

GASTRIC BYPASS REVIEWS & OPTIONS

EVERYTHING YOU NEED TO KNOW BEFORE DECIDING ON ANY WEIGHT LOSS SURGERY OR ALTERNATIVE

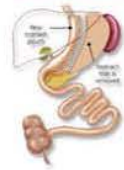
- HOME
- BARIATRIC SURGERY
- SURGERY FAILURES
- SUCCESS STORIES
- SURGICAL ALTERNATIVES

Gastric Bypass Reviews & Options

CATEGORIES

- Success Stories
- Surgery Failures
- Gastric Bypass Stats
- Bariatric Surgery Options

Sleeve Gastrectomy



Restrictive



Combination



Adjustable Band Gastroplasty

Roux-en-Y Gastric Bypass

Bariatric Surgery in America

Our country is currently experiencing an obesity epidemic, which means that well over 50% of American citizens are either overweight, obese, or worse, morbidly obese. Due to this issue, many people have turned to bariatric surgery to help resolve not only their weight problems, but also any weight-related medical conditions, such as: Type 2 diabetes, hypertension (or high blood pressure), or even coronary heart disease.

The Purpose of this Site

Here at GastricBypass.me, we want every person who visits this site to know everything there is to know about bariatric surgery by providing the necessary tools. Throughout this site, we'll offer articles with loads of information about each bariatric surgery, insurance information, surgeon information, alternatives to surgery and everything in between—we look forward to serving anyone seeking answers before undergoing surgery.

ONE COMMENT

October 27, 2014
DAVID ESPIN

[REPLY](#)

It sounds like it has a good track record

LEAVE A REPLY

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NAME *

EMAIL *

COMMENT

POST COMMENT

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Surgical Alternatives

CATEGORIES

- Success Stories
- Surgery Failures
- Gastric Bypass Stats
- Bariatric Surgery Options

What are the Roca Labs Surgery Alternative® Solutions?

The Roca Labs Surgery Alternative® Solution is an attempt to provide the world's first replacement for weight loss surgeries, such as: gastric banding (LAP-BAND®), sleeve gastrectomy, or gastric bypass. Some professionals view bariatric surgeries as "primitive" and far from successful in the long run. However, since no true alternative was offered until now, morbidly obese people could only resort to surgical options for extreme weight loss results of over 100 pounds (or 45 kilograms).

What is the Gastric Bypass Alternative® Success Rate?

We challenged the company's claim to a "90% success rate" by checking some of the 654,000 video results we got when searching for, "Youtube Roca Labs".

Nancy



Nancy B.
weight: 277
lost 115 lbs
knees are better
back pain gone
I feel healthier

Terese



Tanya



Scotty



I'm down 30 lbs

Marcia





Does the Roca Labs Surgery Alternative® Solution Work Immediately?

Yes. In 97% of the videos provided, evidence that the surgical alternative is successful is evident from day one. With some averaging weight loss of 0.5 to 1 pound per day, the Roca Labs Surgery Alternative® Solution is quite impressive. Example 1, Example 2. While some cases were convincing, others lacked evidence. Example 3.

Does the Roca Labs Surgery Alternative® Solution Work Mid-Term?

Yes. However, this only evident in about 70-80% of our estimates. While these estimates are not unsatisfactory, it certainly falls under the claimed 90%.

Example 1, Example 2, Example 3.

Does the Roca Labs Surgery Alternative® Solution Work Long Term?

Example 1, Example 2, Example 3.

Are the Roca Labs Surgery Alternative® Solution Statements Trustworthy?

Our panel of experts say: "for the most part" and "more than others". Medical claims are correct. FDA regulations are observed, but not all the articles on the site are updated.

Useful links:

- [Roca Labs Reviews](#)
- [Roca Labs Website](#)

LEAVE A REPLY

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NAME *

EMAIL *

COMMENT

POST COMMENT

GASTRIC BYPASS no surgery®

[Answers now](#)
[contact](#)

Terms and Conditions

V2.3.1 Dec., 2014

Welcome to the Website of Roca Labs, Inc. (hereinafter referred to as "RL", we or us). Before you participate in our Regimen or any part of the Regimen, we want our approach to your success to be completely clear. The purpose of these *Terms and Conditions* is to clearly set forth the boundaries of our engagement with you, the customer. While it may appear that we are being overly formal, we think it is best to clearly define our approach to your success at the commencement of the relationship. In that regard, we want to ensure that you understand the Terms and Conditions set forth below.

To Start, our Regimen is a combination of the Natural Supplement Formula (the "Formula"), Anti Cravings, the Suggested Use, My Progress, our exclusive *Cash Back Reward Policy*, and most importantly, your desire to succeed. The Terms and Conditions are our promise to you, and your purchase of the Regimen from RL is your agreement to comply with these terms. **If you can not in good-faith agree to the following Terms and Conditions, then you should reconsider whether RL is right for you, as all sales are final.**

The Terms and Conditions are user-friendly and divided into the below easy-click menu:

- [Summary](#)
- [Purchase, Shipping and Return Policy](#)
- [Discount and Endorsement Policy](#)
- [Health, Medical & FDA Notice](#)
- [Privacy Policy](#)

You may click on any of these sections at any time to review the individual section or continue reading below.

