

TERMS AND CONDITIONS OF USE

CAREFULLY READ AND UNDERSTAND THESE TERMS BEFORE ORDERING ANY PRODUCT THROUGH THIS WEBSITE

ATTENTION: This is a binding Agreement (the "Agreement") between You, the individual or entity accessing, using or purchasing Product from this Website ("you," "your" or "Customer") and BioLiquidNutrition ("BioLiquidNutrition," "we," "our" or "Company") the owner and administrator of this Website and all content contained herein (collectively, "Website").

IT IS STRONGLY RECOMMENDED THAT YOU REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING, USING OR BUYING ANY PRODUCT THROUGH THE WEBSITE

1. TRIAL ORDER TERMS AND CONDITIONS

Your 14 day Trial Period will start when you click the "Submit & Confirm" button on our website. You will be responsible to pay Shipping and Handling charges for your first shipment of BioAlert. If you wish to cancel your order within your Trial Period, simply call 678-633-3737 ex. 1 and return your bottle (Even if it's empty!) within 30 days from canceling and you will not be charged anything other than the shipping and handling fee. If you enjoy BioAlert, do nothing and at the end of your Trial Period your credit card provided today will be charged \$35.00 and you will automatically be enrolled in The ADD-ADHD Treatment Program. This means that in approximately 30 days from the end of your Trial Period, you will be shipped a new 1 month supply of BioAlert for the low price of just \$35.00 per bottle plus \$9.99 shipping & handling. This is a reoccurring order which is more fully described below in section 2. Remember, you can cancel at any time by contacting our Customer Care Department at 678-633-3737 ex. 1 or online at <http://theadhdtdtreatment.com/help>. Today's charges and future charges will appear on your credit card as Fulfillment Central Publishing

2. RECURRING ORDERS

PLEASE READ THE FOLLOWING SECTION CAREFULLY. THE FOLLOWING SECTION DISCUSSES A NEGATIVE BILLING OPTION INVOLVING THE PRODUCT(S) YOU ORDER FROM THE COMPANY. AS DISCUSSED IN GREATER DETAIL BELOW, YOU WILL BE LIABLE FOR PAYMENT OF PRODUCT THAT WAS SHIPPED TO YOU, AND PAYMENT FOR FUTURE SHIPMENTS OF PRODUCT, UNLESS YOU NOTIFY US TO STOP SUPPLYING THE PRODUCT TO YOU.

If you do not cancel your order within the 14 Day Trial Period and return the Product to us within 30 days after you cancel your order, your credit card on file will be charged \$35.00 + S & H or \$109 + \$10.45 if you up graded to the "Nutrition Alert Program". If after your 14 Day Trial Period you wish to continue to receive BioAlert, simply do nothing, and in approximately 30 days and continuing every 30 days thereafter (a Recurring Order), you'll be shipped out a fresh new 30 day supply of BioAlert for the low price of just \$35.00 per bottle plus \$9.99 shipping & handling. For your convenience, we will bill the credit card you provided us for your initial order.

3. Nutrition Alert Program TERMS AND CONDITIONS

If you choose to take advantage of the Nutrition Alert Program for BioAlert today, your credit card will be charged \$109.00 plus shipping and handling ({Insert Shipping Price}) and we will ship you 1 bottle of Bio Fuel a value of \$41.00 and 1 bottle of Get-Go-N Plus a value of \$33.00. As a bonus for selecting the Nutrition Alert Program today, we will include a 1 bottle of Bio Alert absolutely FREE for plus a 130+ page e-book. You also we will automatically enroll you in our ADD-ADHD Treatment Club. This means that we

will automatically ship you a new 1 bottle of Bio Fuel, 1 bottle of Get-Go-N Plus, and 1 bottle of Bio Alert 30 days from today (Recurring Order) until you decide to cancel your order. Your credit card that you provided today will be automatically charged \$109.00 plus S & H for each new 3 bottle shipment of BioAlert.

