

ELITE NITRO

[CONTACT](#)[ORDER](#)[PRODUCT](#)[ABOUT US](#)[BENEFITS](#)

Terms and Conditions

Contact Details

Contact customer service at 619-817-6183 Monday through Friday 6am to 5pm EST or Weekends 9am to 5pm EST.

Member User Agreement

You must read and agree to these Terms and Conditions before placing Your order for the Elite Nitro Face Cream . By placing Your order for the Elite Nitro Face Cream You agree to be bound by the following Terms and Conditions:

ATTENTION: This is a binding agreement between You, the person or entity agreeing to the terms contained in this document ("I", "You", "Your" or "Customer"), and Elite Nitro, the owner and administrator of this Website and all content and functionality contained herein ("Our", "Us", or "Company") (collectively, the "Parties" or "We"). These terms and conditions, as well as any additional terms, conditions and covenants referenced in or made available by hyperlink in this document (collectively, these "Terms", "Terms of Use" or this "Agreement"), govern Your use of and access to this Website and any and all of its sub-pages (collectively, the "Website").

ACCEPTANCE OF TERMS OF USE: By using, visiting, or browsing the Website, as well as placing an order with Elite Nitro through the Website, You accept, without limitation or qualification, these Terms of Use and agree, without limitation, to the terms of Our Privacy Statement. If You do not agree to be bound by these Terms of Use and Privacy Statement, You should exit the Website immediately. By accessing, using or ordering products through the Website, You affirm that You have read this Agreement and understand, agree, and consent to all Terms contained herein.

These Terms of Use constitute the entire agreement between Elite Nitro and You, and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Website, the content, products, or services provided by or through the Website, and the subject matter of these Terms of Use. This Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act. You manifest Your agreement to the Terms in this document by any act demonstrating Your assent thereto, including clicking any button containing the words "I Agree"; "Rush My Order"; "Submit" or similar syntax, or by merely accessing the Website, whether You have read these terms or not. It is suggested that You print this form for Your personal records.

You further agree not to use or access the Website if doing so would violate the laws of Your state, province or country. At the bottom of this page appears a "last modified" date. If the "last modified" date remains unchanged, then You may presume that no changes have been made since the "last modified" date. A changed "last modified" date indicates that this document has been updated or edited, and the updated or edited version supersedes any prior versions immediately upon posting.

Product Disclaimer: I understand the statements regarding these products have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease. I understand the information on this Web site or in emails is designed for educational purposes only and is not intended to be a substitute for informed medical advice or care.

I understand I should not use this information to diagnose or treat any health problems or illnesses without consulting my doctor. I also understand that Elite Nitro is not intended or to be used to treat any type of medical condition.

WARNING: Not intended for use by persons under 18 years of age. Consult a physician before using this product if You have any medical condition including, but not limited to, strokes, high blood pressure, heart, liver, kidney or thyroid disease, diabetes, anemia, depression, anxiety, other psychiatric conditions, a family history of these or other medical conditions, or if taking any prescription, OTC and/or other herbal medications.

Elite Nitro Terms and Conditions:

Please take a few minutes to read the following, as by concluding your purchase of the Elite Nitro Face Cream you automatically accept the following terms and conditions.

We are confident you will see the benefits of using our Elite Nitro Product. You are taking the next step toward a more fit & healthy you!

If you contact customer service to terminate your enrollment within 15 days of the date that you enroll in the Program, you will not receive any additional product and you will not be charged anything else. Your enrollment date is the date that you submit your order for the product. Orders are shipped within 24 hours Mon. - Fri. excluding weekends and holidays in which case your order will be shipped the morning of the next business day. Actual delivery time of your order will vary by region.

You can cancel your membership in our auto-shipment program and avoid further Monthly Charges at any time by contacting customer service at 619-817-6183 Monday through Friday 9am to 5pm EST or Weekends 9am to 5pm EST.

Please note results may vary, but with continuous use of Elite Nitro in conjunction with exercise.

By proceeding with your purchase, you acknowledge and agree that Elite Nitro will not obtain additional authorization from you for each future installment of the \$89.15 auto-ship program that will be charged to the credit card you provided initially. In addition, you do not hold Elite Nitro responsible for any overdraft charges or fees which you might incur during the ongoing auto-ship program Membership.

