

# Terms and Conditions of Use

## **CAREFULLY READ AND UNDERSTAND THESE TERMS BEFORE ORDERING ANY PRODUCT THROUGH THIS WEBSITE**

ATTENTION: This is a legal agreement (the "Agreement") between You, the individual, company or organization ("you," "your," or "Customer") and our website ("we," "our", "Company"). By ordering, accessing, using or purchasing Pure Caralluma Extract ("Product") through this website or related websites (collectively the "Website"), you are agreeing to be bound by, and are becoming a party to, this Agreement. We may at our sole and absolute discretion change, add, modify, or delete portions of this Agreement at any time without notice. It is your sole responsibility to review this Agreement for changes prior to use of the Website or purchase of the Product.

IT IS STRONGLY RECOMMENDED THAT YOU REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING, USING OR BUYING ANY PRODUCT THROUGH THE WEBSITE AND PRINT A COPY FOR YOUR RECORDS.

### **Health Disclaimer**

This product is not intended to diagnose, treat, cure or prevent any disease. If you are pregnant, nursing, taking medication, or have a history of heart conditions we suggest consulting with a physician before using any of our products. The results on all products are not typical and not everyone will experience these results. Toll Free Customer Service phone: (888) 422-9040

### **Terms and Conditions**

Please carefully read the following terms and conditions as when you purchase any of the products from our web site, you agree and are bound to the following terms and conditions.

This Agreement is between our website and you ("you" or "Customer") This Section sets forth the terms and conditions which apply to the use by you of the website (as defined below) and any other subscription product or service offered for sale by our website and/or its affiliates.

The right to use any product or service offered by our website is personal to you and is not transferable to any other person or entity. We reserve the right to make changes to the website, policies, and these terms at any time without notice.

### **Disclaimer of Warranty; Limitation of Liability**

This website neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement on the website. Under no circumstances are we liable for any loss or damage caused by your reliance on information obtained through the content on the website. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the website. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content, including but not limited to financial, health, or lifestyle information, opinion, advice or other content.

### **Indemnification**

You agree to defend, indemnify and hold harmless our website, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use by you of the website, including claims by other users, access, products or memberships.

### **Refund/Return Policy**

In order to obtain your full refund, contact customer service by phone and obtain an RMA (Return Merchandise Authorization) number to place on your package. Write this number on the outside of the shipping package, and send the product back to our warehouse at the address provided to you, and within thirty (30) days of the date you originally ordered the product. In order for your full refund to be processed the product must arrive at our fulfillment facility within thirty (30) days of the original purchase date and NOT be opened or used. You pay for return shipping. There is a \$5.00 restocking fee per unit you are returning. This fee will be taken out of the refund issued. Once our warehouse has received the returned package, you will be issued a refund. Your refund will be credited back to the same credit card used to make the purchase. Refunds are issued within 48 hours, and may take up to 3-5 business days to show in your statement, depending on the speed of the processing bank.

You may request a refund by calling (888) 422-9040

Monday to Friday 9AM to 9PM PST

Saturday 9AM-6PM.

Returns must be sent with your RMA number written on the packaging to:

RMA Returns



The Refund will show on your Credit Card statement as Pure Caralluma Extract, you will receive a confirmation email from our warehouse at the time when your refund has been issued.

**Toll Free Customer Service phone: (888) 422-9040**

Be sure to write your RMA # on the outside of the envelope for proper account credit.

We are not responsible for lost or stolen items. We recommend all returned items to be sent using some type of delivery confirmation system to ensure proper delivery. After the shipping department receives your return, it generally takes 48 hours for your refund to be processed.

Please note the following terms:

- Packages marked "Return to Sender" will NOT be processed or refunded. Returned packages will only be refunded with an RMA number that was provided by our Customer Service department. Call Customer Service at (888) 422-9040 for your RMA number. RMA numbers are good for 30 days.
- Refunds will only be issued to the same credit card to which they were charged.
- Customer is responsible for return shipping charges.
- After the warehouse receives your return, it generally takes 2 business days to process your return. Please keep in mind that your bank typically posts credits in the billing cycle in which it was received. Therefore, the number of days it takes for the credit to post to your account may vary, depending on your banking institution's billing and credit schedule.
- Our customer service representatives may offer you a discounted price or partial refund if you call to cancel your account. You may accept or reject the discounted price or partial refund. If you reject the discount or partial refund, then in order to obtain your refund you will be required to return the product to us using an RMA number as described above. If you accept the discount or partial refund, you agree to waive your right to return this order.