By taking advantage of the great savings today with the Nutrition Alert Program, you will not be enrolled into the 14 Day Trial Period. Instead, you will be enrolled in the ADD-ADHD Treatment Club when you place your Nutrition Alert Program order. For your convenience, we will bill all future orders of Bio Alert to the same credit card you signed up with today. You can cancel anytime by calling our Customer Care Department at 678-633-3737 ex. 1 or visit us online at www.theadhd-treatment.com

If you experience any delays in the delivery of your Bio Alert, you may contact our Customer Care department at 678-633-3737 ex. 1 or please visit us online at www.theadhd-treatment.com

3.1 How to Cancel Your Order Within the 14 Day Trial Period

If you are not satisfied with the Product for any reason and wish to cancel prior to the expiration of the 14 Day Trial Period, simply contact our Customer Care department at 678-633-3737 ex. 1 or visit us online at <http://theadhd-treatment.com/help> and cancel your order. You will never be billed again and incur no further charges or fees, beyond shipping and handling, so long as you return the Product within 30 days from cancelling your order (even if it is empty). No commitments, no hassles. Please note that we cannot process packages marked "Return to Sender." Returned packages require a Return Merchandise Authorization (RMA) number to ensure accurate processing. For more information, please see the "PRODUCT RETURN" section below for simple instructions on how to return the Product and how to avoid getting charged for Product that you want to return.

3.2 How to Cancel Your Order After the 14 Day Trial Period

Unless you contact our Customer Care Department at 678-633-3737 ex. 1 or visit us online at <http://theadhd-treatment.com/help> to cancel your monthly subscription, you will continue to receive a fresh 30 day supply of BioAlert every month, and your credit card on file will be automatically charged.

Your request for cancellation, whether by phone or email, will be processed immediately; however, you will be responsible for payment of any Product that has either already been shipped to you or that has already been delivered to you at the time of your cancellation. If you request a cancellation within the 14 Day Trial Period and return the Product to us using your RMA number, described below, within thirty (30) days from the date you cancelled your order, you will not be charged for any Product and will only be charged the shipping and handling fees. (Please see the "Trial Terms and Conditions" section, above, and the "Product Returns" section below).

3.3 Shipping and Handling Charges/Refund Policy

Regardless of whether you cancel your order within the Trial Period or not, you will be responsible to pay the shipping and handling charges that you selected upon ordering the Product. Your credit card on file will be billed for this amount, and you agree to pay such amount regardless of whether you cancel your Trial Order in a timely fashion or not. However, if you have encountered an error in your order Fulfillment Central Publishing may, at its discretion, refund your Shipping and Handling. If you suspect any errors in your order, please contact our Customer Care Department at 678-633-3737 ex. 1 or visit us online at <http://theadhd-treatment.com/help>

3.4 Price Reduction

Company reserves the right to reduce pricing without prior notice to you; however, you will always have the right to cancel an order and get a refund of your purchase price if you do not agree to pay any increased price amount.

3.5 Shipping Time

Your order will be processed within 2 business days. Shipping time is estimated to be three to five (3-5) calendar days and is included in your 14 Day Trial Period, so you will have approximately eleven (11) calendar days to evaluate the Product. If you experience delays in the delivery of your BioAlert, you may contact our Customer Care department at 678-633-3737 ex. 1 or please visit us online at www.theadhdtdtreatment.com and request an extension of your Trial Period. Reasonable requests are normally granted, but this decision remains at the Company's sole discretion.

4. GENERAL

These terms and conditions apply to ALL transactions made on or through this Website. This Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act. You manifest your agreement to the terms and conditions 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 Website, whether you have read these terms or not. It is suggested that you print this form for your personal records.

By placing an order with us, you will be deemed to have read, understood, and agreed to these Terms and Conditions of Use (collectively, "Terms"). If you do not agree to be bound by these Terms, you may not access or use the Website, or purchase any Product(s) through the Website. By accessing, using or ordering Product(s) through the Website, you affirm that you have read this Agreement and understand, agree and consent to all Terms contained herein.

5. TEMPORARY PRICE REDUCTION

For your convenience and benefit, Company may temporarily reduce the price of your order for promotional purposes, or to ensure that your purchase order transaction is capable of being processed by your credit card company or processor. If Company reduces the price of the Product as described herein, you will be billed at the reduced price until the promotional period ends or Company is assured of payment by your credit card company or its processor, after which time the Product price will be restored to its usual price, without prior notice to you. If your order is processed at the reduced price a new billing cycle will begin from the date of the new payment processing.

6. SATISFACTION GUARANTEE (Within the 14 Day Trial Period)

If you are unsatisfied with BioFurl for any reason, simply cancel your order by contacting our Customer Care department at 678-633-3737 ex. 1 or please visit us online at www.theadhdtdtreatment.com before your 14 Day Trial Period expires. Upon contacting Company and cancelling your order, you will be provided with a Return Merchandise Authorization ("RMA") number. After canceling your order, you will have 30 days to return the unused portion of the Product, or if it is empty, just return the empty bottle to our Company. You must write the RMA number on the return packaging in order to avoid being billed for the Product. If you follow the procedures outlined in this paragraph, you will not be charged for the Product you received during the 14 Day Trial Period.

