

## Disclaimer

This document outlines the terms and conditions establishing the use, disclaimers, and limitations of liability governing the use of this website (<http://www.energycureusa.com>, [www.energyslimcoffee.com](http://www.energyslimcoffee.com), [www.energycure.biz](http://www.energycure.biz), [www.enregycure.info](http://www.enregycure.info)).

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### **Medical Disclaimer**

The products and/or claims made about specific products found on this website have not been evaluated by the United States Food and Drug Administration. They are only recommendations and are not intended to diagnose, cure or prevent disease. The information presented on this site is not intended to replace advice from your physician or other health care professional or any information found on any product label or packaging. You should always consult with a qualified health care professional before starting any diet or supplementation program, especially if you are pregnant, nursing or taking prescription medications. Potential results from the products listed are based on standard reasons for use, and are sometimes based on studies and trials, but are not a guarantee.\*

### **Site Information**

We do our best to ensure that all information published on this website is accurate and current. We reserve the right to update and make corrections to information on the website at any time and without warning. We will not be held liable for any inaccurate information or for any information that has been omitted from the website.

### **Provision of Services**

You agree and acknowledge that our website is entitled to modify, improve, or discontinue any of its services at its sole discretion and without notice to you even if it may result in you being prevented from accessing any information contained in it. Furthermore, you agree and

acknowledge that we're entitled to provide services to you through subsidiaries or affiliated entities.

### **Proprietary Rights**

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### **Termination of Agreement**

The terms of this agreement will continue to apply in perpetuity until terminated by either party without notice at any time for any reason. Terms that are to continue in perpetuity shall be unaffected by the termination of this agreement.

### **Disclaimers of Warranties**

You understand and agree that your use of our website is entirely at your own risk and that our services are provided "as is" and "as available". We do not make any express or implied warranties, endorsements, or representations whatsoever as to the operation of our website, information, content, materials, or products. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected.

### **Limitation of Liability**

You understand and agree that neither we nor any of our subsidiaries or affiliates shall in any event be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to, damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or correction of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not we have been advised of or should have been aware of the possibility of such damages. In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed our liability is limited to the greatest extent permitted by law.

### **External Content**

Our website may include hyperlinks to third-party content, advertising, or websites. You acknowledge and agree that we're not responsible for and do not endorse any advertising, products, or resources available from such resources or websites.

**Jurisdiction**

You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the country, state, province, or territory determined solely by us to resolve any legal matter arising from this agreement or related to your use of our website. If the court of law having jurisdiction rules that any provision of the agreement is invalid, then that provision will be removed and the remaining provisions will continue to be valid.

**Purchase of Products and/or Services**

You understand that all sales of goods and services listed on this site, or agreed upon with written (electronic documentation will be considered within this category) or verbal consent with us or our affiliates are final. You may be subject to additional terms and conditions when you use, purchase, or access other services, the services of affiliates, third-party content or material.

**Entire Agreement**

You understand and agree that the above terms constitute the entire general agreement between you and us. You may be subject to additional terms and conditions when you use, purchase, or access other services, the services of affiliates, third-party content or material.

**Return Policy**

All sales are final. Unfortunately we are unable to accept returns due to the nature of our products.

**International Shipping Disclaimer**

At eNergyCure USA is also known as EC USA., we are proud to provide services and products to all of our customers over the world.

eNergyCure USA is also known as EC USA., is not responsible for any customs restrictions, tariffs, or other regulations that may apply in countries other than the United States. If you have any questions or concerns, we encourage you to speak with your customs office. We will ship any products you order to the address you provide us.

As the laws are different in every country and they change often, eNergyCure USA is also known as EC USA. cannot keep up with all of them. It is your responsibility to check with your country's Customs Office to see if your country allows the importation of the diet supplements you are ordering.

We will follow the exact directions you provide us in your order. We will ship the products you order to the address you provide. We will ship the products you order at the rates you have agreed to. If for whatever reason the order/package is seized by Customs Officials, we will not issue a refund unless all products are returned to us in their original condition. Most orders make it through customs fine; however, if the order is returned to us by Customs Officials, you are still responsible for any shipping charges. There may also be a return shipping and handling fee that you will be responsible for as well. Once the package is returned to us, we will contact you and refund you for the products minus any shipping and handling fees.

Any duties or taxes that may apply are also your responsibility.

If the package is not sent back to us or if it is destroyed, we will not issue a refund. We followed your directions and those directions caused the products to be seized. We apologize for any inconvenience this may have caused.

By placing an order with us you are agreeing to the terms above.

These statements are not made to cause alarm; we seldom have problems with international orders. We just want to make sure the terms of the order are clear.

## **Privacy Policy**

What information do we collect?

We collect information from you when you place an order or fill out a form. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our site anonymously. Google, as a third party vendor, uses cookies to serve ads on your site. Google's use of the DART cookie enables it to serve ads to your users based on their visit to your sites and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways: To process transactions:

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential. After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be stored on our servers.

Do we use cookies?

Yes (Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information We use cookies to compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

#### California Online Privacy Protection Act Compliance

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent.

#### Childrens Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Childrens Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

#### Your Consent

By using our site, you consent to our privacy policy.

#### Changes to our Privacy Policy

If we decide to change our privacy policy, we will update the Privacy Policy modification date below.

This policy was last modified on 06/02/2013

#### **Changes to Our Disclaimer**

We reserve the right to modify these terms from time to time at our sole discretion and without any notice. If we decide to change our disclaimer, we will post those changes on this page and update the date below.

This disclaimer was last modified: 06/02/2013

#### **Contacting Us**

Please contact us with any concerns or questions using the information below:

<http://www.energyslimcoffee.com/info>