DISCLAIMER LANGUAGE: PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF USE

BY USING THIS WEBSITE OR THE REGIMEN AND/OR PLACING AN ORDER FOR THE REGIMEN, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND CONDITIONS. YOU FURTHER AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE, AND ELIGIBLE TO USE THIS SITE AND/OR PLACE AN ORDER FOR ROCA LABS' PRODUCTS AND SERVICES. THE PROGRAM SHOULD ONLY BE USED BY INDIVIDUALS UNDER THE AGE OF 18 WITH BOTH ADULT SUPERVISION AND AT THE DIRECTION OF A MEDICAL OR HEALTHCARE PROFESSIONAL.

- ! All the Answers
- General questions ◀
- Medical questions ◀
- Overcoming Obesity ◀
- Compare ◀
- Terms & Conditions ▼
 - Terms & Conditions
 - Privacy Policy
 - Money Back / Reward
- 🔗 Support ◀

✓ Qualify & Order

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DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS WEBSITE, THE REGIMEN, AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, FORMULA, AND SUPPORT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE USE OF THIS WEBSITE ARE PROVIDED BY ROCA LABS ON AN "AS IS" AND "AS AVAILABLE" BASIS UNLESS OTHERWISE SPECIFIED IN WRITING. RL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE RL WEBSITE, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, FORMULA, AND SUPPORT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS, FORMULA, AND SUPPORT IS AT YOUR SOLE RISK. TO THE FULL EXTENT ALLOWABLE BY APPLICABLE LAW, RL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER THE COMPANY NOR ANY OF THE COMPANY'S AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FORMULA, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, FORMULA, AND SUPPORT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR SUCCESS. NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THE COMPANY'S PERSONNEL OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

RL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY RL PRODUCTS OR REGIMEN, OR FROM ANY INFORMATION, CONTENT, MATERIALS, FORMULA, AND SUPPORT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT RL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF THE REGIMEN; OR (C) ANY OTHER MATTER RELATING TO THIS WEBSITE.

SHOULD THE COMPANY EVER BE DEEMED LIABLE FOR ANY DAMAGES, THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE FORMULA, REGIMEN, AND SUPPORT.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMPANY'S WEBSITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS, FORMULA, AND SUPPORT, OR

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WITH ANY PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS, FORMULA, AND SUPPORT. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, THE COMPANY'S TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE FORMULA AND SUPPORT.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN THAT REGARD, YOUR AGREEMENT EXPRESSLY BINDS YOU TO THE ABOVE RECITATIONS.

Links to Third-Party Websites

The Website contains links to other sites operated by third parties ("Third-Party Site(s)"). These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose. RL does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability, or any other representation about any Third-Party Site or its content, products, or services. A link to a Third-Party Site on the RL Website does not constitute sponsorship, endorsement, approval, agreement, partnership, or responsibility for any Third-Party Site. These Terms and Conditions of use and privacy policy of any Third-Party Site may differ substantially from these Terms and Conditions. Please review the conditions of use for all Third-Party Sites individually and separately for more information about the Terms and Conditions that apply to and for those Third-Party Sites.

Protecting Children's Privacy

We are committed to protecting children's privacy on the internet and we do not knowingly collect personal information from children under the age of 13 or from any minor without a consenting adult.

Content Ownership

RL, Gastric Bypass Surgery Alternative, Gastric Bypass Alternative, Gastric Bypass Effect, Gastric Bypass Results, Natural Gastric Bypass, Gastric Bypass No Surgery and Anti Cravings are registered trademark of RL, Inc. All of the content and products on this Website are owned by RL. RL claims all property rights, including intellectual property rights, to its content and no person/entity is permitted to infringe upon those rights. RL will prosecute to the fullest extent of the law anyone who attempts to use or copy RL's property. You agree not to copy content from this Website without RL's permission. Any requests to use RL's content should be submitted in writing via the contact page.

Indemnification

You agree to indemnify, hold harmless, and at RL's option, defend it and RL's affiliates, officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to reasonable attorney's fees and expenses) arising from your improper or unauthorized use of this Website, RL's products, formula, Regimen, or support, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity, including but not limited to reimbursement of all reasonable legal fees.

Legal Jurisdiction

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These Terms and Conditions, the business dealings and relationship of the parties, and any and all transactions that materialized from the parties business relationship will be governed exclusively by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Website, RL products, or any RL services will be brought only in a court of competent jurisdiction that is located within the State of Florida. You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any legal or equitable action. A printed version of these Terms and Conditions, Disclaimers, and related materials will be admissible in judicial and administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. For purposes of the litigation issues addressed herein, you waive any right to confidentiality.

Severability of the Terms & Conditions

If any part of these Terms and Conditions are determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions shall be deemed enforceable, valid, and remain in full effect. The remainder of these Terms and Conditions are fully enforceable and legally binding.

