

TERMS AND CONDITIONS OF USE

CAREFULLY READ AND UNDERSTAND THESE TERMS BEFORE ORDERING ANY PRODUCT THROUGH

ATTENTION: This is a legal agreement (the "Agreement") between You, the individual, company or organization ("you," "your," "our," "Company" or "Male Enhancement Formula "). By ordering, accessing, using or purchasing Male Enhancement Formula ("Product") through the "Website"), you are agreeing to be bound by, and are becoming a party to, this Agreement. We may at our sole and absolute discretion modify or amend this Agreement at any time without notice. It is your sole responsibility to review this Agreement for changes prior to use of the Website.

IT IS STRONGLY RECOMMENDED THAT YOU REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ORDERING ANY PRODUCT THROUGH THE WEBSITE

Terms and Conditions

Please carefully read the following terms and conditions as when you purchase any of the products from our web site (Male Enhancement Formula). These terms and conditions apply to all orders placed on the website (Male Enhancement Formula). Your order will not be processed unless you check the box near the terms and conditions signifying that you agree to these terms and conditions.

This Agreement is between Male Enhancement Formula and you ("you" or "Customer") This Section sets forth the terms and conditions for the purchase of Male Enhancement Formula (as defined below) and any other subscription product or service offered for sale by Male Enhancement Formula ("Product").

The right to use any product or service offered by Male Enhancement Formula is personal to you and is not transferable to any other person. We reserve the right to make changes to the website (Male Enhancement Formula), policies, and these terms at any time without notice.

1. Sample Offer Terms

Sample Offer is designed to display the quality and effectiveness of the Male Enhancement Formula product. This gives you the opportunity to try the product with shipping and handling so you can come to a decision for yourself if this is the right product for you.

Upon ordering, you agree to pay **\$6.97 shipping and handling** for the sample bottle as well as agree to enrollment in the Customer Preferred Program. After the 30 day trial period ends, nothing and in **14 days** from the date you purchased you will be charged the low rate of **\$119.97** for the product you received. After 14 days, we will send another fresh 1 month supply of Male Enhancement Formula (1 bottle) and your credit card on file will be billed the Member Price plus shipping and handling. That is a savings of over 30% the regular price of a 1 month supply of Male Enhancement Formula .

Please remember that most customers see noticeable results after using this product consistently for at least 3 months. By being a member you will be entitled to receive special offers and promotions from us and our 3rd party partners that only our Customer Preferred Program members receive.

You are not obligated to remain in the program after you receive your Sample Offer of Male Enhancement Formula and you can cancel your enrollment at any time. You will receive your 30 day supply bottle or anytime thereafter by contacting Male Enhancement Formula Customer Care.

To avoid being charged for your 30 day monthly supply, you must cancel your enrollment before your sample offer period ends. Please call 1-855-204-4869 Monday thru Friday 9am-5pm Eastern Standard Time or contact our support department at support@maleperformance.com

You may be offered an additional Sample Offer product of Alpha XTRM in which you will have 14 days from the date of purchase to accept the offer. The terms and conditions as above.

You may also be offered additional products that are not part of an evaluation period however are offered at a discounted price from the regular price.

2. Return Policy

You have **30 days** to request a refund after you receive your order. Refunds are not given for sample bottles. Please contact Customer Care for more information.

You have **30 days** to request a refund after you receive your order. Refunds are not given for sample bottles. Please contact us for each unopened unit you send back to us only. You will need to send in the unopened unit back to the address provided below, **minus shipping and handling and a 35% restocking fee**. Refused or returned packages that are sent to us without prior approval will not be refunded.

Return Address

Fulfillment Center
C/O Male Enhancement Formula
P.O. Box 153201 Suite 1093
Tampa, FL 33684

We are not responsible for lost or stolen items. We recommend all returned items to be sent using some type of delivery confirmation.

After the shipping department receives your return, it generally takes 7 business days or sooner to process your refund. Once a refund is processed, it may take 7-10 business days for the refund to be posted to your account, depending on your financial institution.

3. Negative Option Clause

THIS CONSUMER TRANSACTION INVOLVES A NEGATIVE OPTION, AND THAT YOU MAY BE LIABLE FOR PAYMENT OF FUTURE MONTHLY CHARGES OF \$119.97 PLUS \$9.97 SHIPPING AND HANDLING PER MONTH IF YOU FAIL TO NOTIFY THE SUPPLIER WITHIN 30 DAYS OF RECEIVING YOUR ORDER. THIS AGREEMENT DESCRIBED.

4. Billing Support

Please contact **Male Enhancement Formula** Customer Care by email or phone for any billing issues you may have.

