

DISCLAIMER AND USAGE AGREEMENT

Legal Notice USAGE AGREEMENT

OF SIGNATURE HEALTH PARTNERS WEB SITE

PLEASE READ THIS USAGE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THIS WEB SITE. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS WHICH APPLY TO YOUR USE OF THE SIGNATURE HEALTH PARTNERS WEB SITE. BY USING THIS SITE OR THE SERVICES AVAILABLE IN THIS SITE, OR BY PURCHASING ANY PRODUCTS THROUGH THIS SITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED THE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE ANY OF THE SERVICES AVAILABLE THROUGH THIS SITE AND DO NOT PURCHASE ANY PRODUCTS THROUGH THIS SITE.

1. Signature Health Partners . ("**Signature Health Partners** "), a corporation organized and existing under the laws of the State of Nevada, hereby grants you a limited, non-exclusive, non-assignable and non-transferable license to access and use the **Signature Health Partners** and **Zinera** online service operated by **Signature Health Partners** on the World Wide Web ("**Signature Health Partners** Web site") as well as a manual reproduction provided and expressly conditioned upon your agreement that all such access and use shall be governed by all of the terms and conditions set forth in this Agreement. You hereby acknowledge and agree as follows:
2. The "Information" shall mean all areas and any subscription or any other software, product, service, data or information provided by **Signature Health Partners** or obtained through the interactive online service operated by **Signature Health Partners** at the **Signature Health Partners** Web site.
3. **Ownership.** Copyright 2001 **Signature Health Partners** . All rights reserved. The Information is the valuable, exclusive property of **Signature Health Partners** or its licensors, or Vendors, and nothing in this Agreement shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. The Information is protected by contract law and various intellectual property laws, including domestic and international patent and copyright laws. Except as permitted in this Agreement, you may not copy, reproduce, republish, upload, post, transmit, adapt, distribute, commercially exploit, or publicly display the Information or any portion thereof in any manner whatsoever without **Signature Health Partners** 's prior written consent. You may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of the Information. **Signature Health Partners** and its associated logos, and all page headers, custom graphics, buttons, and other icons are service marks, trademarks, registered service marks, or registered trademarks of **Signature Health Partners** . All other product names and company logos mentioned herein are trademarks of their respective owners.
4. **Restrictions.** You may store in the memory of your computer and may manipulate, analyze, reformat, print and/or display for your use only the Information received or accessed through the **Signature Health Partners** Web site pursuant to this

Agreement. You may not resell, redistribute, broadcast or transfer the Information or use the Information in a searchable, machine-readable database or file. Unless separately and specifically authorized in writing by **Signature Health Partners**, you may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store or time-share the **Signature Health Partners** Web site, any part thereof, or any of the Information received or accessed therefrom to or through any other person or entity. You agree to use the **Signature Health Partners** Web site and Information for lawful purposes only. You agree not to post or transmit any information through the **Signature Health Partners** Web site which (1) infringes the rights of others or violates their privacy or publicity rights, (2) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable, or (3) is protected by copyright, trademark or other proprietary right without the express permission of the owner of such right. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from any uploading, posting or submission.

5. **Submissions.** If you send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind (collectively, the "Data"), the Data shall be deemed, and shall remain, the sole and absolute property of **Signature Health Partners**. Except as set forth in our Privacy Policy, none of the Data shall be subject to any obligation of confidence on the part of **Signature Health Partners** and **Signature Health Partners** shall not be liable for any use or disclosure of any Data. Without limitation of the foregoing, **Signature Health Partners** shall exclusively own all now known or hereafter existing rights to the Data of every kind and nature throughout the universe and shall be entitled to unrestricted use, not inconsistent with our Privacy Policy, of the Data for any purpose whatsoever, commercial, or otherwise, without compensation to the provider of the Data. Unless otherwise provided, you hereby grant to **Signature Health Partners** and its affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any message posted in the **Signature Health Partners** Web site or any e-mail sent by you to **Signature Health Partners** (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed.
6. **Linking.** You may link to the **Signature Health Partners** home page, but are not authorized to link to any other page on the **Signature Health Partners** Web site without the prior express written consent of **Signature Health Partners**. You may not use any of **Signature Health Partners**'s proprietary logos, marks, or other distinctive graphics, video, or audio material in your links. You may not link in any manner reasonably likely to 1) imply affiliation with or endorsement or sponsorship by **Signature Health Partners**; 2) cause confusion, mistake, or deception; 3) dilute **Signature Health Partners**'s trademarks or service marks; or 4) otherwise violate state or federal law.
7. **Fees and Payments.** In consideration of your use of the **Signature Health Partners** Web site and the license granted in this Agreement, you authorize **Signature Health Partners** to charge to the credit card account designated by you during the purchase or request for service or products process any and all amounts owing pursuant to this Agreement. If you accept an online offer that includes a free trial period, **Signature Health Partners** will not charge the amount owed to your credit card until after the free trial period expires. You may cancel any online order