SUMMARY

We believe that all of our Terms and Conditions are individually important. A summary of some of the Terms and Conditions are below:

- **Privacy Policy:** We will not share your private information with anyone.
- **Health Notice:** RL's products are not intended to diagnose, treat, cure, or prevent any disease and have not been evaluated or tested by the Food and Drug Administration. No representations, guarantees, or warranties of any kind come with our products or services. Your purchase of RL's products or services is at your own risk. The Company makes no guarantees regarding safety or results.
- **Medical Condition Notice:** RL is not a medical organization and we do not give medical advice. You should consult with a healthcare professional before beginning any weight loss program and using any of our products. Results may vary and depend on a variety of factors including, but not limited to your commitment to the Regimen, your eating habits, your exercise routine, and any present diagnosed or undiagnosed medical condition(s). Before purchasing, you should consult your doctor or healthcare professional concerning RL's instructions, suggested use, side effects, and any other information provided to you.
- **Website Notice:** By using this Website you agree to all Terms and Conditions. You also agree and understand that this Website does not in any way provide medical advice.
- **Custom Program/Return/Refund Policy:** Each Program is customized to meet your specific, individual goals as determined in the initial assessment. Because every product is customized, and therefore entirely unique, we have a strict no return policy once purchased and shipped.
- **Discount Policy:** We believe in our customers and rely upon their positive word-of-mouth recommendations. As detailed in our *Cash Back Reward Policy*, we offer a tremendous discount to our customers for the agreement that you will share your weight loss success with us (keep the youtube videos coming!) As part of this endorsement you also agree not to write any negative reviews about RL or our

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products because it may prevent someone who really needs RL to become healthy and feel good about him or herself, even if RL did not work for you. Customers never have to take advantage of this savings policy, but why not lose the weight, feel better, and avoid having to pay full price? Our thoughts exactly!

PURCHASE, SHIPPING & RETURN POLICY

We want to ensure that you are aware of our Purchase, Shipping, and Return policy before you buy any of our products or services, as all sales are final. This policy applies for all orders regardless of the method placed (online, telephone, facsimile, mail, etc.) Please understand that we have a strict no return policy for a good reason: each Regimen is custom formulated to meet your individual needs in order to provide the customer with his or her highest chance of weight loss success.

Submission of an order is when you submit your credit card on this Website and it constitutes a legally binding sales contract between you and RL. Within three hours of your submission, we begin custom manufacturing the Regimen for you based on your questionnaire so that you may start your Regimen as soon as possible. Because we can not simply resell the same uniquely customized Regimen to the next customer, we must maintain this policy. Please let us know if you have any questions regarding this policy by contacting us through RocaLabs.com/support. We are happy to answer any of your questions.

Purchase Policy

All orders are reviewed for pre-approval and acceptance. RL reserves the right to review all online orders at which point we may accept or decline any order for any reason, regardless of any confirmation receipt sent to the customer. We review your order and online assessment to ensure that you have the highest chance to succeed with the Program.

No Resale Policy: Because each Regimen is individually customized for each customer, RL does not permit the resale of any products. Selling open or partially used products is dangerous and may be a violation of state and/or federal law. You do not have permission or the right to sell, transfer, and/or gift any RL product to any other person or entity. You agree to be held responsible, or otherwise indemnify RL, for any and all damages that may incur (including the loss of life), by your unauthorized sale of our products. You agree to indemnify RL, its employees, officers, and directors for any and all damages that may result from your unauthorized sale, including reimbursement of reasonable attorney's fees.

Cash Back Reward Policy: As detailed more fully below, you may be given discounts in exchange for your agreement to endorse our products and share your weight loss success story with the world. You do not have to accept this option, and can always pay the full undiscounted price for our products. In accepting the discount, you grant RL the express right to publish on our Website(s) or on social media sites, such as Facebook or Twitter, your weight loss success story and irrevocably waive your right to publish, make or promote any negative reviews about RL, its products or employees.

Your Purchase Order: You may be offered several purchase options. The decision to purchase any Regimen, program, product, or service from RL is entirely up to you, the Customer. After you have read the Terms and Conditions and filled out the required order form and/or contacted the central phone service Order Department, a representative of the Order Department will contact you via email

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to verify and confirm the details of delivery. Answers given by RL telephone representatives are not a substitute for information contained on the Website, these Terms and Conditions, or any medical advice. All order details must be confirmed by you, including shipping information. You agree to pay all re-shipping and handling costs if incorrect shipping information is provided.

On occasion, our orders surpass our production capabilities and your order may enter a short waiting list. Generally, this information is posted as soon as you enter the site. You will be promptly informed of any potential shipping delays.

Payment Issues: Pursuant to Florida law, checks that are not honored for any reason will incur a customer charge of \$25-\$40, or 5% of the amount of the check, whichever is greater. Should RL institute legal or collection proceedings regarding returned/cancelled checks, the Customer will be responsible for all collection costs and attorney's fees, including filing fees, for each returned or cancelled check. Other than the above listed allowance for attorney's fees relating to payment/collection issues, neither you nor RL shall be entitled to attorney fees for other disputes between the parties.

If RL is unable to charge the full price against your payment method on file (if any), RL shall have the right to otherwise collect the full sales price from you. If RL is unable to collect the full sales price within thirty (30) days of first attempting to charge you under this agreement, RL may forward your account to our external collections agency and assess an additional \$500.00 Collection Fee. The full sales price and Collection Fee are subject to 1% monthly interest until the balance is paid in full including associated collection fees, legal fees, and costs of court as assessed separately by our collection firm.