Regardless of whether you timely cancel your order, Company will not refund or credit any shipping and handling charges for any Product that was shipped to you.

7. PRODUCT RETURNS (Applicable to all Products Ordered from Company)

To return a Product for an exchange due to shipping damage or when cancelling your order during your 14 Day Trial Period, you will need to obtain a Return Merchandize Authorization ("RMA") number by contacting the Customer Care Department at 678-633-3737 ex. 1 or please visit us online at www.theadhdreatment.com.

An RMA number can ONLY be obtained by contacting the Customer Care Department by phone or on the web.

Please Note:

1. We cannot process or exchange Product marked "Return to Sender."
2. To ensure that your account is correctly noted, you must send back Product returns to the address provided below along with your RMA number. The RMA number must be clearly written on the package that you are sending back. Our shipping department is NOT allowed to accept any packages without an RMA number.

Returned Products must be sent to the following address:

Bio Liquid Nutrition Returns
935 Hwy 124
Suite 212
Braselton, GA 30517

We are not responsible for lost or stolen items. We recommend all returned items to be sent using some type of third party delivery confirmation system to ensure proper delivery.

8. SHIPPING TERMS

When we ship the Product to you, our Standard ground mail service is shipped via the combined services of the United States Postal Service and United Parcel Service. With our Expedited Priority Processing Option (if available), we will make your shipment our priority and ship your package out the same day for all orders placed before 1PM EST and the next day for all orders placed after 1PM EST (packages should arrive within three to five (3-5) business days). Please note that shipments are not sent out on Saturdays, Sundays, or any Holidays. We do not guarantee arrival dates or times. We do not refund or credit shipping charges for any monthly or bi-monthly shipments.

8.1 How to Alter Your Shipping

Please note that our Customer Care Department (available at 678-633-3737 ex. 1 or online at <http://theadhdreatment.com/help>) can help you alter your delivery schedule if you need to modify the automatic 30 day delivery schedule.

9. BILLING ERRORS

If you believe that you have been billed in error, please notify our Customer Care Department at 678-633-3737 ext. 1 or please visit us online at <http://theadhdreatment.com/help> immediately. If we do not hear from you within 30 days after such billing error first appears on any account statement, the billing will be deemed accepted by you for all purposes, including resolution of inquiries made by your credit card issuer. You are deemed to have released Company from all liabilities and claims of loss resulting from

any error or discrepancy that is not reported to Company within thirty (30) days of its appearance on your credit card account statement.

10. REPRESENTATIONS; DISCLAIMERS

It is our Company mission to provide our customers with the finest Products available. We believe in the efficacy of the Products we sell. You understand, however, that the statements on the Website, promotional materials and the Product have not been evaluated by the United States Food and Drug Administration, and the Product is not intended to diagnose, treat, cure or prevent any disease. The information provided by our Websites or this Company is not a substitute for a face-to-face consultation with your health care professional and should not be construed as individual medical advice. Individual results will vary.

The Product is intended for use by persons at least 18 years of age. If you are pregnant, nursing or taking any medication, you represent and warrant that you either have consulted, or will consult, with a health care professional before taking the Product, and you will cease immediately taking the Product and will contact a health care professional if you experience any ill effects or unintended side effects of the Product.

We want you to have the most accurate information concerning the Product. The information we communicate to you about the Product and/or its efficacy is obtained from independent third parties such as educational institutions, scientific and news articles and agencies, nutritional specialists, scientific reports and researchers ("Information Sources"). We do not warrant or represent that Information Sources are not error-free, nor do we warrant any Information Source or the methods that they use to arrive at their conclusions. All Product specifications, performance data and other information on our Websites are for informational and illustrative purposes only, and do not constitute a guarantee or representation that the Product will conform to such specifications or performance data.

We do not guarantee that you will have any specific or particular result or benefit from the Product, or that your experience will match those of others who use the Product. Individual results will vary from person to person.

