

Terms

1. SCOPE & APPLICATION

1.1 You expressly agree and accept the Conditions set forth herein unconditionally as a binding contract ("the Agreement") enforceable by law. The following are the terms and conditions of participation in the , Subscription ("Subscription") or any other Product on this Site, all such references to Subscription or Product combined shall be ("Product"). "Customer", "I", "You" or "Your" refers to you. "Site" means this World Wide Website located at the URL or , ("We", "Us" or "Our") reserves the right to amend this Agreement from time to time. It is agreed that any such amendment will apply to Customer. agrees to inform Customer of any amendment to the agreement. Should Customer fail to object to any amendment to the Agreement within one week, such failure shall serve as an acceptance of the amendment.

2. PRODUCT AND BILLING

2.1 All product purchases made from this website are required to be paid in full.

2.3.1 You authorize us to initiate a one-time charge to your credit card as indicated upon your purchase.

2.3.2 Your product will ship within 24 hours and will arrive within 5-7 business days. If your product does not arrive within the allotted amount of time, please call customer service to address the delay. Although we always strive to make our deliveries as timely as possible, circumstances may arise outside of our control, such as inclement weather, natural disasters, or other postal delays, which may impede a the timely arrival of your product. You agree we are not liable for such delays.

2.4 Please contact Customer service at TOLL FREE between the hours of 7am to 7pm MST Monday-Friday with any questions regarding your product, payment or return.

3. RETURNS, CANCELLATION, AND REFUND POLICY.

3.1 In order to be considered for a refund, you must call Customer Service at TOLL FREE before any arrangements will be made to issue a refund. We do require that you agree to send back the product you received in order to receive a full refund for any transaction. Refunds will only be offered for up to 30 days from purchase date, any transaction prior to that shall not be considered for a refund.

3.2 Persons with a medical condition, who are pregnant, or have reason to believe they may become pregnant in the next 60 days should not order this product. Refund requests will not be accepted and refunds will not be given for these reasons. You must consult a physician prior to placing an order if you are unsure about whether you can take this product.

3.3 All processed orders are subject to a 9.95 processing fee if the charge for the product/order has settled.

3.4 All returns are subject to a restocking fee. Accordingly all products have a 8.95 restocking fee, per item, if returned unopened and in good condition.

4. DISPUTE RESOLUTION

4.1 If you have any dispute concerning any aspect of these Terms of Website Use, the Website, or any of our services, you agree to submit your dispute for resolution by arbitration before the American Arbitration Association ("AAA") in the county where you live by filing a Demand for Arbitration. The arbitrator will have exclusive authority to resolve any dispute including any claim that all or any part of these Terms of Website Use are unenforceable.

4.2 Opt-Out of Arbitration/Class Action Waiver. The Terms & Conditions do not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement.

4.3 YOU ACKNOWLEDGE AND AGREE THAT, VIA YOUR ACCEPTANCE OF THESE DISPUTE RESOLUTION PROVISIONS, YOU WAIVE ANY RIGHT TO A JURY TRIAL, AS WELL AS YOUR RIGHT TO BRING, JOIN OR PARTICIPATE AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS ACTION SUIT OR MULTI-PARTY ARBITRATION BROUGHT AGAINST US, ANY PERSON RELATED TO US OR A SERVICE PROVIDER USED BY US TO PROVIDE THE SERVICE.

4.4 You agree to indemnify for any financial harm or any losses caused by Your objections to fees that does not comply with this Section. You will be held responsible for the reimbursement of any fees and losses incurred as a result of Your failure to comply with any provision in this Agreement.

4.5 Credit Card Billing Customer expressly agrees that if Customer pays by credit card, check or demand debit, Customer shall abide by the following statement: "I hereby authorize to initiate debit/credit entries to my bank deposit account or credit card."

5. OFFER, ACKNOWLEDGMENT AND ACCEPTANCE

5.1 While we make every effort to ensure that items appearing on the Site are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. We may reject Your order (without liability) if We are unable to process or fulfill it. If this is the case, We will refund any prior payment that you have made for that item.

5.2 An order submitted by You constitutes an offer by You to Us to purchase the Subscription on these Conditions and is subject to Our subsequent acceptance.

5.3 Prior to such acceptance, an automatic e-mail acknowledgement of Your order may be generated. Please note that any such automatic acknowledgement does not constitute a formal acceptance of Your order.

5.4 Our acceptance of Your order takes effect and the contract concluded at the point where such offer is expressly accepted by Us dispatching Your order and accepting Your credit card or other payment ("Acceptance").

5.5 We may keep records of orders received, acknowledgements, acceptances and other contract records for a reasonable period after Acceptance. We may be able to provide You with copies on written request; however You must make sure you print a copy of all such documents and these Conditions for your own records.

