



FOCUS PERFORMANCE TERMS AND CONDITIONS

1. Agreement

1.1 By browsing the Website, or placing an Order, you unconditionally and irrevocably agree to these Terms and

Conditions as set out below.

1.2 These Terms and Conditions apply to you, the Website user and your usage of the FocusPerformance.net

Website and associated social media platform, software, networks and processes, including the purchase of goods or services through the Website.

2. Definitions

In this Agreement:

Agreement means the terms and conditions contained in this document, including any relevant terms of any order placed by you the User through the Website (if applicable).

Customer means the person named on a FocusPerformance.net invoice or sales document.

Goods means the fitness or nutrition program and/or products listed in an Order.

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in:

(a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents or designs, including developments or improvements of equipment, technology, processes, methods or techniques;

(b) literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published editions of works and any other subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the subject matter, subsist anywhere in the world;

(c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods and/or services;

(d) trade, business or company names; and

(e) internet domain names,

Whether created or in existence before or after the Execution Date and includes anything, whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in clauses (a) to (f) inclusive of this definition.

FocusPerformance.net website is owned by FOCUS PERFORMANCE, LLC, a limited liability corporation registered in Maryland.

Material means any information (including but not limited to data, source codes, and drawings) or images in any form (whether visible or not) stored on or in use with the Website.

Pre-sale means Products that are sold in anticipation of being in stock on or near to the dispatch date stated in the Product listing on the Website.

Products means any items listed on the Website (for sale or otherwise).

Website means the internet site located at the URL www.FocusPerformance.net.com and operated by FocusPerformance.net.

3. Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

(b) and unless the context indicates a contrary intention:

(c) person includes an individual, the estate of an individual, a corporation, a government authority, an association or a joint venture

(whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a person includes that person's executors, administrators, successors, and permitted assigns, including persons taking

by way of novation;

(e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to \$ is to the lawful currency of the United States of America;

(g) a reference to a statute includes its delegated legislation and a reference to a Statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) where the day on or by which any sum is payable or any act, matter or thing is to be done is a day other than a Business Day, that sum must be paid and that act, matter or thing must be done on the immediately succeeding Business Day; and

(k) Includes in any form is not a word of limitation.

4. Site Use

4.1 The Website may contain links to other web sites. Such links are provided for convenience only and may not remain current or be maintained. FocusPerformance.net is not responsible for the content or privacy practices associated with linked web sites.

4.2 You must ensure that your access to, or use of the Website is not illegal or prohibited by laws which apply to you.

4.3 You must take your own precautions to ensure that your process for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system. FocusPerformance.net takes no responsibility for any such damage, which may arise in connection with your use of the Website.

5. Pricing

5.1 All prices quoted on the Website are in United States dollars unless otherwise specified.

5.2 All prices displayed on the Website are subject to change without notice. Prices for items in an Order are fixed once your Order has been confirmed. Subsequent price changes either up or down will not be retroactively applied to confirmed Orders.

5.3 You agree to pay any additional duties and taxes that your country or state may wish to impose on your order based on the imputed or actual value of the Goods. You understand and acknowledge that these relevant duties and taxes may not be disclosed on the Order confirmation and are charges imposed by the relevant customs or quarantine government department of your country and not

FocusPerformance.net.

5.4 You agree to pay any relevant delivery charges as they are calculated and listed in the Order confirmation at the time of purchase.

6. Product Specifications

6.1 The size of each Product specified on the Website is an approximate representation of the actual size and dimensions of the relevant

Product. Sizing variations may exist within flavour variations of a Product.

6.2 The label and appearance of the container of each Product as depicted on the Website may vary from the actual label and appearance.

6.3 The color of the powder (as relevant) and flavor of each Product may slightly vary from batch to batch based on any inconsistencies that may exist within the raw ingredients used for manufacture of the relevant Product. FocusPerformance.net has implemented many quality assurance and compliance procedures to ensure that all raw materials used in the manufacture of the Products meet the minimum raw material specification requirements imposed by FocusPerformance.net.