11. YOUR REPRESENTATIONS

You represent that you are at least 18 years of age and that you will not permit a person under 18 to order, or use, the Product. You represent that the information provided by you when placing your order is up-to-date, materially accurate and sufficient for us to fulfill your order in a timely and efficient manner. You are responsible for maintaining and promptly updating your account information with us and keeping such information (and any passwords given to you for the purposes of accessing the Website and/or purchasing Products) secure against unauthorized access. Unless agreed otherwise or required by applicable law, any warranties provided in relation to the Product only extend to you on the understanding that you are a user, and not a reseller, of the Product. You shall not re-sell, re-distribute or export any Product that you order from the Website.

You agree to pay for the Product and any taxes, shipping or handling of Product as such costs are specified by us on the Website when you submit your purchase order. Payment shall be made prior to delivery and by such methods as indicated on the Website (and not by any other means unless we have given our prior consent to such alternative payment methods).

12. REJECTION, DAMAGE OR LOSS IN TRANSIT

We shall not be liable and you shall not be entitled to reject Product delivery, except for damage to the Product or any part thereof occurring in transit (where the Product is carried by our own transport or by a carrier on our behalf), and where we are notified of such damage within five (5) business days of your receipt of the Product.

13. LIABILITY LIMITATION

TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT COMPANY WAS AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF THE PRODUCTS YOU ORDERED. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER. THE PRODUCTS ARE SOLD AND DELIVERED TO YOU "AS IS" WITH NO WARRANTY WHATSOEVER. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SECTION, WE MAKE NO EXPRESS WARRANTIES OR REPRESENTATIONS AND WE DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14. 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 misuse of the Website, 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.

15. NOTICES

Any notice or other communications arising in relation to this Agreement shall be given by sending an e-mail to the latest email address that one party has notified in writing to the other. In the case of Company, the email address support@theadhdtreatment.com. In the case of sending notices to you, Company will use the email address you provided to Company when you ordered your Product. Such notices or communications (where properly addressed) shall be considered received on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery or the email having been opened; or (iii) the expiry of forty-eight (48) hours after transmission, provided that the sender has not received notification of unsuccessful transmission.

16. TERMINATION

We reserve the right to terminate your access to or use of this Website and/or your subscription to the Product should we believe that you have violated any of the terms of this Agreement or if we believe you have sought, in bad faith, charge backs, credit backs, Product returns, discounts or any other conduct designed to injure, harass or disrupt this Website or the Company's business operations.

17. FRAUD

We reserve the right, but undertake no obligation, to actively report and prosecute actual and suspected credit card fraud. We may, in our discretion, require further authorization from you such as a telephone confirmation of your order and other information. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected. We capture certain information during the order process, including time, date, IP address, and other information that will be used to locate and identify individuals committing fraud. If any Web Site order is suspected to be fraudulent, we reserve the right, but undertake no obligation, to submit all records, with or without a subpoena, to all law enforcement agencies and to the credit card company for fraud investigation. We reserve the right to cooperate with authorities to prosecute offenders to the fullest extent of the law.

18. SALES TAX

If you purchase any Products available on our websites, you will be responsible for paying any sales tax indicated on the Web Site.

19. INTELLECTUAL PROPERTY RIGHTS

The Website, and all content appearing therein, are the sole and exclusive property of the Company or its licensors. No license or ownership rights in or to any content of the Website are conveyed to you by reason of this Agreement or your purchase of Product. The Website and its content are protected under the laws of copyright and trademark. Unless otherwise permitted by law, you may not copy, republish or transmit any portion of the Website without Company's prior written consent.

20. FOREIGN TRANSACTION FEES

In some instances, billing for your product, membership fee or shipping fee may originate from outside of the United States and in some occasions, your financial institution may charge a fee for processing this payment. You are responsible for these processing fees assessed by your financial institution per your card holder agreement.

21. MISCELLANEOUS

- **Governing Law.** This Agreement and all disputes or issues arising from it shall be governed exclusively by the laws of the State of Georgia, without regard to conflict or conflict of law principles. The sole and exclusive venue for any and all claims or causes of action arising from or related to this Agreement, or that are related in any manner to your purchase or attempted purchase of the Product(s), shall be the State or Federal Courts in Gwinett County, Georgia.
- **Assignment.** This Agreement and the rights and liabilities of the parties hereto inure to the benefit of their respective successors and assigns. Company may assign this Agreement to any successor entity. Customer may not assign without the written permission of Company.
- **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 attorneys' 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.
- **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 constitutes the entire agreement between the parties with respect to your access and use of the Website and your ordering and use of the Product, 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 Website. Your continued use of the Website 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 and you acknowledge and agree to same. Unless accepted by Company in writing, you may not amend these terms and conditions in any way.

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