Shipping Policy

At RL we take great pride in quickly shipping orders to our customers. We make our best effort to ship all orders by the next business day after production of the Regimen has been completed. Orders are generally shipped via United States Postal Service (USPS)-2nd day service, and follow the USPS Terms of Use. At peak holiday times, shipping may take 1 or 2 days longer than usual.

You may choose "signature required" when ordering to ensure that you will sign for your order. If the "signature required" option is chosen, RL will guarantee delivery and will reship at no extra charge if the package is not received by you.

RL offers waiver of signature solely for your convenience. You understand that if you waive signature for delivery of the product, we are without recourse in the event of loss or theft of any package shipped to you once USPS confirms delivery. Therefore, if you waive signature and we receive confirmation of delivery from USPS, then you agree to assume the burden of loss or theft and to pay the charges for items ordered as agreed and will not dispute payment for the product against RL. In the event USPS confirms delivery and you believe the item was not received, RL will reship the product for an additional charge.

You acknowledge that RL has no control over the delivery schedules of the USPS or any other delivery service. You will have no claim against us due to delivery disruptions.

You agree that in the event there is a problem with shipping, you will contact RL via Customer Care on our Website and allow RL seven (7) days to research and address the shipping issue. You also agree that if there is a shipping issue, you will file a claim with the USPS and keep us apprised of your efforts so we may help you address the issue and reship your order, if necessary.

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Generally, Customer Care/Support is available 24 hours, 7 days a week. We will make every effort to respond to you within one (1) business day of any written contact. **For your protection after your order has shipped RL requires that all contact must be in writing with Customer Care/Support through the Website ONLY.**

After your order has been shipped, the handling of the order goes to the Customer Care Department, which operates only via our Website on the Customer Care page. The dedicated professionals who respond to inquiries understand the importance of providing accurate, timely and detailed responses. Answers to inquiries are generally provided within 24 hours. If inquiries are made on a non-business day, responses are usually made by the end of the next business day.

Merchandise Return & Refund Policy

Returns prior to shipment: If you wish to cancel your order before it has been shipped, you must immediately contact the Customer Care Department via the Website in writing for a full refund.

Because all orders are customized for you, the customer, contact must occur within three (3) hours of placing your order to qualify for a full refund. This timetable is quick, but is a sacrifice borne on both parties to ensure we provide an as-promised product to the customer. Refunds may take up to ten (10) days to process.

Returns after shipment: An order is considered "shipped" once a USPS tracking number has been assigned. There are **NO** returns once the product has been shipped. If you cancel your order more than (3) three hours after it was placed, but prior to shipping, you will have the option to cancel and receive a 50% refund of the purchase price. In the event the order was canceled but nevertheless ships, we request that you simply refuse delivery. Should the shipment reach you without a chance to refuse it, simply return the shipment in its original unopened packaging pursuant to the return policy. We are sorry that we cannot give a complete refund because your order is customized and we begin this customization within (3) three hours of your order.

CASH BACK REWARD/DISCOUNT AND ENDORSEMENT

We are proud of our Regimen and the success that many of our customers have achieved, and continue to achieve. Whenever possible, we encourage our customers to share this success in hopes of inspiring others. Therefore, we offer all of our customers an incentive: a significant discount in exchange for your agreement to share your weight loss success and for your endorsement of our products. You of course do not have to agree to this discount and can always pay full price for your Regimen. This *Cash Back Reward Policy* applies to all discounted orders regardless of the method placed (online, telephone, facsimile, mail, etc.) Please let us know if you have any questions regarding this policy by contacting us through RocaLabs.com/support.

Submission of a discounted order through this Website constitutes a sales contract between you and RL, and each party is bound under these Terms and Conditions as they were pursuant to the initial customer order.

Full Price: The full price for your custom Regimen and RL support is \$1,580.00.

Cash Back Reward Policy: RL offers our customers a unique incentive for success that very few companies employ: we offer you, the customer, a way to lose weight *and* earn

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cash back. In exchange for a return of a portion of the full purchase price paid for your custom order (often between 50 and 100%), we require that our qualifying customers perform the following:

- (1) You will help promote RL and our products by sharing your weight loss success by making an inspirational video documenting your success story and how RL helped you finally reach your goals. This constitutes your endorsement of RL and will be considered as such.
- (2) You agree to like us on Facebook and follow us on Twitter to help promote the Regimen.
- (3) You agree to allow us to contact you from time to time via electronic mail or telephone to learn further about your success.
- (4) You agree that RL can use any and all information that you provide about your weight loss success to market RL to the public. At your request, this can be done with a screen name of your choice, but with real pictures and video.
- (5) You irrevocably assign and grant RL the right to use your likeness, weight loss story, and any photographs or videos supplied to us in any and all marketing efforts including online marketing, electronic, television, print, radio, billboard, email and other forms of advertising. In that regard, you hereby assign to RL without compensation or further obligation, all rights now known or hereafter existing, to use, allow others to use, or assign the right to use, to your weight loss story and any images and/or videos that you submitted to RL.
- (6) You further agree that your weight loss story and all materials provided to RL may be used without restriction for any purpose whatsoever, commercial or otherwise, without further compensation to you, including the right to use, reproduce, modify, adapt, publish, transmit, publicly perform or display, translate, create derivative works from, or otherwise communicate to the public your weight loss story on this Website or elsewhere by us, our assigns or others we have allowed to use your story and materials. You will not assert any proprietary right or moral right of any kind with respect to any materials provided to us by you.

