



Nature's Frequencies TERMS & CONDITIONS

04/06/20

ATTENTION: This is a binding Agreement (the "Agreement") between You, the individual or entity accessing, using or purchasing Product from this Website ("you," "your" or "Customer") and Its That Cool, LLC ("Natures Frequencies...", "we," "our" or "Company") the owner and administrator of this Website and all content contained herein (collectively, "Website").

The Company reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at by posting the amended Terms. Please check these Terms periodically for changes. Your continued use of the site or Services after the posting of changes constitutes your binding acceptance of such changes. In addition, when using any particular services/products, you may be subject to any posted guidelines, rules, product requirements or sometimes additional terms applicable to such services/products. All such guidelines, rules, product requirements or sometimes additional terms are hereby incorporated by reference into the Terms.

These terms and conditions apply to ALL transactions made on or through this Website. This Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act.

You manifest your agreement to the terms and conditions in this document by any act demonstrating your assent thereto, including clicking any button containing the words "I agree" or similar syntax, or by merely accessing the Website, whether you have read these terms or not. It is suggested that you print this form for your personal records.

By placing an order with us, you will be deemed to have read, understood, and agreed to these Terms and Conditions of Use (collectively, "Terms"). If you do not agree to be bound by these Terms, you may not access or use the Website, or purchase any Product(s) through the Website. By accessing, using or ordering Product(s) through the Website, you affirm that you have read this Agreement and understand, agree and consent to all Terms contained herein.

IT IS STRONGLY RECOMMENDED THAT YOU REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING, USING OR BUYING ANY PRODUCT THROUGH THE WEBSITE

For product support, please contact
office@naturesfrequencies.com

1. Shipping/Handling & Returns

1.1 Shipping and Handling

Charges/Refund Policy, you will be responsible to pay the shipping and handling charges that you selected upon ordering the Product. However, if you have encountered an error in your order Company may, at its discretion, refund your Shipping and Handling. If you suspect any errors in your order, please contact our Customer Care Department.

Shipping and Handling only pertains to physical products such as all of NATURES FREQUENCIES' initial products as shown on the Website and any additional products. Any and all digital style products such as the NATURES FREQUENCIES marketing system and/or any online web style offerings are deployed immediately upon registration or upgrade payments.

1.2 Shipping Time

Your order will be processed within 3 business days from the time of order placement. Domestic (USA) Shipping time is estimated to be two to four (2-4) calendar days after order processing by USPS or best available carrier. International Shipping Time (Outside USA) is estimated to be two to ten (2-10) calendar days after order processing by DHL, FedEx, USPS, or best available carrier. These periods could be longer based on back order status, manufacturing timeframes, and economic conditions. Any and all delays will be noted in all affiliates back office.

1.3 Product Returns

(Applicable to all Products Ordered from Company)

You may return any unused and unopened item purchased from us for any reason within fourteen (14) days of your purchase date. If you return a partial amount of merchandise, you will forfeit the free product and receive a refund on the discount price per item based on the total purchase. Each unopened product will have a restocking fee of \$5.00 per product packet. Your complete satisfaction is our goal. You may return any item shipped by Company, keeping the following in mind:

- You should return the item to us within 14 days of your purchase date.
- Shipping and Handling Fees are Non-Refundable.

To request a refund, you must obtain an RMA (Return Authorization). Requests must be made via phone or email and submitted with your order information. If you return your product without a RMA number, you will not be refunded. Shipping and handling charges are nonrefundable. For returns via mail, you must carefully package the product, you are responsible for the cost of return shipping, and we must physically receive the return within the 14-day period.

Company reserves the right, at its sole discretion, to reject any return that does not comply with these requirements. Once your return has been received, a credit to your card or refund check will be issued and an e-mail confirmation will be sent within 14 days. If you are dissatisfied with your product, send back your unused and unopened package for a full refund less shipping charges. We do not cover shipping costs for the return either. Within 14 days Returned Products must be sent to NATURES FREQUENCIES DISTRIBUTION CENTER, contact for address.

For any product wished to be returned please send an email requesting return instructions to: office@naturesfrequencies.com

Upon receipt of your email we date stamp your request. We then forward a return request to our suppliers whom in turn make the return arrangements. If this is a digital nature product your refund is processed immediately, and email confirmation sent within 5 business days. We are not responsible for lost or stolen items. We recommend all returned items to be sent using some type of third-party delivery confirmation system to ensure proper delivery.

