# **TERMS AND CONDITIONS**

**Effective date: 01/01/2018** 

These Terms and Conditions of Use ("Terms") are a legal agreement between you and RealScience Athletics INC. ("we"), a British Columbia corporation with its offices located at 1107-833 Homer St, Vancouver, BC, Canada, V6B 0H1.

Use of this site represents your agreement to these Terms. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THIS WEB SITE ("SITE"), AND YOU SHOULD NOT PLACE AN ORDER FROM OR OTHERWISE INTERACT WITH THIS SITE.

By accessing or using this Site, you represent that you are at least the legal age of majority and will, at all times, provide true, accurate, current and complete information when submitting information or materials on this Site, including, without limitation, when you provide information via a registration or order form. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of this Site.

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Our products consist of nutritional supplements which provide an effective means to improve your health. However, please be advised that the Food and Drug Administration has not evaluated our products or their effectiveness. Our products are not intended to diagnose, treat, cure or prevent any disease.

The owners of this site will use reasonable efforts to include up-to-date and accurate information on this Internet site, but make no representations, warranties, or assurances as to the accuracy, currency, or completeness of the information provided or as to the effectiveness of any product sold through this site. The owners of this site shall not be liable for any damages or injury resulting from your access to, or inability to access, this Internet site, or from your reliance upon any information provided on this site, or from your use of any product purchased through this site.

This Internet site may provide links or references to other Web sites but the owners of this site shall assume no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from the use of such sites. Any and all links to other sites are provided as merely a convenience to the users of this Internet site and are not affiliated, connected, or associated in any way to this site.

Any personally identifiable information in the form of electronic communications to this Internet site is governed by our Privacy Policy. The owners of this site shall be free to use or copy any non-personally identifiable information in any such communications, including ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose. Such purpose may include disclosure to third parties and/or developing, manufacturing and/or marketing goods or services.

Our Privacy Policy is designed to tell you about our practices regarding collection, use, and disclosure of information that you may provide via this site. Please be sure to read the Privacy Policy in its entirety before using, or submitting information, to this site.

## **Sharing Your Content and Information**

This Site may contain message boards, comment areas, questionnaires, blogs, and other interactive features where you can share and post information. To the extent this Site contains such features (collectively, "Forums") and you participate in such Forums, you agree to the following:

- For any content your provide to our Forums, including, without limitation, statements, descriptions, photos, ideas, graphics, or other depictions, ("User Content"), you automatically grant RealScience Athletics INC. a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free, worldwide right and license to use, reproduce, modify, publish, translate, creative derivative works from distribute, transmit, perform, and display any User Content.
- 2. You represent that you have all necessary rights to provide the User Content to us and post it in a Forum, and you also acknowledge that such postings are non-confidential for all purposes and that we have no control over the extent to which any User Content may be used by any party or person once it is posted or displayed. Accordingly, notwithstanding the right and license granted to us in these Terms, you understand and agree that we have not become and are not a publisher of such User Content and are merely functioning as an intermediary to enable you to provide and display User Content. Moreover, we assume no responsibility for the deletion of or failure to store any User Content. We recommend that you do not post, display, or transmit any User Content containing confidential, personal, or sensitive information, all of which you post, display, or transmit at your own risk.
- 3. You may not post, display, or transmit User Content that contains any of the following:

Content that is unlawful, libelous, defamatory, degrading, sexually explicit, obscene, abusive, violative of any third party's privacy rights, and/or contains personal information of third parties such as telephone numbers, street addresses, or email addresses.

Content that encourages criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction.

Content that does not contain original material in which you own the copyright and/or that you have the legal right or license to reproduce, adapt, display, and or distribute to other.

Content that impersonates any other person or entity, whether actual or fictitious.

Content that constitutes junk mail, spam, or unauthorized advertising or promotional materials;

Content that is off-topic for a designated Forum.

If you purchase a free trial offer you are only allowed to purchase 1 per person and 1 per household. We reserve the right to hold or void any free trial transactions that we

feel are not meeting these obligations.

We always appreciate your feedback or other suggestions about our website, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

We respect other people's rights, and expect you to do the same. You agree that we can remove any User Content you post on the website if we believe that it violates these Terms. If we removed your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.