All fees are payable in United States currency. For so long as your Membership is active, you will be billed, and you will be required to pay, all applicable charges. Failure to use the Elite Nitro Products does not constitute a basis for refusing to pay any of the associated charges. Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of Elite Nitro in effect at any given time. Upon reasonable prior written notice to you (with e-mail sufficing), Elite Nitro reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Continued use of the Site and/or receipt of the Elite Nitro Products after receipt of such notice shall constitute consent to any and all such changes; provided, however, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification.

Elite Nitro authorization to provide and bill for the Elite Nitro Products is obtained by way of your electronic signature or, where applicable, via physical signature and/or voice affirmation. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency. Elite Nitro's reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively. Both laws

specifically preempt all state laws that recognize only paper and handwritten signatures. Where you fail to make any auto-ship program payments, such overdue amounts will be subject to your account being deactivated, in which case no further product will be shipped to you and access to the Membership site will be denied, for non-payment.

Shipping Terms

Upon confirming your order you will be shipped a 30 day supply of Elite Nitro. Orders are generally shipped within 24 hours (Monday through Friday) using our standard USPS First Class shipping method. Please be advised that shipments are not sent on Saturdays, Sundays, or any Holidays. Elite Nitro does not guarantee specific arrival dates or times. Elite Nitro does not refund delivery or handling charges for any shipments.

Contacting Customer Service: You may contact our customer care department at (760) 855-1359 Monday through Friday 6am to 11pm CST or Weekends 8am to 6pm CST.

IMPORTANT...

1) Please do not return any product to us without first obtaining an RMA number from customer service. Please note that any packages marked "refused" or "Return to sender" will not be processed as a refund. You must obtain an RMA number first.

2) If you do not receive your shipment within 5 working days from the date you placed your order, please contact us immediately so we can address the situation appropriately.

Return Address:

Fulfillment Center

Attn: Elite Nitro Returns
4660 S Hagadorn Rd East Lansing, MI
Refund Policy

1. We refund all cases of fraud and unauthorized transactions inclusive of all shipping and handling charges. Additional refunds are issued at the discretion of the company.

2. We reserve the right to replace any damaged products in lieu of refunding them at the discretion of the company.

3. In instances where a refund is warranted and agreed to by the company, customers are restricted to receiving a single refund per product ordered. Multiple refunds for purchases processed in multiple months are not

permitted - i.e. We will only consider refunding the most recent months transaction and never multiple past months.

4. We reserve the right to refuse a refund to any customer who repeatedly requests refunds or who, in our judgment, requests refunds in bad faith.

5. In order to request a refund, you must contact Our Customer Service Department at (760) 855-1359. If a refund is warranted, you will be provided with an RMA number and instructions on how to proceed.

6. Once an RMA notice has been issued to you, you will automatically receive an RMA email confirmation and authorization.

7. In order for your refund to be processed, you must include your RMA number written on the outside of your shipment in large and legible print.

8. We must receive the remaining product back to our fulfillment facility in good condition, and once it is received and the RMA number logged into our systems, a refund will automatically be processed and you will receive an email confirmation that your refund has been processed. Please note that depending on the bank that issued the credit card, a refund can take up to thirty (30) days to appear on your credit card statement.

9. Shipping and handling costs are not refundable.

10. A \$9.95 restocking fee is applicable for every returned order excepting your initial order.

11. You are responsible for any costs incurred to package and safely return the product to our fulfillment facility.

NEGATIVE OPTION CLAUSE

BY PROCEEDING WITH THIS PURCHASE, I UNDERSTAND AND AGREE THAT THIS CONSUMER TRANSACTION INVOLVES A NEGATIVE OPTION, AND THAT I MAY BE LIABLE FOR PAYMENT OF FUTURE GOODS AND SERVICES UNDER THE TERMS OF THIS AGREEMENT FOR \$89.15 PER MONTH IF I FAIL TO NOTIFY THE SUPPLIER NOT TO SUPPLY THE GOODS OR SERVICES DESCRIBED.

