

TERMS OF USE & TERMS OF SALE

UPDATED May 11, 2017

TERMS OF USE

IMPORTANT: THESE TERMS OF USE ("TERMS AND CONDITIONS") REQUIRE THE BINDING ARBITRATION OF DISPUTES AND WAIVE CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS, AS STATED IN THE "AGREEMENT TO ARBITRATE DISPUTES AND CHOICE OF LAW" PROVISION. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. These Terms and Conditions incorporate by reference the privacy policy and any capitalized terms in that agreement shall have the same meaning here.

1. GENERAL

Welcome to the website of Train 1 Feed 1, LLC. Any person accessing or using the website and any associated web pages (collectively, the "Website") is referred to as "you".

We ask that you review and abide by these Terms and Conditions, our **Privacy Policy** our **Terms of Sale** and any other terms and conditions that may appear on the Website from time to time.

This Website and its Content (as defined below) are intended solely for personal and non-commercial use by you. Any use of this Website or its Content other than for personal and non-commercial purposes is prohibited.

2. PRIVACY

Please take a few moments to review our **Privacy Policy** which describes the collection and use of information on the Website.

3. INTELLECTUAL PROPERTY RIGHTS; CONTENT

Unless otherwise noted, the Website, its features, functionality, and all materials, including, but not limited to, images, text,

graphics, logos, descriptions, data, illustrations, designs, icons, photographs, video clips, audio clips, sounds, files, trademarks, trade dress, software, specifications, advertisements, titles, names, written materials, User Generated Content (as defined below), Digital Content (as defined below) and any other materials that appear as part of or on the Website (collectively, the "Content"), are protected by copyright, trade dress, and/or trademark laws of the United States, and all worldwide rights, title and interest in and to the Website and Content are owned controlled, and/or licensed by TOMS®. Please note that certain trademarks, product names, company names, logos, service marks or material displayed on the Website may be owned by third parties, and you understand that you are not authorized to display or use such without the prior written permission of the relevant third party.

TERMS OF SALE

IMPORTANT: THESE TERMS OF SALE REQUIRE THE BINDING ARBITRATION OF DISPUTES AND WAIVE CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS, AS STATED IN THE "AGREEMENT TO ARBITRATE DISPUTES AND CHOICE OF LAW" PROVISION. PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING AN ORDER WITH US FOR A PURCHASE OF A PRODUCT OR SERVICE. These Terms of Sale incorporate by reference the Terms of Use and **Privacy Policy** and any capitalized terms in those agreements shall have the same meaning here.

1. ORDERS; GENERAL

By placing an order with Train 1 Feed 1, you are (i) offering to purchase a product and/or service, (ii) representing that you are at least 18 years old, (iii) representing that all information you provide to us in connection with such order is true and accurate, and (iv) representing that you are an authorized user of the payment method provided.

When you send us your order, we may verify certain items before the order is fulfilled, including without limitation your

personal information, your payment information and your creditworthiness.

We reserve the right to: (a) refuse any order you place with us; (b) correct any errors, inaccuracies or omissions (including but not limited to the price) with regard to the products or services offered; (c) change or update information in connection with any products or services offered; and (d) modify or cancel your order, whether or not the order has been confirmed, each at any time without notice to you (including after you have submitted your order) and without liability to you. If we modify your order, we will attempt to give you prior notice of this and provide you with the opportunity to cancel the order in its entirety. If we cancel your order, we will attempt to notify you by contacting you via the contact information you provided at the time the order was made. We reserve the right to limit, reject, modify, or cancel orders that, in our sole judgment, appear to be placed by unauthorized parties, including resellers.

If your payment method has already been charged for an order that is later modified or cancelled, Train 1 Feed 1 shall issue you a refund in the amount of the incorrect price back to your original method of payment. We apologize for any inconvenience this may cause you.

Train 1 Feed 1 accepts the following methods of payment on Train 1 Feed 1.com: Visa, MasterCard, American Express, Discover, PayPal.

2. PRODUCT & PRICING INFORMATION

Select Train 1 Feed 1 products displayed on the Website may be available in select stores in the United States while supplies last. Please see our store locator for information on our ambassadors in the United States.

All prices and products advertised are subject to change.

Although the Website is composed with care, it may happen that the pricing information on the Website contains errors. We are not bound by our offer or any prices on the Website and we therefore reserve the right to modify or cancel your purchase in the event of spelling, pricing, or other errors on the Website.

All prices displayed on the Website are quoted in US Dollars (\$).

3. SHIPPING, DELIVERY, RETURNS AND EXCHANGES

Train 1 Feed 1 will take care of shipping costs in the US. Please contact Train1Feed1@gmail.com with any issues on returns or exchanges.