

Terms & Conditions of Sale ("Conditions")

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 purchase. All such references to Products shall be ("Product"). "Customer", "I", "You" or "Your" refers to you. "Site" means this World Wide Website located at this URL www.SomaBiotix.com. SomaBiotix ("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 and does not require notification by SomaBiotix.

2. PAYMENT

2.1 All product purchases made from this website are required to be paid in full. For more information about our products, please visit www.SomaBiotix.com.

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

3. RETURNS, CANCELLATION AND REFUND POLICY

3.1 REFUND POLICY. You must call Customer Service at 1-888-495-7076 before any arrangements will be made to issue a refund. Shipping and handling fees are non-refundable.

3.2 RMA (Return Merchandise Authorization) numbers are required for all returns and are available upon request by calling customer service. RMA numbers will be issued within 2 business days. Products must be returned to Attention: SomaBiotix Returns, RMA#, C/O {your name}, P.O. Box 1392, Sandy, UT 84091-1392, in their original, unopened package within 30 days of shipment.

4. DISPUTE RESOLUTION

4.1 You expressly agree to submit in writing any objection regarding credit card charges to:

SomaBiotix Health Sciences,
1914 East 9400 South Set 116
Sandy, UT 84093
888-495-7076

Prilogen: 1-888-510-9909 (tel:1-888-510-9909)
Prilogen PM: 1-888-510-9929 (tel:1-888-510-9929)
support@prilogen.com
P.O. Box 1392
Sandy, UT 84091-1392

SomaBiotix Probiotic: 1-888-495-7076 (tel:1-888-495-7076)
SomaBiotix Digestive Enzyme: 1-888-486-2993 (tel:1-888-486-2993)
Support@SomaBiotix.com
P.O. Box 1392
Sandy, UT 84091-1392

4.2 SomaBiotix, in its sole discretion, shall determine the validity of Your objection and notify You of its decision. Should You disagree with the decision, You agree to mediate the dispute before litigation. 4.3 You will be held responsible for any losses

incurred as a result of Your failure to comply with any provision in this Agreement.

5. OFFER, ACKNOWLEDGMENT AND ACCEPTANCE

5.1 Any prices, quotations and descriptions made or referred to on this Site are subject to availability and may be withdrawn or revised at any time prior to our express acceptance of Your order (as described below).

5.2 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.

5.3 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 We dispatch Your order and accept Your credit card ("Acceptance").

5.6 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, licensor or supplier without Our express prior written consent.

6.3 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.

6.4 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.

6.5 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.

6.6 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 (and not by any other means unless we have given our prior agreement).

6.7 We will charge credit or debit cards prior to the dispatch of the Product or commencement of Services.

7. DELIVERY

7.1 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.

7.2 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.

7.3 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. REJECTION, DAMAGE OR LOSS IN TRANSIT

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

8.1.1 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.

8.1.2 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.

8.1.3 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.

9. LIABILITY LIMITATION

9.1 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.

9.2 SomaBiotix Health Sciences, in its sole discretion, shall not be liable for a chance occurrence or unavoidable or uncontrollable accident beyond either party's control that prevents our ability to fulfill obligations under the contract.

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

10.1 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.

10.2 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:

10.2.1 Products have been repaired or altered by persons other than the manufacturer, Us or any authorized dealer; and/or
10.2.2 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

10.2.3 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.

10.3 EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SECTION 11, 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.

11. CONSENTS, CUSTOMS DUTIES & EXPORT

11.1 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.

11.2 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.

11.3 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.

12. NOTICES

12.1 Any notice or other communications in relation to Our contract may be given by sending the same by hand delivery, pre-paid post, 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:

12.1.1 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);

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

12.1.3 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.

13. PERSONAL INFORMATION AND YOUR PRIVACY

13.1 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.

14. GENERAL

14.1 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.

14.2 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 labour 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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:

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

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

15. GOVERNING LAW

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