

ELEVACITY TERMS OF USE ("Agreement")

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Our Site contains links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our Site.

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This Agreement incorporates by reference the Site Submission Rules if this site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.

TERMS OF SALE

I agree to purchase a 30 day Smartship order of my choice. If I decide not to cancel, I will be billed the monthly fee associated with my order. I also authorize the merchant to store this card for future use in accordance with our Stored Credit Card Policy. I may modify or cancel the order at any time by contacting Customer service at 1-800-518-0284 and requesting changes.

STORING CREDIT CARD INFORMATION

Checking this box authorizes the merchant to tokenize and store this credit card for future purchases, including recurring transactions.

SMARTSHIP ACKNOWLEDGEMENTS

- In approving the set up of your automatic order – you are agreeing to the rules of Elevacity's Smartship program, and Elevacity's Shipping and Return Policy.
- You agree and approve the credit card on your Profile is the method of payment to be used for this Smartship.
- You agree and instruct Elevacity to ship this Smartship to the Shipping Address on your Profile.
- You may change the items in your order, or cancel the Smartship at anytime, up until 3 days prior to the scheduled ship date of your Smartship by calling Customer Service at 1-800-518-0284.
- You acknowledge that your Smartship last ship date available is the 28th of each month.
- You acknowledge the cancellation of automatic orders due to declined, disputed or returned payments – may subject you to additional fees and penalties.
- Independent Elepreneurs will receive free shipping on Smartship orders over 50CV.
- Smartship charges will appear on your credit card statement as a charge from “Elevacity”.