#### **Changes to These Terms**

We reserve the right, in our sole discretion, to modify these Terms at any time. If we decide to change these Terms, we will post those changes on our Site and update the "Effective Date" at the top of these Terms. We encourage you to periodically review these Terms. Your continued use of this Site after any changes have been posted constitutes your agreement to the changes.

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**Effective date: 01/01/2018** 

RealScience Athletics INC., a British Columbia corporation, ("RSA" or "we") is engaged in the business of selling its RealScience Athletics INC. products and other services over the Internet through its web site, RealScienceAthletics.com, and web sites operated by its active affiliates. As used in this Privacy Policy, the term "Web Site" refers to any web site where this Privacy Policy is posted.

When you access or use this Web Site, RSA may collect personally identifiable information from you, such as your name, address, telephone number, email address, credit card number, and any other information that may identify you ("Personal Information," as further described below). This Privacy Policy describes the Personal Information we may obtain from you, how we may use or share your Personal Information, and how you can control our collection and use of such Personal Information.

By accessing, using, or providing Personal Information to us through this Web Site, you agree, without limitation or qualification, to be bound by the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, do not access or use this Web Site or provide Personal Information to us through this Web Site.

We reserve the right, in our sole discretion, to modify this Privacy Policy at any time. If we decide to change this Privacy Policy, we will post those changes on our Web

Site and update the "Effective Date" at the top of this Privacy Policy so that you can always find out what information we gather, and how we might use that information. We encourage you to periodically review our Privacy Policy to stay informed about how we are using the personal information we collect. Your continued use of this Web Site after any changes have been posted constitutes your agreement to the changes.

## Who May Use the Web Site

The Web Site is not intended or designed to attract users under the age of 18. We do not collect Personal Information from any person we know to be under the age of 18. If you are under 18, we ask that you not send us any Personal Information.

#### **Collection of Personal Information**

The Web Site collects Personal Information from you when you provide it to us. The types of Personal Information we may collect include, without limitation, first and last name, age, street address, city and state, email address, telephone number, gender, birth date, credit card account information, and any other information that may identify you. Examples of areas of the Web Site where we may collect Personal Information include when you make a purchase, complete and submit a registration form to establish an account with us, or complete and submit an application, or participate in a voluntary survey, sweepstakes, or contest.

Registration is an optional service provided by our Web Site. You do not have to register to browse our Web Site, but you do have to register to purchase products on our Web Site. When you register, you may be asked for information such as your name, address, phone number, e-mail address, a password that you select, and your interests, if you choose to register them. We strongly recommend that you do not disclose your password to anyone. RSA will never ask you for your password in any unsolicited communication (including unsolicited correspondence such as letters, phone calls or e-mail messages). Your registration information may be used to help make your online shopping quicker and easier, by pre-filling certain parts of your shopping information. When you register you will have the opportunity to sign up for future marketing information from RSA.

When you purchase RealScience Athletics INC. Products from our Web Site, you must submit payment information, including without limitation your credit or debit card number and expiration date, as well as your zip code. Such information may be recorded and filed by RSA to process your orders. In addition, when you return previously purchased products or request a refund or exchange, you may be asked to give your name, address, driver's license number, and other identifiable

information. RSA collects this information to help prevent fraud and identity theft. If you contact any employee of RSA or any affiliate of RSA, a record of that correspondence may be kept.

The Web Site allows users to make Personal Information available in public forums such as bulletin boards, to the extent that such users choose to disclose such information. Please see our Terms and Conditions of Use for more information about using bulletin boards and other community features of the Web Site.

If you sign-up through our web site to be an affiliate, we may also request your Social Security number. We take measures to protect the confidentiality of Social Security numbers collected in the course of business. Access to Social Security numbers shall be limited to those employees and others whose duties require such knowledge. We prohibit the unlawful disclosure of Social Security numbers.

#### **Collection of Non-Personal Information**

RSA may collect non-personally identifiable information related to your usage of the Web Site such as time spent on the Web Site, areas visited, sites linked to and from the Web Site, and other such information. Please be advised that the Web Site may use "cookies." Cookies are small pieces of information stored by your browser on your computer's hard drive. Cookies help in web site administration and to record visitors' preferences and session information. Most web browsers automatically accept cookies, but you can usually change your browser settings to choose the cookies you want to accept, or disable them altogether. Please be assured that accepting a cookie does not give us access to your computer or personal information under any circumstances. If you disable cookies, you may be unable to use some features of the Web Site.