Toll Free Customer Care: 1-855-204-4869
Customer Care: support@maleperformance-news.com
Hours: M-F 9AM-5PM EST

5. Order Acceptance and Decline

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute an agreement to sell. You have the right to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your order is declined, you will receive a prompt refund credit to your account.

We make every effort to maintain the availability of our Site. However, should we experience technical difficulties, we are not responsible for any interruption of service.

6. Fees and Taxes

6.1 Fees

You shall pay the costs listed for the products and services you purchase on the Site, in accordance with these Terms. We may charge a processing fee for all credit card transactions. Unless otherwise stated, all fees are quoted in U.S. Dollars.

6.2 Payment Terms

We will debit all fees payable by You to **Male Enhancement Formula** directly from the credit card account designated by You when you place an order.

You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address, and phone number. You must provide such information within 15 days of the change.

You agree that we may, at our sole discretion, suspend or terminate your purchases on the Site if, for any reason, your credit card is not in good standing. You also agree that we may, at our sole discretion, require you to pay any outstanding balance or overdue amount by means acceptable to us. If you are unable to pay your balances due, you agree to reimburse us for all expenses incurred to recover sums due, which may include reasonable attorney fees.

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to shipment.

We accept VISA and MASTERCARD for all purchases. You represent and warrant that (i) the credit card information you supply to us will be honored by your credit card company, and (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes.

6.3 Taxes

All fees under this Agreement exclude all applicable sales, use, and other taxes and government charges, whether federal, state or local taxes (other than taxes based on **Male Enhancement Formula**'s income), fees, duties, and charges, and any related penalties and interest under these Terms.

7. Changes in Products and Pricing

We reserve the right to discontinue products and services at its sole discretion at any time without notice to You. To the extent that the availability of products or services, You should not rely on such information, and we will not be liable for any lack of availability of products or services.

All pricing for the products and services available on the Site is subject to change. For all of our prices and products, we reserve the right to change prices, conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

Herbal Safety Guidelines

Before using an herb you are unfamiliar with, find out its medicinal properties. Research it thoroughly and/or consult with an appropriate health care provider. If you are taking prescription drugs, or have a medical condition, check with an appropriately qualified practitioner before using herbs for health purposes. According to product dosage and other instructions. For example, consuming a greater amount than the recommended dosage may cause adverse effects. Different constitutions, sensitivities, allergic reactions and possible health conditions. The following are some guidelines for using herbs.

Should I check with my doctor or healthcare provider before using a supplement?

This is a good idea, especially for certain population groups. Dietary supplements may not be risk-free under certain circumstances. If you have a medical condition, such as, diabetes, hypertension or heart disease, be sure to consult your doctor or pharmacist before purchasing dietary supplements. Although dietary supplements are widely used and generally considered safe, you may wish to check with your doctor or pharmacist before taking a dietary supplement in place of drugs or in combination with any drug, tell your health care provider first. Many supplements contain herbs and their safety is not always assured in all users. If you have certain health conditions and take these products, you may be placing yourself at risk.

Some supplements may interact with prescription and over-the-counter medicines.

Taking a combination of supplements or using these products together with medications (whether prescription or OTC drugs) could be dangerous. Be alert to advisories about these products, whether taken alone or in combination. For example: Coumadin (a prescription medicine) and vitamin E (a vitamin supplement) can each thin the blood, and taking any of these products together can increase the potential for bleeding. Consult your health care provider about any possible adverse interactive effects involving supplements and medications that you may be taking.

Some supplements can have unwanted effects during surgery.

It is important to fully inform your doctor about the vitamins, minerals, herbals or any other supplements you are taking, especially if you are having surgery. Stop taking these products at least 2-3 weeks ahead of the procedure to avoid potentially dangerous supplement/drug interactions -- such as blood thinning -- that could adversely affect the outcome of your surgery.

9. Legal Disclaimer

Statements made by **Male Enhancement Formula** have not been evaluated by the food and drug administration. The FDA does not evaluate dietary supplements for safety and effectiveness. We do not diagnose, treat, cure or prevent any illness or disease. Consult with your physician for diagnosis or treatment. Use herbs as per instructions.

The information presented on this site is not presented with the intention of diagnosing any disease or condition or prescribing any treatment. It is for informational purposes only. The information is for informational purposes only and is not intended to replace the maintenance and promotion of good health in cooperation with a licensed medical practitioner.

In the event that any individual should use the information presented on this website without a licensed medical practitioner's approval, the user assumes all liability for any adverse effects.

No responsibility is assumed by **Male Enhancement Formula**, the author, publisher or distributors of this information should the information be used for any services.

No guarantees of any kind are made for the performance or effectiveness of the products or ingredients mentioned on this website, traditional and historic use of a given herb, or on clinical trials that are generally not, or may not be, recognized by any US government agency.

