

## **Terms and Conditions of Use**

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

ATTENTION: This is a binding Agreement (the "Agreement") between You, the individual or entity accessing, using or purchasing Product from this Website ("you," "your" or "Customer") and Intellux ("we," "our" or "Company") the owner and administrator of this Website and all content contained herein (collectively, "Website").

### **IT IS STRONGLY RECOMMENDED THAT YOU REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING, USING OR BUYING ANY PRODUCT THROUGH THE WEBSITE**

#### **1. GENERAL**

These terms and conditions apply to ALL transactions made on or through this Website. This Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act. You manifest your agreement to the terms and conditions in this document by any act demonstrating your assent thereto, including clicking any button containing the words "I agree" 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.

By placing an order with us, you will be deemed to have read, understood, and agreed to these Terms and Conditions of Use (collectively, "Terms"). If you do not agree to be bound by these Terms, you may not access or use the Website, or purchase any Product(s) through the Website. By accessing, using or ordering Product(s) through the Website, you affirm that you have read this Agreement and understand, agree and consent to all Terms contained herein.

#### **2. IMPORTANT HEALTH INFORMATION**

The statements made on our websites have not been evaluated by the FDA (U.S. Food & Drug Administration). This product is not intended to diagnose, cure or prevent any disease. The information provided by this website, email, or this company is not a substitute for a face-to-face consultation with your health care professional and should not be construed as individual medical advice. If there is a change in your medical condition, please stop using our product immediately and consult your health care professional. You should not use the information on our website or email for diagnosis or treatment of any health problem or for prescription of any medication or other treatment. You should consult with a healthcare professional before starting any diet, exercise or supplementation program, before taking any medication, or if you have or suspect you might have a health problem. Do not use our supplements or weight management plans if you are pregnant, nursing, anorexic, bulimic, or under the age of 18. It is important to be aware of certain risks that have been associated with weight loss, including, but not limited to, diarrhea, constipation, loss of lean body mass, muscle cramps, fatigue, dry or cold skin, dizziness, hair loss, gout, headaches, irregular or stopping menstruation, and reduced tolerance to cold. Please remember that use of all weight management products should be in combination with a sensible diet that includes exercise and a calorie, carbohydrate, or fat restricted diet to achieve your goals.

#### **3. ORDER PROCESSING AND SHIPPING TIMES**

Your order will be processed and shipped within 1-3 business days from the date of order. Normal operating business hours are Monday through Friday 8 am - 5 pm PST (excluding holidays). For any products not in stock at the time of your order shipment will be processed immediately upon receiving and will be no additional charge for shipping. Shipping times will vary depending upon the selected shipping option.

#### **4. APO, FPO & PO BOX ADDRESSES**

Orders being shipped to APO, FPO or PO Box can incur additional shipping times. We estimate 5 to 7 business days for delivery once the order has been shipped; however, some destinations may take up to 21 days.

**All additional charges for duties or taxes that may apply are the responsibility of the customer.**

## 6. RETURNS/EXCHANGES

**Product Exchanges:** To return a product for an exchange due to shipping damage you will first need to obtain a Return Merchandise Authorization ("RMA") number. You must request your RMA number within 30 calendar days of receipt of your product. We will not authorize RMA numbers or accept exchanges if you do not request an RMA number within 30 calendar days of receipt of your product. You will be subjected to a \$9.95 re-stocking fee per bottle on returned products.

To obtain an RMA number you must contact customer service at (888) 908-1193 or [cs@intelluxsupplements.com](mailto:cs@intelluxsupplements.com). Your RMA number will be generated and emailed to you immediately (Please be sure to check your Spam folder.) You must return all products within 15 calendar days of receipt of your RMA number. We will not process any product returns not received within 15 calendar days from the issuance of your RMA number. We recommend that you return your product using a shipping service that provides a tracking number to ensure it is received by us on time. Please allow 10 business days to process your return. We will send you a confirmation email that we received your product and we will send you an email when your replacement product has been shipped to you.