6.4 To the extent permitted by law, FocusPerformance.net has no liability and responsibility in respect of any allergic sensitivities or reactions, or misuse that you may have as a result of consuming a Product. It is your responsibility to check the ingredients, nutritional information and instruction of use of the Product and determine whether you may have any allergic sensitivity to anything contained in that Product. If you are allergic to an ingredient contained in the Product and you consume the Product, you do so at your own risk.

7. Orders

7.1 You may place an Order by following the instructions on the Website. Your Order will be submitted by completing payment details and clicking the 'confirm' button.

7.2 Orders will be deemed to have been received by FocusPerformance.net at the time FocusPerformance.net sends an Order confirmation to your nominated e-mail address.

7.3 FocusPerformance.net will primarily communicate with customers via e-mail. It is the customer's responsibility to ensure the correct contact details are entered and that the nominated e-mail address is regularly checked for correspondence.

7.4 Each Order (once confirmed) represents a separate agreement between FocusPerformance.net and you.

7.5 FocusPerformance.net reserves the right to not accept or to cancel Orders that request commercial quantities of Goods.

7.6 FocusPerformance.net, at its sole discretion, may cancel your Order at any time prior to dispatch of the Goods, including Products that are sold on Pre-sale.

7.7 In the event of a cancelled Order, funds paid in relation to that Order will be refunded in full as soon as is reasonably practicable. You will be provided with e-mail acknowledgement of the cancellation and refund.

7.8 FocusPerformance.net accepts no responsibility for Orders that are declined or not accepted due to disruptions with internet connections.

8. Payment

8.1 You may provide your nominated credit card during the purchase process described on the Website..

8.2 Payment on the Website may be made via PayPal or a valid Credit Card.

8.3 Payment for Orders will be processed immediately upon confirmation of your Order.

8.4 If your nominated payment method triggers FocusPerformance.net internal suspicious transaction protocols, FocusPerformance.net may contact you to confirm additional details, or rescind the transaction.

9. Delivery and ownership of the goods

9.1 FocusPerformance.net will use its reasonable endeavors to ensure that all Goods are delivered in a prompt and timely manner.

However, from time to time, it is possible that shipping and other factors beyond the control of FocusPerformance.net may result in delays. FocusPerformance.net is not liable for any loss or damage, whether direct, indirect or consequential, suffered by anyone as a result of any such delays.

9.2 The date of dispatch listed on the Website is the estimated date of dispatch as is reasonably estimated by FocusPerformance.net and is subject to change without notice.

9.3 FocusPerformance.net will not deliver Goods to PO box addresses.

9.4 Goods will be delivered by DHL courier service, and will take between 2 – 5 working days to deliver from the date of dispatch. For international Orders, delivery time may exceed 2 -5 working days.

9.5 You agree the Goods will be deemed to be delivered based on the shipping confirmation evidence determined from the tracking details provided by the relevant shipping company.

9.6 When ordering Goods from FocusPerformance.net to be delivered to addresses outside the United States and its Protectorates, shipments will be made to you only after you explicitly agree to become Importer of Record (“IOR”) and as such customs clearance shall be made in your name and on your behalf. As IOR, you agree to be ultimately responsible for importing the products ordered by you into the destination country and are solely responsible for the payment of duties, and taxes either at the time of sale if prepayment is required by FocusPerformance.net or at the time of importation if prepayment is not required.

9.7 You hereby give a proxy or power of attorney (“POA”) to the shipping provider designated by FocusPerformance.net for the customs clearance of products ordered by you. This POA authorizes FocusPerformance.net designated shipping provider’s assigned customs broker to act on your behalf. FocusPerformance.net designated shipping provider’s intervention with respect to customs formalities may be done by a customs agent assigned by FocusPerformance.net designated shipping provider on your behalf. You hereby acknowledge to have understood the concept of IOR or the need of the POA and further state that the terms of the POA or terms of the purchase from FocusPerformance.net and transportation conditions from FocusPerformance.net designated shipping provider are not unreasonable or unknown to you, that you have read them, understood them and further agreed to them.