2. Package Selections

Any and all packages and/or products being offered by NATURES FREQUENCIES will always be listed on the main master company Website and will also be listed in all affiliates back office systems under products and/or packages. All orders can be placed online through either system. NATURES FREQUENCIES may from time to time alter the packages being offered and will notify affiliates of any changes or substitutions via email and back office communication.

3. Important Health Information

The statements made on our Website(s) have not been evaluated by the FDA (U.S. Food & Drug Administration). These product(s) are not intended to diagnose, cure or prevent any disease or condition. The information provided by this Website, email, or this company is not a substitute for a face-to face consultation with your health care professional and should not be construed as individual medical advice. If there is a change in your medical condition, please stop using our product immediately and consult your health care professional. You should not use the information on our Website or email for diagnosis or treatment of any health problem or for prescription of any medication or other treatment. You should consult with a healthcare professional before starting any diet, exercise or supplementation program, before taking any medication, or if you have or suspect you might have a health problem. Do not use our supplements or weight management plans if you are pregnant, nursing, anorexic, bulimic, or under the age of 18. It is important to be aware of certain risks that have been associated with weight loss, including, but not limited to, diarrhea, constipation, loss of lean body mass, muscle cramps, fatigue, dry or cold skin, dizziness, hair loss, gout, headaches, irregular or stopping menstruation, and reduced tolerance to cold. Please remember that use of all weight management products should be in combination with a sensible diet that includes exercise and a calorie, carbohydrate, or fat restricted diet to achieve your goals.

4. Temporary Price Reduction

For your convenience and benefit, Company may temporarily reduce the price of your order for promotional purposes, or to ensure that your purchase order transaction is capable of being processed by your credit card company or processor.

5. Billing Errors

If you believe that you have been billed in error, please notify our Customer Care Department at office@naturesfrequencies.com If we do not hear from you within 180 days after such billing error first appears on any account statement, the billing will be deemed accepted by you for all purposes, including resolution of inquiries made by your credit card issuer. You are deemed to have released Company from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to Company within thirty (30) days of its appearance on your credit card account statement.

6. Representations/Disclaimers

It is our Company mission to provide our customers with the finest Products available. We believe in the efficacy of the Products we sell. You understand, however, that the statements on the Website, promotional materials and the Product have not been evaluated by the United States Food and Drug Administration, and the Product is not intended to diagnose, treat, cure or prevent any disease or condition. The information provided by our Websites or this Company is not a substitute for a face-to-face consultation with your health care professional and should not be construed as individual medical advice. Individual results will vary. The Product is intended for use by persons at least 18 years of age. If you are pregnant, nursing or taking any medication, you represent and warrant that you either have consulted, or will consult, with a health care professional before taking the Product, and you will cease immediately taking the Product and will contact a health care professional if you experience any ill effects or unintended side effects of the Product. We want you to have the most accurate information concerning the Product. The information we communicate to you about the Product and/or its efficacy is obtained from independent third parties such as educational institutions, scientific and news articles and agencies, nutritional specialists, scientific reports and researchers ("Information Sources"). We do not warrant or represent that Information Sources are not error-free, nor do we warrant any Information Source or the methods that they use to arrive at their conclusions. All Product specifications, performance data and other information on our Websites are for informational and illustrative purposes only, and do not constitute a guarantee or representation that the Product will conform to such specifications or performance data. We do not guarantee that you will have any specific or particular result or benefit from the Product, or that your experience will match those of others who use the Product. Individual results will vary from person to person.

7. Your Representations

You represent that you are at least 18 years of age and that you will not permit a person under 18 to order, or use, the Product. You represent that the information provided by you when placing your order is up-to-date, materially accurate and sufficient for us to fulfill your order in a timely and efficient manner. You are responsible for maintaining and promptly updating your account information with us and keeping such information (and any passwords given to you for the purposes of accessing the Website and/or purchasing Products) secure against unauthorized access. Unless agreed otherwise or required by applicable law, any warranties provided in relation to the Product only extend to you on the understanding that you are a user, and not a reseller, of the Product. You shall not re-sell, re-distribute or export any Product that you order from the Website. You agree to pay for the Product and any taxes, shipping or handling of Product as such costs are specified by us on the Website when you submit your purchase order. Payment shall be made prior to delivery and by such methods as indicated on the Website (and not by any other means unless we have given our prior consent to such alternative payment methods). The sale of Products on other online retail platforms (such as Amazon.com or eBay.com) is strictly prohibited.

