

# Website Terms and Conditions

(Last revised on: July 17, 2007)

1. Introduction. Welcome to Chopra Enterprises, LLC (hereinafter “Chopra,” “Our,” or “We”). This Agreement sets forth the legal terms and conditions for your use of Our corporate website, [www.chopra.com](http://www.chopra.com), (“Website”) and for your online purchase of any Chopra products or services. Please save a copy of these Website Terms and Conditions (“Agreement”) for your own personal records.
2. Modification. We reserve the right to amend or modify this Agreement or to change or discontinue any of the products and services provided on the Website. By continuing to use the Website or by purchasing any of Our products or services after any amendment, modification or change, you agree to be bound by such amendments, modifications, and changes. Therefore, please carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications and changes.
3. Eligibility. You represent that you are at least 18 years old and that you are ordering Chopra products or services and are accessing the Website from within the United States. Chopra products and services and the opportunity to become an Independent Consultant cannot be offered, shipped into, or sold in any country outside of the United States. In the future, Chopra may expand its sales into other markets.
4. Term. The term of this Agreement begins when you first use the Website and the term ends 10 years after your last visit to the Website. At any time and in Our sole discretion, We may terminate your right to use the Website without warning. This Agreement remains in full force after any termination of this Agreement.
5. Independent Consultants. In addition to the sale of Chopra products and services on the Website, products and services may also be sold through various Independent Consultants, including distributors of Our products and services or referral agents, who direct customers to the Website and receive compensation for the referral when the person makes an online purchase. To purchase Chopra’s goods or services, you do not have to be an Independent Consultant. If, however, you are interested in becoming an Independent Consultant, please click [here](#).
6. Ownership and Copyright Restrictions. The Website is owned and operated by Chopra. The Website, including, but not limited to, any and all software, content, text, photographs, images, graphics, video, audio, hypermedia items, and the compilation as a whole (collectively “Content”), is copyrighted by Chopra under U.S. copyright and other laws. You also must abide by all additional copyright notices or restrictions contained in this Website or elsewhere. You may not delete any author attributions or legal or proprietary notices on this Website or elsewhere.

7. **Access and Use.** Chopra grants you a limited, revocable, and nonexclusive right and license to access and make personal use of the Website provided that you (i) do not infringe on the Website by copying or distributing any part of the Website or its Content without Our prior written consent, which may be withheld in Our sole discretion; (ii) do not modify, change, alter, or in any way transform any part of the Website or its Content; and (iii) always comply with this Agreement regarding the use of the Website or its Content. No part of the Website or its Content may be reproduced, duplicated, copied, sold, resold, visited, or exploited for any commercial purpose without the express written consent of Chopra, which may be withheld in Our sole discretion. Any unauthorized or illegal use of the Website or its Content including, but not limited to, collecting names, emails, addresses, and other personal information to send unsolicited email is strictly prohibited and terminates the right and license granted hereinabove. We may take legal action for any violation of this Agreement.
8. **Limited Right to Hyperlink.** Independent Consultants operating under the Referral Agreement are hereby granted a limited, revocable, and nonexclusive right and license to hyperlink to the Website, provided that the hyperlink is available and does not portray Chopra or the Website in a false, misleading, derogatory, or otherwise offensive manner. Independent Consultants must not sell Chopra products or services on their own website, and therefore, those Independent Consultants operating under the Retail Agreement must sell Chopra products or services out of a traditional retail store or their office, none of which may be online stores or websites. When it is available in the future, an Independent Contractor may operate under both the Referral and Retail Agreement, and thereby gain the limited, revocable, and nonexclusive right and license to hyperlink from their website or through email, however, the Independent Contractor still must not sell Chopra products or services over the Internet.
9. **Trademarks.** All Content, product names, trademarks, service marks and logos on this Website are wholly owned or validly licensed by Chopra. Trademarks, service marks and logos owned by third parties remain the property of such third parties.
10. **Idea Submission.** If you submit any idea, suggestion or testimonial to Chopra, We have the right to use your submission, without charge, in any manner that We deem appropriate, including posting on the Internet. You may only post ideas and materials to this Website if you have obtained appropriate copyright and other permission to post such materials from Chopra and you agree that We can use such materials without restriction or charge. You agree that you will not violate or infringe the rights of third parties including, but not limited to, privacy, publicity and intellectual and proprietary rights, such as copyright or trademark rights.