#### **Security of Personal Information**

We maintain reasonable administrative, technical and physical safeguards to help protect against unauthorized access, use, modification and disclosure of Personal Information in our custody and control. Where possible, we will ask that any third parties to whom we may transfer such information take comparable steps to protect that information. However, even with the best technology, no data transmission over the Internet or any wireless network is 100% secure. As a result, while we strive to protect your personal information, there are security and privacy limitations of the Internet which are beyond our control, and we cannot absolutely guarantee the security, integrity, and privacy of any and all information exchanged between you and us through this Web Site. We make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to or use of your personal information.

# **Usage and Disclosure of Personal Information**

We may use your Personal Information for record keeping purposes, to improve the content of our site, to customize the site to your preferences, to communicate information to you (if you have requested it), site management, fulfillment of requested purchase orders, and marketing and research purposes.

RSA uses Personal Information to continually assess and improve the products and services we offer. To serve you better, we may combine the Personal Information that you give us with publicly available information and information we receive from or cross-reference with our marketing partners and others. We use that combined information to enhance and personalize your shopping experience with us, to communicate with you about our products and events that may be of interest to you, and for other promotional purposes.

RSA will not disclose Personal Information collected from users of the Web Site to third parties, except as provided in this section or elsewhere in this Privacy Policy. RSA may disclose Personal Information to our subsidiaries, affiliates, joint venturers, other companies under common control (collectively, "affiliates"), in which case we will require these affiliates to honor this Privacy Policy; in connection with the sale, assignment, or other transfer of our company or our assets; to protect the company's rights or property (including without limitation, in the event of a transfer of control of the company or substantially all of its assets; or during an emergency when safety is at risk. RSA may hire third parties to review certain Personal Information to advise it on demographic and marketing related issues, but only after such third parties have agreed to maintain the confidentiality, security, and integrity of any Personal Information contained in accordance with the terms and conditions of this Privacy Policy.

Some of our operations, such as our electronic commerce functions, may be managed by service providers who are unaffiliated companies. These companies may share Personal Information with their affiliates and with service providers whom they engage to perform services related to our Web Site or the operation of our business. Examples of these services include payment processing and authorization, fraud protection and credit risk reduction, product customization, order fulfillment and shipping, marketing and promotional material distribution, Web site evaluation, data analysis and, where applicable, data cleansing. These companies may have access to your Personal Information on a confidential basis only to the extent necessary to perform their functions. In no event will we authorize these companies to use your Personal Information for any reason other than to provide you with those specific services. If your purchases are being shipped to you, your shipping information will

be shared with our delivery service providers. Our delivery service providers are asked not to use your Personal Information for any purpose other than making the delivery.

We would like to inform you of products and services, sales and special offers that might benefit you. When you register online or participate in a survey, you will have the opportunity to sign up for e-mails about our products, services, sales and special offers. We may also send you mail, email or call you with information about our product and service offerings if you have provided us with your name and address, email address or phone numbers. If you would like to stop receiving such promotional information from RSA, please see the "Privacy Preferences/Opt-Out" section of this Privacy Policy.

If RSA or any of our service providers are requested by law enforcement officials or judicial authorities to provide Personal Information on individual users, RSA or the applicable Service Provider may, without your consent, provide such information. In matters involving claims of personal or public safety, RSA or the applicable service provider may provide your Personal Information to appropriate authorities without your consent or court process. RSA or our service providers also will provide your Personal Information in response to a search warrant or other legally valid inquiry or order, or to an investigative body in the case of a breach of an agreement or contravention of law, or in litigation involving RSA, the applicable Service Provider, or otherwise as required by law. We may also disclose Personal Information to assist in debt collection when you owe a debt to us.

#### **Application of United States Law**

The Web Site is intended for users from the United States. Users from the European Union are advised not to disclose Personal Information to RSA. Information sent to us will be housed on servers located in the United States. Do not send us information unless you consent to the application of U.S law and to the use and disclosure of your information consistent with this Privacy Policy.

# **Privacy Preferences / Opt-Out**

We offer an "unsubscribe" hyperlink at the bottom of every email we send out where you can change your preferences to stop receiving marketing materials from us. You may also remove yourself from our mailing list by contacting us through our support page.