**NOTE:** We reserve the right to fully inspect returned product for damage and it is in our sole discretion to determine if the product is in fact damaged. Damaged product is only eligible for exchanges or refunds.

**Product Returns:** To return products for a refund (less S&H) you must first request an RMA number. Refunds are only allowed on returned product that is unused and unopened. No exceptions. You must request your RMA number within 30 calendar days of receipt of your product. We will not authorize RMA numbers or accept returns for refund if you do not request an RMA number within 30 calendar days of receipt of your product. You will be subjected to a \$9.95 re-stocking fee per bottle on returned products.

To obtain an RMA number you must contact customer service at (888) 908-1193 or [cs@intelluxsupplements.com](mailto:cs@intelluxsupplements.com). Your RMA number will be generated and emailed to you immediately (Please be sure to check your Spam folder.) You must return all products within 15 calendar days of receipt of your RMA number. We will not process any product returns not received within 15 calendar days from the issuance of your RMA number. We recommend that you return your product using a shipping service that provides a tracking number to ensure it is received by us on time. Please allow 10 business days to process your return. We will send you a confirmation email that we received your product and we will send you an email when your refund has been issued.

### **Please Note:**

We will not process, accept, or exchange product marked "Return to Sender" or product that does not include your RMA number. Without an RMA number on your package, we will be unable to associate the returned product with your account.

To ensure that your account is correctly noted, you must send back product returns to the address provided below along with your RMA number written clearly above the address as exemplified below. Please be sure to write your RMA number legibly in order for us to properly apply it to your account. Returned Products must be sent to the following address:

RMA Number:  
Intellux  
P.O. Box 25380  
Santa Ana CA 92799

## **7. CUSTOMER SERVICE INFORMATION**

To contact our Customer Service Department, please email [cs@intelluxsupplements.com](mailto:cs@intelluxsupplements.com). Please allow 24 hours for our Customer Service Department to respond to your inquiry. Your inquiry will be processed in the order it was received. You may also contact Customer Service by calling (888) 908-1193.

## **8. BILLING ERRORS**

If you believe that you have been billed in error, please contact our Customer Service Department at [cs@intelluxsupplements.com](mailto:cs@intelluxsupplements.com) immediately. Please allow 24 hours for our Customer Service Department to respond to your inquiry. Your inquiry will be processed in the order it was received. If we do not hear from you within 30 days after such billing error first appears on any account statement, the billing will be deemed accepted by you for all purposes, including resolution of inquiries made by your credit card issuer. You are deemed to have released Company from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to Company within 30 days of its appearance on your credit card account statement.

## **9. OUR REPRESENTATIONS; PRODUCT DESCRIPTIONS**

It is our Company mission to provide our customers with the finest products available. We want you to have the most accurate information concerning the product. The information we communicate to you about the product and/or its efficacy is obtained from manufacturers, independent third parties such as educational institutions, scientific news articles and agencies, nutritional specialists, scientific reports and researchers ("Information Sources"). We do not warrant or represent that Information Sources are not error-free, nor do we warrant any Information Source or the methods that they use to arrive at their conclusions. All product specifications, performance data and other information on our Websites are for informational and illustrative purposes only, and do not constitute a guarantee or representation that the product will conform to such specifications or performance data. We do not guarantee that you will have any specific or particular result or benefit from the product, or that your experience will match those of others who use the product.

## **10. YOUR REPRESENTATIONS**

You represent that you are at least 18 years of age and that you will not permit a person under 18 to order, or use, any product. You represent that the information provided by you when placing your order is up-to-date, materially accurate and sufficient for us to fulfill your order in a timely and efficient manner. You are responsible for maintaining and promptly updating your account information with us and keeping such information (and any passwords given to you for the purposes of accessing the Website and/or purchasing products) secure against unauthorized access. Unless agreed otherwise or required by applicable law, any warranties provided in relation to the product only extend to you on the understanding that you are the end user and not a reseller of any product. We do not authorize you to resell, redistribute or export any product that you order from the Website. You agree to pay for the product and we specify any taxes, shipping or handling of product as such costs on the Website when you submit your purchase order. Payment shall be made prior to delivery of the product and by such methods as indicated on the Website (and not by any other means unless we have given our prior consent to such alternative payment methods).