and avoid a charge to your credit card by going to the online catalog and following the online directions for canceling orders. Any sales or use taxes will be payable by you, if applicable. A statement of the charges you incur shall be available to you online within a reasonable time after such debit has been made or is due and payable. Each statement shall reflect (a) the amount of the most recent debit; (b) the charges incurred by you during the preceding month; (c) any previously billed but not yet debited or paid amounts based on the rate schedule in effect at the time you used the **Signature Health Partners** Web site; and (d) any sales or use taxes that are payable by you. Your use of the **Signature Health Partners** Web site will be subject to any credit limits established by or for your credit card issuer. Further, you will pay a late charge equal to the lesser of one percent (1%) per month, or the maximum rate permitted by applicable law, on any and all payments owing under this Agreement that become thirty (30) days past due. The rate schedule and plans in effect at the time of executing this Agreement are displayed online during your initial use of the **Signature Health Partners** Web site (or any portion thereof requiring additional fees); however, the fees reflected in the rate schedule are subject to change at any time. Any such amended rate schedule shall be deemed accepted by you if you use the **Signature Health Partners** Web site (or any portion thereof requiring additional fees) in any manner after the effective date of such changes. **Signature Health Partners** reserves the right to modify the terms and conditions of this Agreement and the **Signature Health Partners** Web site. Such modifications may include, without limitation, changes in prices, implementation of user priorities, implementation of rules for use by you, and discontinuance of functional aspects of the **Signature Health Partners** Web site. **Signature Health Partners** may also add, withdraw or modify Information within the **Signature Health Partners** Web site or services or products provided through the **Signature Health Partners** Web site at any time in its sole discretion. All notices and statements described above shall be displayed online, and such display shall constitute effective notice under this Agreement on the day **Signature Health Partners** places them on the **Signature Health Partners** Web site. You agree to review the terms and conditions of this Agreement periodically to be aware of such revisions.

8. **Delays in Services.** Neither **Signature Health Partners** nor any of its licensors, licensees and Vendors (including its and their officers, directors, employees, affiliates, agents, representatives or subcontractors) shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, data processing failures, telephone interconnect problems, utility failures or problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or to other like causes. **Signature Health Partners** shall have no responsibility to provide access to the **Signature Health Partners** Web site while the interruption of the **Signature Health Partners** Web site due to any such cause shall continue.
9. **Termination.** Termination or cancellation of this Agreement shall not effect any right or relief to which **Signature Health Partners** may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to **Signature Health Partners**. This Agreement and the license rights granted hereunder shall remain in full force and effect unless terminated or canceled for any of the following reasons; 1) immediately by **Signature Health Partners** if you fail to make any payment when due or your automatic credit card debit is denied for any reason; 2) immediately by **Signature Health Partners** for any unauthorized access or use by you, including, without limitation: (i) concurrent

access of the **Signature Health Partners** Web site with identical user identification numbers; (ii) permitting another person or entity to use your user identification number to access the **Signature Health Partners** Web site; or (iii) any other access or use of the **Signature Health Partners** Web site except as expressly provided in this Agreement; 3) immediately by **Signature Health Partners** if you assign or transfer (or attempt the same) any rights granted to you under this Agreement; 4) immediately, if you fail to abide by the rules and regulations relating to the use of, or tamper with or alter any of the Information contained in, or accessed through, the **Signature Health Partners** Web site; 5) immediately, if you transmit or receive using the **Signature Health Partners** Web site (or cause the same) in violation of Section 3 (**Signature Health Partners**, at its sole discretion, shall determine whether any information transmitted or received violates this provision); or 6) immediately, if you violate any of the other terms and conditions of this Agreement.

