this arbitration agreement. **EACH PARTY IS GIVING UP (WAIVING) ITS RIGHT TO SUE IN COURT AND TO HAVE ANY CONTROVERSY, CLAIM OR DISPUTE HEARD BY A JUDGE OR JURY.**

YOU AND NEXTSTAR ENTITIES EXPRESSLY AGREE TO ARBITRATE ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO THRESHOLD ARBITRABILITY ISSUES, INCLUDING ISSUES RELATED TO WHETHER THE AGREEMENT IS UNCONSCIONABLE OR ILLUSORY AND ANY DEFENSE TO ARBITRATION.

**THE PARTIES ALSO AGREE THAT ANY ARBITRATION MAY ONLY BE BROUGHT IN YOUR AND OUR INDIVIDUAL CAPACITIES, NOT AS A CLASS, PURPORTED CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.** THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE INDIVIDUAL OR ENTITY’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, COLLECTIVE, OR CLASS PROCEEDING. IF ANY PORTION OF THIS CLASS WAIVER PROVISION IS HELD INVALID OR UNENFORCEABLE, IT SHALL NOT BE SEVERED, AND THE ENTIRE AGREEMENT TO ARBITRATION SHALL BE UNENFORCEABLE.

The mutual promise by you and NEXTSTAR Entities to arbitrate these disputes, and to do so on an individual basis, rather than to litigate before the courts or other bodies, provides the mutual consideration for this agreement to arbitrate.

Either Party may exercise the right to arbitrate by providing the other Party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other Party of the substance of such claims, and a demand to arbitrate those claims. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

Unless you and NEXTSTAR otherwise agree, the arbitration will be conducted in the county where you reside by a single neutral arbitrator agreed to by the Parties or, if one cannot be agreed upon, pursuant to the then-current American Arbitration Association’s (“AAA”)\_Consumer Arbitration Rules. Arbitration shall be in accordance with the then- current AAA Consumer Arbitration Rules (available online at [www.adr.org](https://sg.iherb.com/info/www.adr.org).) or, if those rules are no longer available, the applicable rules selected by the arbitrator; provided, however, that no rules permitting class, collective, or other representative arbitrations shall be used. In the event of any conflict between this agreement to arbitrate and the rules governing the arbitration, the terms of this agreement to arbitrate shall control.

The Parties are entitled to representation by an attorney or other representative of their choosing, and at their own costs. Each Party shall pay its own attorney fees. The parties agree to abide by and perform any award rendered by the arbitrator; provided, however, that the arbitrator shall not have the authority to award punitive or exemplary damages or to issue injunctive or other equitable relief. The arbitrator shall issue the award in writing and therein state the essential findings and conclusions on which the award is based. Judgment on the award may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

1. **Miscellaneous:**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns.

The failure of NEXTSTAR to enforce your strict performance of any term of this Agreement will not constitute a waiver of such term and will 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. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising from or relating to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or such claim or cause of action will be permanently barred. The "Liability Disclaimer" provisions of this Agreement are for the benefit of NEXTSTAR Entities as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against your on its own behalf.

1. **Contact Us:**

If you have any questions about this Agreement, please contact us