

# BLUGENICS GLOBAL .com / Blugenics Naturals LLC POLICIES AND PROCEDURES OF USE / T & C's January 14th, 2025

# 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 Blugenics Naturals LLC ("Blugenics Naturals LLC.," "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, don't hesitate to get in touch with support@blugenicsglobal.com

# 1.1 Shipping and Handling

Charges/Refund Policy, you will be responsible for paying 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. If you suspect any errors in your order, please get in touch with our Customer Care Department. Shipping and handling only pertain to physical products such as all of Blugenics Naturals LLC initial products as shown on the website and any additional products, all digital style products such as the Blugenics Naturals LLC marketing and training systems, Affiliate program and/or any online web style offerings are deployed immediately upon registration or upgrade payments.

# 1.2 Shipping Time (Physical & Digital products)

Your order will be processed within 3 business days from the time of order placement. Shipping time is estimated to be three to four (3-4) calendar days after order processing. This period could be longer based on back-order status or manufacturing timeframes. All delays will be noted in all me Affiliate back office.

Digital products will be delivered instantly. Allow 1 – 3 hours for activation of any digital product.

## 1.3 Package Selections:

Any, and all packages and/or products being offered by Blugenics Naturals LLC will always be listed on the main master company website and will also be listed in all affiliates' back-office systems under products and/or packages. All orders can be placed online through either system.

Blugenics Naturals LLC may from time to time alter the packages being offered and will notify affiliates of any changes or substitutions via email and back-office communication.

## 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. TEMPORARY PRICE REDUCTION

For your convenience and benefit, Blugenics Naturals LLC 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.

# 4. CANCELLATION (Applicable to all Products Ordered from Blugenics Naturals LLC)

You may cancel your INITIAL Affiliate registration at any time with Blugenics Naturals LLC for any reason within seven (7) days of your purchase date and before receiving any commission payments. Should you receive a commission payment this will be deducted from your cancellation amount.

To request a refund, you must simply contact the email below within the allotted timeframe. Requests can also be made via phone. The company reserves the right, at its sole discretion, to reject any cancellation that does not comply with these requirements. Once your cancellation has been received, a credit to your card or refund check will be issued and an e-mail confirmation will be sent within 3 days.

# For any membership cancellation please send an email requesting return instruction to: <a href="mailto:support@blugenicsglobal.com">support@blugenicsglobal.com</a>

## 5. BILLING ERRORS

If you believe that you have been billed in error, please notify our Customer Care Department. If we do not hear from you within 180 days after such a 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 the Company from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to the Company within thirty (30) days of its appearance on your credit card account statement.

# 6. 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. The Product is intended for use by persons at least 18 years of age. 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.

# 7. 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).

# 8. 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.

9. LIABILITY LIMITATION

TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT COMPANY WAS AWARE OR ADVSED 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.

#### 10. 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 a claim or suit and seek full recompense from you.

#### 11. NOTICES

Any notice or other communications arising 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 at <a href="support@blugenicsglobal.com">support@blugenicsglobal.com</a> 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.

## 12. 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.

#### 13. 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 fully prosecute offenders of the law.

# 14. 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.

# 15. 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 the Company's prior written consent. When you purchase or order any Product through this website or from the Company, you expressly agree that your do not have any license for the resale of any Product and that the resale of Product is expressly prohibited.

# 16. FOREIGN TRANSACTION FEES

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

For additional information, contact us:

**Blugenics Naturals LLC Head Office** 187 E. Warm Springs Rd. Suite B239

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