

INTERMAX

Terms and Conditions of Sale and Disclaimers

The following terms and conditions for all current uses of this website and disclaimers ("Terms") constitute a binding agreement between you and Intermax. You should print a copy of the Terms for future reference since the Terms may have changed since your last Use.

Please read carefully all the Terms before browsing or making a purchase from this website as the Terms may have changed since your last visit. Your current use of this website confirms your unconditional acceptance of the Terms for your current Use. Only the Terms in effect as of a Use shall govern for that particular use. Be sure to review the Terms again each time you Use this website to make sure that you are fully aware of and accept the then current Terms. If you do not accept the Terms, do not make Use of this website.

GENERAL

- These Terms shall govern your current Use of this website. These Terms supersede all terms and conditions that may have been published previously on this site.
- If you are not 18 years old, please ask your parents or other adults whether you are of age to use this website and to order goods and/or services from it. There may be local laws that make it inappropriate for you to use this site or make purchases from it. You and the adults whom you must consult are solely responsible for determining if you may use this site lawfully.
- These Terms are subject to change at any time without notice.
- You acknowledge that you do not rely on any representation and/or warranty that has not been made in accordance with the Terms.
- Intermax attempts to ensure that information on this website is complete, accurate and current. Despite Intermax's efforts, the information on this website may occasionally be inaccurate, incomplete, or outdated.
- Descriptions, depictions, representations, and/or specifications for the products and/or services on offer at this website are intended as a guide only and give only a general approximation of the efficacy of the products and/or services.
- You shall use this website in a legal, honest, and inoffensive manner, in compliance with generally accepted internet usage practice from time to time, and in compliance with the prevailing standards of your own community.

ORDERS

- A. We have the right to refuse to accept any orders placed for Intermax's products and services. Your order for products shall only be binding on us when you receive confirmation that a product has shipped. If we refuse your order, your money will be returned in full.
- B. You are responsible for the accuracy of all information you provide that is necessary for us to process your order and/or ship your order to the correct location. If an order has not been shipped, or shipped to an incorrect location due to such inaccuracy, you alone are responsible.
- C. The provision of products and services is subject to availability. If products are out of stock, Intermax will inform you as soon as possible. You will be given the option of waiting until the products are in stock or canceling your order.
- D. If you have any problems or concerns regarding Intermax's products, you can reach us via the Customer Service contact information supplied on this website.
- E. Dates for delivery are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond our reasonable control.

- F. If a delivery requires a signature to confirm receipt, it is your responsibility to ensure that there is someone at the delivery address to sign for the products when delivered. It is also your responsibility to collect the products from any postal collection depot and/or arrange an alternative delivery date if you are not available to sign for the products.
- G. Any products purchased are for personal use only. The products can not be resold and cannot be given to any third party.
- H. The availability of this website may be outside our control and in the hands of third party providers. We cannot guarantee the level of availability of this site for your orders or other Use.
- I. We are not responsible for safe delivery of goods because we do not ship the products directly. If the products are not delivered, arrive late, or are damaged in transit, you must take this up with the carrier. We will provide you with their contact details upon request.
- J. Payment in full is due at the time you place your order, but you may have the option to pay in 2 or 3 monthly installments (depending on the specific product package you select), with the first installment due immediately upon placing your order.
- K. We do not accept your order until we receive notice from our credit card merchant that your payment has been authorized and/or we have received payment in full in cleared funds.

LIABILITY

- A. The word "Liability," as used in the Terms, means any and all damages, claims, proceedings, actions, awards, expenses, costs and other losses.
- B. Intermax makes no warranties for the products sold on this website. Intermax makes no representation about the suitability of the products on this site for any purpose. All such products are provided "As Is" without warranty of any kind, express or implied. Intermax specifically disclaims all warranties and conditions of any kind with respect to the products on this site, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement.
- C. The representations, views, opinions, statements, and recommendations on this website are based on representations and conclusions by third parties including third-party scientific lab researchers, customers providing testimonials, expert endorsers, information from suppliers, and authors who publish literature about the products' ingredients and their efficacy. Intermax itself does not actually endorse or represent the accuracy or reliability of any statement, opinion, advice, or other information displayed or in any way distributed through the site, and expressly disclaims liability for any and all such representations. You acknowledge that your reliance on any such statement, opinion, advice or other information will be solely at your own risk. The materials on the website are all distributed and transmitted "As is" and they appear on the site without express or implied warranties of any kind.
- D. Intermax shall not be liable for any damage to any computer, telecommunication equipment, or any other property from any viruses or any problems that arise from accessing, using, or browsing this website.
- E. We disclaim all liability for the products defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misappropriation.
- F. Intermax urges you to consult with a physician or other medical experts before using the products offered on or through this website since you may be taking a medication or dietary supplement, or may suffer from a medical condition that makes the products inappropriate for you to use. Intermax disclaims all liability for any illness or injury that you may sustain as direct or indirect result of using any product without seeking prior medical advice, as result of receiving incorrect or incomplete advice, or as result of having any adverse physical reaction whether or not you did consult with a physician.
- G. In the event that any dispute between you and Intermax arises as result of these

disclaimers and exclusions of warranty and liability, or for any other reason whatsoever, and neither our Customer Service Department nor good faith mediation is able to resolve any claim, dispute or controversy, both parties agree that such dispute shall then be solely settled by arbitration strictly between you and Intermax, the result of which shall be binding upon the parties involved, and any judgement upon any award of the arbitrators may be entered by any court having competent jurisdiction. To learn about this dispute resolution in full, please view our **ARBITRATION POLICY** here.

