

# TERMS & CONDITIONS

The use of this application and/or site or any other site owned or maintained by **INNOV8TIVE NUTRITION, INC.** and existing under the laws of Texas (“Company”), is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

## Privacy & Security Disclosure

Company's privacy policy may be viewed at [www.innov8tivenutrition.com](http://www.innov8tivenutrition.com). Company reserves the right to modify its privacy policy in its reasonable discretion from time to time.

## Payment Methods

We accept U.S. issued credit and debit cards:

- Visa
- MasterCard
- American Express
- Discover
- Sezzle

When placing an order online, you will need:

- The address the card's statement is sent to (billing address).
- The card number and expiration date.
- The 3- or 4-digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our TLS 1.3 encrypted connection. The same credit card may be used only three (3) times in one processing day.

You are entering into a legally binding agreement with Innov8tive Nutrition, Inc., a Texas corporation located at 901 Sam Rayburn, Melissa, TX 75494. The official website for Innov8tive Nutrition, Inc. and its affiliates is: [www.innov8tivenutrition.com](http://www.innov8tivenutrition.com). Innov8tive Nutrition, Inc. has the registered address of:

Innov8tive Nutrition, Inc.  
901 Sam Rayburn  
Melissa, Texas 75494  
972.439.1750  
[support@innov8tivenutrition.com](mailto:support@innov8tivenutrition.com)

## Shipping Policy

All orders are processed within 2-3 business days. Orders are not shipped or delivered on

weekends or holidays. If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

## **Shipping rates & delivery estimates**

Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.

## **Damages**

Innov8tive Nutrition is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

## **Refund Policy**

You may request a refund of any amounts charged by contacting customer service at [support@innov8tivenutrition.com](mailto:support@innov8tivenutrition.com). If for any reason you are not completely satisfied with any Innov8tive Nutrition products purchased directly from Innov8tive Nutrition via our website, you may request a refund within 30 days from the date of purchase for a full refund or exchange. Refunds and exchanges will be made to the credit card with which the product was purchased. You will need the following to make your request for refund:

- Proof of Purchase
- Unused portion of the product or empty product containers

Your refund includes only the cost of the product. It does not include the costs of shipping.

## **Return Policy**

Before any product is returned to Innov8tive Nutrition, the promoter or customer must contact customer support to obtain a *Return Merchandise Authorization* ("RMA") number. Any package received without this information on the outside of the box may be refused, and may result in a refund not issuing.

## **Smart Ship Cancellation**

You can modify or cancel your Smart Ship order at any time at [Innov8tivenutrition.com](http://Innov8tivenutrition.com). By selecting the "smart ship" option on the website, you are giving Innov8tive Nutrition authorization to enroll you in the automatic shipping program. Innov8tive Nutrition will ship your products directly to you. You are also authorizing Innov8tive Nutrition to charge your credit card for the products

you have ordered on a monthly basis. You may cancel at any time without obligation and without penalty by emailing [support@innov8tivenutrition.com](mailto:support@innov8tivenutrition.com) or canceling the order on the [Innov8tivenutrition.com](http://Innov8tivenutrition.com) portal. All smart ship cancellations must be performed or delivered to Innov8tive Nutrition within 3 business days of the next shipment to guarantee cancellation of that shipment.

## **Promoter Annual Fee**

Innov8tive will charge your card for the annual membership fee each year on the anniversary of your enrollment. In order to cancel your membership or modify the payment method for your annual membership fee, please contact [support@innov8tive.com](mailto:support@innov8tive.com).

## **Third Party Interactions**

During use of the Company Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Company shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. Company does not endorse any sites on the Internet that are linked through its Website. Company provides these links to you only as a matter of convenience, and in no event shall Company be responsible for any content, products, or other materials on or available from such sites. Company provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

## **Order Disclaimer**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Company reserves the right to accept or deny shipment to anyone for any reason. Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Company reserves the right to cancel the order, notify the card holder and the proper authorities.

## **FTC Disclosures**

As a participant in the Innov8tive Nutrition, Inc. program, all promoters will be required to acknowledge the FTC disclosure for participation in the program.

## **Product Disclaimers / Disclaimers of Warranty**

COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE

RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITE OR COMPANY'S PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRDPARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY.

### **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

### **Notice**

Company may give notice by means of a general notice on the [www.innov8tivenutrition.com](http://www.innov8tivenutrition.com) website, electronic mail to your e-mail address on record in Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to Company (such notice shall be deemed given when received by Company) at any time by letter delivered by nationally recognized

overnight delivery service or first class postage prepaid mail to Company at the following address: 901 Sam Rayburn HWY, Melissa, Texas 75454 in either case, addressed to the attention of: Legal Department.

## **Modification to Terms**

Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the [www.innov8tivenutrition.com](http://www.innov8tivenutrition.com) website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## **General**

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of this Website. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **Definitions**

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the [Innov8tivenutrition.com](http://Innov8tivenutrition.com) Web Site, and any materials available on the Company Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Company from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; "Order Form(s)" means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Company" means collectively Innov8tive Nutrition, Inc., a corporation organized and existing under the laws of the State of Texas

doing business as “Innov8tivenutrition.com” and having an office at, 901 Sam Rayburn Hwy, Melissa, TX 75454, together with its officers, directors, shareholders, employees, agents and affiliated companies.

## **Questions or Additional Information**

If you have questions regarding this information or wish to obtain additional information, please send an e-mail to [support@innov8tivenutrition.com](mailto:support@innov8tivenutrition.com).