

## TERMS AND CONDITIONS OF USE

CAREFULLY READ AND UNDERSTAND THESE TERMS BEFORE ORDERING ANY PRODUCT THROUGH OUR 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 Celergen International Limited ("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.

For product support, please contact [marketing@celergen.co.th](mailto:marketing@celergen.co.th).

### 1.1 Refund Policy

All sales are final. All products are sold "as is". You assume the responsibility for your purchase, and no refunds will be issued.

### 1.2 Product Returns

We DO NOT accept product returns. All sales are final. This is because the product is a consumable and we cannot reuse the returned product in order to ensure its safety for consumption.

### 1.3 Shipping and Handling

Unless omitted, you will be responsible to pay the shipping and handling charges that you selected upon ordering the Product. However, if you have encountered an error in your order, the Company may, at its discretion, refund your Shipping and Handling cost. If you suspect any errors in your order, please contact our Customer Care Department at [info@health3u.com](mailto:info@health3u.com).

### 1.4 Shipping Time

Your order will be processed within there (3) business days. Shipping time is estimated to be three to four (3-4) calendar days

### 1.5 Package Selections:

Celergen (30 softgel capsules)

## 2. 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.

## 3. IMPORTANT HEALTH INFORMATION

The statements made on our websites have not been evaluated by the FDA (U.S. Food & Drug Administration). This product is not intended to diagnose, cure or prevent any disease. The information provided by this website, email, 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. If there is a change in your medical condition, please stop using our product immediately and consult your health care professional. You should not use the information on our website or email for diagnosis or treatment of any health problem or for prescription of any medication or other treatment. You should consult with a healthcare professional before starting any diet, exercise or supplementation program, before taking any medication, or if you have or suspect you might have a health problem. Do not use our supplements or weight management plans if you are pregnant, nursing, anorexic, bulimic, or under the age of 18.

## 4. 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.

## 5. SHIPPING TERMS

When we ship the Product to you, an express courier service such as DHL will be used. We will make your shipment our priority and ship your package with three (3) business days. We do not guarantee arrival dates or times.

## 6. BILLING ERRORS

If you believe that you have been billed in error, please notify our Customer Care Department at [info@health3u.com](mailto:info@health3u.com). If we do not hear from you within 180 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.

## 7. 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.

#### 8. 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).

#### 9. 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 three (3) business days of your receipt of the Product.

#### 10. LIABILITY LIMITATION

TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT the 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.

## 11. 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.

## 12. NOTICES

Any notice or other communications arising in relation to this Agreement shall be given by sending an e-mail to [marketing@celergen.co.th](mailto:marketing@celergen.co.th). 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.

## 13. 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.

## 14. 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.

## 15. 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.

#### 16. 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. When you purchase or order any Product through this website or from Company, you expressly agree that you do not have any license for the resale of any Product and that the resale of Product is expressly prohibited.

#### 17. FOREIGN TRANSACTION FEES

In some instances, billing for your product 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.