

# Terms & Conditions of Sale ("Conditions")

## REGARDING THE OFFER:

### 1. OFFER AND BILLING

**1.1** Your 30-day money-back guarantee period begins upon delivery. All fees are paid up front upon your initial order. Additionally, you will be automatically enrolled in the continuity plan, you will be billed accordingly to replenish your supply and every month thereafter for your monthly subscription, unless cancelled by you.

**1.2** You authorize RightSize Health & Nutrition to initiate debit/credit entries to your bank deposit account or credit card as indicated upon sign-up and/or enrollment. This authorization is to remain in full force and is effective until you cancel your subscription.

**1.3** If your payment is not submitted, either by credit card or check within 30 days of the due date, your RightSize subscription will be suspended. If you wish to cancel and avoid getting billed, you must call us toll-free at 1-888-217-5259. You expressly agree to subscription billing upon your initial order. You agree to honor all charges and fees due in association with this order and any continuity.

### 2. RETURNS AND CANCELLATION POLICY

**2.1** You may cancel your order at any time by calling Customer Service at 1-888-217-5259. There is a 30-day money-back guarantee on all orders.

**2.2** To cancel your subscription and avoid delayed billing, you must call Customer Service for an RMA number and shipping address at 1-888-217-5259. You may keep your blender bottle and/or any free gifts with our compliments. Cancelling your order will automatically cancel automatic shipments if you enrolled in this program. Customer is responsible for return shipping fees. If an RMA is not obtained within the trial period, we will assume that you are satisfied with the product.

**2.3** Limit of one trial offer and one money-back guarantee per household per year.  
All shipping and handling fees are non-refundable.

**2.4** You explicitly agree to the following statement: "I UNDERSTAND THAT I MAY BE LIABLE FOR PAYMENT OF FUTURE GOODS AND SERVICES IF I HAVE SELECTED THE SUBSCRIPTION OPTION UNDER THE TERMS OF THIS AGREEMENT IF I FAIL TO NOTIFY THE SUPPLIER NOT TO SUPPLY THE GOODS OR SERVICES DESCRIBED."

**2.5** An order submitted by you constitutes an offer by you to us, to purchase the RightSize trial on these conditions and is subject to our subsequent acceptance.

## REGARDING ALL OTHER PURCHASES:

### 3. DISPUTE RESOLUTION

**3.1** You agree that any disputed fee will not be charged back to your credit card issuer. You expressly agree to submit in writing any objection regarding fees to RightSize.

**3.2** You agree to indemnify RightSize Health & Nutrition for any financial harm or any losses caused by your objections to fees that do 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.

**3.3** 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 RightSize Health & Nutrition to initiate debit/credit entries to my bank deposit account or credit card."

#### **4. OFFER, ACKNOWLEDGMENT AND ACCEPTANCE**

**4.1** Any prices, quotations and descriptions made or referred to are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express acceptance of your order (as described below).

**4.2** While we make every effort to ensure that items 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.

**4.3** 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").

**4.4** 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.

#### **5. YOUR REPRESENTATIONS**

**5.1** 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.