



TERMS AND CONDITIONS

The use of this application and/or site or any other site owned or maintained by **UClue, Inc. dba NúcleoGenex**, a corporation organized and existing under the laws of Texas ("NúcleoGenex"), 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

NúcleoGenex's privacy policy may be viewed at www.nucleogenex.com and www.mynucleogenex.com. NúcleoGenex reserves the right to modify its privacy policy in its reasonable discretion from time to time.

Payment Methods

We accept U.S. and Canada 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 UClue, Inc. dba NúcleoGenex, located at 901 Sam Rayburn Highway, Melissa, TX, 75454. The official website for UClue, Inc. dba NúcleoGenex and its affiliates is www.nucleogenex.com and www.mynucleogenex.com. NúcleoGenex has the registered address of:

UClue, Inc. dba NúcleoGenex
901 Sam Rayburn Highway
Melissa, TX, 75454
www.nucleogenex.com
www.mynucleogenex.com

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 the 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

NúcleoGenex 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.

Customer Refund Policy

If within thirty (30) days from the date of delivery of purchased NúcleoGenex product a Customer is not satisfied with the product for any reason, the Customer may contact support@nucleogenex.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. Date of delivery is determined by the tracking number associated with the order. For Ütrition®, a restocking fee equal to 30% of the original price of the product will be applied.

After thirty (30) days and up to ninety (90) days postdate of delivery of purchased NúcleoGenex product, you must contact support@nucleogenex.com to return the remaining resalable portion of the product for a full refund minus a 30% percent processing fee of the original price for all returned product.

Lab fees, used (swabbed) DNA kits, reports and/or any other electronically delivered products, and special items such as trainings, certifications, or event tickets are non-refundable.

Any shipping and handling charges incurred when shipping and/or returning the product will not be refunded. Additionally, anytime an order is refunded, all commissions paid on returned product will be deducted.

Because NúcleoGenex cannot guarantee the quality of NúcleoGenex products that are sold to Customers by non-Affiliates, NúcleoGenex's Refund Policy is not available for products that Customers purchase from anyone other than an Affiliate or NúcleoGenex directly or that are purchased in any unauthorized channel.

All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. NúcleoGenex is not responsible for fluctuating exchange rates. Refunds and exchanges will be made to the credit card with which the product was purchased.

Affiliate Refund Policy

If within the first thirty (30) days from the date of delivery of purchased NúcleoGenex products, you are not satisfied with the product you must contact support@nucleogenex.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. Date of delivery is determined by the tracking number associated with the order. For Ütrition®, a restocking fee equal to 30% of the original price of the product will be applied. Your Affiliate account may be subject to six (6) months suspension.

After thirty (30) days and up to ninety (90) days postdate of delivery of purchased NúcleoGenex product, you must contact support@nucleogenex.com to return the resalable portion of the product for a full refund minus a 30% percent processing fee of the original price for all returned product. Any shipping and handling charges incurred when shipping and/or returning the product will not be refunded.

Lab fees, membership fees, used (swabbed) DNA kits, reports and/or any other electronically delivered products, and special items such as trainings, certifications, or event tickets are non-refundable.

Any shipping and handling charges incurred when shipping and/or returning the product will not be refunded. Additionally, anytime an order is refunded, all commissions paid on returned product will be deducted.

Problems with Shipments: If within thirty (30) days of the expected reported delivery date, you do not notify support@nucleogenex.com of a problem with the receipt of your order, including but not limited to, failure to receive the product, improper sealing, damaged to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.

All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. NúcleoGenex is not responsible for fluctuating exchange rates. Refunds and exchanges will be made to the credit card with which the product was purchased.

