

Terms and Conditions

HCG Warrior Terms and Conditions

This is a binding agreement between You, the person or entity agreeing to the terms contained in this document (“You”, “Your” or “Customer”), and Our “Company” the owner and administrator of this Web site and all content and functionality contained herein. **IT IS STRONGLY RECOMMENDED THAT YOU REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING, USING OR BUYING ANY PRODUCT THROUGH THE WEB SITE.**

1. INTRODUCTION.

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” or this “Agreement”), govern Your use of and access to this Web site and any and all of its sub-pages (collectively, the “Web site”). 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” or similar syntax, or by merely accessing the Web site, whether you have read these terms or not. It is suggested that you print this form for your personal records.

We reserve the right to revise, amend, or modify this policy and our other policies and agreements related to the Web site at any time and in any manner, without prior notice to you. Accordingly, you should periodically check this page for any modifications of these Terms. If you do not agree to be bound by these Terms, You

may not enter access or use the Web site, or purchase any products through this Web site, and you should exit the Web site immediately. By accessing, using or ordering products through the Web site, You affirm that you have read this Agreement and understand, agree and consent to all Terms contained herein. You further agree not to use or access Web site if doing so would violate the laws of your state, province or country.

2. ORDERING PRODUCTS THROUGH THE WEB SITE – POLICIES.

Product Questions and Support: admin@hcgwarrior.com

Refunds: We want you to be satisfied with Our Products and Our services; therefore, if you are ever not satisfied with any Product that you ordered, you may call Our Customer Service Department and request a refund.

Our refund policy is as follows:

In order to process your refund, you must supply us with your name, telephone number and delivery address. If you provide us with insufficient or incorrect information, your refund will be delayed. Depending on the bank that issues the credit card you used, your refund can take up to thirty (30) days to appear on your credit card statement. If you have any questions about whether a refund has been issued by us, please call Our Customer Service Department.

Modifications. We reserve the right to modify the prices charged

for the Products, or to add or remove any Products, from the Web site at any time without prior notice to you. Price quotes provided to you prior to any price modification shall be honored.

Billing Errors. If you believe that you have been erroneously billed, please notify Our Customer Service Department immediately of such error. If we do not hear from you within thirty (30) days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us within thirty (30) days of its publication.

3. REPRESENTATIONS – DISCLAIMERS.

It is our intention to provide you with the finest products available, and we believe in the efficacy of every Product we sell. Individual results will vary, and are dependent on factors. We make every attempt to provide you with accurate information about Our Products. You understand and agree that the information we convey about our 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”). We do not warrant or represent that such information is error-free, and we do 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 Web site 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. We do 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.

4. OWNERSHIP – INTELLECTUAL PROPERTY.

The Web site, and all images and content at the Web site (collectively, “Materials”), are the sole and exclusive property of ours or its licensors. No license or ownership rights in or to any of the Materials are conveyed to you by virtue of this Agreement or by your purchase of any Product from the Web site. The Materials are protected by the copyright and trademark laws of the United States. Unless otherwise permitted by law, none of the Materials may be reproduced by you without our prior written permission.

5. YOUR REPRESENTATIONS.

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

6. RESTRICTIONS.

Without the express prior written authorization of ours, You may not: Duplicate the Web site (except as expressly provided elsewhere in this Agreement or as permitted by law); Create derivative works based on the Web site or any of the Materials; Remove any copyright or other proprietary notices from the Web site or any of the Materials contained therein; Frame or utilize any framing techniques in connection with the Web site or any of the Materials; Use any meta-tags or any other “hidden text” using the Web site’s name or marks; “Deep-link” to any page of the Web site; Circumvent any encryption or other security tools used anywhere on the Web site (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 Web site); Use any data mining, bots, or similar data gathering and extraction tools on the Web site; Use any device, software or routine to bypass any operational element or to interfere, or attempt to interfere, with the proper working of the Web site, server or activities conducted therein; or, Take any action that imposes an unreasonable or disproportionately large load on the Web site or its network infrastructure.

7. TERMINATION.

This Agreement shall remain in force as long as you access the Web site, use any functions or features of the Web site, or order anything from the Web site. We reserve the right to terminate this Agreement without notice and/or refuse to sell to anyone who We believe, in Our sole discretion, (i) has violated any of the terms of

this Agreement, (ii) is abusing the Products or the services we provide, 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.

8. LIMITATION OF LIABILITY – NO WARRANTIES.

In no event shall company or its officers, directors, employees or subcontractors 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 or otherwise, for any claim, cause of action, fee, expense, cost or loss (collectively, "Claims") arising from or related to this Agreement, the Products, or Customer's use of the Web site or any Product. Except as otherwise specifically stated in this Agreement, the Web site and all Products and services provided to you are provided "as is", without any warranty whatsoever. You agree that company's 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 company in the one (1) month period immediately preceding the incident on which Your Claim is based. This limitation of liability shall apply for all Claims, regardless of whether company 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 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. The HCG Warrior product contained on this website does not contain human chorionic gonadotropin (HCG) and is a hormone-free substance.

9. INDEMNIFICATION.

You agree to defend, indemnify, and hold harmless company, its officers, directors, 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 improper use or misuse of the Products you purchased, included any contraindications of the Product with prescriptions medications or over-the-counter drugs or medicines, misuse or inability to use the Web site, 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 recompense from you.

10. NOTICE.

Any notice required to be given under this Agreement to you may be provided to you by postal mail or by e-mail. If notice is sent by e-mail, such notice shall be sent to the last known e-mail address that you provided to us, and shall be deemed delivered once sent.

11. FORCE MAJEURE.

We 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 the company performance.

12. MISCELLANEOUS.

Governing Law. This Agreement and all matters arising out of, or otherwise relating to, this Agreement shall be governed exclusively by the laws of the Costa Rica, excluding its conflict of law provisions. Venue for any matter arising from or related to this Agreement shall exist solely and exclusively in San Jose Costa Rica, and the parties hereby submit to the personal jurisdiction of the state and federal courts sitting in Costa Rica for such purpose.

Rights to Injunctive Relief.

Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any

such breach, in addition to seeking all other remedies available at law or in equity.

Assignment.

The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.

Severability.

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

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 attorney's 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. 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 constitute the entire agreement between the parties with respect to Your access and use of the Web site 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.

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 Web site. Your continued use of the Web site 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. Unless accepted by company in writing, these terms and conditions may not be amended by you.

We will not sell, share, or rent your email address or any other personal information on this site.

Copyrighted Content Usage Policy & Permission Requests

Our goal for HCG Warrior is to provide consumers with accurate, up-to-date information on nutritional supplements. If you are interested in requesting permission to use any copyrighted content

of this Web site to advance that same mission for non-profit purposes, please read and follow the guidelines listed below. Thank you for your cooperation.

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