

TERMS OF USE

ACCEPTANCE OF TERMS

Your access to and use of Chamberlin's Natural Foods Website (the Site) is subject to the following terms and conditions and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the Terms and Conditions and acknowledge that any other agreements between you and Chamberlin's Natural Foods are superseded and of no force or effect.

Chamberlin's Natural Foods Site is controlled and operated by Healthy Edge Retail Group, Inc. (HERG) from its offices within the United States. Chamberlin's Natural Foods makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with their applicable local laws.

USE RESTRICTIONS AND INDEMNIFICATION

You may freely browse the Site, but you may only download information from this Site, including any text, images, audio, and video (the "Information") for non-commercial personal use. You may not, however, distribute, modify, transmit, reuse, repost, or use the Information for public or commercial purposes, without written permission of Chamberlin's Natural Foods.

You represent, warrant and covenant that: (a) you shall not upload, post or transmit to or distribute or otherwise publish through the Chamberlin's Natural Foods Web Site any materials which (i) restrict or inhibit any other user from using and enjoying the Chamberlin's Natural Foods Web Site, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, scandalous, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil or criminal liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) that you are at least eighteen (18) years old. While Chamberlin's Natural Foods uses reasonable efforts to include accurate and up-to-date information in the Site, Chamberlin's Natural Foods makes no warranties or representations as to the accuracy of the Information. Chamberlin's Natural Foods assumes no liability or responsibility for any errors or omissions in the content of the Site. In particular, Chamberlin's Natural Foods will not be liable for the accuracy, completeness, adequacy, timeliness, or comprehensiveness of the Information contained on the Site. ALL CHAMBERLIN'S NATURAL FOODS INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You hereby agree to indemnify, defend and hold Chamberlin's Natural Foods, Healthy Edge Retail Group, Inc. (HERG) and all its officers, directors, owners, agents, employees, information providers, affiliates, subsidiaries, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all claims, proceedings, damages, injuries, liability, losses, costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement or of the foregoing representations, warranties and covenants, or arising out of or relating to any acts by you or materials

or information transmitted by you in connection with the Site, regardless of the type of claim or nature of the cause of action including, without limitation, attorney's fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. Chamberlin's Natural Foods reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Chamberlin's Natural Foods. This Chamberlin's Natural Foods Internet Site may contain information on its national and worldwide products and services, not all of which are available in every location. A reference to a Chamberlin's Natural Foods product or service on a Chamberlin's Natural Foods Internet site does not imply that such product or service is or will be available in your location.

PRIVACY; WAIVER OF INFRINGEMENT AND OTHER CLAIMS

This Policy is a statement of our general privacy policy and practices governing the ways in which we collect, hold and use information about individual persons. Our privacy policy is easy to find on our homepage. Where personal data is requested, further explanation may be provided where appropriate, as to the purposes for which the data will be used. This Policy, coupled with any supplementary explanation, is designed to provide privacy protection tailored to the individual visitor to, or user of, this website.

Your communications with and through Chamberlin's Natural Foods's Site of Personal Data (defined in the Chamberlin's Natural Foods Privacy Policy) will, in most cases, be viewed only by you and by anyone to whom you address such communications, including, without limitation, electronic mail and bulletin boards. When reasonably practicable, Chamberlin's Natural Foods will attempt to preserve the confidentiality of such communications. However, you agree that Chamberlin's Natural Foods has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate the Service properly, or to protect itself or its subscribers. Chamberlin's Natural Foods has no obligation to monitor the Chamberlin's Natural Foods Site. However, Chamberlin's Natural Foods reserves the right to refuse to post or to remove any information or materials, in whole or part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

Unless otherwise expressly stated herein or in Chamberlin's Natural Foods's Privacy Policy, by posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the Site, you hereby grant to Chamberlin's Natural Foods and HERG a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed.

You acknowledge that transmissions to and from the Site are not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to Chamberlin's Natural Foods, no confidential, fiduciary, and contractually implied or other relationship is created between you and Chamberlin's Natural Foods other than pursuant to this Agreement.

You hereby waive all rights to any claim against Chamberlin's Natural Foods and HERG for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

Notwithstanding the foregoing, all personal data provided to Chamberlin's Natural Foods site will be handled in accordance with the Chamberlin's Natural Foods Site's Privacy Policy.

COPYRIGHT

The material provided on the Site is protected by law, including but not limited to, United States Copyright Law and international treaties. Please see Chamberlin's Natural Foods Copyright Restrictions, incorporated herein, for terms and conditions of use of copyrighted material on, in and of the Site.

U.S. GOVERNMENT RESTRICTED RIGHTS

The materials on the Site are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of Chamberlin's Natural Foods, proprietary rights in them.

