

TERMS AND CONDITIONS

Updated on March 20, 2017

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. By using this website, including purchasing products from this website, or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these Terms & Conditions. If you do not agree to these terms of use, you may not use this website.

You agree that by using this website, you are at least 18 years of age, or visiting under the supervision of a parent or guardian, and legally able to enter into a contract.

It is your responsibility to review these Terms and Conditions periodically. We reserve the right to revise these Terms and Conditions at any time without notice to you. If you do not agree to these terms and conditions, please do not use this site.

Website

We grant you a limited license to access and use this website for your personal use, and to copy, distribute, and transmit the content of this website only to the extent that such copying, distribution, and transmission is automatically done through your browser software incidentally to using the website for your personal use. This license does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, or descriptions; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or data gathering and extraction tools.

Except as permitted above, this website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of BioHackers Inc. You may not use any metatags or any other "hidden text" utilizing BioHackers Inc's name or trademarks without the express written consent of BioHackers Inc. Any unauthorized use terminates the permission or license granted by BioHackers Inc. We reserve the right to change any information, features and functions of this website without prior notice. We may refuse service, terminate accounts and/or deny access to any or all parts of this website if you engage in any conduct or activities that we determine, in our sole discretion, violate this Agreement, our rights or the rights of any third party. Use of the site for any illegal or unauthorized purpose is strictly prohibited.

No Unlawful or Prohibited Use

As a condition of your use of this website, you warrant to us that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other party's use and enjoyment of this website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this website.

No Medical Advice

The information contained on this website, or provided at your request, is provided for informational purposes only. While we may offer some products on this website that are classified as food, beverage, or dietary supplements products regulated by the Food and Drug Administration, we do not market or sell such products for the purposes of diagnosing, treating, curing or preventing any disease. We do not recommend any particular form of medical treatment or that persons manage their own health problems without the advice of a licensed health care practitioner. Information found or received through this website should not be used in place of a visit with, call to, consultation or advice from a health care provider. If you suspect you have a medical problem, or should you have any health care related questions, please promptly call or see your health care practitioner.

Products and Services

The products and services made available on this website are intended for personal use only. You may not assign, transfer, re-market, resell or otherwise dispose of, such products and services without obtaining BioHackers Inc's prior written consent. BioHackers Inc and its suppliers may cancel or modify purchases on the website if it appears that they are the result of fraudulent or inappropriate activity or under other circumstances where it appears that the purchase contains or has resulted from a mistake or error. Other terms and conditions included on this website, including return and shipping policies, may apply to your purchase and are incorporated by reference herein. We may revise and discontinue products at any time. We reserve the right to limit order quantity at any time without notice. Prices and promotions are subject to change without notice.

Billing and Payment

Terms of payment are within our sole discretion, and unless otherwise agreed to by us, payment must be received by us prior to our acceptance of an order. Payment for the products will be made through a prearranged payment method unless credit terms have been agreed to by us. Invoices are due and payable

within the time period noted on the reverse side of the invoice, measured from the date of the invoice. We may invoice parts of an order separately. Orders are not binding upon us, until accepted by us. We reserve the right to refuse and refund any order or part of any order placed on this web site. Any quotations given by us will be valid for the period stated on the quotation. You agree to pay interest on all past-due sums at the highest rate allowed by law.

Shipping

Separate charges for shipping and handling will be shown on our invoice(s). Unless you provide us with a valid and correct tax exemption certificate applicable to the product ship-to location prior to our acceptance of the order, you are responsible for sales and all other taxes associated with the order, however designated, except for our franchise taxes and taxes on our net income. If applicable, a separate charge for taxes will be shown on our invoice.

Title: Risk of Loss

Title to products passes from us to you on shipment from our facility. Loss or damage that occurs during shipping by a carrier selected by us is our responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. Title to software will remain with the applicable licensor(s).

Return Policies

Products that are purchased directly from this web site by an end-user may be returned by you within thirty (30) days of the date of purchase for a full refund less shipping and handling. Only one opened package of any product is eligible for return. All others of the same product must be in a factory sealed container for refund. DVDs that have been opened cannot be returned.

Accounts

Some services on the website permit or require you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "Registration Data"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us at support@biohackhumans.com of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any site.

We may suspend or terminate your account and your ability to use the website or portion thereof for failure to comply with these terms of use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.