10. **Monitoring.** You acknowledge that **Signature Health Partners** reserves the right to, and may from time to time, monitor any and all Information transmitted or received through the **Signature Health Partners** Web site. **Signature Health Partners**, at its sole discretion and without further notice to you, may (but is not obligated to) review, censor or prohibit the transmission or receipt of any Information which **Signature Health Partners** deems inappropriate (such as that specified in Section 3) or that violates any term or condition of this Agreement. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. Use of this computer system, authorized or unauthorized, constitutes consent to such monitoring. Unauthorized uses and unauthorized users of the **Signature Health Partners** Web site will be prosecuted to the full extent of the law.
11. **Equipment and Operation.** You shall provide and maintain all telephone and other equipment necessary to access the **Signature Health Partners** Web site, and the costs of any such equipment and/or telephone connections or use, including any applicable taxes, shall be borne solely by you. You shall reimburse **Signature Health Partners** for any such costs incurred by **Signature Health Partners** due to your use of the **Signature Health Partners** Web site. Such reimbursement shall be billed to you and payable in accordance with Section 6 of this Agreement. You are responsible for operating your own equipment and for familiarity with the Information used with or available through the **Signature Health Partners** Web site. **Signature Health Partners** reserves the right to refuse assistance or to charge additional fees if you seek assistance from **Signature Health Partners** with respect to such Information or any other matters not directly relating to the operation of the **Signature Health Partners** Web site.
12. **Limited Warranty.** You acknowledge that the Vendor Information and links provided through the **Signature Health Partners** Web site are compiled from sources which are beyond the control of **Signature Health Partners**. Though such Information is recognized by the parties to be generally reliable, the parties acknowledge that inaccuracies may occur and **Signature Health Partners** and its licensors and Vendors do not warrant the accuracy or suitability of the Information. **FOR THIS REASON, YOU ACKNOWLEDGE THAT THE SIGNATURE HEALTH PARTNERS WEB SITE AND THE PRODUCTS AND SERVICES AVAILABLE TO YOU THROUGH THE SIGNATURE HEALTH PARTNERS WEB SITE ARE PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. SIGNATURE HEALTH PARTNERS AND ITS LICENSORS AND VENDORS EXPRESSLY**

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13. **Limitation of Liability.** YOU AGREE THAT SIGNATURE HEALTH PARTNERS AND ITS LICENSORS AND VENDORS (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS) SHALL NOT IN ANY EVENT, INCLUDING BUT NOT LIMITED TO SIGNATURE HEALTH PARTNERS 'S NEGLIGENCE, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SIGNATURE HEALTH PARTNERS WEB SITE OR THE PRODUCTS OR SERVICES ACCESSED

THROUGH THE SIGNATURE HEALTH PARTNERS WEB SITE. IN NO EVENT SHALL SIGNATURE HEALTH PARTNERS 'S TOTAL LIABILITY FOR ALL DAMAGE, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SIGNATURE HEALTH PARTNERS WEB SITE, EVEN IF SIGNATURE HEALTH PARTNERS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE ABOVE LIMITATION OF LIABILITY SHOULD FAIL IN ITS ESSENTIAL PURPOSE FOR ANY REASON, SUCH LIABILITY IS AND SHALL BE LIMITED TO A SUM EQUAL IN AMOUNT TO TEN (10%) PERCENT OF THE SUMS PAID TO SIGNATURE HEALTH PARTNERS BY YOU UNDER THE TERMS OF THIS AGREEMENT OR \$100.00, WHICHEVER IS GREATER, AS LIMITED DAMAGES AND NOT AS A PENALTY EVEN IF SIGNATURE HEALTH PARTNERS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS CONTAINED IN THIS SECTION 14 SHALL SURVIVE TERMINATION OF THIS AGREEMENT. **Signature Health Partners** shall not be liable, regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the Information provided by or the know-how or other information contained within the **Signature Health Partners** Web Site or the services or products provided through the **Signature Health Partners** Web Site or for any delay or interruption in the transmission thereof to the site user, for any claim or loss arising therefrom or occasioned thereby. **Signature Health Partners** shall not be liable for any damages for lost data, use, profits, savings or goodwill that results from use of or inability to use Information, services, products or software contained within the **Signature Health Partners** Web Site. **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. THIS CLAUSE GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.** The actual product(s) sold or offered for sale by **Signature Health Partners** may not be exactly as depicted in photograph on this Web Site.