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY

THE MATERIALS AND PRODUCTS CONTAINED AND ED ON THE WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Elite Nitro DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER VIOLATIONS OF RIGHTS. IN NO EVENT SHALL Elite Nitro Care OR ITS

OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER ANY CAUSE OF ACTION WHATSOEVER INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OTHERWISE, FOR ANY CLAIM CAUSE OF ACTION, FEE, EXPENSE, COST, OR LOSS (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY STATEMENT, THE PRODUCTS, OR THE CUSTOMER'S USE OF THE WEBSITE OR ANY PRODUCT. Elite Nitro ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEBSITE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY Elite Nitro WEBSITE OR THE SERVERS THAT MAKE SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; Elite Nitro FURTHER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY FAILURES, DELAYS, MALFUNCTIONS, OR INTERRUPTIONS IN THE DELIVERY OF ANY CONTENT CONTAINED ON THE WEBSITE; ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE CONTENT PROVIDED ON THE WEBSITE; OR ANY CONDUCT BY USERS OF THE WEBSITE, EITHER ONLINE OR OFFLINE. Elite Nitro DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON ANY Elite Nitro Care WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

You agree that Elite Nitros' entire liability for all CLAIMS shall be limited, in the aggregate, to the lesser of (i) USD \$500.00, or (ii) the total amount of money You paid to Elite Nitro in the one (1) month period immediately preceding the incident on which Your alleged claim is based. This limitation of liability shall apply for all CLAIMS, regardless of whether Elite Nitro was aware of or advised in advance of the possibility of damages or such CLAIMS. The warranties and representations specifically set forth in this agreement are the only warranties and representations with respect to this Agreement, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties hereto or by operation of law, including warranties of merchantability and fitness for a particular purpose. None of these warranties and representations will extend to any third person. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to You.

CONSENT TO RECEIVE EMAILS FROM US

If you sign up via any of our opt-in forms, or make a purchase from any of our websites... we will send you emails anywhere from once to three times a week. These emails can be comprised of order confirmation, shipping confirmation, announcement type emails &/or our anti aging newsletter and informational emails that we send out regularly. Typically in our emails you will find relevant information that is related to a purchase you

made with us, or the newest tips, tricks, and information related to anti aging. Please remember that if you no longer wish to hear from us, you can simply unsubscribe at any time using the link in the footer of any email that we send you.

REPRESENTATIONS; PRODUCT DISCLAIMERS

Elite Nitro is committed to improving the well-being of our customers by providing safe and effective wellness products made with the highest quality ingredients. You understand, however, that Our Products have not been evaluated by the Food and Drug Administration, and Our Products are not intended to diagnose, treat, cure or prevent any disease. The information on this Website or in emails is designed for informational purposes only and is not intended to be a substitute for informed medical advice or care.

You understand that You should not use this information to diagnose or treat any health problems or illnesses without consulting Your doctor or physician. You further understand that this Product is not intended for use by persons under 18 years of age. You also understand that the Product is not intended or to be used to treat any type of medical condition such as obesity. You agree that You either have consulted, or will consult, with a physician or doctor before using any of Our Products, particularly if You suffer from any medical condition including, but not limited to, strokes, high blood pressure, heart, liver, kidney or thyroid disease, diabetes, anemia, depression, anxiety, other psychiatric conditions, a family history of these or other medical conditions, or if taking any prescription, OTC and/or other herbal medications, and You agree that you will cease immediately from taking or using Our Products if You experience any ill effects or unintended side effects of any Product. Elite Nitro Care endeavors to provide You with accurate information about Our Products. You understand and agree that the information Elite Nitro Care conveys about or Products and/or the efficacy of Our Products, is obtained from independent third parties such as news agencies, scientific reports, and scientific / research entities ("Third Parties"). Elite Nitro does not warrant or represent that such information is error-free, and Elite Nitro does not represent or endorse any Third Parties or the methods that they use to arrive at their conclusions. All Product specifications, performance data, and other information on the Website is for informational and illustrative purposes only, and do not constitute a guarantee or representation that the Products will conform to such specifications or performance data.

Elite Nitro does not warrant or represent that Our Products will provide You with any particular benefits, or that Your results will match those of others who consume Our Products. Individual results will vary from person to person, and are dependent on factors including age, weight, diet, and exercise regimen.

By using the Website, You agree to comply with all applicable laws and regulations of the United States. The material provided on the Website is protected by law including, but not limited to, United States copyright and trademark law and international treaties. Elite Nitro makes no representation that materials contained in the Website 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 Website from other locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws.

YOUR REPRESENTATIONS

You hereby represent and warrant that You are age eighteen (18) or older, that You have read this Agreement and thoroughly understand the terms contained in this Agreement, that any Products You purchase from the Website will be used for Your personal, non-commercial use, and that You will not re-sell, re-distribute or export any Product that You order from the Website. You further represent that Elite Nitro has the right to rely upon all information provided to Elite Nitro by You, and Elite Nitro may contact You by email, telephone or postal mail for any purpose, including but not limited to (i) follow-up calls, (ii) customer satisfaction surveys, and (iii) inquiries about any orders You placed, or considered placing, at or through the Website.