11. Accuracy of Information. We attempt to be as accurate as possible when describing our products on the Website; however, to the extent permitted by applicable law, We do not warrant that the product descriptions, prices, colors, or other Content available on the Website is accurate, complete reliable, current, or error free.
12. Customer Orders and Order Acknowledgment Policy. All orders are subject to acceptance in accordance with Our Order Acknowledgment Policy and availability. If the product or service you order is not available from stock, that item will be removed from the current order and placed on back-order status, and the remaining products or services that are available from stock will be shipped. The back-ordered product or service will be sent when it returns to stock. Please note that your order will become a legally binding contract entered in between us upon dispatch of your order. Your receipt of any form of order confirmation does not signify Our acceptance of your order, nor does it constitute confirmation of Our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We reserve the right at any time after receipt of your order and without prior notice to or consent from you, to supply less than the quantity you ordered of any item. The contract between you and Chopra will be completed on the dispatch of the products or services ordered unless We do not accept your order or you have cancelled it in accordance with our Cancellation Policy. We reserve the right to reject any offer to purchase by you at any time and in Our sole discretion.
13. Cancellation Policy. Upon submission of your order We may immediately prepare all stock items for delivery. You can cancel your order at any stage until shipment, unless it is a custom order. If it is a custom order, you may still cancel at any stage until shipment, but you will be responsible for any and all costs incurred by Chopra. If you would like to request cancellation of an order, please contact us as soon as possible at [catalog@chopra.com](mailto:catalog@chopra.com).
14. Pricing. We cannot confirm or guarantee the price of a product or service until you place an order. We do not, however, charge your credit card until after your order has entered the shipping process. Despite Our best efforts, a product or service may be mispriced. If the correct price is higher than our stated price, We may, at Our sole discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Please note that this policy applies only to products and services sold and shipped by Chopra and not by any Independent Consultant. You must pay all fees and applicable taxes associated with the products or services purchased on the Website in a timely manner and with a valid payment method, described below.
15. Payment Terms. We accept the following credit cards: Visa, MasterCard, and American Express. You represent that the credit card you use to purchase products and services on the Website belongs to you and it is within your authority to make charges on the credit card. Please be sure to provide your exact

billing address and telephone number—the address and telephone number your credit card company has on file for you. Incorrect information will cause a delay in processing your order, for which We are not liable. You authorize us to charge you for any products or services purchased on the Website using your credit card. The credit card will be automatically billed when there is a balance due and this may occur within the same business day as the purchase. All currency references are in U.S. dollars.

If a purchase has been declined due to issues with the underlying credit card, please ensure that the data is correct and resubmit it. If the issuer of your payment card refuses to authorize payment to Chopra, We will not be liable for any delay or non-delivery. Your goods will be dispatched only when We receive confirmed and cleared payment. Please allow sufficient time for your payment to clear. If your payment method fails or your account is past due, We may collect fees owed by using other collection mechanisms including, but not limited to, charging other payment methods on file with us, or retaining collection agencies and legal counsel.

16. Encryption Disclaimer: The Website uses encryption technology to protect information from access by unauthorized third parties. We do not, however, represent or guarantee that the encryption technology will operate as intended or that a third party will not be able to access such information. If you have any concerns about sending such information over the Internet, you should use an alternative means of payment. By sending any information over the Internet, in connection with your use of the Website, you agree that We will not have any liability if the applicable encryption technology fails to protect your information.
17. Shipping. All products and services purchased on the Website are made pursuant to a shipment contract, meaning that the risk of loss and the title for such items pass to you upon Our delivery to a common carrier. Cost of shipping is in addition to the purchase price and must be paid according to the payment terms listed in Section 14. If you wish, you may insure the package with the carrier at your sole cost.
18. Return Policy. We may accept returns on products that are purchased within the last 15 days and that are in re-saleable condition and have not been used. Returns should be discussed by contacting Chopra, via email, at [catalog@chopra.com](mailto:catalog@chopra.com). You must provide valid proof of purchase to qualify for a return. No returns allowed on custom orders.
19. Privacy Policy. We have strict customer confidentiality policies in Our online Privacy Policy, which is fully incorporated herein by reference. To review, click on the underlined [Privacy Policy](#). By continuing to use the Website or by purchasing any of Our products or services you agree to be bound by Our Privacy Policy and all future amendments, modifications and changes thereto. Consistent with these policies, you must not collect, distribute or gather personal or

aggregate information including, but not limited to, Internet or e-mail addresses, about any Independent Consultants, their clients or any other user.

20. **Anti-Spam Policy.** We strictly prohibit sending of unsolicited bulk e-mail (spam). Spam is defined as sending ten or more messages similar in content to any persons, entities, newsgroups, forums, e-mail lists, or other groups or lists unless prior authorization has been obtained from the e-mail recipient or unless a business or personal relationship has already been established with the e-mail recipient. We also prohibit using false headers in e-mails or falsifying, forging, or altering the origin of any e-mail in connection with Chopra, its products, services or the Website. We prohibit engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise. If you or anyone you know is “Spammed” by someone who is selling or describing Our products, services, or the Website please contact us promptly at [apn@chopra.com](mailto:apn@chopra.com), so We make take appropriate action.

