

# TERMS OF SERVICE

The use of this application and/or site or any other site owned or maintained by **SNiP NUTRIGENOMICS, INC.**, a corporation organized and existing under the laws of Texas (“SNiP Nutrigenomics”), is governed by the policies, terms, and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

## Privacy & Security Disclosure

SNiP Nutrigenomics’ privacy policy may be viewed at [www.snipnutrition.com](http://www.snipnutrition.com). SNiP Nutrigenomics reserves the right to modify its privacy policy at its reasonable discretion from time to time.

## Payment Methods

We accept U.S.-issued credit and debit cards:

- Visa
- MasterCard
- American Express

When placing an order online, you will need:

- The address the card's statement is sent to (billing address).
- The card number and expiration date.
- The 3- or 4-digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our TLS 1.3 encrypted connection. The same credit card may be used only three (3) times in one processing day.

You are entering into a legally binding agreement with SNiP Nutrigenomics, located at 900 Wilmeth Road, Suite 500, McKinney, TX, 75069. The official website for SNiP Nutrigenomics, Inc., and its affiliates is [www.snipnutrition.com](http://www.snipnutrition.com). SNiP Nutrigenomics, Inc. has the registered address of:

SNiP Nutrigenomics, Inc.  
900 Wilmeth Road, Suite 500  
McKinney, TX, 75069  
[support@snipnutrition.com](mailto:support@snipnutrition.com)

## Use of Services

By using SNiP Nutrigenomics Services or creating an account with SNiP Nutrigenomics, you represent, warrant, and agree that:

- You can form a binding contract with SNIp Nutrigenomics;
- You are not barred from receiving these Services under the laws of the jurisdiction from which you use the Services;
- You are at least 18 years of age; and
- Any sample you provide to SNIp Nutrigenomics is either your own, or the sample of a minor for who you are a parent or legal guardian, or the sample of a person for who you are a legally authorized representative.

## Shipping Policy

All orders are processed within 2-3 business days. Orders are not shipped or delivered on weekends or holidays. If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

## Shipping rates & delivery estimates

Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.

## Damages

SNIp Nutrigenomics is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

## Refund Policy

### Non-Refundable Items

DNA kits, lab fees, data entry, DNA reports, DNA report reviews, and all other electronically delivered products are **non-refundable**.

### Customized Product (CODE Complex®) Returns

If you are not completely satisfied\* with your CODE Complex® and it was purchased directly from SNIp Nutrigenomics via our website, you may request a refund or exchange **within 30 days of delivery**.

## Restocking Fee

Approved refunds and exchanges are subject to a **30% restocking fee**, calculated on the product price only (excluding bundled items such as DNA test kits or report reviews):

- **\$179** for one-time orders
- **\$159** for subscription orders

Refunds and exchanges are issued to the original form of payment.

### To request a refund or exchange, you must provide:

- Proof of purchase
- Reason for return or exchange
- Unused portion of the product **or** empty product container

Refunds apply to the product cost only and **do not include shipping or handling fees**.

## One-Time Return Authorization

Unless your product has a verified manufacturing defect or flaw, each customer is eligible for one return authorization for **one jar only**.

If you are unsure how your body will respond to your personalized formulation, we recommend starting with **one bottle** before purchasing multiple bottles.

## Exclusions

Refunds or exchanges are **not** available for:

- Orders already in fulfillment
- Flavor preferences or taste dislikes
- Orders shipped to an incorrect address entered by the customer
- Other circumstances outside SNiP Nutrigenomics' control

## How to Request a Return or Exchange

Before returning any customized product, you **must** obtain a Return Merchandise Authorization ("RMA").

1. Email **support@snipnutrition.com** with proof of purchase and reason for return/exchange
2. If approved, you will receive an RMA number and return address
3. Package the unused product or empty container and clearly write the RMA number on the **outside** of the shipping box

4. Ship the package at your expense

Packages received without a visible RMA number may be refused and may result in no refund being issued.

SNiP Nutrigenomics does **not** cover return shipping costs.

## Subscription Cancellation

You may modify or cancel your subscription at any time by:

- Logging into your account and selecting “**My Subscription**” → “**Cancel,**” or “**Edit,**” or
- Emailing [support@snipnutrition.com](mailto:support@snipnutrition.com)

Once a subscription is canceled, any special pricing associated with that subscription is forfeited.

To guarantee cancellation of an upcoming shipment, all subscription changes must be completed **at least three (3) business days before** the next scheduled shipment. If an order has already processed, it will ship as scheduled; future shipments will stop.

By selecting the subscription option, you authorize SNiP Nutrigenomics to enroll you in automatic delivery and to charge your payment method according to your selected delivery schedule.

