



Genetic Potential Through Nutrition

Metagenics Internet Policy Customers Selling Online	
Effective Dates:	June 15, 2020 – until further notice
Affected Customers:	<ul style="list-style-type: none">• U.S. customers• Customers selling predominantly online to consumers and who have limited-to-no direct practitioner-patient relationship• Does NOT apply to Customers' sales of Bariatric Advantage products <p>Metagenics reserves the right to determine which of its Internet Policies applies to each Customer.</p> <p><i>Notice:</i> Metagenics products sold to U.S. customers may not be sold or shipped internationally.</p>
Suggested Retail Pricing:	<p>The Suggested Retail Pricing ("SRP") Policy of Metagenics, Inc. ("Metagenics") applies to all of Metagenics' Customers selling its professional lines of products with the Metagenics logo or name on the label to consumers and requires such Customers to sell such products at or above the SRP as noted in the "Online Retailer Price List". Any advertisements, discounts, rewards programs, coupons, special offers, sales, promotions, or price reductions resulting in a price below SRP must explicitly state, "Not valid on Metagenics' products" and products must check-out at SRP or higher.</p> <p>The Suggested Retail Prices are unilaterally set by Metagenics and are not open to discussion or negotiation with any Customer. Metagenics neither seeks (nor will it accept) any assurances from a Customer that such Customer will not deviate from this SRP Policy.</p> <p>Metagenics reserves the right to not sell or supply products to any Customer who is affiliated with a website that violates this SRP Policy.</p> <p>Any publicly-viewable website reference or inference to discounts, price reductions, special call-in pricing, coupons, price-matching policies or any other special promotion or offer on Metagenics products will be deemed to be a violation of this policy and grounds for immediate suspension of affiliated Customer's account(s).</p> <p>Customer-owned websites/domain names must be registered to the individual or the business name of the practitioner or Customer who is purchasing products from Metagenics.</p>
Notice:	Metagenics reserves the right to not sell or supply its products to

	<p>Customers, practitioner-Customers and Distributors who are not in compliance with Metagenics' Internet Policies or who are selling or supplying Metagenics products to individuals or entities that are not in compliance with Metagenics' Internet Policies.</p>
<p>Medical Foods:</p>	<p>According to the U.S. Food and Drug Administration (the "FDA"), a medical food is "...a food which is formulated to be consumed or administered enterally <i>under the supervision of a physician</i> and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on recognized scientific principles, are established by medical evaluation." Section 5(b)(3) of the Orphan Drug Act, 21 U.S.C. §360ee(b)(3) (emphasis added).</p> <p>Accordingly, Metagenics will not supply medical food products to Customers selling predominantly online to consumers.</p>
<p>Third-Party Sites:</p>	<p>Metagenics' policy is for all of its Customers selling Metagenics products on-line to sell only on Customer-owned or Metagenics-hosted E-Commerce websites. Metagenics does not authorize or permit sales of its professional lines of products on third-party websites (such as Amazon.com, eBay, and similar sites).</p> <p>Metagenics reserves the right to not sell or supply products to any Customer who sells Metagenics products on third-party websites.</p> <p>Metagenics will pursue the removal of unauthorized listings on third-party sites. Metagenics expects Customers selling Metagenics products to cooperate with requests related to third-party sites and investigatory inquiries.</p>
<p>Business Partners/Affiliate Programs:</p>	<p>Metagenics products may not be re-sold or re-distributed by a Customer to affiliates or business partner of the Customer without Metagenics' knowledge and prior written consent, which may be withheld in Metagenics' sole discretion.</p> <p>Payments for "click-throughs" or referral fees for the sale of a Metagenics product are prohibited.</p>
<p>Use of Trademarks:</p>	<p>Customers shall not have the right to affix any of Metagenics' trademarks to any product or other material other than in the manner permitted in this Policy. Customers agree to use the symbols TM and ®, as appropriate, when displaying Metagenics trademarks, which is intended to indicate Metagenics' ownership of the trademarks and shall not be construed as a claim of ownership by the Customer. Customers shall not have any ownership right, title, or interest,</p>