## **11. LIABILITY LIMITATION**

TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT COMPANY WAS AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, 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. FURTHER, UNDER NO CIRCUMSTANCES

SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER. THE PRODUCTS ARE SOLD AND DELIVERED TO YOU "AS IS" WITH NO WARRANTY WHATSOEVER. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SECTION, 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.

## **12. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Company, its officers, directors, members, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation, legal and accounting fees, for all damages directly, indirectly, and/ or consequentially resulting or allegedly resulting from your misuse of the Website, or your breach of any of these terms and conditions of this Agreement. We 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 we do not hear from you promptly, we reserve the right to defend such claim or suit and seek full compensation from you.

## **13. NOTICES**

Any notice or other communications arising in relation to this Agreement shall be given by sending an e-mail to the latest email address that one party has notified in writing to the other. In the case of sending notices to you, Company will use the email address you provided to Company when you ordered your product. Such notices or communications (where properly addressed) shall be considered received 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 forty-eight (48) hours after transmission, provided that the sender has not received notification of unsuccessful transmission.

## **14. TERMINATION**

We reserve the right to terminate your access to or use of this Website and/or your subscription to the product should we believe that you have violated any of the terms of this Agreement or if we believe you have sought, in bad faith, charge backs, credit backs, cash back points, product returns, discounts or any other conduct designed to injure, harass or disrupt this Website or the Company's business operations.

## **15. FRAUD**

We reserve the right, but undertake no obligation, to actively report and prosecute actual and suspected credit card fraud. We may, in our discretion, require further authorization from you such as a telephone confirmation of your order and other information. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected. We capture certain information during the order process, including time, date, IP address, and other information that will be used to locate and identify individuals committing fraud. If any Website order is suspected to be fraudulent, we reserve the right, but undertake no obligation, to submit all records, with or without a subpoena, to all law enforcement agencies and to the credit card company for fraud investigation. We reserve the right to cooperate with authorities to prosecute offenders to the fullest extent of the law.

## **16. SALES TAX**

If you purchase any products available on our Website, you will be responsible for paying any sales tax indicated on the Website.

## **17. INTELLECTUAL PROPERTY RIGHTS**

The Website, its content and compilation of content is owned by Company or its affiliates or agents and is protected by United States Copyright Act of 1976, as amended, and the copyright laws of other countries. All

content, logos, designs and icons, unless noted otherwise, are proprietary to Company or its affiliates or agents. The materials provided in this service, including graphic images, buttons, and text, may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without the prior written permission, except that you may download, display, or print one copy of the materials on a single computer solely for your personal, non-commercial, home use, provided that you keep intact all copyright, trademark, and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of Company, its affiliates' or its third party information providers' copyrights and other proprietary rights.

#### **18. MISCELLANEOUS**

**Attorneys' Fees.** In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce the terms and conditions of this Agreement, or relating in any way to this Agreement, including without limitation asserted breaches of representations and warranties, the prevailing party in any such action or proceeding shall be entitled to recover, in addition to all other available relief, its reasonable attorney's fees and costs incurred in connection therewith, including attorneys' fees incurred on appeal.

**No Waiver.** No waiver of or by Company shall be deemed a waiver of any subsequent default of the same provision of this Agreement.

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

**Modifications.** Company 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. Company does not and will not assume any obligation to provide you with notice of any change to this document and you acknowledge and agree to same. Unless accepted by Company in writing, you may not amend these terms and conditions in any way.

**Entire 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 product, and supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matters. If you have any questions about this Agreement, please call our Customer Service Department.

Thank you! We hope you enjoy your shopping experience!

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