## DNA Report Review Appointments

Reschedule requests must be made **at least 24 hours before** your appointment by using the automated reschedule/cancel link provided in your confirmation email.

### **\*IMPORTANT\***

#### **Appointments that**

- **Are rescheduled less than 24 hours in advance**
- **Are joined more than 10 minutes late**
- **Are missed entirely**

**are considered no-shows and are not eligible for rescheduling or refund.**

**A separate DNA report review may be purchased [here](#) if needed.**

## Third-Party Interactions

During use of the SNiP Nutrigenomics Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms,

conditions, warranties, or representations associated with such activity, is solely between you and the applicable third party. SNIIP Nutrigenomics shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third party. SNIIP Nutrigenomics does not endorse any sites on the Internet that are linked through its Website. SNIIP Nutrigenomics provides these links to you only as a matter of convenience, and in no event shall SNIIP Nutrigenomics be responsible for any content, products, or other materials on or available from such sites. SNIIP Nutrigenomics provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware, or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware, or services.

## **Order Disclaimer**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. SNIIP Nutrigenomics reserves the right to accept or deny shipment to anyone for any reason. SNIIP Nutrigenomics reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, SNIIP Nutrigenomics reserves the right to cancel the order, notify the cardholder, and the proper authorities.

## **Chargebacks**

A “chargeback” is the reversal of a transaction that comes directly from the bank. Rather than contacting SNIIP Nutrigenomics for a refund, an account holder is asking the bank to forcibly take money from the SNIIP Nutrigenomics account. Chargebacks jeopardize SNIIP Nutrigenomics merchant provider. If a SNIIP Nutrigenomics account holder issues a chargeback for any reason, that account is immediately terminated. Commissions are removed from the Affiliate, and the account holder who issued the chargeback is prohibited from creating a new account. If you encounter any potentially erroneous charge or refund issue, please contact [support@snipnutrition.com](mailto:support@snipnutrition.com) to initiate an investigation and resolution.

## **Use of Feedback**

You agree that SNIIP Nutrigenomics may use any feedback, reviews, testimonials, suggestions, comments, ideas, notes, and other similar information related (collectively, “Feedback”), submitted directly to the Company, in any way, including advertising and marketing materials. Feedback is considered non-confidential and non-proprietary to you. You grant SNIIP Nutrigenomics a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish such Feedback for any purpose without compensation to you. Feedback is strictly voluntary, and SNIIP Nutrigenomics has no obligation to maintain any Feedback in confidence.

## **FTC Disclosures**

As a participant in the SNiP Nutrigenomics program, all Affiliates and Partners will be required to acknowledge the FTC disclosure for participation in the program.

## **Product Disclaimers / Disclaimers of Warranty**

SNIP NUTRIGENOMICS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. SNIP NUTRIGENOMICS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SITE OR SNIP NUTRIGENOMICS' PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SNIP NUTRIGENOMICS.

## **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to you.

## Notice

SNiP Nutrigenomics may give notice by means of a general notice on the [www.snipnutrition.com](http://www.snipnutrition.com) website, electronic mail to your e-mail address on record in SNiP Nutrigenomics' account information, or by written communication sent by first-class mail or pre-paid post to your address on record in SNiP Nutrigenomics' account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first-class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to SNiP Nutrigenomics (such notice shall be deemed given when received by SNiP Nutrigenomics) at any time by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to SNiP Nutrigenomics at the following address: 900 Wilmeth Road, Suite 500, McKinney, TX, 75069 Sam Rayburn in either case, addressed to the attention of Legal Department.

## Modification to Terms

SNiP Nutrigenomics reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the [www.snipnutrition.com](http://www.snipnutrition.com) website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## General

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and SNiP Nutrigenomics as a result of this agreement or use of this Website. The failure of SNiP Nutrigenomics to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by SNiP Nutrigenomics in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and SNiP Nutrigenomics and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the [www.snipnutrition.com](http://www.snipnutrition.com) Web Site, and any materials available on the SNIp Nutrigenomics Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by SNIp Nutrigenomics from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; "Order Form(s)" means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "SNIp Nutrigenomics" means collectively SNIp Nutrigenomics, Inc., organized and existing under the laws of the State of Texas doing business as "snipnutrition.com" and having an office at, 900 Wilmeth Road, Suite 500, McKinney, TX, 75069, together with its officers, directors, shareholders, employees, agents and affiliated companies.

## **Questions or Additional Information**

If you have questions regarding this information or wish to obtain additional information, please send an email to [support@snipnutrition.com](mailto:support@snipnutrition.com).