

## TERMS AND CONDITIONS

This Terms and Conditions Agreement sets forth the Agreement between FitCube Nutrition and each user ("you" or "user" or "customer") governing the use by you of this site. Please read this Agreement carefully before using this site. By using this site, you signify your assent to this Terms and Conditions Agreement. If you do not agree to the terms and conditions contained in this Terms and Conditions Agreement, you may not access or otherwise use this site. This Agreement applies to any transaction or relationship between the parties, including those related to the use of this website and/or the purchase and sale of merchandise through this website or from FitCube Nutrition by other means, including email, telephone, fax, live chat communication, and postings to the ProbioticPack.com message boards. Please also read our Shipping and Ordering Policy and International Shipping and Ordering Policy pages for further policies on Shipping and Handling, Payment Methods, the Ordering Process, our Return Policy, and more. These pages also govern the use by you of this site, and by using, accessing or ordering from this site you indicate your acceptance of all terms contained therein. Please also read our Privacy and Security Policy Agreement page. This page also governs the use by you of this site, and by using, accessing or ordering from this site you indicate your acceptance of all terms contained therein. Order Acceptance By placing your order on our website, you authorize us to charge your credit card for the amount calculated during your order, or as modified by us for the reasons stated below, or modified as a result of your personal request. Please note that there may be certain orders that we are unable to accept, either in full or in part, and must cancel or modify. We reserve the right, at our sole discretion, to refuse, cancel or modify any order for any reason. Some situations that may result in your order being canceled or modified include limitations on quantities available for purchase; inaccuracies or errors in product or pricing information; product or ingredient restrictions mandated by local, state, national or international regulations; address inaccuracies; or problems identified by our credit and fraud avoidance group. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled by us after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge. Customs FitCube Nutrition, strictly follows all international regulations regarding export to other countries. A variety of customs fees, taxes, and duties may be charged on orders sent outside of the United States, which are out of our control. Customer agrees that they are responsible for any charges incurred to obtain possession of package. Customer is advised to determine any and all fees and taxes that may be imposed to import products offered at FitCube Nutrition and agrees to be fully responsible for such fees and taxes. If a customer fails to claim a package due to refusal to pay customs fees, we will not issue a refund even if the goods are returned to us. By the time we did receive the goods, they would have been exposed to unknown elements and would be unsellable and have to be destroyed. This is one of the reasons for our policy to NOT accept any returns or issue any refunds for international orders. FitCube Nutrition strictly follows all known national and international regulations regarding the sale, purchase and shipment of any product or product ingredient that is considered restricted or prohibited by any law within the United States or abroad. Prices & Currency The prices displayed on this website are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, unless otherwise stated, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order. International shipment rates vary based on total package weight and

final destination. All pricing does not include duties, tariffs, or value-added taxes. If assessed, these charges are the responsibility of the package recipient, who will be billed for them by the local Customs office.

**Medical Disclaimer** The products, information, services and other content provided on and through this site, including without limitation any products, information, services and other content provided on any Linked Site, are provided for informational purposes only to facilitate discussions with your physician or other healthcare professional (collectively, "Healthcare Professional") regarding treatment options. The information provided on this site and Linked Sites, including without limitation information relating to medical and health conditions, products and treatments, is often provided in summary or aggregate form. It is not intended as a substitute for advice from your Healthcare Professional, or any information contained on or in any product label or packaging. Information and statements on this website regarding dietary supplements have not been evaluated by the Food and Drug Administration, and are not intended to diagnose, treat, cure, or prevent any disease or health condition. You should not use the information or services on this site, or via other communication with FitCube Nutrition for diagnosis or treatment of any health issue or for prescription of any medication or other treatment. When you receive an item, carefully read all information provided including labels, warnings, and directions before use. Actual product packaging and materials may contain more and/or different information than shown on this website. You should always speak with your Healthcare Professional before using any medication or nutritional, herbal or homeopathic product, before starting any diet or exercise program or before adopting any treatment for a health problem. Each person is different, and the way you react to a particular product may be significantly different from the way other people react to such product. You should also consult your physician or healthcare professional regarding any interactions between any medication you're currently taking and nutritional supplements. FitCube Nutrition is not responsible for any product or service sold on or through this site or any claims of quality or performance made on or through this site, including any claims of quality or performance made on or through any site to which this site links (each a "Linked Site"). You are advised that other sites on the internet, including without limitation Linked Sites, might contain material or information that some people may find offensive or inappropriate; or that is inaccurate, untrue, misleading or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. FitCube Nutrition expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any Linked Site.

**Copyright and Trademarks** All website design, text, graphics, sound, software and other content, and the selection and arrangement thereof, are the property of FitCube Nutrition or its licensors, and are protected by United States and international copyright law. All rights to such materials are reserved to their respective copyright owners. Permission is granted to electronically copy and to print in hard copy portions of this website for the sole purpose of placing an order with FitCube Nutrition. Any other use of materials on this site, including without limitation reproduction for purposes other than noted above, modification, distribution, replication, commercial or other exploitation, or creation of derivative works, without the prior written permission of FitCube Nutrition, is strictly prohibited. FitCube Nutrition, and all logos, page headers, custom graphics and icons are service marks and/or trademarks of FitCube Nutrition or its licensors or affiliates. All other trademarks, service marks, product names and company names or logos that appear on this site are the property of their respective owners.