- H. Intermax disclaims all liability for representations and warranties made on other websites about the products and/or services offered on this website if such representations and warranties are not consistent with those made on this website.
- I. You hereby agree to indemnify and hold harmless Intermax and its officers, directors, employees, successors, distributors, agents, and affiliates for any and all claims, damages, losses, and causes of action (including attorney's fees) arising from or relating to your breach or alleged breach of any of these Terms and/or the Terms of our **ARBITRATION POLICY**.
- J. These disclaimers and exclusions apply to all content, merchandise, and services available on or through this website.
- K. The foregoing limitations of liability do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions.

INTELLECTUAL PROPERTY

- A. Except for any trademarks belonging to third parties, the entire contents of this website are owned by Intermax by virtue of copyright, trademark, international treaties, and other laws. You may not copy, reproduce, or forward any portion of this website for any purpose.
- B. Certain trademarks, trade names, service marks, graphics, photographs, and logos used or displayed on this website are registered and unregistered trademarks, trade names, service marks, graphics, photographs, or logos belonging solely to Intermax, or its affiliates. In addition, the arrangement and design of such elements on our website, and the underlying source code, are the sole property of Intermax. You are forbidden from copying or using any and all in any manner without the prior written consent of Intermax or other respective owner.

DATA PRIVACY AND SECURITY

- A. Intermax does not sell databases containing our customers' personal information to third parties. We are committed to safeguarding your personal information and your privacy.
- B. We may contact you to inform you of other products and services that we believe may be of interest to you.
- C. If we are under an order from a court of law, law enforcement authority, or regulatory agency to render personal details of our customers, such a legal mandate may leave us no choice but to comply. Please be aware that every business, both on and off the internet, is subject to the same privacy limitation.
- D. When you order products and provide certain personal information, such as your contact details, credit/debit card details, or other payment details, this information may be processed by us on servers that reside outside North America or the European Union. By placing orders for the products, you consent to the transfer of your data to the location(s) where our servers reside.
- E. We may use a third party credit card merchant to take your payment. This third party will check and process your payment details. There are strict obligations that govern the handling of personal data by credit card merchants. However, we cannot be held responsible for actions by such third parties. We accept no liability for loss and/or damage that you may suffer as a result of a third party's acts and/or omissions. We advise you to

- print and retain a copy of each credit card transaction for future reference.
- F. There is an inherent risk that any communication, whether by e-mail, post, fax, or telephone, can be intercepted by third-parties. We do not accept any liability for external compromise of security and/or confidentiality in relation to transmissions sent by any of these media.
 - G. Our site may place cookies on your computer. Cookies are software applications placed on your hard drive by many websites. The aim of a cookie is to track your website preferences and habits in order to make visits more productive. You should ensure that your browser software is set not to accept cookies if you do not wish to receive them.
 - H. You shall not use this website and any service made available to you via this website to attempt to gain access to and/or interfere with the functioning, operation or security of any network and/or system or in order to monitor a third party's use of the internet.

RETURNS/REFUNDS POLICY

- A. We are confident that you will be satisfied with the products you order. Therefore, we offer you a refund of the price you pay for the products if you are dissatisfied, although we may deduct from the refunded purchase price any shipping and handling charges.
- B. In order to qualify for a refund, you must provide us all the information we ask for, and comply with all other terms specified on this website for such purpose.
- C. To claim your refund under this guarantee, please call our Customer Service Department Toll Free (in English) 1-800-219-8842, (in Spanish) 1-800-390-1164; from Puerto Rico please call 1-888-241-2221.
- D. To view other terms of our refunds and returns policy please read our **GUARANTEE**.

LINKS

- A. Intermax is not responsible for the content of any websites that link to this one, including such websites that review and/or promote Intermax's products and services. A link to this site from another website does not imply that Intermax endorses the contents of such websites or accepts the endorsements contained on such websites, or accepts any responsibility for the content or use of such other websites.
- B. This site may contain links to websites owned or operated by parties other than Intermax. Such links are provided for your reference only. Intermax does not control outside sites and is not responsible for their content nor their conformity to applicable laws. Intermax's inclusion of any links to an outside website does not imply any endorsement of the material on that site or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does Intermax's inclusion of the links imply that Intermax is authorized to use any trade name, trademark, logo, legal or official seal or copyrighted symbol that may be reflected in the linked site.

ENFORCEMENT

- A. No waiver by us of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same provision or other provision.
- B. If any provision of the Terms is held by a legal authority pertinent jurisdiction to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- C. We shall have no Liability to you for any delay in performance to the extent that such delay is due to any event outside our reasonable control including but not limited to acts of God, war, flood, fire, labor disputes, sub-contractor delays, strikes, lock outs, riots, civil commotion, malicious damage, explosion, governmental action and any other similar

- events. If we are affected by any such event, then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- D. All third party rights are excluded and no third party shall have any right to enforce these Terms.
 - E. For this particular Use, this agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Intermax with respect to this website. No modification of this agreement shall be effective unless it is authored by Intermax and physically signed in blue ink by a director of Intermax.
 - F. The rules of arbitration, as set forth at our **ARBITRATION POLICY** shall exclusively govern the enforcement of the Terms between you and us.

CUSTOMER SERVICE

If you are unhappy with any aspects of the products and/or services that we have provided to you or have any queries or comments regarding the products or service, please call us Toll Free (in English) 1-800-219-8842, (in Spanish) 1-800-390-1164; from Puerto Rico please call 1-888-241-2221, or e-mail the Customer Service Department address that appears in the Contact Us page of this website.