Return Process

All returns, whether by a Customer or Affiliate must be made as follows:

1. Obtain a Return Merchandise Authorization ("RMA") number from NücleoGenex by contacting support@nucleogenex.com and submitting a request for the RMA.
2. Ship items to the address provided by NücleoGenex customer service when you receive your RMA.
3. Provide a copy of the sales receipt or invoice with the returned product. Such invoice must reference the RMA and include the reason for the return.
4. Ship product back in the original manufacturer's box exactly as it was delivered.
5. All returns must be shipped to NücleoGenex pre-paid, as NücleoGenex does not accept shipping collect packages. NücleoGenex recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Affiliate. If returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Affiliate to trace the shipment of the product wherein no credit will be applied.
6. Returning \$500 or more of NücleoGenex product accompanied by a request for a refund within one (1) calendar year by an Affiliate may constitute grounds for involuntary termination of the Affiliate's Account.

Subscribe & Save (a.k.a. Auto-Ship) Cancellation

Please email support to cancel or modify your auto-ship at any time at support@nucleogenex.com, without penalty. You can also modify or cancel your order at any time by logging into your account at www.nucleogenex.com or www.mynucleogenex.com. By selecting the "Subscribe & Save" option, under the "Shop" menu on the website, you are giving NücleoGenex authorization to enroll you in the automatic shipping program. NücleoGenex will ship your products directly to you. You are also authorizing NücleoGenex to charge your credit card for the products you have ordered on a monthly basis. You may cancel at any time without obligation and without penalty by emailing support@nucleogenex.com or canceling the order on the nucleogenex.com or mynucleogenex.com portal. All auto-ship cancellations must be performed or delivered to NücleoGenex within 5 business days of the next shipment to guarantee cancellation of that shipment.

Third-Party Interactions

During use of the NücleoGenex 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. NücleoGenex shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third party. NücleoGenex does not endorse any sites on the Internet that are linked through its Website. NücleoGenex provides these links to you only as a matter of convenience, and in no event shall NücleoGenex be responsible for any content, products, or other materials on or available from such sites. NücleoGenex 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. NücleoGenex reserves the right to accept or deny shipment to anyone for any reason. NücleoGenex reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, NücleoGenex reserves the right to cancel the order, notify the cardholder and the proper authorities.

Chargebacks

In simple terms, a “chargeback” is the reversal of a transaction that comes directly from the bank. Rather than contact NücleoGenex for a refund, an account holder is asking the bank to forcibly take money from NücleoGenex’s account. Chargebacks jeopardize NücleoGenex’s merchant provider. If a NücleoGenex’s account holder issues a chargeback, for any reason, that account is immediately terminated. Commissions are removed from the sponsor 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@nucleogenex.com to initiate an investigation and resolution.

FTC Disclosures

As a participant in the NücleoGenex program, all Affiliates will be required to acknowledge the FTC disclosure for participation in the program.

Product Disclaimers / Disclaimers of Warranty

NÜCLEOGENEX MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. NÜCLEOGENEX 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 NÜCLEOGENEX’S 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 NÜCLEOGENEX.

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

NücleoGenex may give notice by means of a general notice on the www.nucleogenex.com and www.mynucleogenex.com website, electronic mail to your e-mail address on record in NücleoGenex’s account information, or by written communication sent by first-class mail or pre-paid post to your address on record in NücleoGenex’s 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 NücleoGenex (such notice shall be deemed given when received by NücleoGenex) at any time by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to NücleoGenex at the following address: 901 Sam Rayburn Hwy, Melissa, Texas 75454 in either case, addressed to the attention of Legal Department.

Modification to Terms

NúcleoGenex 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 www.nucleogenex.com and www.mynucleogenex.com websites. 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 NúcleoGenex as a result of this agreement or use of this Website. The failure of NúcleoGenex 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 NúcleoGenex in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and NúcleoGenex 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.nucleogenex.com and www.mynucleogenex.com Web Site, and any materials available on the NúcleoGenex Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by NúcleoGenex 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); “NúcleoGenex” means collectively UClue, Inc. dba NúcleoGenex organized and existing under the laws of Texas doing business as “www.nucleogenex.com” and “www.mynucleogenex.com” and having an office at, 901 Sam Rayburn Hwy, Melissa, TX, 75454, 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 e-mail to support@nucleogenex.com.