

Terms and Conditions of Use

Effective Date: 2/5/2026

These Terms and Conditions ("Terms") govern your access to and use of the ReCon-X™ website and the purchase or use of any products offered therein. By accessing this website or placing an order, you agree to be bound by these Terms.

1. Definitions

- **"Company"** refers to Clear Choice Labs Inc., operating the ReCon-X™ brand.
 - **"Website"** refers to all webpages operated under the ReCon-X™ domain.
 - **"Products"** refers to all materials, solutions, and items offered for sale by the Company.
 - **"RUO" (Research Use Only)** means products intended solely for in-vitro laboratory research purposes.
 - **"Customer" or "User"** refers to any individual or entity accessing the Website or purchasing Products.
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2. Research Use Only Disclaimer

All Products offered by ReCon-X™ are intended **strictly for laboratory research use only**.

Products are **NOT**:

- For human or animal use or consumption
- For diagnostic, therapeutic, or clinical purposes
- Approved by the U.S. Food and Drug Administration (FDA) to diagnose, treat, cure, mitigate, or prevent any disease

All information provided on this Website is for **informational and educational purposes only** and must not be used as a substitute for professional, medical, or regulatory advice.

3. Eligibility & Age Requirement

This Website is intended for use by **adults eighteen (18) years of age or older**.

By accessing this Website or purchasing Products, you represent and warrant that:

- You are at least 18 years of age
- You are a qualified researcher, laboratory professional, institution, or individual acting on behalf of a research organization

- You possess the necessary knowledge, training, and facilities to safely handle laboratory research materials

The Company reserves the right to refuse service, cancel orders, or request verification of eligibility at its sole discretion.

4. Orders, Payments, and Billing

All prices are listed in U.S. Dollars unless otherwise stated and are subject to change without notice.

- Payment must be received in full prior to shipment
- The Company reserves the right to refuse or cancel any order
- Orders may be screened for compliance and legitimacy

Due to the nature of research products, **ALL SALES ARE FINAL**, except as expressly stated in Section 5.

5. Shipping, Risk of Loss, and Returns

Products are shipped under standard laboratory handling conditions.

- Title and risk of loss pass to the Customer upon transfer to the carrier
- Customer is responsible for all import, customs, and regulatory compliance

Returns: Returns are not accepted except in cases of verified shipping error or damaged goods. Claims must be reported within five (5) business days of delivery.

6. Restrictions on Use

Customer agrees not to use Products:

- In humans or animals
- For clinical trials or medical applications
- As food, drugs, cosmetics, or household chemicals
- In violation of any applicable law or regulation

Customer assumes full responsibility for proper testing, handling, storage, labeling, and disposal of Products in accordance with applicable safety and regulatory standards.

7. Assumption of Risk

Customer acknowledges that research materials may involve inherent hazards. By purchasing Products, Customer affirms they understand and accept all risks associated with handling and use.

8. Warranties Disclaimer

Products are provided "AS IS" and "AS AVAILABLE", without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

The Company warrants only that Products conform to stated specifications at the time of shipment.

9. Limitation of Liability

To the fullest extent permitted by law, Clear Choice Labs Inc. and ReCon-X™ shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from the use or misuse of Products or the Website.

In no event shall total liability exceed the purchase price of the Product giving rise to the claim.

10. Indemnification

Customer agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, affiliates, and agents from any claims, damages, losses, or expenses arising from Customer's use, handling, storage, or distribution of Products.

11. Intellectual Property

All trademarks, product names, content, documentation, images, and designs on this Website are the exclusive property of Clear Choice Labs Inc. or its licensors. No license is granted except as expressly stated.

12. Export Controls

Products may be subject to U.S. and international export control laws. Customer agrees not to export, re-export, or transfer Products in violation of applicable laws.

13. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the **State of California**, without regard to conflict-of-law principles.

Any disputes shall be resolved exclusively in the state or federal courts located in **Orange County, California**.

14. Modifications

The Company reserves the right to update or modify these Terms at any time. Continued use of the Website constitutes acceptance of any changes.

15. Entire Agreement

These Terms constitute the entire agreement between the Company and the User regarding use of the Website and Products and supersede all prior agreements or understandings.

16. Payments, ACH, Chargebacks, and Fraud Prevention

All payments must be authorized at checkout and are processed through third-party payment processors, including but not limited to credit card networks and ACH providers. By submitting payment information, you represent that you are authorized to use the selected payment method.

- **ACH & Card Authorization:** You authorize the Company to debit the full purchase amount, including applicable taxes and shipping fees.
 - **Chargebacks:** Unauthorized or improper chargebacks constitute a breach of these Terms. The Company reserves the right to dispute chargebacks, suspend accounts, and recover associated fees.
 - **Fraud Prevention:** Orders may be delayed, canceled, or refunded if fraud, abuse, or policy violations are suspected.
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17. Website Use & Prohibited Conduct

You agree not to use the Website or Products:

- For human or animal consumption, application, or diagnosis
- To make or imply medical, therapeutic, or performance claims
- To resell Products for prohibited or regulated uses
- To violate any local, state, federal, or international law
- To interfere with Website security, functionality, or data integrity

The Company may suspend or terminate access for violations without notice.

18. Advertising, Marketplace, and Claims Compliance

Customer acknowledges that Products are marketed and sold strictly as **Research Use Only (RUO)** materials. Customer agrees not to represent Products in any manner inconsistent with:

- FDA regulations
- Amazon, Google Ads, or other marketplace advertising policies
- Applicable consumer protection or labeling laws

Any misuse of Product descriptions, images, or documentation that could imply human, veterinary, diagnostic, or therapeutic use is strictly prohibited.

Entire Agreement & Acceptance

Except as expressly provided in a specific legal notice on this Site, these Terms and Conditions constitute the entire agreement between you and the Company regarding your access to and use of this Site, its Content, and the purchase of Products.

By accessing this Site, placing an order, or purchasing Products through our Website or authorized third-party vendors, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, as well as our Shipping and Refunds Policy.