Moreover, nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the RL's sole discretion to terminate this Agreement at any time without cause.

Non-Disparagement Clause

You agree that regardless of your personal experience with RL, you will **not** disparage RL and/or any of its employees, products, or services. This means that you will not speak, publish, cause to be published, print, review, blog, or otherwise write negatively about RL, or its products or employees in any way. This encompasses all forms of media, including and especially the internet. This paragraph is to protect RL and its current and future customers from the harm of libelous or slanderous content in any form, and thus, your acceptance of these Terms and Conditions prohibits you from taking any action that negatively impacts RL, its reputation, products, services, management, or employees. We make it clear that RL and its Regimen may not be for everyone, and in that regard, the foregoing clause is meant to prevent "one person ruining it for everyone." Should any customer violate this provision, as determined by RL in its sole discretion, you will be provided with seventy-two (72) hours to retract the content in question. If the content remains, RL would be obliged to seek all legal remedies to protect its name, products, current customers, and future customers.

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If you breach this Agreement, as determined by RL in its sole discretion, all discounts will be waived and you agree to pay the full price for your product. In addition, we retain all legal rights and remedies against the breaching customer for breach of contract and any other appropriate causes of action.

Any violation of this provision of the Agreement is deemed a material breach and you agree that RL has no adequate remedy at law to protect its rights.

***Under current law, the above paragraphs may not apply to California residents or transactions that take place in California. If you have concern over your obligations under the foregoing policy, please consult an attorney prior to entering into any purchase agreement with RL. This is for your protection as much as it is for RL's.**

MEDICAL, HEALTH & FDA POLICY

Weight loss results will always vary from individual to individual. Always consult your physician or healthcare professional before making any dietary changes or starting any nutrition, weight control, or exercise program. Pursuant to current law, our products have not been evaluated by the Food and Drug Administration ("FDA") and are not intended to diagnose, treat, cure, or prevent any disease. Please let us know if you have any questions regarding this and any other policy by contacting us through Rocalabs.com/Support.

FDA Notice: In accordance with the Dietary Supplement Health and Education Act (DSHEA), dietary supplements and nutraceuticals do not require approval by the FDA. For more information on FDA requirements, please visit www.fda.gov.

Further and in accordance with the DSHEA, you are hereby notified that none of RL products have been evaluated, tested, or approved by the FDA. Our products are manufactured in an FDA compliant facility and are categorized as a "food additive." Our products should not be used in place of or as a substitute for recommendations by your healthcare professional. These statements are based on the known activity of the specific ingredients in this product. No clinical study has been performed on this product.

Medical and Health Notice: Consult with your doctor or healthcare professional before beginning your RL Regimen. RL isn't a medical organization and we can't give you medical advice. We urge you to get periodic medical checkups while participating in your RL Regimen. Medical monitoring is especially important for people with a known medical condition. Do not purchase our products if you suffer from a medical condition without first consulting your doctor.

The primary components of our weight loss products are Guar Gum, Konjac, Inulin, Beta Glucan, Xanthan Gum, Maltodextrin, Vitamins B-6, B-12 and C. Please discuss these ingredients with your physician or healthcare professional before using our product.

Health Disclaimer: This Website provides weight loss information with respect to RL's products and Regimen, and is intended for educational and informational purposes **only**. RL is not a medical organization and our staff cannot give you medical advice or any diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information on this Website should not be interpreted as a substitute for a consultation, evaluation, or treatment by a healthcare professional. Occasionally the Website may use terms that appear to be medical in nature; however, the terms on the Website are not designed to imply any medical relationship, or that medical advice is

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being given, or that the RL is a medical product or regulated medicine/drug. RL should not be used by individuals under the age of 18 without adult supervision and recommendation by a medical or healthcare professional.

Weight Loss Goals: Please consult with a healthcare professional to determine your safest weight loss goals. How much weight you lose and how successful you are is totally up to you, the customer, but we urge all our customers to endeavor to lose weight safely. There are numerous factors that contribute to weight loss and we do not guarantee results.

Online Customer Service: RL's online customer service is not intended to provide medical advice, diagnosis, or treatment. Our customer service representatives are not available to diagnose, treat, or otherwise advise customers concerning medical issues or decisions. None of the statements made by RL or its representatives should be viewed as such. Please consult your doctor before beginning any weight loss program. Weight loss results may vary depending upon individual characteristics and use, and no customer should compare results to any other customer.

Privacy Policy

RL has created this privacy policy to demonstrate our commitment to protecting your privacy, and to disclose our information-gathering and dissemination practices. This privacy policy is to inform you of, among other things, (a) the information RL collects through our Website(s), (b) how we use that information, and (c) how you can opt out of certain uses of the information we collect. Please let us know if you have any questions regarding this privacy policy by contacting us through RocaLabs.com/support.