Forums / Blog / Social Media

“Forum” means an area, site or feature offered as part of this website that offers the opportunity for users to post content for viewing by one or more website users, including a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, e-mail function (including electronic greeting cards and send-a-friend e-mails). Additionally, “Forum” includes any other website page created by BioHackers Inc on one or more social media pages, including, but not limited to Facebook, Twitter, and Pinterest. You acknowledge that Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any content posted to a public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You agree to use the Forums only to post, send and receive messages and material that are proper and related to a particular forum. By way of example, and not as a limitation, you agree that when using a forum, you will not:

- ✚ Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- ✚ Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- ✚ Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- ✚ Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer.
- ✚ Advertise or offer to sell or buy any goods or services for any business purpose, unless such forum specifically allows such messages.
- ✚ Conduct or forward surveys, contests, pyramid schemes or chain letters.
- ✚ Download any file posted by another user of a forum that you know, or reasonably should know, cannot be legally distributed in such manner.
- ✚ Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

- ✚ Restrict or inhibit any other user from using and enjoying a forum.
- ✚ Violate any code of conduct or other guidelines which may be applicable for any particular forum.
- ✚ Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- ✚ Violate any applicable laws or regulations.
- ✚ You are and shall remain solely responsible for the content you post on or through the website under your username or otherwise by you in any forum and for the consequences of submitting and posting same.

We have no duty to monitor any forum, although we reserve the right to review material posted to a Forum and to remove any materials in our sole discretion. BioHackers Inc markets and sells various food, beverage and dietary supplement products. These products are not intended to diagnose, treat, cure, or prevent any disease. BioHackers Inc and the administrators of this website and any forum on this website reserve the right to remove, edit, move or close any content item for any reason, including, but not limited to, comments that are in violation of the laws and regulations formed and issued pursuant to the Federal Food, Drug and Cosmetic Act.

We reserve the right to terminate your access to any or all forums at any time without notice for any reason whatsoever. We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to content you post on this website.

Also, you should be skeptical about information provided by others, and you acknowledge that the use of any content posted on any forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any forum and we specifically disclaim any and all liability in connection therewith.

Disclaimers

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED, THE WEBSITE AND THE PRODUCTS OFFERED ON THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, UNLESS SPECIFICALLY SET FORTH OTHERWISE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BIOHACKERS INC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BIOHACKERS INC DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED ON THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE ARE FREE

OF VIRUSES OR OTHER HARMFUL COMPONENTS. BIOHACKERS INC DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

BIOHACKERS INC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR MATERIALS ON THE SITE, EVEN IF BIOHACKERS INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Copyright

The technology underlying, and the entire contents of the website, including but not limited to text, graphics, images, audio clips, digital downloads, data compilation or code is copyrighted as a collective work under the United States and other copyright laws, and is the property of BioHackers Inc and is protected by copyright and other intellectual property or proprietary rights. The collective work includes works that are licensed to BioHackers Inc Copyright 2017, BioHackers Inc All rights reserved.

BioHackers Trademark Guidelines

BioHackers Inc counts among its most valuable assets its trademarks and logos and the goodwill represented by these. Protection of the BioHackers Inc trademarks is a priority for BioHackers Inc. These BioHackers Inc Trademark Guidelines contain detailed information about how to refer to BioHackers Inc trademarks in different scenarios. These Trademark Guidelines are designed to ensure proper legal use of the BioHackers Inc trademarks and to prevent customer confusion that can result from improper or illegal usage.

Contact Information

For any questions regarding the proper usage of the BioHackers Inc trademarks, the proper notices, or to seek permission to use the BioHackers Inc trademarks please contact BioHackers Inc at support@biohackhumans.com

Indemnification

You agree to indemnify, defend, and hold harmless BioHackers Inc, its officers, directors, employees, agents, licensors and suppliers from and against all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions, or any activity related to use of the site (including negligent or wrongful conduct) by you or any other person accessing the website using your Internet account.

Privacy

Registration data and certain other information about you are subject to our Privacy Policy. You understand that the technical processing and transmission of this site may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. For more information, see our privacy policy.

Third-Party Links

The website may link to websites operated by third parties. BioHackers Inc has no control over these linked sites, all of which have separate privacy and data collection practices, independent of BioHackers Inc. BioHackers Inc is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. These linked websites are only for your convenience and therefore you access them at your own risk. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that BioHackers Inc is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the website administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

Applicable Law

Your use of this website shall be governed in all respects by the laws of the state of Connecticut, U.S.A., without regard to choice of law provisions.

Typographical Errors

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, BioHackers Inc shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. BioHackers Inc shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the

purchase and your order is canceled BioHackers Inc shall immediately issue a credit to your credit card account in the amount of the charge.

Termination

These terms and conditions are applicable to you upon your accessing this website. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification, and Miscellaneous, shall in all events survive any termination of these Terms and Conditions.