

TERMS OF SERVICE

The use of this application and/or site or any other site owned or maintained by **Tava Ventures Inc, dba 40Plus-Life**, a company organized and existing under the laws of Texas ("40Plus-Life"), is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

Privacy & Security Disclosure

40Plus-Life's privacy policy may be viewed at www.40pluslife.com. 40Plus-Life reserves the right to modify its privacy policy at its reasonable discretion from time to time.

Payment Methods

We accept U.S.-issued credit and debit cards:

- Visa
- MasterCard
- American Express

When placing an order online, you will need:

- The address of the card's statement is sent to (billing address).
- The card number and expiration date.
- The 3- or 4-digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our TLS 1.3 encrypted connection. The same credit card may be used only three (3) times in one processing day.

You are entering into a legally binding agreement with Tava Ventures, Inc., dba 40Plus-Life, located at 900 Wilmeth Road, Suite 500, McKinney, Texas, 75069. The official Website for Tava Ventures, Inc., dba 40Plus-Life, and its affiliates is www.40pluslife.com. 40Plus-Life has the registered address of:

Tava Ventures, Inc. dba 40Plus-Life
900 Wilmeth Road
Suite 500
McKinney, Texas, 75069
support@40pluslife.com

Shipping Policy

All orders are processed within 2-3 business days. Orders are not shipped or delivered on weekends or holidays. If we are experiencing a high volume of orders, shipments may be delayed

by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in the shipment of your order, we will contact you via email or telephone.

Shipping rates & delivery estimates

Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.

Damages

40Plus-Life is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

Refund Policy

You may request a refund of any amounts charged by contacting customer service at support@40pluslife.com. If, for any reason, you are not completely satisfied with any 40Plus-Life products purchased directly from 40Plus-Life via our Website, you may request a refund within 30 days from the date of purchase for a full refund or exchange. Refunds and exchanges will be made to the credit card with which the product was purchased. You will need the following to make your request for a refund:

- Proof of Purchase
- Unused portion of the product or empty product containers

Your refund includes only the cost of the product. It does not include the costs of shipping.

Return Policy

Before any product is returned to 40Plus-Life, the customer must contact customer support to obtain a *Return Merchandise Authorization* ("RMA") number. Any package received without this information on the outside of the box may be refused and may result in a refund not issuing.

Smart Ship Cancellation

Please email support to cancel or modify your Smart Ship at any time at support@40pluslife.com, without penalty. You can also modify or cancel your order at any time at www.40pluslife.com. By selecting the "Smart Ship" option on the Website, you are giving 40Plus-Life authorization to enroll you in the automatic shipping program. 40Plus-Life will ship your products directly to you. You are also authorizing 40Plus-Life to charge your credit card for the products you have ordered on a monthly basis. You may cancel at any time without obligation and without penalty by emailing

support@40pluslife.com or canceling the order on the 40pluslife.com portal. All Smart Ship cancellations must be performed or delivered to 40Plus-Life within 3 business days of the next shipment to guarantee cancellation of that shipment.

Third-Party Interactions

During use of the 40Plus-Life Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between you and the applicable third party. 40Plus-Life shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third party. 40Plus-Life does not endorse any sites on the Internet that are linked through its Website. 40Plus-Life provides these links to you only as a matter of convenience, and in no event shall 40Plus-Life be responsible for any content, products, or other materials on or available from such sites. 40Plus-Life provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware, or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware, or services.

Order Disclaimer

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. 40Plus-Life reserves the right to accept or deny shipment to anyone for any reason. 40Plus-Life reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, 40Plus-Life reserves the right to cancel the order, notify the cardholder, and the proper authorities.

Prohibited Uses

By using this Website, you agree not to use the Website for any unlawful purpose or in violation of any applicable laws or regulations; submit false, inaccurate, or misleading information, including during account registration or order placement; attempt to gain unauthorized access to any part of the Website, user accounts, servers, or networks; interfere with or disrupt the security, functionality, or performance of the Website; upload, transmit, or distribute viruses, malware, or other harmful code; use automated tools, bots, scrapers, or similar technologies to access, monitor, or collect data from the Website without prior written permission; infringe upon the intellectual property rights of the Website owner or any third party; engage in fraudulent activities, including payment fraud, chargeback abuse, or identity theft; resell, redistribute, or commercially exploit Website content, products, or services except as expressly authorized; harass, threaten, abuse, or otherwise harm other users, employees, or representatives of the company; use the Website in any manner that could damage, disable, overburden, or impair its operation; or circumvent, disable, or otherwise interfere with security-related features of the Website. We reserve the right to suspend or terminate your access to the Website, cancel

orders, remove content, and take legal action where appropriate if you violate these Terms and Conditions.

Product Disclaimers / Disclaimers of Warranty

40PLUS-LIFE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. 40PLUS-LIFE DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITE OR 40PLUS-LIFE'S PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY 40PLUS-LIFE.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to you.

Notice

40Plus-Life may give notice by means of a general notice on the www.40pluslife.com Website, electronic mail to your e-mail address on record in 40Plus-Life's account information, or by written communication sent by first-class mail or pre-paid post to your address on record in 40Plus-Life's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first-class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to 40Plus-Life (such notice shall be deemed given when received by 40Plus-Life) at any time by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to 40Plus-Life at the following address: 900 Wilmeth Road, Suite 500, McKinney, Texas, 75069, in either case, addressed to the attention of Legal Department.