Collecting Information: The purpose of collecting and cataloging your personal information is to provide you with a more customized experience. This information lets us provide services and features that we think are more likely to meet your needs.

RL collects two types of information when you visit our Website(s) or you do business with us via any medium:

- (1) Personal Information that may be used to identify you individually, such as your name, physical address, phone number, email address or date of birth ("personal information"); and
- (2) Non-Personal Information, such as IP addresses, the type of browser you are using, and aggregated information about user activities on our Website(s) ("non-personal information").

Personal Information: We specifically request personal information from you at certain points on and off our Website(s). For example, when you call us, visit our Website(s), or when you purchase our Regimen or service, we collect personal information which may include your name, shipping and billing addresses, telephone number, email address, credit card information, and date of birth. You may always choose not to provide us with

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your personal information; however, this may limit our ability to assist you with your weight loss goals.

Non-Personal Information: When you visit our Website(s), we also collect non-personal information, such as your IP address, which is a number that can be used to identify your location and Internet Service Provider. We may also collect other information such as the type of browser or device you are using, the URL from which you came to our Website(s) and the URLs that you visited on our Website(s). A URL is the full address of a Website page, which may contain some personal or identifying information about the person who is viewing it.

Children's Privacy: We are committed to protecting the privacy of children. You should be aware that this Website is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person whom we have knowledge is under the age of 13. This Website and RL is not designed for people under the age of 13 and we do not collect information on anyone 13 and under.

Information RL Obtains from Other Sources: RL may collect information about you from other sources, including through interactive applications (such as mobile devices/applications and third-party services) and from commercially available sources (such as data aggregators and public databases). For example, if you access third-party services (such as Facebook Connect) through or in connection with our Website(s), we collect information available about you through those services, including but not limited to, personal information as well as publicly observable data, such as activities on blogs, videos, and other online postings.

Use of Cookies: We may also use a feature of your browser called a cookie to assign identification to your computer that may be placed by us or a third party with whom we partner. Cookies allow us to better understand you, the customer. Cookies by themselves cannot be used to find out the identity of any user, but may be combined with identity information in our cataloged files. You can turn off the cookie feature by using your browser preference options. Current versions of many Web browsers offer enhanced user controls for the placement and duration of cookies. Search for "cookies" under your Web browser's "Help" menu for more information on the cookie management features available to you.

We may use cookie and IP address information to count and track Website visits and purchases in the aggregate, to personalize the Website(s) for each unique customer, to control the frequency of individual advertisements to individual computers, and to target advertisements and promotions to broad demographic segments. We may also use IP addresses to help diagnose problems with our server.

Use of Pixel Tags: We may also collect information through the use of "pixel tags" on our Website (s) and in email messages we may send to you that may be placed by us or a third party with whom we partner. Pixel tags, also known as "Web beacons," are tiny graphic files, not visible to the human eye, that are included in HTML-encoded email messages. When such a message is opened in an HTML-capable email program, the recipient's computer will access our server to retrieve the pixel tag file, allowing us to record and store, along with the recipient's email address, the date and time the recipient viewed the email message, the fact that the recipient's email program is capable of receiving HTML-encoded email, and other standard logging information. The pixel tag may also see or read cookies. RL may use pixel tags in order to measure and understand traffic better, to track visitor

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behavior to improve user experience, and for tracking promotional and marketing campaign response, among others. You can disable the pixel tag feature by changing your browser settings to omit images and disable Javascript, or there are commercial software packages available that can omit pixel tags and most advertisements.

Do Not Track Signals: Some web browsers offer a "Do Not Track" ("DNT") signal that is an HTTP header field indicating your preference regarding tracking or cross-site user tracking. We do not collect personal information when you visit our Website(s) unless you provide such information to RL.

Disclosure of Information: RL does not make your personal information available to any third-party for marketing purposes and we will not disclose any of your personal information unless (a) agreed to by you, (b) to comply with a court order, or (c) for your own safety.

RL's Use of Personal Information and Non-Personal Information: We use your personal information to process your requests, fulfill your order(s), communicate with you about your orders, send important notices or tell you about new products or services. We may also use your personal information to improve our products, services, and advertising, personalize our Website(s), target advertising or promotions that may be of interest to you, or otherwise conduct business that we feel would be of interest to you. We may also contact you to see if you are interested in participating in market research regarding RL. You are free to decline such contact, but we greatly value the input from our customers. For information about opting out of such communications, please see our Opt-Out Policy section below.

Customer Service Contact: We may use your personal information to contact you in response to customer service complaints you have submitted or to verify information concerning a transaction.

Transaction Processing: When you make a purchase, we may need to provide personal information, including information such as your shipping address, billing information, telephone number, and credit card information, to third parties, including product manufacturers and shipping companies, as necessary solely to complete the transaction.