6. YOUR REPRESENTATIONS

6.1 You represent that the information provided by You when placing Your order is up-to-date, materially accurate, and is sufficient for Us to fulfill your order. You are

responsible for maintaining and promptly updating Your account information with Us for accuracy and completeness and keeping such information (and any passwords given to You for the purposes of accessing the Site and/or purchasing Products) secure against unauthorized access. Unless agreed otherwise or required by applicable law, any warranties provided in relation to Your purchase only extend to You on the understanding that You are a user and not a reseller of the Product.

6.2 No warranty, commitment or any other obligation should ever be assumed by You on Our behalf or on behalf of a Product manufacturer, license or supplier without Our express prior written consent.

6.3 PRICE AND TERMS OF PAYMENT (NOTE: WE CANNOT CONFIRM PRICES PRIOR TO ACCEPTANCE OF YOUR ORDER)

6.4 Prices payable for the Product are those in effect at the time of dispatch or delivery, unless otherwise expressly agreed. Prices may be indicated on the Site or an order acknowledgement but the authoritative price in the event of any discrepancy, is the price that is notified to You on Our Acceptance.

6.5 We have the right at any time prior to Our Acceptance to withdraw any discount and/or to revise prices to take into account increases in costs including (without limitation) costs of any materials, carriage, labor or the increase or imposition of any tax, duty or other levy and any variation in exchange rates. We also reserve the right to notify You of any mistakes in Product descriptions or errors in pricing prior to product dispatch. In such event if you choose to continue with fulfillment of the order, You acknowledge that the Product or Service will be provided in accordance with such revised description or corrected price.

6.6 The places that we deliver to are listed on the Site ("Territory"). Unless otherwise specified, prices quoted are: exclusive of the costs of shipping or carriage to the agreed place of delivery within the Territory (charges for which are stated on the Site); and exclusive of VAT and any other tax or duty which (where applicable) must be added to the price payable.

6.7 You agree to pay for taxes, shipping or carriage of Products as such costs are specified by Us on the Site when You submit Your purchase order. Payment shall be made prior to delivery and by such methods as are indicated on the Site.

6.8 Except as expressly provided elsewhere in these Conditions or the Site, payment may be taken in full notwithstanding any claim for short delivery or defects.

6.9 We will charge credit or debit cards on dispatch of the Product or commencement of Services. We reserve the right to verify credit or debit card payments prior to Acceptance.

6.10 If at any time you fail to pay any amount due on the relevant due date, or we are unable to collect payment due because of lack of funds or cancelled credit card, We may by notice declare all amounts unpaid at that date to be immediately due and payable. No counterclaim or set-off may be deducted from any payment due without our written consent. We may also take action against You for the price of Products at any time after payment has become due even though property in those Products may not yet have passed to you.

7. TERMINATION

7.1 If You commit an act of bankruptcy or enter into a deed of arrangement with creditors or a court order for winding-up is made against You or You take or suffer any similar action in consequence of debt or We have cause to believe that You are unable to pay Your debts as they fall due; or You fail to pay any amount by the due date or breach any of these Conditions then, without prejudice to any of our other rights, we may:

- 7.1.1 Stop any Products in transit; and/or
- 7.1.2 Suspend further Product deliveries; and/or
- 7.1.3 Stop or suspend provision of Services; and/or
- 7.1.4 By written notice, terminate Your order and all or any other contracts between Us and You.

8. DELIVERY AND RISK

8.1 Delivery timescales/dates specified on the Site, in any order acknowledgement, acceptance or elsewhere are estimates only. While We endeavor to meet such timescales or dates, We do not undertake to dispatch Products and/or commence Services by a particular date or dates and shall not be liable to You in respect of delays or failure to do so. IF OUR PRODUCTS FAIL TO ARRIVE IN THE ESTIMATED DELIVERY TIME OF 5-7 BUSINESS DAYS, PLEASE CONTACT OUR CUSTOMER SERVICE LINE AND LET THEM KNOW.

8.2 Delivery shall be to a valid address within the Territory submitted by You and subject to Acceptance ("Delivery Address"). You must check the Delivery Address on any acknowledgement or acceptance We provide and notify Us without delay of errors or omissions. We reserve the right to charge You for any extra costs arising from changes You make to the Delivery Address after You submit an order.

8.3 If You refuse or fail to take delivery of Products provided in accordance with these Conditions, any risk of loss or damage to the Products shall nonetheless pass and without prejudice to any other rights or remedies We have:

8.3.1 We shall be entitled to immediate payment in full for the Products or Services delivered and either to effect delivery by whatever means We consider appropriate or to store Products at Your risk;

8.3.2 You shall be liable pay on demand all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery; and

8.3.3 We shall be entitled 30 days after the agreed date for delivery to dispose of Products in such manner as We determine and may set off any proceeds of sale against any sums due from You.