**No Warranty - Disclaimer** FitCube Nutrition, is providing this site and its contents on an "as is" basis. FitCube Nutrition, and its officers, directors, employees, agents, licensors, suppliers, content providers and the like (together, "affiliates") make no representations or warranties of any kind, express or implied, with respect to this site or its

contents, including without limitation the products, information or services offered or sold on or through this site or any Linked Site and the uninterrupted and error-free use of this site. FitCube Nutrition, and its affiliates expressly disclaim all such representations and warranties, including without limitation all warranties of merchantability, accuracy, timeliness, completeness, fitness for a particular purpose and non-infringement. FitCube Nutrition and its affiliates do not warrant that the site or files available on the site will be free from corrupted data, computer viruses or similar destructive or contaminating code. No oral or written statements by FitCube Nutrition, or its affiliates will create any warranty not expressly set forth herein. Your use of this site and any Linked Site is at your sole risk.

**Usage** You agree to maintain the security of your account on the site, including the security of your password and other confidential information relating to the use of the site and your account on the site. You agree to be responsible for all charges resulting from the use of your account on the site, including charges resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying FitCube Nutrition. You agree to use this site only for lawful purposes, and that you are responsible for your use of and communications on the site. You agree not to post on or transmit through this site any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including without limitation any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use this site in any manner that interferes with its normal operation or with any other user's use and enjoyment of the site. You agree not to reproduce, modify, distribute, replicate, commercially exploit or create derivative works of any portion of the site or material thereon. You further agree that you will not access our website by any means except through the interface provided by FitCube Nutrition. for access to the site. You agree that you will not access this site from any territory where its contents are illegal, and that you, and not FitCube Nutrition, and its affiliates, are responsible for compliance with applicable local laws. These terms are effective unless and until terminated by either you or FitCube Nutrition. You may terminate this Agreement at any time, provided that you discontinue any further use of this Site. FitCube Nutrition also may terminate or suspend this Agreement, at any time, without notice, and accordingly deny you access to the site, if in FitCube Nutrition sole discretion you fail to comply with any term or provision of this Agreement or your use is harmful to the interests of another user or FitCube Nutrition or its affiliates. Upon any termination of the Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this site, as well as all copies of such materials, whether made under the terms of use or otherwise. You agree that FitCube Nutrition. may terminate or suspend your access to all or part of this site, without notice, for any conduct that FitCube Nutrition , in its sole discretion, believes is in violation of these Terms of Use or any applicable law or is harmful to the interests of another user, FitCube Nutrition or its affiliates.

**Limitation of Liability** FITCUBE NUTRITION AND ITS AFFILIATES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THIS SITE, INCLUDING WITHOUT LIMITATION ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION, (II) AS A RESELLER OF ANY PRODUCTS OR SERVICES, (III) FOR ANY DEFECTIVE PRODUCTS, (IV) FOR ANY INCORRECT OR INACCURATE INFORMATION, (V) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (VI) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, OR (VII) FOR ANY OTHER MATTER RELATING TO THIS SITE OR ANY LINKED SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING

WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE USER ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ENERGETIC NUTRITION, INC. AND THE USER. THE PRODUCTS, INFORMATION AND SERVICES OFFERED ON AND THROUGH THIS SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. BECAUSE THE LAWS OF SOME STATES MAY NOT ALLOW FOR THE EXCLUSION OF CERTAIN DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. Notwithstanding the foregoing, the sole and entire maximum liability of FitCube Nutrition. and its affiliates for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product, information or service purchased by you from FitCube Nutrition, on this site. You agree to indemnify, defend and hold harmless FitCube Nutrition . and its affiliates against all claims, demands, causes of action, losses, expenses, damages and costs, including without limitation any reasonable attorneys' fees, resulting or arising from or relating to your use of or conduct on the site, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the site, your violation of these Terms of Use, your infringement or violation of any rights of another, or termination of your access to this site. Applicable Law; Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law rules. Each user agrees to submit to personal jurisdiction in the State of California and further agrees that any cause of action arising from or relating to the use of this site or this Agreement shall be brought exclusively in Federal or State Courts Los Angeles County, California USA. Severability; Interpretation If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in this Agreement, the term "including" shall be deemed to be followed by the words "without limitation." Entire Agreement This Agreement constitutes the entire and only Agreement between FitCube Nutrition, and each user of this site with respect to the subject matter of this Agreement and supercedes any and all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement. You agree to review this Agreement prior to your use of this site and your use of this site shall be deemed acceptance of and assent to this Agreement by you. Changes to Terms and Conditions Agreement FitCube Nutrition may, in its sole discretion, amend this Terms and Conditions Agreement from time to time. Please check this Agreement area periodically for changes. Use of this website after any modification implies that you consent to this Agreement as modified. Miscellaneous The failure of FitCube Nutrition or its affiliates to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement. You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of this site or this Agreement must be filed within one (1) year after such claim or cause of action arose, or will be forever barred. The "No Warranty - Disclaimer" and "Limitation of Liability" provisions of this Agreement are for the benefit of FitCube Nutrition and its affiliates as defined herein, and each of these individuals or entities shall have the right to assert and enforce these

provisions directly against you on its own behalf. With the prior agreement of FitCube Nutrition., any claim, dispute or controversy arising or concerning this site and/or this Agreement shall be decided by binding arbitration with the Rules of the American Arbitration Association and any such arbitration pro brought and held in Los Angeles County, California USA. The decisions of the arbitrators shall be conclusive upon all parties involved and judgment upon any award of the arbitrator by any court having competent jurisdiction. This provision shall be specifically enforced by a court of competent jurisdiction. If you have additional questions about or Terms and Conditions Agreement, or would like further information on this topic, please feel free to Contact us.