### **Legal Disclaimer**

These products are not intended to diagnose, treat, cure or prevent any illness or disease. Consult with your physician for diagnosis or treatment. Use herbs as per instructions and always watch for any allergic reactions.

The information presented on this site is not presented with the intention of diagnosing any disease or condition or

prescribing any treatment. It is offered as information only, for use in the maintenance and promotion of good health in cooperation with a licensed medical practitioner.

In the event that any individual should use the information presented on this website without a licensed medical practitioner's approval, that individual will be diagnosing for him or herself.

### **Shipping**

The standard ground mail service is shipped via United States Postal Service First Class Mail. Packages will arrive within 3-5 business days. Please be advised that shipments are not sent out on Saturdays, Sundays, or any Holidays. We do not guarantee arrival dates or times.

### **Additional Taxes and Duties**

Depending on your location, you may be required to pay applicable taxes and duties in relation to your state, province or country.

### **Ingredients**

All products sold on the website are produce and manufactured in an FDA Approved facility that is GMP Certified. Raw materials are of the highest quality for optimum potency.

Caralluma Extract Proprietary Blend: Coleus Forskohlii Root Extract Standardized 20% Forskolin 250 mg.

Smart Cleanse Detox Proprietary Blend: Flaxseed, Oat Bran, Papaya Leaf Extract, Black Walnut Hull, Prune Extract, Aloe Vera, L. Acidophilus, Apple Pectin

### **Herbal Safety Guidelines**

Before using an herb you are unfamiliar with, find out its medicinal properties. Research it thoroughly and/or consult with an appropriately qualified practitioner or expert. If you are taking prescription drugs, or have a medical condition, check with an appropriately qualified practitioner before using herbs medicinally. Herbs have shown overwhelming evidence that they work. Just because a small amount works well does NOT mean that more is better. As individuals we all have different constitutions, sensitivities, allergic reactions and possible health conditions. The following are merely guidelines. They include herbs offered on our websites. This list does not help with administering information on possible interactions and contraindications with prescription medicine. This needs to be discussed with your physician.

Should I check with my doctor or healthcare provider before using a supplement? This is a good idea, especially for certain population groups. Dietary supplements may not be risk-free under certain circumstances. If you are pregnant, nursing a baby, or have a chronic medical condition, such as, diabetes, hypertension or heart disease, be sure to consult your doctor or pharmacist before purchasing or taking any supplement. While vitamin and mineral supplements are widely used and generally considered safe, you may wish to check with your doctor or pharmacist before taking these or any other dietary supplements. If you plan to use a dietary supplement in place of drugs or in combination with any drug, tell your health care provider first. Many supplements contain active ingredients that have strong biological effects and their safety is not always assured in all users. If you have certain health conditions and take these products, you may be placing yourself at risk.

### **Reversals and Chargebacks**

We consider Chargebacks and reversals as potential cases of fraudulent use of our services and/or theft of services, and will be treated as such. We reserve the right to file a complaint with the appropriate local and federal authorities to investigate. Be advised that all activity and IP address information is being monitored and that this information may be used in a civil and/or criminal case(s) against a client if there is fraudulent use and or theft of services.

## **Customizing Orders**

Customer satisfaction is our main priority, and we are always interested in making our customers' experience with our products enjoyable and convenient. If you would like to request custom arrangements for your account, such as bulk orders, and/or ordering additional products, just call our customer service representatives and we will be happy to discuss your account with you. We cannot accommodate every request, but we do our best to accommodate where possible. To ensure the highest quality customer care, and to be sure that your order is handled correctly, your call will be recorded and archived for future reference.

## **Representations**

You hereby represent and warrant that:

1. You are age eighteen (18) or older.
2. You have read this Agreement and thoroughly understand the terms contained.
3. You further represent that our website has the right to rely upon all information and may contact you by email, telephone or postal mail for any purpose regarding the use of this website

## **ENTIRE AGREEMENT:**

This Agreement sets forth the entire agreement between the parties. You acknowledge and agree that You have reviewed this Agreement in its entirety, and every part thereof, and that You understand the Agreement. You further acknowledge and agree that You have had the opportunity to review this Agreement and otherwise consult with Your independent counsel as to the Agreement.