This information has not been evaluated or approved by the US Food and Drug Administration for the diagnosis, treatment or cure of any disease. Rigorous double-blind clinical trials required before a particular product can be deemed truly beneficial and safe and prescribed for medical use.

10. Limitation of Liability

Male Enhancement Formula neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement. In any circumstances will **Male Enhancement Formula** be liable for any loss or damage caused by your reliance on information obtained from **Male Enhancement Formula**. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, or any statement made by **Male Enhancement Formula**. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, limited to financial, health, or lifestyle information, opinion, advice or other content.

IN NO EVENT SHALL **Male Enhancement Formula**, ITS SUPPLIERS, OR SERVICE PROVIDERS, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF SOFTWARE, THE PRODUCTS AND SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). **Male Enhancement Formula**'S SERVICE PROVIDERS', CUMULATIVE LIABILITY, AND THE LIABILITY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF FEES YOU PAY TO **Male Enhancement Formula** FOR PRODUCTS PURCHASED ON ITS WEBSITE AND (II) ONE HUNDRED U.S. DOLLARS (U.S. \$100).

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THESE LIMITATIONS MAY NOT APPLY TO YOU.

11. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY. WE MAKE NO WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES AND MATERIALS WILL BE ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED BY US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.

THIS SITE MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAKE NO WARRANTY THAT THIS SITE, INCLUDING BUT NOT LIMITED TO THE PRICE STRUCTURE AND DESCRIPTIONS OF ANY PRODUCTS LISTED ON THIS SITE, OR MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS SUBJECT TO OUR TERMS AND CONDITIONS. WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS OR DATA FROM OUR ACTIVITIES.

THROUGH YOUR USE OF THE SITE, YOU MAY HAVE THE OPPORTUNITIES TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. WE ACKNOWLEDGE THAT ALL TRANSACTIONS RELATING TO ANY MERCHANDISE OR SERVICES OFFERED BY ANY PARTY ARE SUBJECT TO THE TERMS, PAYMENT TERMS, WARRANTIES, GUARANTEES, MAINTENANCE AND DELIVERY TERMS RELATING TO SUCH TRANSACTIONS BETWEEN THE SELLER OR PURCHASER OF SUCH MERCHANDISE AND SERVICES AND YOU. WE MAKE NO WARRANTY REGARDING ANY SUCH TRANSACTIONS IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY SEPARATELY FROM ANY SERVICES PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE, AND SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR OUR AFFILIATES.

CONTENT AVAILABLE THROUGH THIS SITE OFTEN REPRESENTS THE OPINIONS AND JUDGMENTS OF AN INFORMATIONAL SOURCE. WE DO NOT ENDORSE, NOR ARE WE RESPONSIBLE FOR ANY SUCH OPINIONS, ADVICE, OR STATEMENT.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Indemnification.

You agree to defend, indemnify and hold harmless Male Enhancement Formula, its affiliates and their respective directors, officers, employees, agents, independent contractors, consultants, vendors, service providers, subcontractors, partners, franchisees, licensees, and other third parties, from and against all damages and expenses, including attorneys' fees, incurred by us, arising out of your use of the website (Male Enhancement Formula website), and/or your breach of this Agreement.

12.1 Arbitration Agreement

You and Male Enhancement Formula agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and the Federal Arbitration Act ("FAA"), and not by any state law concerning arbitration; and that any dispute between us relating to our web site, the services we provide, or the purchase, order, or use of Male Enhancement Formula, either of us against any agent, employee, subsidiary, affiliate, predecessor in interest, successor, or assign of the other, will be resolved by arbitration. Disputes arising from an alleged violation of intellectual property rights or breach of confidentiality, for which the injured party may be entitled to preliminary injunctive relief, an injunction, specific performance or other equitable relief and/or legal remedies, and actions to enforce such rights, shall be taken in any court of competent jurisdiction. You and Male Enhancement Formula further agree that any determination regarding the validity, enforceability, or interpretation of this agreement will be made by the arbitrator, not by any court. **BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL.** In arbitration, a dispute is resolved by a neutral arbitrator or panel of arbitrators, rather than by a judge or jury. An arbitrator can award the same relief that a court can award. The arbitration will be administered by the American Arbitration Association's Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules") then in effect. If the AAA Rules and forms and instructions for initiating arbitration by visiting the AAA website at www.adr.org, or by calling 1-800-778-9888 are unavailable, the parties shall mutually select another arbitration forum. If you initiate arbitration, Male Enhancement Formula will not be required to participate in arbitration unless you have been required under AAA's Procedures once you have notified Male Enhancement Formula in writing and provided a copy of the AAA Rules. Male Enhancement Formula is the prevailing party in the arbitration, applicable law may allow the arbitrator to award attorneys' fees and a filing fee.