8.4 Except to the extent required as a result of any mandatory rights You have as a consumer under applicable law, You shall not be entitled to reject the Products in whole or in part by reason of short delivery and shall pay in full notwithstanding short delivery or non-delivery unless You notify us in writing of any claim within 7 days of the latest of the date of receipt of the relevant invoice or delivery whereupon You shall pay for the quantity actually delivered.

8.5 Where We deliver Products by installments, each installment constitutes a separate contract and any defect in any one or more installments shall not entitle You to repudiate the contract as a whole nor to cancel any subsequent installment.

8.6 Save as otherwise provided in these Conditions, risk of loss of or damage to the Products passes to You on delivery or when placed in your possession or that of any carrier or transport provided by You, whichever shall occur first.

9. REJECTION, DAMAGE OR LOSS IN TRANSIT

9.1 Except as set out above and subject to any rights You have under applicable law that cannot be excluded or limited by these Conditions:

9.1.1 We shall not be liable and You shall not be entitled to reject Products or Services,

except for: (a) damage to or loss of Products or any part thereof in transit (where the Products are carried by Our own transport or by a carrier on Our behalf) where notified to Us within 5 working days of receipt of the Products; (b) defects in Products (not being defects caused by any act, neglect or default on your part) notified in writing to Us within 30 days of receipt of the Products; and (c) defective performance of Services (not being defects caused by any act, neglect or default on Your part) where notified in writing to Us within 5 days of such defect becoming apparent.

9.1.2 We shall not be liable for any damage or losses arising from the use of the Products in connection with other defective or unsuitable Products; Your negligence; improper use or use in any manner inconsistent with the manufacturer's specifications or instructions.

9.1.3 Where there is a shortage or failure to deliver, or any defect in or damage to a Product or Service, We may at our option: (a) (in the case of Product shortage or non-delivery) make good any such shortage or non-delivery; and/or (b) in the case of failure to perform or defective performance of a Service, make good such failure or defective performance; and/or (c) in the case of damage or any defect(s) in the Product and in accordance with any applicable Returns Policy: (i) replace or repair the Product upon You returning the Product; or (ii) refund the price paid in respect of any Products found to be damaged or defective.

10. LIABILITY LIMITATION

10.1 TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT WE WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE (1) OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF THE PRODUCTS YOU ORDERED AND THAT ARE MOST CLOSELY RELATED TO YOUR DAMAGES AND (2) WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER.

10.2 , in its sole discretion, shall not be liable for a chance occurrence or unavoidable or uncontrollable accident beyond either parties control that prevents our ability to fulfill obligations under the contract.

11. THIRD PARTY RIGHTS

11.1 You shall indemnify Us against any and all liabilities, claims and costs incurred by or made against Us as a direct or indirect result of us performing Services or carrying out any work on or to the Products where this has been done to Your (or Your representative's) specific requirements or specifications causing an infringement or alleged infringement of any proprietary rights of any third party.

11.2 To the fullest extent permitted by law, we shall have no liability to You in the event the Products or Services infringing or being alleged to infringe the proprietary rights of any third party. In the event that the Products are or may be the subject of patent, copyright, database right, registered design, trademark or other rights of any third party, You should refer to the relevant terms of the Product manufacturer and/or licensor/owner. We shall be obliged to transfer to You only such right or title as we have

12. WARRANTY "AS IS" IN GENERAL – WITHOUT REGARD TO SEPARATE WARRANTY STATEMENTS PACKAGED BY THE MANUFACTURER WITH THE PRODUCTS.

12.1 All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on the Site or made available by Us are intended to represent no more than a general illustration of the Products and do not constitute a warranty or representation by us that the Products will conform with the same. You must refer to the manufacturer's specifications or warranty documentation to determine your rights and remedies in this regard.

12.2 You will have the benefit of the manufacturer's, licensor's or supplier's warranty with the Products supplied and should refer to the relevant documentation supplied with the Product in this regard.

12.3 Your rights of repair or replacement of any Products or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where:

12.3.1 Products have been repaired or altered by persons other than the manufacturer, us or any authorized dealer; and/or

12.3.2 Defective Product or Products have not been returned together with full details in writing of the alleged defects within 30 days from the date on which such Products were delivered; and/or

12.3.3 Defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by us in connection with the delivered Products.

12.4 EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SECTION 12, WE MAKE NO EXPRESS WARRANTIES OR REPRESENTATIONS AND WE DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THESE CONDITIONS STATE YOUR SOLE AND EXCLUSIVE REMEDIES.