Legal Requirements: We may, in our sole discretion, disclose personal information when we deem necessary or appropriate to law enforcement or other entities or third parties as required by law or to protect our rights or the rights of others, to prevent harm to persons or property, to fight fraud, identity theft, to respond to claims, to protect our systems and customers, to ensure the integrity and operation of our business and systems, to protect the rights, property, or safety of RL and its employees or others, or otherwise to comply with the law or legal process.

Opt-Out Policy: You may opt out of receiving communication from us, from Affiliated Companies, or from other third parties by contacting us through RocaLabs.com/support or writing to us at:

Roca Labs, Inc.
PO Box 5309
Sarasota, FL 34277
Attention: Legal Department

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In addition, we may contact you via email or use targeted online advertising. In the case of electronic mail, we may include instructions to enable you to unsubscribe from future emails if you so choose. You agree and understand that we will do our best to comply with your request as quickly as possible.

Security: RL uses industry-standard security measures to protect the loss, misuse, and alteration of the information under our control, and we make all good-faith efforts to store your personal information in a secure operating environment. Unfortunately in this day and age, no data transmission over the internet can be guaranteed to be absolutely secure. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to RL, and you do so at your own risk.

Changes to This Policy: This policy may change from time to time. If we make any substantive changes to the policy in the future with regard to how we use your information, we will post those changes on our Website(s) in this location together with the date of the last update. Your continued business relationship or use of the Website (s) after the changes are posted constitutes your agreement to the changes, both with regard to information we have previously collected from you and with regard to information we collect from you in the future. If you do not agree to the changes, please contact us to discuss the changes, or you may simply discontinue your use of our Website(s) or our business relationship.

Contacting RL

Please feel free to share any comments, concerns, or complaints with us. If you have any questions about the Terms and Conditions or the practices of this Website and RL, please contact:

Roca Labs, Inc.
PO Box 5309
Sarasota, FL 34277
Attention: Legal Department
or via email through RocaLabs.com/support

BY CHECKING THE REQUIRED BOX PRIOR TO PLACING YOUR ORDER, YOU AGREE THAT YOU HAVE READ THE COMPANY'S AGREEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENTS, HAVE CONSULTED AN ATTORNEY OF YOUR CHOICE OR HEREBY WAIVE YOUR RIGHT TO DO SO, AND THUS, AGREE TO BE BOUND BY THE FOREGOING TERMS AND CONDITIONS *IN PERPETUITY.*



*Results may vary. Results of other users may not be typical.

The site (or the procedure and the products) are not intended to provide medical advice and are not intended to diagnose, treat, cure, or prevent any disease. The site has not been evaluated nor, based on requirements, have the products been tested by the Food and Drug Administration. None none of the statements on this website should be viewed as such. Consult your doctor before beginning any weight loss program. Weight loss results may vary depending upon individual characteristics and use. Before purchasing you should review Roca Labs, Inc.'s [Instructions](#), [Suggested Use](#), [Side Effects](#), [Terms and Conditions](#).

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Gastric Bypass NO surgery*
Gastric Bypass Results*

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How much weight will I lose?
What is it?
Am I Qualified?



Roca Labs®

inventors of the
Gastric Bypass Alternative®

Qualify & Order
Cost & insurance
Tel: 855.933.1010
Contact us

Gastric Bypass Effect®
Natural Gastric Bypass®
Speedy Gastric Bypass™

Is it safe if I...?
Am I qualified?




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☰ All the answers 

TERMS AND CONDITIONS OF USE

V2.0 Aug, 2014

Welcome to the website of Roca Labs Nutraceuticals USA, Inc. (hereinafter referred to as "RLN", we or us). When you visit this website, RLN or use our Program or any part of the Program we want to ensure that you understand that they are subject to the terms and conditions below. Our Program is a combination of the Natural Supplement Formula (the "Formula"), Anti Cravings, plus the Suggested Use, My Progress, and our exclusive Money Back Reward System. This website and the Program are subject to the terms and conditions below. These terms and conditions are our promise to you and your use of this website and/or purchase of the Program is your binding agreement to comply with these terms. We may make changes to the website and the Terms and Conditions. It is your responsibility to review the Terms and Conditions for updates or changes. If you do not agree to all of these Terms and Conditions of use, do not use this site!

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- Overcoming Obesity ◀
- Compare ◀
- ✓ Qualify & Order
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 - Terms & Conditions
 - Privacy Policy
 - Money Back / Reward
- 📞 Support ◀

To make it easier for you to read our Terms and Conditions, we have broken it into sections including:

- [Summary](#)
- [Purchase, Shipping and Return Policy](#)
- [Discount and Endorsement Policy](#)
- [Health, Medical & FDA Notice](#)
- [Privacy Policy](#)

You may click on any of these sections at any time to review the individual section or continue reading below.

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF USE (collectively with any amendments hereto, "TERMS AND CONDITIONS"). BY USING THIS WEB SITE OR THE PROGRAM AND/OR PLACING AN ORDER FOR THE PROGRAM, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND CONDITIONS AND ANY AMENDMENTS THERETO, AND AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ELIGIBLE TO USE THIS SITE AND PLACE AN ORDER FOR ROCA LAB'S PRODUCTS AND SERVICES.