Indemnification

You agree to indemnify, defend, and hold harmless 40Plus-Life, its affiliates, subsidiaries, and their directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from, your use of materials or features available on the Site in an unauthorized manner, fraud, violation of law, or willful misconduct, or any breach by you of these Terms of Use.

Termination

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Platform or the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Platform or the Services at any time without prior notice or liability.

Modification to Terms

40Plus-Life reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the www.40Plus.com Website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

General

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and 40Plus-Life as a result of this agreement or use of this Website. The failure of 40Plus-Life to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by 40Plus-Life in writing. This Agreement, together with any applicable Form and policies, comprise the entire agreement between you and 40Plus-Life and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Electronic Communications

When you visit the 40Plus-Life Site or send emails or feedback to 40Plus-Life, you are communicating with 40Plus-Life electronically. You consent to receive communications from 40Plus-Life electronically. 40Plus-Life will communicate with you by email or by posting notices on the 40Plus-Life Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Any feedback you provide at this 40Plus-Life Site will be deemed non-confidential. 40Plus-Life will be free to use such feedback on an unrestricted basis.

Class Action Waiver

YOU AND 40PLUS-LIFE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and 40Plus-Life agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Arbitration Agreement For California Only:

Please read this Section ("Arbitration Agreement") carefully. It is part of your contract with us and affects your rights. We believe that, in the case of disputes, arbitration is the least expensive and fairest way for our Company and you to handle any potential disputes. As such, by agreeing to

these Terms of Service, you agree to MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

a. **Applicability of Arbitration Agreement.** All claims, causes of action, and disputes between us that cannot be resolved in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Tava Ventures, Inc., dba 40Plus-Life, and to any of our licensors, suppliers, dealers, or third-party vendors, subsidiaries, affiliates, partners, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

IF YOU AGREE TO ARBITRATION WITH TAVA VENTURES, INC. DBA 40PLUS-LIFE, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST TAVA VENTURES, INC. DBA 40PLUS-LIFE ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST TAVA VENTURES, INC. DBA 40PLUS-LIFE IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

b. **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms ("Arbitration Rules"). The JAMS rules governing the arbitration are available online at www.jamsadr.com or by calling JAMS at 800-352-5267. Any hearing will be held in a location within one hundred (100) miles of your residence, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. **Authority of Arbitrator.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Agreement. The arbitrator shall issue a written

award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

d. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award, YOU AND TAVA VENTURES, INC. DBA 40PLUS-LIFE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Tava Ventures, Inc. dba 40Plus-Life will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation.

e. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable, neither you nor we are entitled to arbitration, and instead claims and disputes shall be resolved in a court located in Collin County, Texas.

f. **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, 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.

g. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Tava Ventures, Inc., dba 40Plus-Life.

h. **Modification.** Notwithstanding any provision in these terms to the contrary, we agree that if Tava Ventures, Inc. dba 40Plus-Life makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Tava Ventures, Inc. dba 40Plus-Life.

i. **Small Claims Court.** Notwithstanding the foregoing, either you or Tava Ventures, Inc. dba 40Plus-Life may bring an individual action in small claims court.

j. **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the

courts located in Collin County, Texas, for such purpose.

k. **Choice of Law.** Texas law, subject to the Federal Arbitration Act, will govern this Agreement, as well as any claim, cause of action, or dispute that might arise between you and Tava Ventures, Inc. dba 40Plus-Life (a "Claim"), without regard to conflict of law provisions.

Reporting Copyright Infringement

40Plus-Life reserves the right to remove any content or any other material or information available on or through our Site, at any time, for any reason. Notification of Claimed Copyright Infringement. If you have objections to copyrighted content or material made available on or through our Site, you may submit a notification to support@40pluslife.com. Any notification to 40Plus-Life under 17 U.S.C. § 512(c) alleging copyright infringement must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed.
- An identification of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- An identification of the content or material that you claim is infringing and where it is located on our Site.
- Information sufficient for 40Plus-Life to contact you, such as your address, telephone number, and/or email address.
- A statement by you that you have a good-faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law.
- A signed statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf.

www.40pluslife.com is the official Website for Tava Ventures, Inc., dba 40Plus-Life, and its affiliates. Tava Ventures, Inc. dba 40Plus-Life, has the registered address of 900 Wilmeth Road, Suite 500, McKinney, TX, 75069.

Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the www.40pluslife.com Web Site, and any materials available on the 40Plus-Life Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by 40Plus-Life from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the

subscription form or the date you begin purchasing products from this site; “Order Form(s)” means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); “40Plus-Life” means collectively Tava Ventures, Inc, dba 40Plus-Life company organized and existing under the laws of the State of Texas doing business as “40pluslife.com” and having an office at, 900 Wilmeth Road, Suite 500, McKinney, Texas, 75069, together with its officers, directors, shareholders, employees, agents and affiliated companies.

Questions or Additional Information

If you have questions regarding this information or wish to obtain additional information, please send an email to support@40pluslife.com.