INTELLECTUAL PROPERTY

The Website and all of its contents including, but not limited to, articles, other text, photographs, illustrations, graphics, product names, designs, logos, and the collection, arrangement, and assembly of all content (collectively, "the Intellectual Property") are protected by copyright, trademark, and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is the exclusive property of Elite Nitro or its licensors. No license or ownership rights in or to any of the Intellectual Property are conveyed to You by virtue of this Agreement or by Your purchase of any Product from the Website. The Intellectual Property is protected by the copyright and trademark laws of the United States. Unless otherwise permitted by law, none of the Intellectual Property may be reproduced by You without Elite Nitro's prior written permission.

WEBSITE USER CONDUCT AND RESTRICTIONS

You must be 18 years of age or older to access Our Website. As a user of the Website, You agree that in connection with Your use of the Website and the content You will not:

- Upload, post, email, or otherwise transmit any content that is unlawful,

harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of anyone's privacy, hateful, or racially, ethnically, or otherwise objectionable;

- Conduct Yourself in an inappropriate, offensive, indecent, or vulgar manner while using Our service or Website;
- Use the Website for any unlawful purpose;
- Upload, post, email, or otherwise transmit any content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- Upload, post, email, or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any party;
- Upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with or disrupt the Website, the services, the content or servers or networks connected to the Website, the services or the content, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website, the services, and/or the content, the terms of which are incorporated herein;
- Intentionally or unintentionally violate any applicable local, state, national, or international law. Without the express prior written authorization of Elite Nitro, You may not:
 - Duplicate the Website (except as expressly provided elsewhere in this Agreement or as permitted by law);
 - Create derivative works based on the Website or any of the Intellectual Property;
 - Remove any copyright or other proprietary notices from the Website or any of the Intellectual Property contained therein;
 - Frame or utilize any framing techniques in connection with the Website

or any of the Intellectual Property;

- Use any meta-tags or any other "hidden text" using the Website's name or marks;
- "Deep-link" to any page of the Website;
- Circumvent any encryption or other security tools used anywhere on the Website (including the theft of user names and passwords or using another person's user name and password in order to gain access to a restricted area of the Website);
- Use any data mining, bots, or similar data gathering and extraction tools on the Website;
- Use any device, software or routine to bypass any operational element or to interfere, or attempt to interfere, with the proper working of the Website, server or activities conducted therein; or,
- Take any action that imposes an unreasonable or disproportionately large load on the Website or its network infrastructure.

TERMINATION OF AGREEMENT

This Agreement shall remain in force as long as You access the Website, use any functions or features of the Website, or order anything from the Website. Elite Nitro reserves the right to terminate this Agreement without notice and/or refuse to sell to anyone who Elite Nitro believes, in Our sole discretion, (i) has violated any of the terms of this Agreement, (ii) is abusing the Products or the services Elite Nitro provides, or (iii) is unable to provide Us with sufficient information to allow Us to properly identify the customer's real name, address, or other contact information.

LINKS

The Website may provide links to other World Wide Web sites or resources. Elite Nitro has not reviewed these websites and is not responsible for the accuracy, content, privacy policies or availability of information found on websites that link to or from any Elite Nitro Website. Elite Nitro cannot ensure that You will be satisfied with any products or services that You purchase from a third-party site that links to or from any Elite Nitro Website or third-party content on our sites. Elite Nitro Care does not endorse any of the merchandise, nor has Elite Nitro Care taken any steps to confirm the accuracy or reliability of any of the information contained in such third-party sites or content. Elite Nitro does not make any ~~representations or warranties as to the security of any information~~

(including, without limitation, credit card and other personal information) You might be requested to give any third party, and You hereby

INFO

- [About](#)
- [Order](#)

Customer Service

- Phone: 619-817-6183
- Email:
support@elitenitro.com

Terms & Conditions

- [Privacy Policy](#)
- [Contact Us](#)

limited to direct, indirect, incidental, consequential, or punitive damages arising out of your use of third-party material or third-party sites that are linked to this Website. No link to the Website may be framed to the extent that such frame contains any sponsorship, advertising, or other commercial text or graphics. All links to the Website must be to www.beuteskin.net. Deep linking to internal pages of this Website is expressly prohibited without prior written consent from Elite Nitro.

