

# TERMS & CONDITIONS

The use of this application and/or site or any other site owned or maintained by **Proceller8, LLC** a limited liability company organized and existing under the laws of North Carolina (“Proceller8”), is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

## Privacy & Security Disclosure

Proceller8's privacy policy may be viewed at [www.myproceller8.com](http://www.myproceller8.com). Proceller8 reserves the right to modify its privacy policy in its reasonable discretion from time to time.

## Payment Methods

We accept U.S. issued credit and debit cards:

- Visa
- MasterCard
- American Express
- Discover

When placing an order online, you will need:

- The address the card's statement is sent to (billing address).
- The card number and expiration date.
- The 3- or 4-digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our TLS 1.3 encrypted connection. The same credit card may be used only three (3) times in one processing day.

You are entering into a legally binding agreement with Proceller8, LLC, a limited liability company located at 8021 Wicklow Hall Dr., Weddington, NC 28104. The official website for Proceller8, LLC and its affiliates is: [www.myproceller8.com](http://www.myproceller8.com). Proceller8, LLC has the registered address of:

Proceller8, LLC  
8021 Wicklow Hall Dr Weddington,  
NC 28104  
[support@proceller8.com](mailto:support@proceller8.com)

## Shipping Policy

All orders are processed within 2-3 business days. Orders are not shipped or delivered on weekends or holidays. If we are experiencing a high volume of orders, shipments may be delayed

by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

## **Shipping rates & delivery estimates**

Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.

## **Damages**

Proceller8 is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

## **Refund Policy**

Only products purchased directly from Proceller8 or a distributor are eligible for a refund or exchange. Products purchased on any non-Proceller8 website are not eligible for a refund from Proceller8. Proceller8 may refuse to issue a refund if it finds in its sole discretion that any of the conditions in this section have been met.

You may request a refund within 30 days from the date of purchase for a full refund or exchange of any amounts charged by contacting customer service at [support@proceller8.com](mailto:support@proceller8.com). Refunds and exchanges will be made to the credit card with which the product was purchased. You will need the following to make your request for refund:

- Proof of Purchase
- Unused portion of the product or empty product containers

Your refund includes only the cost of the product. It does not include the costs of shipping.

## **Return Policy**

Before any product is returned to Proceller8, the distributor or customer must contact customer service to obtain a *Return Merchandise Authorization* ("RMA") number. Any package received without this information on the outside of the box may be refused, and may result in a refund not issuing.

## **Smart-Ship Cancellation**

Please email customer service to cancel or modify your Smart-Ship at any time at [support@proceller8.com](mailto:support@proceller8.com), without penalty. You can also modify or cancel your order at any time

at [www.myproceller8.com](http://www.myproceller8.com). By selecting the "Smart-Ship" option on the website, you are giving Proceller8 authorization to enroll you in the automatic shipping program. Proceller8 will ship your products directly to you. You are also authorizing Proceller8 to charge your credit card for the products you have ordered on a monthly basis. You may cancel at any time without obligation and without penalty by emailing [support@proceller8.com](mailto:support@proceller8.com) or canceling the order on the MyProceller8.com portal. All Smart-ship cancellations must be performed or delivered to Proceller8 within 3 business days of the next shipment to guarantee cancellation of that shipment.

### **Third Party Interactions**

During use of Procelle8's Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Procelle8 shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. Procelle8 does not endorse any sites on the Internet that are linked through its Website. Procelle8 provides these links to you only as a matter of convenience, and in no event shall Procelle8 be responsible for any content, products, or other materials on or available from such sites. Procelle8 provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

### **Order Disclaimer**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Procelle8 reserves the right to accept or deny shipment to anyone for any reason. Procelle8 reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Procelle8 reserves the right to cancel the order, notify the card holder and the proper authorities.

### **FTC Disclosures**

As a participant in the Proceller8 program, all distributors will be required to acknowledge the FTC disclosure for participation in the program.

### **Product Disclaimers / Disclaimers of Warranty**

PROCELLER8 MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. PROCELLER8 DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER

HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITE OR PROCELLER8'S PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PROCELLER8.

### **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM O- THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

### **Notice**

Proceller8 may give notice by means of a general notice on the [www.myproceller8.com](http://www.myproceller8.com) website, electronic mail to your e-mail address on record in Proceller8's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Proceller8's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to Proceller8 (such notice shall be deemed given when received by Proceller8) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Proceller8 at the following address: 8021 Wicklow Hall Dr., Weddington, NC 28104 in either case, addressed to the attention of: Legal Department.

## **Modification to Terms**

Proceller8 reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the [www.myproceller8.com](http://www.myproceller8.com) website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## **General**

This Agreement shall be governed by North Carolina law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in North Carolina. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Proceller8 as a result of this agreement or use of this Website. The failure of Proceller8 to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Proceller8 in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and Proceller8 and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **Definitions**

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the [www.myproceller8.com](http://www.myproceller8.com) Web Site, and any materials available on the Proceller8 Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Proceller8 from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; "Order Form(s)" means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Proceller8" means collectively Proceller8, LLC, a limited liability company organized and existing under the laws of the State of North

Carolina doing business as “MyProceller8.com” and having an office at, 8021 Wicklow Hall Dr., Weddington, NC 28104, together with its officers, directors, shareholders, employees, agents and affiliated companies.

### **Questions or Additional Information**

If you have questions regarding this information or wish to obtain additional information, please send an e-mail to [support@proceller8.com](mailto:support@proceller8.com).