	<p>express or implied, in Metagenics trademarks.</p> <p>Customers may not use Metagenics trademarks (or copyrighted material) on third-party websites (such as Amazon, eBay, and similar sites). Metagenics trademarks may be used on social media websites (such as Facebook, Twitter, and similar sites), as long as usage complies with all other aspects of this Policy.</p> <p>Customers may not use Metagenics trademarks to purchase online advertising or as key words for paid advertising purposes.</p> <p>Customers who choose to use Metagenics trademarks on their websites must do so in a manner that prevents the trademarks from being searchable or “crawled,” so as to prevent the website or webpage from appearing in search engine results.</p> <p>The trademarks are solely and exclusively the property of Metagenics.</p> <p>Customers may use the Metagenics trademarks only in their current form, and in a form, context, and location that is acceptable to Metagenics. Metagenics may review a Customer’s website at any time. Metagenics reserves the right to require a Customer to make changes to the Customer’s website to the extent the Customer is using the Metagenics trademarks in a manner that violates Metagenics’ policies, any applicable FDA or FTC regulations, or any other applicable laws or regulations.</p> <p>Customers may not use any Metagenics product names, trademarks or copyrights as part of a URL (Universal Resource Locator), secondary level domain name, key word or file name.</p> <p>All content included on Metagenics’ websites, including text, graphics, images, video clips, and audio clips, is the property of, or licensed by Metagenics and is protected by U.S. and international copyright laws. A Customer may not use, copy, reproduce, distribute, publish, display, modify, create derivative works, transmit, or in any other way exploit, any part of copyrighted material without obtaining the prior written consent of Metagenics, which may be withheld in Metagenics’ sole discretion. Content posted on Metagenics’ social media pages may be freely shared or re-posted.</p> <p>The Metagenics logo may be used only in the special form supplied by Metagenics for use on Customer-owned websites; neither the file name nor the name of the image may be changed or modified from the original form supplied by Metagenics.</p>
Private Label,	Customers may sell private label, co-branded, and custom-formula

<p>Custom Formula & Co-Branded Products:</p>	<p>products on Customer-owned websites. Private label and custom-formula products may not be associated with Metagenics' trademarks.</p> <p>Private label products that use Metagenics trademarks may not be sold on third-party websites (such as Amazon.com, eBay, and similar sites).</p>
<p>Disease Claims:</p>	<p>FDA requirements prohibit disease claims from being associated with dietary supplements. In order to protect both Customers and Metagenics itself from potential legal liability, Metagenics dietary supplements and non-medical foods may not be displayed or mentioned in association with disease claims. Only claims that appear on the Metagenics website (www.metagenics.com) may be used. For dietary supplements and non-medical foods, product reviews and testimonials must be monitored and must not include disease claims.</p>
<p>Miscellaneous:</p>	<p>Metagenics may, in its sole discretion, revise this Policy at any time. In addition, Metagenics may, in its sole discretion, terminate a Customer's non-exclusive, limited license to use Metagenics trademarks or copyrighted materials at any time upon written notice.</p> <p>Any failure or delay by Metagenics in enforcing any provisions of this Policy or any of Metagenics rights with respect to any of the trademarks shall in no way be considered a waiver of such provisions or rights and shall not prevent Metagenics from enforcing the same or other provisions or rights at a later date.</p>
<p>Violations of Policy:</p>	<p>Customers who violate this Policy will receive notice from Metagenics that they are in violation of the Policy. If a Customer fails to bring the Customer's website into compliance, Metagenics may de-activate the Customer's account and the Customer will no longer be able to purchase Metagenics products. In addition, the Customer will be required to immediately cease all use of Metagenics' trademarks and copyrighted materials on the Customer's website and on the Internet.</p> <p>Customers who correct their websites to comply with this Policy should promptly notify Metagenics. Metagenics then will review the Customer's website. If Metagenics determines that the Customer has brought his or her website into compliance, the Customer's account may be re-activated.</p> <p>Metagenics has adopted a zero-tolerance approach regarding enforcement of this Policy. Once a Customer has fallen out of compliance with this Policy and has received a notice from Metagenics, in the event of any subsequent violation, Metagenics reserves the right to immediately terminate the Customer's account. In</p>

	order for the Customer to continue any relationship with Metagenics, the Customer may be required to acquire and maintain an online store through Metagenics.com.
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Online Resellers