FORCE MAJEURE

Elite Nitro shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay Elite Nitro's performance.

INDEMNITY

You agree to defend, indemnify, and hold harmless Elite Nitro, its affiliates, officers, directors, shareholders, employees, independent contractors, telecommunications providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including, but not limited to, reasonable legal and accounting fees, which are not limited to Texas's Statewide Uniform Guidelines For Taxation of Costs in Civil Actions, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your use, misuse, or inability to use the Website, or Your breach of any of these terms and conditions of this Agreement. Elite Nitro shall promptly notify You by electronic mail of any such claim or suit, and cooperate fully (at Your expense) in the defense of such claim or suit. If Elite Nitro does not hear from You promptly, Elite Nitro reserves the right to defend such claim or suit and seek full recompense from You.

DISPUTE RESOLUTION BY BINDING ARBITRATION

We each agree to first contact each other with any disputes and provide a written description of the problem, a ll relevant documents/information,

and the proposed resolution. You agree to contact Us with disputes by writing to Us at Elite Nitro Care, 1851 N. Riverside ave, Rialto CA, 92376. Elite Nitro will contact You by letter to Your billing address You provided Us. Instead Of Suing In Court, We Each Agree To Arbitrate Disputes We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there is no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and conditions in this Agreement, the Terms of Use, and the Privacy Statement, and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We also each agree as follows: "Disputes" are any claims (including the definition of "claims" contained in the section Limitation of Liability and Disclaimer of Warranty above) or controversies against each other related in any way to this Agreement, the Terms of Use, the Privacy Statement, or Your purchase and use of the Product. This includes claims You bring against Our affiliates, officers, directors, shareholders, employees, independent contractors, telecommunications providers, or agents or other representatives, or that Elite Nitro brings against You.

If either Elite Nitro or You wants to arbitrate a dispute, We each agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to You will be sent to Your billing address that You provided Us and notice to Us will be sent to: Elite Nitro, 1851 N. Riverside ave, Rialto CA, 92376. We each agree to make attempts to resolve this dispute within forty-five (45) days of receipt of the notice to arbitrate, then We may submit the dispute to formal arbitration.

The FAA applies to this Agreement and arbitration provision. We each agree that the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

The arbitration will be administered by the National Arbitration Forum ("NAF") under its arbitration rules. If any NAF rule conflicts with the terms of this Agreement, the terms of this Agreement apply. You can obtain procedures, rules, and fee information from the NAF at 1-800-474-2371 or www.adrforum.com. Unless We each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the state of Your last billing address. The federal or state law that applies to the Agreement will also apply during the Arbitration.

We each agree not to pursue arbitration on a consolidated or classwide basis. We each agree that any arbitration will be solely between You and Elite Nitro (not brought on behalf of or together with another individual's

claim). If for any reason any court or arbitrator hold that this restriction in unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in court.

We each are responsible for our own costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, Elite Nitro will cover any arbitration administrative or filing fee above: (a) \$25 if You are seeking less than \$1,000 from Elite Nitro; or (b) the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CONSOLIDATED OR CLASSWIDE BASIS; THATIS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING

GOVERNING LAW

You agree that this Agreement and any issue or dispute arising out of or otherwise related to this Agreement or with Your use of our Website, Intellectual Property, the Terms of Use, the Privacy Statement, or any matter concerning Elite Nitro shall be governed exclusively by the laws of the State of Texas, excluding its conflict of law provisions.

SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of this Agreement, the Terms of Use, the Privacy Statement, or any portion thereof, to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of the Agreement, the Terms of Use, and the Privacy Statement will continue in full force and effect.

NO WAIVER

No waiver of or by Elite Nitro shall be deemed a waiver of any subsequent default of the same provision of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision

shall be deemed to be severed from this Agreement.

HEADINGS

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to Your access and use of the Website and Your ordering and use of the Products, and supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matters.

MODIFICATIONS OF AGREEMENT

Elite Nitro reserves the right to change any of the provisions posted herein and You agree to review these terms and conditions each time You visit the Website. Your continued use of the Website following the posting of any changes to these terms and conditions constitutes Your acceptance of such changes. Elite Nitro does not and will not assume any obligation to provide You with notice of any change to this document. Unless accepted by Elite Nitro in writing, these terms and conditions may not be amended by You.