12.2 Class Action Waiver

There shall be no right or authority for any claim to be arbitrated on a class action basis or in a purported representative capacity, or to be brought as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class in any arbitration. The arbitrator may not consolidate more than one person's claims against Male Enhancement Formula and may not proceed on a class or representative basis against Male Enhancement Formula. You acknowledge that this class action waiver is material and essential to the arbitration of your claims under this agreement to arbitrate claims. If any portion of this class action waiver is limited, voided, or cannot be enforced, then the parties' agreement to arbitrate claims shall be null and void. **UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST Male Enhancement Formula AS AN INDIVIDUAL, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO THE FOREGOING TERMS AND CONDITIONS, YOU MUST TELL US IN WRITING AND RETURN THE PRODUCT OR WEB SITE, AND RETURN THE PRODUCT FOR A REFUND WITHIN 30 DAYS OF YOUR FIRST ORDER OF THE PRODUCT.**

13. Notification of Changes

If we decide to change our Policy, we will post these changes on our Homepage or provide other notification of our revised Policy. We will also notify you of any changes to the information we collect, how we use it, and when we disclose it.

14. General

14.1 Governing Law

This Site (excluding any linked sites) is controlled by us from our offices within San Pedro, Belize. It can be accessed from all 50 states and each of these places has laws that may differ from those of Belize, by accessing this Site both of us agree that the statutes and laws of Belize, the Uniform Commercial Code, the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Site through this Site. We and you each agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts in Belize for all matters.

14.2 Legal Compliance

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding Your use of the Site.

14.3 Force Majeure

Except for the payment of any fees due and payable under this Agreement, neither party's delay in the performance of any duties or obligations shall constitute a breach of this Agreement.

Except for the payment of any fees due and payable under this Agreement, neither party's delay in the performance of any duties or breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, failures in electrical service, or other causes beyond the control of the party.

14.4 Notices

Except as explicitly stated otherwise, any notices shall be given by email to Male Enhancement Formula (Attn: support@maleperformance.com) and to the email address You provide to us during the purchase process (in Your case). Notice shall be deemed given unless Male Enhancement Formula is notified that the email address is invalid. Alternatively, we may give You notice by certified mail to the address provided to us during the purchase process. In such case, notice shall be deemed given three (3) days after the date of receipt.

14.5 Assignment

You shall not assign, transfer or delegate this Agreement or any rights or obligations hereunder. Any assignment, transfer or delegation shall be null and void. You agree that this Agreement may be assigned by Male Enhancement Formula, in its sole discretion.

14.6 No Third-Party Beneficiary

You acknowledge and agree that nothing herein, express or implied, is intended to nor shall be construed to confer upon or give to any third party any remedies or other benefits with respect to or in connection with any agreement or provision contained herein or contemplated herein.

14.7 Severability Waiver

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall continue to act with respect to a breach by You or others does not waive our right to act with respect to subsequent or similar breaches.

14.8 Construction

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Words shall be construed "including without limitation," unless expressly stated to the contrary.

14.9 Survival

Sections 6 and 9-12 shall survive expiration or termination of this Agreement.

14.10 Additional Terms

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to the use of the Site:

- (a) User Agreement
- (b) Privacy Policy

In addition, when using particular services on the Site, You agree that You are subject to any posted policies or rules applicable to such services from time to time. All such posted policies or rules are hereby incorporated by reference into this Agreement.

14.11 Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us and you concerning the subject matter hereof. These Terms of Conditions and Sale may be modified from time to time by us, or by the use of any other document(s) submitted by you. Any attempt by you to alter, supplement or amend this document or to enter an oral agreement that alters terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent any such agreement conflicts or is inconsistent with this Agreement, then this Agreement shall take precedence.



†The statements made on our websites have not been evaluated by the FDA (U.S. Food and Drug Administration). Our products are not intended to diagnose, cure or prevent any disease.

The information provided by this website or this company is not a substitute for a face-to-face consultation with a health care professional and should not be construed as individual medical advice. The testimonials on this website are individual cases and do not represent the results of a clinical trial.

Due to the nature of this product and to protect the privacy of the individuals, actual names and photos in the testimonials have been changed. Individuals are remunerated for their testimonials.

The information provided by this website is for informational purposes only and is not intended as a substitute for the advice of a health care professional or any information contained on or in any product label or packaging. You should consult your health care professional for diagnosis or treatment of any health problem or for prescription of any medication or other treatment. Always check with your health care professional before starting any diet, exercise or supplementation program, before taking any medication, and before you take any other health product. You should not stop taking any medication without first consulting your health care professional.

Results featured on this website are typical. As individuals differ, so will results. Always check with your health care professional about any supplements and your specific health conditions and/or allergies.