# **Privacy Rights of California Residents**

If you are a California resident, you have the right to request one Notice of Information-Sharing Disclosure per year which will identify the third parties with

whom RSA or any of our affiliates has shared the Personal Information we have collected from you. You may request the Notice of Information-Sharing Disclosure by emailing us at http://www.realscienceathletics.com. We will respond to your request for a Notice of Information-Sharing Disclosure within 30 days.

## **Secure Shopping**

When you place orders on our Web Site, all of your order information, including your card number and delivery address, is transmitted through the Internet using Secure Sockets Layer (SSL) technology. SSL technology causes your browser to encrypt your order information before transmitting it to our secure server. SSL technology, an industry standard, is designed to prevent someone other than operators of our Sites from capturing and viewing your Personal Information. Since any order information you provide to us on our Web Site will be transmitted using a secure connection, if your Web browser cannot support this level of security, you will not be able to order products through our Web Site. The most recent versions of commonly used Internet browsers can usually support a secure connection and can be downloaded for free from the web sites for those browsers.

# **Our Privacy Policy and Outside Links**

This Privacy Policy only applies to our Web Sites. Our Web Sites may include links to the web sites of our business partners, vendors, advertisers and other outside parties. These other sites are outside of our control. Please be aware that these websites may collect information about you, and operate according to their own privacy practices which may differ from those contained in our Privacy Policy. Please read carefully that web site's own privacy policy, as once you are leave our Web Site, any information you submit is no longer in our control.

#### **Contacting Us**

If you have any questions concerning our Privacy Policy, you may contact us at: RealScience Athletics INC.

1107-833 Homer St.

Vancouver, BC, Canada

V6B0H4

Or by emailing us through our website support page or sending directly to support[at]realscienceathletics.com.

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What methods of shipping does RealScience Athletics use?

Orders within the continental United States are shipped via USPS First Class or FedEx 2nd Day depending on weight. Orders to any other location are shipped via USPS First Class International or FedEx International Economy. You can view the status of your order with the tracking number you receive via email once your order ships.

## How quickly does RealScience Athletics ship orders?

Once an order is processed it will be shipped either the same day or the following business day.

# Which countries does RealScience Athletics ship to?

We currently ship our products worldwide with the exception of Germany, Italy, Finland, Norway, Sweden and Austria. These countries have very strict supplement importation laws and we have had frequent issues with our products being turned away at customs.

# How long will it take for my order to arrive?

Orders within the Continental United States will typically arrive within 2-4 business days. International orders are generally delivered in 7-14 business days, though the exact time frame will vary depending on the location.

# Will I have to pay any customs/import fees?

Any order being shipped outside of the United States may be subject to additional fees that are levied and collected by the destination country. These fees are considered as separate from the initial shipping charge and are the responsibility of the customer if they do occur.

## What if my product is lost or damaged during shipping?

Regardless of how carefully a package is handled, there are some rare occasions where it may be lost during shipping or the contents damaged. If this occurs, the package will be re-sent at no additional cost to the customer.

## What is the refund policy?

Your results are our #1 priority. That's why you'll only pay for our products if you're 100% satisfied with them.

If you purchase a RealScience supplement and are unhappy with it for any reason, just let us know and we'll promptly refund your purchase. You don't even need to go through the hassle of returning the item to us.

Very few companies will offer a guarantee like this, but we truly value our customers and know that the quality and effectiveness of our supplements stands on its own.

(To protect ourselves from people abusing the refund policy, this guarantee applies to first-time purchases made within 3 months and is valid on a single bottle of each product. If you purchased more than one bottle and would like a complete refund then it's required that the additional units be sent back to us so we can re-add them to our inventory.)

Your refund will be credited back via your original method of payment and will be processed within 5-10 business days.

# What if my shipment is denied by customs?

Every country has its own dietary supplement laws as well as its own regulations for importing products from other countries. The customer is responsible for knowing the specific laws/regulations of his or her own country to ensure that the import of RealScience Athletics products is allowed. If items are rejected by customs and returned to RealScience Athletics, the customer will receive a refund for the original purchase price minus the cost of shipping and any additional fees incurred, such as quarantine fees or warehousing fees.