13. CONSENTS, CUSTOMS DUTIES & EXPORT

13.1 By clicking "ORDER NOW," I am agreeing to receive text messages from and business partners. I provide my signature expressly consenting to recurring contact from or its business partners at the number I provided regarding products or services via live, automated or prerecorded telephone call, text message, or email. I understand that my telephone company may impose charges on me for these contacts, and I am not required to enter into this agreement as a condition of purchasing property, goods, or services. I understand that I can revoke this consent at any time. Terms & conditions/privacy policy apply. For SMS campaigns: Text STOP to cancel and HELP for help. Msg & data rates may apply. Recurring msgs up to 9 msgs per month.

13.2 If any license or consent of any government or other authority is required for the acquisition, carriage or use of the Products by You, You shall obtain such license or consent at your own expense and if necessary produce evidence to us on demand. Failure so to do shall not entitle you to withhold or delay payment of the price. Any additional expenses or charges incurred by us resulting from such failure shall be met by you.

13.3 Products licensed or sold to you under these Conditions may be subject to export

control laws and regulations in the Territory or other relevant jurisdiction where You take delivery or use them. You shall be responsible for complying with those laws and will not do anything to breach them.

13.4 Items entering the European Economic Area (EEA) from outside over a certain value may be subject to customs charges (e.g. where costs are in excess of your personal import allowance). You may be subject to customs charges, import duties and taxes, levied when the Product reaches Your specified destination. Any such additional charges for customs clearance or import duties or taxes must be met by You, since We have no control over what these charges are. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

14. NOTICES

14.1 Any notice or other communications in relation to Our contract may be given by sending the same by hand delivery, pre-paid post, fax or e-mail to the latest address and contact that one party has notified in writing to the other. This will also be the address for service of legal proceedings in the manner prescribed by law. Except as set out above in relation to cancellation of consumer orders, such notices or communications (where properly addressed) shall be considered received:

14.1.1 In relation to hand delivery, on the date of delivery at the relevant address (or, if this is not a working date, the first working date thereafter);

14.1.2 If posted, 5 working days after the date of posting;

14.1.3 If sent by email, on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery or the email having been opened; or (iii) the expiry of 48 hours after transmission, provided that the sender has not received notification of unsuccessful transmission.

15. PERSONAL INFORMATION AND YOUR PRIVACY

15.1 We will observe applicable data protection laws and will not use information that does or can be used to personally identify You ("Personal Data") other than as set out in Our Privacy Policy ("Privacy Policy"). By submitting Your Personal Data in relation to Your order, You consent to such Personal Data being processed to fulfill Your order and in accordance with such Privacy Statement.

16. GENERAL

16.1 You shall not assign, transfer, charge or make over or purport to assign transfer charge to make over Your rights under these Conditions. Any purported assignment shall be null and void.

16.2 We shall not be liable to You nor held in breach of contract for any loss or damage which may be suffered as a direct or indirect result of Us being prevented, hindered or delayed in the performance by reason of any circumstances beyond Our reasonable control including (but not limited to) any act of God, war, terror, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, interruption in the supply of power, Internet communications, or materials and in such event we may elect to cancel Your order and refund any payments made.

16.3 You acknowledge that these Conditions supersede and cancel all previous contracts,

agreements and working arrangements whether oral or written, express or implied, between us. These Conditions prevail over any other terms or conditions contained in or referred to elsewhere or implied by trade, custom or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted. To the fullest extent permitted under applicable law, We reserve the right to modify these Conditions without prior written notice to You with effect for the future, subject to Your right to reject, by way of written notice, our modifications to these Conditions with respect to any orders for which Acceptance, but not yet fulfillment, has occurred.

16.4 No relaxation, forbearance, delay or indulgence by either You or Us in enforcing any of these Conditions or the granting of time by either party to the other shall prejudice or restrict such rights and powers.

16.5 No waiver of any term or condition of these Conditions shall be effective unless made in writing and signed by Us. The waiver of any breach of any Condition shall not be construed as a waiver of any subsequent breach or condition.

16.6 If for any reason We determine or a court of competent jurisdiction finds that any provision or portion of these Conditions to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction:

16.6.1 These Conditions will not be affected in other jurisdictions to the extent that such determination or finding has no application; and

16.6.2 In the relevant jurisdiction, the remainder of these Conditions (to the fullest extent permitted by law) will continue in full force and effect.

17. GOVERNING LAW

17.1 The construction validity and performance of these Conditions shall be governed by US Law and You agree to submit to the exclusive jurisdiction of the US Courts, in the event of legal proceedings arising from any dispute; The language of any dispute resolution procedure or any proceedings will be English.