10. Faulty or damaged Products

10.1 FocusPerformance.net will replace damaged, faulty or incorrect Products in accordance with these Terms and Conditions.

10.2 Where a Product is found to be damaged upon delivery or if a Product has been delivered that is different to the Product listed in the

Order (Incorrect Product), and the customer notifies FocusPerformance.net within the first 7 days after delivery, then

FocusPerformance.net will:

(a) Replace the damaged or Incorrect Product with a new replacement; or

(b) If FocusPerformance.net is unable to provide a new replacement Product, FocusPerformance.net will refund the customer the purchase price. For the avoidance of doubt, the 7-Day period will commence on the date that the customer receives their Product.

While there is no proof of delivery, this date will be assumed to be 3 business from the date of dispatch of the Product. While Goods may already damaged on delivery, FocusPerformance.net requires photographic evidence before authorizing return of the Goods.

10.3 FocusPerformance.net reserves sole discretion to determine whether the Goods are faulty or damaged in accordance with this Clause 10.

10.4 FocusPerformance.net may seek reimbursement of any costs incurred by it when the Product is found to not be damaged, faulty or incorrect.

11. Refunds and returns

11.1 FocusPerformance.net will only accept the return of Products that have been supplied incorrectly by FocusPerformance.net or which are deemed to be faulty.

11.2 The customer must comply with directions from FocusPerformance.net staff to facilitate a return.

11.3 Returned Products must be returned in their original undamaged packaging, and must be in a re-saleable condition.

11.4 It is the customer's responsibility to ensure that returned items are returned safely. FocusPerformance.net takes no responsibility for items lost in transit.

11.5 You acknowledge and agree that FocusPerformance.net will not accept a return and will not refund your Order based on a change of mind.

12. Intellectual Property

12.1 All Intellectual Property in any Material on the Website is the property of FocusPerformance.net.

12.2 Unless expressly authorized under these Terms and Conditions or otherwise, you may not reproduce adapt, modify, display, perform or distribute any Material or any part of any Material.

12.3 Nothing contained in this Website is to be interpreted as a recommendation to use any information on this Website in a manner, which infringes the Intellectual Property rights of any person, company or entity. We make no representations or warranties that your use of the information on this Website will not infringe such Intellectual Property rights.

13. Other websites

13.1 This Website may contain links to other websites, which are owned or operated by third parties. These links are provided for Convenience only and may not remain current or maintained. We should not be construed as endorsing, approving, recommending or giving preference to these third parties or their websites, or any information, products or services referred to on those third party websites unless expressly stated. You link to these websites at your own risk and should make your own enquiries as to the privacy policies of these third parties. We are not responsible for information on, or the privacy practices of, such websites. We do not permit any linkages to this website without written permission.

14. Disclaimer

14.1 We make no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in this Website or to its availability, functionality or performance, except as otherwise provided under this Agreement or any applicable law.

14.2 We do not, nor do our officers, employees, agents and other representatives accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside our control), which you may directly or indirectly suffer in connection with your use of this Website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this Website. To the maximum extent permitted by law, we disclaim any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this Website or the information that it contains.

14.3 The use of the information on this Website is at your own risk. To the extent permitted by law, we exclude all liability of us, our officers, employees, agents and other representatives in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on this website or provided through this website through email. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, we limit our liability to the re-supply of the relevant information or services.

14.4 You agree to indemnify us, our officers, employees, shareholders, agents and other persons involved in the creation of this Website from all damages, losses, penalties, fines, expenses and

costs (including legal costs) which arise out of or relate to your use of this Website, any information that you provide to us via this Website or any damage that you may cause to this Website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the anti-trust legislation.