21. **DISCLAIMER.** YOU EXPRESSLY AGREE THAT YOUR USE OF CHOPRA PRODUCTS, SERVICES AND THIS WEBSITE IS AT YOUR SOLE RISK. CHOPRA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCRUACY, OR USEFULLNESS WITH RESPECT TO CHOPRA’S PRODUCTS AND SERVICES, THIS WEBSITE, INFORMATION CONTAINED ON THE WEBSITE OR THE OPPORTUNITY TO BECOME AN INDEPENDENT CONSULTANT (COLLECTIVELY HEREAFTER, “SERVICE”).

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” YOU RELY ON THIS SERVICE SOLELY AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT THIS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCRUACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILBLE ON OR THROUGH THIS SERVICE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR DOWNLOADING OR USE OF THIS WEBSITE OR THIS SERVICE. ALTHOUGH WE MAY TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO THIS SERVICE, WE DO NOT GUARANTEE OR WARRANT THAT THIS SERVICE, OR MATERIALS THAT MAY BE DOWNLOADED FROM THIS SERVICE, DO NOT CONTAIN SUCH DESTRUCITVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE FOREGOING.

THE FINAL SUCCESS OR FAILURE OF ANY CHOPRA INDEPENDENT CONSULTANT DEPENDS UPON HIS OR HER INDIVIDUAL EFFORT. THERE ARE NO GUARANTEES OR PROJECTIONS OF ACTUAL EARNINGS.

22. LIMITED LIABILITY. YOU AGREE THAT CHOPRA, ITS AFFILIATES, AGENTS, INDEPENDENT CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, HEIRS AND ASSIGNS WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGES, EXPENSES OR COSTS WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFITS OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THIS SERVICE, YOUR PURCHASE OR USE OF CHOPRA PRODUCTS, SERVICES OR INFORMATION, YOUR PARTICIPATION AS AN INDEPENDENT CONSULTANT, OR FROM UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA.

YOU HEREBY WAIVE ANY CLAIM WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY AND ALL CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTORY, OR OTHER CLAIMS ARISING OUT OF OR RELATED TO OUR PRODUCTS, SERVICES OR THE WEBSITE IS LIMITED TO THE AGGREGATE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

23. Indemnification. You agree to indemnify and hold harmless Chopra, its affiliates, agents, independent consultants, and their respective officers, directors, employees, agents, heirs and assigns from any and all liabilities, claims, expenses and damages, including reasonable attorneys' fees and costs, arising out of, or in any way related to, your use of this Service, sale or information regarding Chopra products or services, or in connection with your account or any other person's use or access to this service by or through your account, with or without your permission, including, but not limited to, any claims or libel, defamation, violation of rights of privacy or publicity, trespass and infringement of intellectual or other proprietary rights.

24. Dispute Resolution. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees' (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling

the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue will be in San Diego County; and (iv) the parties will submit the dispute to mandatory mediation held in San Diego, California. If the parties cannot agree on a mediator, then any party may apply at any time to the presiding judge of the San Diego Superior Court for the appointment of a mediator, and the judge's selection is binding on all parties. The parties will share equally (50/50) in all costs of the mediation, including the mediator's fees, but each party is solely responsible for its own attorneys' and experts' fees. Every mediation will be completed within 4 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 4-month period, then the parties may continue seeking to resolve the dispute via any process, including litigation by trial.

25. Waiver. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Further, no waiver of any provision or breach hereof is a waiver of any other provision or breach. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended.
26. Remedies Cumulative. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.
27. Final Agreement. This Agreement constitutes the complete, final and exclusive integrated Agreement between you and Chopra regarding the subject matter hereof. Chopra reserves the right to amend or modify this Agreement at any time.
28. Severability. Any provision of this Agreement held to violate any law or public policy in any jurisdiction is, as to that jurisdiction only, ineffective only to the extent of the invalidity, without affecting any other provision hereof, and each provision hereof is valid and enforceable to the fullest extent permitted by law.
29. Authority to Execute. The party entering into this Agreement acknowledges, represents and warrants that they are expressly and duly authorized to execute this Agreement and to legally bind said party to this Agreement.
30. Choice of Law. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws, and by purchasing Chopra products or services or entering the Website you agree to exclusive personal jurisdiction and venue in the

state of federal courts of the United States, located in the State of California, City of San Diego and County of San Diego.

31. **Electronic Communications.** When you visit the Website or send e-mails to Chopra, you are communicating with us electronically. You thereby consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. 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.
32. **Contract Interpretation.** The headings in this Agreement shall not affect the interpretation of this Agreement. “Or” shall not be exclusive in its meaning.
33. **Notices:** You may contact us by writing, calling or e-mailing us at the address and telephone number listed below:

Chopra Enterprises, LLC  
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Carlsbad, CA 92009  
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Fax 760.431.1346  
apn@chopra.com