



Terms and Conditions

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- 4. Indemnification.** You agree to indemnify, defend and hold us, our officers, our shareholders, our partners, attorneys and employees harmless from any and all liability, loss, damages, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
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7. **Third-Party Website.** All rules, terms and conditions, other policies (including privacy policies) and operating procedures of third-party linked websites will apply to you while on such websites. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on our Site does not imply approval or endorsement of the linked website by us. This Site and the third-party linked websites are independent entities and neither party has authority to make any representations or commitments on behalf of the other. If you decide to leave our Site and access these third-party linked websites, you do so at your own risk.
8. **Product Orders.** While we will use our best efforts to fulfill all orders, we cannot guarantee the availability of any particular product displayed on this Site. We reserve the right to discontinue the sale of any product listed on this Site at any time without notice. The prices displayed on this Site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order. While our goal is a 100% error-free Site, we do not guarantee that any content is accurate or complete, including price information and product specifications. If we discover price errors, they will be corrected on our systems, and the corrected price will apply to your order. We reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).
9. **Submissions.** All suggestions, ideas, notes, concepts and other information you may send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.
10. **General.** You agree that all actions or proceedings arising directly or indirectly out of this Agreement, or your use of the Site or any products, sample products, freebie offers or services obtained by you through such use, shall be litigated in the Circuit Court of King County (Dallas), Texas or the United States District Court for the State of Texas. You are expressly submitting and consenting in advance to such jurisdiction in any action or proceeding in any of such courts, and are waiving any claim that King County (Dallas), Texas or the United States District Court for the State of Texas is an inconvenient forum or an improper forum based on lack of venue.

Text Message Terms & Conditions

1. By subscribing to Shop THRIVXR text messages, you consent to receiving up to 6 SMS messages per month.
2. Text STOP to 555-888 to cancel. This is the exclusive method for opt-out. After texting STOP to 555-888 you will receive one additional message confirming that your request has been processed.
3. By participating in Shop THRIVXR alerts, you are agreeing to receive recurring, autodialed marketing messages at the mobile number that's been provided at opt-in. Consent is not a condition of purchase. Message & data rates may apply.



4. In the event that you change or deactivate your mobile number it is your responsibility to text STOP to 555-888 to have your number removed.
5. Additionally, Shop THRIVXR reserves the right to alter message frequency at any time i.e. we may change the frequency of texts that you receive under this program.
6. For assistance, please contact customer service at info@thrivXR.com.

Contacting Us

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

THRIVXR
Attention: Customer Service
4305 Maple Avenue, Suite B
Dallas, Texas 7521

Or via email at info@thrivXR.com

Although We will in most circumstances be able to receive your e-mail or other information provided through this Site (including, without limitation, service requests and other submissions), THRIVXR does not guarantee that it will receive all such e-mail or other information timely and accurately and shall not be legally obligated to read, act on or respond to any such e-mail or other information.

General

You agree that this agreement and your use of this Site are governed by the laws of the State of Texas, USA. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Dallas, Texas, USA in all disputes (a) arising out of, relating to, or concerning this Site and/or this Agreement, (b) in which this Site and/or this agreement is an issue or a material fact, or (c) in which this Site and/or this Agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization. Use of this Site is unauthorized in any jurisdiction that does not give full effect to all provisions of this agreement, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. We have endeavored to comply with all legal requirements known to it in creating and maintaining this Site, but makes no representation that materials on this Site are appropriate or available for use in any particular jurisdiction. Use of this Site is unauthorized in any jurisdiction where all or any portion of this Site may violate any legal requirements and you agree not to access this Site in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of this Agreement is at your own risk and, if any part of this Agreement is invalid or unenforceable under applicable law, the invalid or unenforceable 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 Agreement shall govern such use.

With the prior Agreement of THRIVXR LLC, any claim, dispute or controversy arising out of, relating to or concerning this Site and/or this Agreement shall be decided by binding arbitration in accordance with the Rules of the American Arbitration Association and any such arbitration proceedings shall be brought and held in Woodinville, WA, USA. The decisions of the arbitrators shall be binding and conclusive upon all parties involved and judgment upon any award of the arbitrators may be entered by any court having competent jurisdiction. This provision shall be specifically enforceable in any court of competent jurisdiction.



THRIVXR's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of THRIVXR's right to comply with law enforcement requests or requirements relating to your use of this Site or information provided to or gathered by THRIVXR with respect to such use.

This Agreement and the Privacy Policy constitute the entire agreement between you and THRIVXR LLC with respect to this site. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and THRIVXR LLC with respect to this Site. No modification of this Agreement shall be effective unless it is authored by THRIVXR LLC or its affiliates. Any alleged waiver of any breach of this Agreement shall not be deemed to be a waiver of any future breach. A printed version of this Agreement and/or of any notice given by THRIVXR LLC in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or your use of this Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by THRIVXR LLC in printed form.