14.5 This Website's content is not a substitute for direct, personal, professional medical care and diagnosis. None of the nutrition plans or fitness program's from the Website should be performed or otherwise used without clearance from your physician or health care provider first. The information contained within is not intended to provide specific physical or mental health advice, or any other advice whatsoever, for any individual or company and should not be relied upon in that regard. We are not medical professionals and nothing on this website should be misconstrued to mean otherwise.

14.6 These may be risks associated with participating in activities mentioned on the Website for people in poor health or with pre-existing physical or mental health conditions. Because these risks exist, you will not participate in any programs available at

FocusPerformance.net if you are in poor health or have a pre-existing mental or physical condition. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such dietary activities. These risks may also exist for those who are currently in good health right now.

14.7 As with any fitness program you assume certain risks to your health and safety. Any form of fitness program can cause injuries, and FocusPerformance.net is no exception. It is possible that you may become injured doing the exercises in your program, especially if they are done with poor form. Although thorough instruction is included on form for each exercise, realize that FocusPerformance.net (like any other exercise program) does involve a risk of injury. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such exercise activities. These risks may also exist for those who are currently in good health right now.

14.8 Coach Angelo Ennis is not a medical doctor. His advice whether it be on the Website, in his nutrition plans, fitness programs or via his email coaching is intended as a substitute for medical advice. You must consult your doctor before beginning ANY nutrition plan or fitness program. You are using the programs on FocusPerformance.net and coaching at your own risk and FocusPerformance.net is not responsible for any injuries or health problems you may experience or even death as a result of using FocusPerformance.net.

14.9 It is to be made clear that FocusPerformance.net is not responsible for any injuries or health problems you may experience or even death because of using any products or services from FocusPerformance.net.

14.10 All the transformations and testimonials on the Website are real. These testimonials are not claimed to represent typical results from the Goods. Rather, they are examples of what the most motivated and dedicated people can achieve from the Goods. Your results may

vary and you may not get the same results compared to someone else when using the services on FocusPerformance.net due to differences in your individual exercise history, genetics, and personal motivation/dedication. The results you get will depend upon the individual and how much effort you put in.

15. Viruses

15.1 Given the nature of the internet, we cannot guarantee that this Website is free from viruses, fault or these conditions which could damage or interfere with your computer systems, and we do not warrant that your access to this Website will be uninterrupted, error free or that any defects will be corrected.

15.2 You assume the risk of any damage to your property as a result of using this Website, and to the maximum extent permitted by law; we disclaim all liability for any errors, omissions and faults.

15.3 You must take your own precautions to ensure that the process, which you use for accessing this Website, does not expose you to the risk of viruses, malicious computer code or these forms of interference, which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system, which arises in connection with your use of this Website or any linked website.

16. Secure data

16.1 Given the nature of the internet, we cannot guarantee that any data transmission is totally secure. Whilst we take precautions to protect information, we do not warrant and cannot ensure the security of any information you transmit to us. You therefore transmit to this Website at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve its security.

17. Cookies

17.1 We may use cookies to gather data in relation to this Website and you consent to us doing so (although you may be able to disable cookies on your web browser).

18. General

18.1 FocusPerformance.net reserves the right to make changes to these Terms and Conditions without notice.

18.2 Any provision of these Terms and Conditions, which is void or unenforceable, may be severed without affecting the enforceability of other provisions.

18.3 A failure or delay by FocusPerformance.net to exercise a power or right under these Terms and Conditions does not operate as a waiver of that power or right, and the exercise of a power or right by FocusPerformance.net does not preclude its future ability to exercise that or any other power or right.

18.4 To the extent permitted by law, in relation to its subject matter, these Terms and Conditions:

- (a) embody the entire understanding between you and FocusPerformance.net, and constitutes the entire terms agreed between you and FocusPerformance.net; and
- (b) supersede any prior written or other agreement between you and FocusPerformance.net (if any).