14. **Indemnification.** YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SIGNATURE HEALTH PARTNERS AND ITS LICENSORS AND VENDORS (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES OR CONTRACTORS) FROM AND AGAINST ALL CLAIMS BROUGHT BY ANY PERSONS ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SIGNATURE HEALTH PARTNERS WEB SITE, INCLUDING BUT NOT LIMITED TO, THE ACCESS TO AND USE OF THE INFORMATION, SERVICES AND/OR PRODUCTS OBTAINED THROUGH THE SIGNATURE HEALTH PARTNERS WEB SITE.
15. **Privacy.** The **Signature Health Partners** Web site does not collect any personal information about you except when you expressly provide it. **Signature Health Partners** will not transfer identifying information about you to any other party unless otherwise stated at the time of collection. **Signature Health Partners** may use aggregate data that does not contain personally identifying information for marketing and other similar purposes. **Signature Health Partners** does develop and participate in electronic direct marketing to users of **Signature Health Partners** who elect to receive electronic mail of specific interest to them. **Signature Health Partners** may place a "cookie" in the browser files of your

computer. Such cookie does not contain any personally identifying information.

16. **No Conflicting Terms.** If there is any conflict between this Agreement and your purchase order, any help text, manuals or other documents, this Agreement shall govern, whether such order or other documents are prior to or subsequent to this Agreement, or are signed or acknowledged by any director, officer, employee, representative or agent of **Signature Health Partners** .
17. **Attorney's Fees.** If **Signature Health Partners** takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, **Signature Health Partners** shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.
18. **Governing Law; Limitations; Venue.** This Agreement shall be governed by the laws of the State of Nevada, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the **Signature Health Partners** Web site contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action may only be brought in the state or federal courts located in Clark County, Nevada, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Nevada as your agent for service of process. You agree to waive any objection that the state or federal courts of Clark County, Nevada are an inconvenient forum.
19. **Jurisdictional Issues.** Unless otherwise specified, the materials in this Web site are presented solely for the purpose of promoting programs, services, and other products available in the United States, its territories, possessions and protectorates. This site is controlled and operated by **Signature Health Partners** from its offices within the state of Nevada, United States of America. **Signature Health Partners** makes no representation that materials in this site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
20. **Severability.** If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision). As so reformed or modified, the court shall fully enforce this Agreement.
21. **ENTIRE AGREEMENT. THIS AGREEMENT IS COMPLETE AND EFFECTIVE AT THE TIME YOU AGREE TO IT BY REQUESTING AND/OR PURCHASING PRODUCTS AND/OR SERVICES THROUGH THE SIGNATURE HEALTH PARTNERS WEB SITE, AND THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO OTHER AGREEMENT, WRITTEN OR ORAL, EXISTS BETWEEN YOU AND SIGNATURE HEALTH PARTNERS .**
22. All material and information presented by Signature Health Partners is intended to be used for educational purposes only. The statements made about products have not

been evaluated by the Food and Drug Administration. The information on this site is not intended to treat, cure or prevent any condition or disease. Please consult with your own physician or health care practitioner regarding the suggestions and recommendations made at Signature Health Partners .

23. What follows is the combination of vitamins/supplements that we suggest, based upon the information that you provided and the latest research available. **WE STRONGLY RECOMMEND THAT YOU PRINT OUT THIS PAGE AND TAKE IT TO YOUR HEALTH CARE PROVIDER PRIOR TO TAKING THESE VITAMINS/SUPPLEMENTS.** Although every effort has been made to take into account your personal factors when suggesting these specific vitamins/supplements- your primary health care provider is the professional who best knows you and your specific needs and medical condition. **EVEN CERTAIN VITAMINS/SUPPLEMENTS CAN HAVE A NEGATIVE EFFECT IF TAKEN IMPROPERLY- IN THE WRONG AMOUNTS- OR BY CERTAIN PERSONS. ONLY YOUR PRIMARY CARE PROVIDER KNOWS YOUR MEDICAL HISTORY WELL ENOUGH TO MAKE A FINAL RECOMMENDATION CONCERNING VITAMINS/SUPPLEMENTS.**