8. Rejection, Damage, Or Loss In Transit

We shall not be liable, and you shall not be entitled to reject Product delivery, except for damage to the Product or any part thereof occurring in transit (where the Product is carried by our own transport or by a carrier on our behalf), and where we are notified of such damage within five (5) business days of your receipt of the Product.

9. Liability Limitation

TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT COMPANY WAS AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF THE PRODUCTS YOU ORDERED. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER. THE PRODUCTS ARE SOLD AND DELIVERED TO YOU "AS IS" WITH NO WARRANTY WHATSOEVER. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SECTION, WE MAKE NO EXPRESS WARRANTIES OR REPRESENTATIONS AND WE DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. Indemnification

You agree to defend, indemnify, and hold harmless Company, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from your misuse of the Website, or your breach of any of these terms and conditions of this Agreement. We shall promptly notify you by electronic mail of any such claim or suit and cooperate fully (at your expense) in the defense of such claim or suit. If we do not hear from you promptly, we reserve the right to defend such claim or suit and seek full recompense from you.

11. Notices

Any notice or other communications arising in relation to this Agreement shall be given by sending an e-mail to the latest email address that one party has notified in writing to the other. In the case of sending notices to you, Company will use the email address you provided to Company when you ordered your Product. Such notices or communications (where properly addressed) shall be considered received on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery, or the email having been opened; or (iii) the expiry of forty-eight (48) hours after transmission, provided that the sender has not received notification of unsuccessful transmission.

12. Termination

We reserve the right to terminate your access to or use of this Website and/or your subscription to the Product should we believe that you have violated any of the terms of this Agreement or if we believe you have sought, in bad faith, or any other conduct designed to injure, harass or disrupt this Website or the Company's business operations. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected.

13. Fraud

We reserve the right, but undertake no obligation, to actively report and prosecute actual and suspected credit card fraud or gaming activities. We may, in our discretion, require further authorization from you such as a telephone confirmation of your order and other information. We capture certain information during the order process, including time, date, IP address, and other information that will be used to locate and identify individuals committing fraud. If any Website order is suspected to be fraudulent, we reserve the right, but undertake no obligation, to submit all records, with or without a subpoena, to all law enforcement agencies and to the credit card company for fraud investigation. We fully reserve the right to cooperate with authorities to prosecute offenders of the law.

14. Sales Tax

If you purchase any Products available on our Websites, you will be responsible for paying any sales tax indicated on the Website.

15. Intellectual Property Rights

The Website, and all content appearing therein, are the sole and exclusive property of the Company or its licensors. No license or ownership rights in or to any content of the Website is conveyed to you by reason of this Agreement or your purchase of Product. The Website and its content are protected under the laws of copyright and trademark. Unless otherwise permitted by law, you may not copy, republish or transmit any portion of the Website without Company's prior written consent. When you purchase or order any Product through this Website or from Company, you expressly agree that you do not have any license for the resale of any Product and that the resale of Product is expressly prohibited.

16. Foreign Transaction Fees

In some instances, billing for your product or shipping fee may originate from outside of the United States and in some occasions, your financial institution may charge a fee for processing this payment. You are responsible for these processing fees assessed by your financial institution per your card holder agreement.

17. PayQuicker Administrative Fee

A one-time nominal administrative fee may be charged on the first commission for processing of the PayQuicker payment system. Please review the PayQuicker fee schedule for additional information.

18. Billing Descriptor

Charges will appear on your bank statement from: www.naturesfrequencies.com

19. Autoship & Cancellation Terms and Conditions

By agreeing to the accompanying terms on the naturesfrequencies.com checkout page, you agree to accept these terms and conditions ("Terms") for our Autoship subscription ordering program ("Autoship," "Smartship"). The Terms constitute the entire agreement between you and Natures Frequencies ("Company") relating to our Autoship program. Please note that your use of the naturesfrequencies.com website is also governed by our Terms and Conditions and Privacy Policy as well as all other applicable terms, conditions, limitations and requirements on the naturesfrequencies.com website, all of which (as changed over time) are incorporated into these Terms. By placing an order and enrolling in our Autoship program, you accept these terms, conditions, limitations and requirements. Please read these Terms carefully.

