

# Terms of Service

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## General

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We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

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You acknowledge and agree that any contributions originally created by you for us shall be deemed a “work made for hire” when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to SIMPLE PROMISE from their creation. Thus, SIMPLE

PROMISE shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as SIMPLE PROMISE determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a “work made for hire” under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to SIMPLE PROMISE all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted material which are reproductions of prior works by you shall be co-owned by us.

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## **Disclaimers**

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You agree at all times to defend, indemnify and hold harmless SIMPLE PROMISE its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

### **Online Commerce**

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms,

conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that SIMPLE PROMISE shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

### **Interactive Features**

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user - you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.

- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.

- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

SIMPLE PROMISE may host message boards, chats and other private/public forums on its Sites and on other platforms. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, groups, chats or other such forums in the future. SIMPLE PROMISE or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by SIMPLE PROMISE staff, SIMPLE PROMISE's outside contributors, or by users not connected with SIMPLE PROMISE, some of whom may employ anonymous user names. SIMPLE PROMISE expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of SIMPLE PROMISE or any of its subsidiaries or affiliates.

SIMPLE PROMISE has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or

other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

## **Registration**

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

## **Passwords**

To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security,

and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

### **Passwords**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS. THIS SITE IS CONTINUALLY UNDER DEVELOPMENT AND SIMPLE PROMISE MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

WITH REGARDS TO CONTENT RELATING TO HEALTH & WELLNESS ON THE SITE:

THIS SITE OFFERS HEALTH, WELLNESS, FITNESS AND

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### **Termination**

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

### **Refund Policy**

You are protected by our 365 day money back guarantee. If you are unhappy with the product in anyway, please contact our [customer service at the support link](#).

## **Persona Use**

For privacy purposes, the author has chosen the pseudonym “Alex De Pizzo”.

## **Testimonial Disclaimer**

In accordance with the FTC guidelines concerning use of endorsements and testimonials in advertising, please be aware of the following:

Testimonials appearing on this site are actually received via text, audio or video submission. They are individual experiences, reflecting real life experiences of those who have used our products and/or services in some way or another. However, they are individual results and results do vary. We do not claim that they are typical results that consumers will generally achieve. The testimonials are not necessarily representative of all of those who will use our products and/or services.

The testimonials displayed (text, audio and/or video) are given verbatim except for correction of grammatical or typing errors. Some have been shortened. In other words, not the whole message received by the testimonial writer is displayed, when it seemed lengthy or not the whole testimonial seemed relevant for the general public.

Do take note that any images or names used in the testimonials have been changed to protect the privacy of those individuals.

We are not responsible for any of the opinions or comments posted to our site. SIMPLE PROMISE PTE LTD is not a forum for testimonials, however provides testimonials as a means for customers to share their experiences with one another. SIMPLE PROMISE PTE LTD does not share the opinions, views or commentary of any testimonials on this site, and are strictly the views of the reviewer.

Additionally, these testimonials are not intended to make claims that these products can be used to diagnose, treat, cure, mitigate

or prevent any disease. These claims have not been clinically proven or evaluated by the FDA.

### **Other**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by us infringe your copyright, you, or your agent may send to us a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon our actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to us a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. For further information contact us at our customer support link.

This Agreement shall be binding upon and inure to the benefit of SIMPLE PROMISE and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of SIMPLE PROMISE. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by SIMPLE PROMISE to any affiliated entity or any of its wholly owned subsidiaries.

### **Dispute Resolution:**

These Terms of Use shall be governed by and construed in accordance with the laws of Singapore and any dispute shall be subject to binding arbitration in Singapore.

### **Class Action Waiver**

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

### **Severability**

If any clause within these Terms of Service (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from these Terms of Service, and the remainder of these Terms of Service will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

### **SMS Marketing**

By consenting to Simple Promise's SMS marketing on our website, or in the checkout and initializing a purchase or subscribing via our subscription tools, you agree to receive recurring text notifications (for your order, including abandoned checkout reminders), text marketing offers, and transactional texts, including requests for reviews from us, even if your mobile number is registered on any state or federal do-not-call list. Message frequency varies, but you may receive up to 10 messages per month. Consent is not a condition of purchase.

If you wish to unsubscribe from receiving text marketing messages and notifications, reply with STOP to any mobile message sent from us or use the unsubscribe link we provided

you within any of our messages. You understand and agree that alternative methods of opting out, such as using alternative words or requests, will not be considered a reasonable means of opting out. We do not charge for the service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply.

For any questions, please text HELP to the number you received the messages from. You can also contact us at [here](#) for more information.

We have the right to modify any telephone number or short code we use to operate the service at any time. You will be notified on such occasions. You agree that any messages you send to a telephone number or short code we have changed, including any STOP or HELP requests, may not be received, and we will not be liable for honoring requests made in such messages.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

Your right to privacy is important to us. You can see our [Privacy Policy](#) to determine how we collect and use your personal information.

In addition, you agree to our Messaging Terms ([https://terms.pscr.pt/legal/shop/truegenics/terms\\_of\\_service](https://terms.pscr.pt/legal/shop/truegenics/terms_of_service)) and Messaging Privacy Policy ([https://terms.pscr.pt/legal/shop/truegenics/privacy\\_policy](https://terms.pscr.pt/legal/shop/truegenics/privacy_policy)).