LIMITATION OF LIABILITY

Under no circumstances, including, but not limited to negligence, shall Chamberlin's Natural Foods, HERG, its affiliates, its subsidiaries, their directors, officers, employees, agents or representatives, or Chamberlin's Natural Foods or HERG's suppliers be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss or inaccuracy of data or cost of procurement of substitute goods, services or technology or business interruption or loss of profit, arising out of the use or the inability to use the materials on the Site, or any hyperlinked site or any product or services sold hereunder, even if Chamberlin's Natural Foods, HERG or HERG authorized representative has been advised of the possibility of such damages. If your use of materials from the Site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

NON-PERSONAL DATA; HOLD HARMLESS; OUR TRANSMISSIONS

Chamberlin's Natural Foods may enable visitors to the Site to post reviews, comments, or other content to the Site. Any material, information, or idea you transmit to or post on the Site by any means will be treated as non-confidential and non-proprietary and may be disseminated or used by Chamberlin's Natural Foods, , HERG or its affiliates for any purpose whatsoever, including, but not limited to the development of sales and marketing of products. Chamberlin's Natural Foods and HERG have no obligation with respect to such material, information or ideas, and you agree to hold Chamberlin's Natural Foods and HERG and its affiliates, subsidiaries, their directors, officers, employees, agents or representatives or HERG's suppliers harmless for any use of same by any entity or person.

Chamberlin's Natural Foods does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Site. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. Chamberlin's Natural Foods reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Site.

Chamberlin's Natural Foods does not and cannot review, and has no obligation to monitor, all materials posted to the Chamberlin's Natural Foods Web Site by users, and Chamberlin's Natural Foods is not responsible for any such materials posted by users.

Chamberlin's Natural Foods reserves the right at all times: to disclose any information as necessary

to satisfy any law, regulation, court order, or government request; or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Chamberlin's Natural Foods' sole discretion are objectionable or in violation of this Agreement.

OUR LINKS; LIMIT OF LIABILITY

The Site may provide links to other web sites or resources. These links are provided by Chamberlin's Natural Foods only as a convenience. The inclusion of any link does not imply any affiliation, association, adoption, or endorsement by Chamberlin's Natural Foods of the Site or any of the information or content therein. Because these linked sites and resources are not under the control of Chamberlin's Natural Foods, you acknowledge and agree that Chamberlin's Natural Foods or HERG is not responsible or liable for the content, advertising, products, services, or other materials on any linked site or any link contained in a linked site or any review, changes, or updates to such sites, or any use thereof. It is the user's responsibility to take precautions to ensure that whatever linked site and resource is selected is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

TERMS OF USE REVISIONS

The Site could contain technical or other inaccuracies or outdated material. Chamberlin's Natural Foods may at any time revise these Terms of Use by updating this posting on the Site. By using the Site, you agree to be bound by any such revisions and should therefore periodically visit this page on the Site to determine the then current Terms of Use by which you are bound. Chamberlin's Natural Foods makes no commitment to update materials on the Site.

DISCLAIMER OF WARRANTIES

The Site, including all content, software, functions, materials and information made available on or accessed through the Site, is provided "as is". To the fullest extent permissible by law, Chamberlin's Natural Foods, HERG and its subsidiaries and affiliates make no representation or warranties of any kind whatsoever: for the content on the HERG web site or the materials, information and functions made accessible by the software used on or accessed through the Site; for any products or services or hypertext links to third parties; or for any breach of security associated with the transmission of sensitive information through the HERG web site or any linked site. Further, Chamberlin's Natural Foods, HERG and its subsidiaries and affiliates expressly disclaim any express or implied warranties, including, without limitation, non-infringement of third party rights, merchantability or fitness for a particular purpose.

Chamberlin's Natural Foods does not warrant that the functions contained in the Site or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Chamberlin's Natural Foods web site or the server that makes it available is free of viruses or other harmful components. HERG and its subsidiaries and affiliates shall not be liable for the use of the HERG web site, including, without limitation, the content and any errors contained therein.

Chamberlin's Natural Foods shall not be liable for delays or defaults in furnishing the services or products hereunder including technological, computer hardware or software errors, delays or breakdowns and including any delays or defaults on the part of HERG that are due to causes beyond the reasonable control of HERG, including those caused by attacks from unauthorized users who access Chamberlin's Natural Foods and HERG's technological infrastructure.

COPYRIGHT RESTRICTIONS

The copyright in all material, layout, design, and trade dress provided on the Site is held by Chamberlin's Natural Foods or by the original creator of the material pursuant to U.S. Copyright Laws, international conventions and other regulations. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Chamberlin's Natural Foods or the copyright owner. Name and trademarks of copyright holders may not be used in advertising or publicity without specific, prior written consent. Permission is granted to display, copy, distribute or download the materials on this Site for non-commercial use only; provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. You must display appropriate copyright notice as follows:

© 2012 Chamberlin's Natural Foods used by permission available at chamberlins.com. All Rights Reserved.

You also may not, without Chamberlin's Natural Foods permission, "mirror" any material contained on this Site on any other server. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed materials. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

U.S. GOVERNMENT RESTRICTED RIGHTS

The materials on this Site are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of HERG's proprietary rights in them.

ACCEPTANCE OF TERMS OF USE

Use of this Site is subject to certain Terms of Use, which constitute a legal agreement between you and Chamberlin's Natural Foods. By using this Site, you acknowledge that you have read, understood, and agree to be bound by the Terms of Use. Please review the Site Terms of Use, and if you do not agree to the terms, do not use the Site.