19.1 Benefits

When you purchase product(s) on naturesfrequencies.com and enroll in our Autoship program, you are signing up for continuous shipments of such products and may select how often you would like your product(s) delivered to you. You may change your periodic delivery schedule at any time (including on a one-time basis), as well as your shipping address, payment method, and products included in the program. Additionally, when you purchase certain products designated as "Smartship" eligible, and enroll in the Autoship program for such products, you will save an additional percentage on our everyday low prices

Company reserves the right to change Autoship benefits at any time in its sole discretion, including discount amounts and eligibility used to determine discount amounts; provided, however, Company will not change the price of your next shipment once you have authorized an order as set forth in these Terms. Some of the offer details may change as you receive deliveries over time (for example, price, taxes, availability, shipping charges). Subscriptions are good while supplies last.

19.2 Notifications; Automatic Order Creation; Order Changes or Cancellation

When you place your initial order for a product and enroll in our Autoship program, you will receive a notice that your Autoship subscription has been created and your first order will be processed. Your first order will be processed immediately, and your selected payment method will be charged at the time the order is placed. **Your Autoship subscription will thereafter automatically create a new order according to your chosen delivery schedule, until you cancel.**

For subsequent orders of products included in Autoship, up to 72 hours prior to the ship date selected by you, you will receive a pre-shipment email notification reminding you of your upcoming shipment, the period available to make changes to your order and the scheduled ship date. You can edit or cancel your order during the period beginning upon receipt of such email notification and ending 12:00 AM the day preceding your designated ship date (i.e., the day prior to your ship date). If you do not cancel the order before the day prior to your ship date, your order will be authorized, and a credit card authorization hold will be placed on the payment method used to create your subscription or updated payment method you may provide. You will see a pending charge during this time as we prepare your order. There is no need to call or update any information online when you see this pending charge.

19.3 Credit Card Authorizations and Charges

When you sign up for continuous shipments on Autoship, you will be required to expressly agree to permit us to charge your chosen payment method on a recurring basis, as well as the amount of the charge, which amount shall be set as described below. Company will submit periodic charges (e.g. monthly) to your chosen payment method without further authorization from you, until you provide prior notice at any time that you wish to cancel or to change your payment method. Approximately 24 hours prior to your designated ship date, your order will be authorized, and a payment authorization hold will be placed on your chosen payment method. Once your order is processed, your payment method will be charged for the authorized amount. For clarification purposes only, a payment authorization hold is not an actual charge, i.e, if an authorization hold is placed for \$49 on January 1 and your payment method is charged \$49 on January 2 when your order is shipped, you will only see one actual charge on your payment method on January 2 for \$49. An authorization hold may impact the amount of remaining credit available to you under your chosen payment method.

19.4 Pricing; Payment; Renewal; Cancellation

The amount you are ultimately charged for a product delivered pursuant to our Autoship program will be the price of that item as stated in the pre-shipment email notification you receive or lower, if the price of the product is lower on our site as of the time your order is authorized. Once your order has shipped, your chosen credit card or other payment method will be billed this amount. You will not be charged until your order ships. The total cost charged to your payment method for each Autoship order will be the price of the item, less the Smartship discount or any other discount, if applicable, plus any applicable shipping charges and sales tax. Any credit balances on your naturesfrequencies.com customer account may be applied toward the balance of your order before charging any remaining balance to your payment method.

The charge for each Autoship item shipment will be billed to the payment method used to create your subscription or as otherwise directed by you. If we are unable to complete your Autoship order with the payment method you used to create your subscription, we will notify you and give you the opportunity to add another payment method in your account and to charge the payment method for your Autoship order.

Your subscription will remain in effect until it is cancelled. You can cancel at any time by contacting office@naturesfrequencies.com or in Your Account.

19.5 Agreement Changes

We may, in our sole discretion, change these Terms, (including all applicable terms, conditions, limitations and requirements on the naturesfrequencies.com website), without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED PARTICIPATION AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR SUBSCRIPTIONS.

19.6 Additional Terms

We may, in our sole discretion, terminate your subscriptions at any time without notice. If we do so, you will only be charged for orders that have been shipped to you. Products are only available for shipping within the forty-eight (48) contiguous US states. Your participation in the Autoship program is personal to you, and you may not assign or transfer your Subscription or any of the benefits to any third party without our authorization. All returns under Autoship are subject to the naturesfrequencies.com.com Shipping and Returns Policy. Autoship subscriptions are void where prohibited.