THIS WEBSITE IS NOT INTENDED FOR USE BY ANYONE UNDER THE AGE OF 13. THE PROGRAM SHOULD ONLY BE USED BY INDIVIDUALS UNDER THE AGE OF 18 WITH BOTH ADULT SUPERVISION AND AT THE DIRECTION OF A MEDICAL OR HEALTHCARE PROFESSIONAL.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS WEBSITE, THE PROGRAM AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, FORMULA AND SUPPORT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE USE OF THE WEBSITE ARE PROVIDED BY ROCA LABS ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. RLN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE RLN WEBSITE, OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE, PROGRAM, PRODUCTS AND SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, RLN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RLN DOES NOT WARRANT THAT OUR PROGRAM, PRODUCTS, INFORMATION, CONTENT, FORMULA, SUPPORT OR MATERIALS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE, RLN'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM RLN ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RLN WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY RLN PRODUCTS, PROGRAM OR FROM ANY INFORMATION, CONTENT OR MATERIALS, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

THE PROGRAM, FORMULA AND SUPPORT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER THE COMPANY NOR ANY OF THE COMPANY'S AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FORMULA & THE SUPPORT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, SUCCESS, OR OTHERWISE. NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THE COMPANY'S PERSONNEL OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT RLN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF THE PROGRAM; OR (C) ANY OTHER MATTER RELATING TO THIS WEBSITE.

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE FORMULA & SUPPORT. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMPANY'S WEBSITE,

FORMULA OR SUPPORT, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE, THE FORMULA &/OR THE SUPPORT. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Links to Third-Party Websites

The Site contains links to other sites operated by third parties ("Third-Party Site(s)"). These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose. RLN does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third-Party Site or its content, products, or services. A link to a Third-Party Site on the RLN website does not constitute sponsorship, endorsement, approval or responsibility for any Third-Party Site. The conditions of use and privacy policy of any Third-Party Site may differ substantially from the Conditions of Use. Please review the conditions of use for all Third-Party Sites for more information about the terms and conditions that apply to your use of Third-Party Sites.

Protecting Children's Privacy

We are committed to protecting children's privacy on the Internet and we do not knowingly collect personal information from children under the age of 13.

Content Ownership

RLN, Gastric Bypass Surgery Alternative, Gastric Bypass Alternative, Gastric Bypass Effect, Gastric Bypass Results, Natural Gastric Bypass, Gastric Bypass No Surgery and Anti Cravings are registered trademark of RLN, Inc. All of the content and products on this Website are owned by RLN. RLN claims all property rights, including intellectual property rights, to its content and no person/entity is permitted to infringe upon those rights. RLN will prosecute to the fullest extent of the law anyone who attempts to use or copy RLN's property. You agree not to copy content from this Website without RLN's permission. Any requests to use RLN's content should be submitted to us by e-mail from the contact page.

Indemnification

You agree to indemnify, hold harmless and, at RLN's option, defend it and RLN's affiliates, officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper or unauthorized use of this Website, our products, formula or support, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

Legal Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Website, RLN products or services will be brought only in a court of competent jurisdiction that is located within Sarasota County, in the State of Florida. You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. A printed version of these Terms, Conditions and Disclaimer and related materials will be admissible in judicial and administrative proceedings based upon or relating to these Terms, Conditions and Disclaimer to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. For purposes of the litigation issues addressed herein, you waive any right to confidentiality.

Severability of the Terms & Conditions

If any part of these Terms and Conditions, and/or Disclaimers of use are determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions shall be deemed enforceable, valid and in full effect. The remainder of these Terms and Conditions, and Disclaimers are fully enforceable and legally binding.

SUMMARY

We believe that all of our terms and conditions are equally important, however a summary of some of the terms and conditions are as follows:

- **Privacy Policy.** We will not share your private information with anyone.
- **Health Notice.** RLN's products are not intended to diagnose, treat, cure, or prevent any disease and have not been evaluated or tested by the Food and Drug Administration. Statements, other than clinical, have not been evaluated by the Food and Drug Administration.
- **Medical Condition Notice.** RLN isn't a medical organization and we can't give you medical advice. Consult with your doctor or healthcare professional before beginning any weight loss program. Results may vary and depend on a variety of factors including but not limited to your commitment and medical condition. Before purchasing you should check Instructions, Suggested Use, Side Effects and consult with your doctor or healthcare professional about this or any other nutraceutical.
- **Website Notice.** By using this website you agree to all Terms and Conditions. You also agree that this website does not provide medical advice.
- **Custom Program.** The Program is customized to meet your specific goals as determined in the assessment. Your Program is custom crafted to meet your needs. Because every product is customized, we have a strict NO return policy.
- **Return/Refund Policy.** Once purchased and shipped, RLN products cannot be returned and NO refunds will be given.
- **Discount Policy.** We believe in our customers and that word of mouth is the best way to sell our products. As detailed in our discount policy, we offer a tremendous discount to our customers for the agreement that you will promote our products and

when possible share your weight loss success with us (keep the youtube videos coming). As part of this endorsement you also agree not to write any negative reviews about RLN or our products. Customers never have to take advantage of this savings program (most do) and you can always pay full price.

PURCHASE, SHIPPING & RETURN POLICY

We want to ensure that you are aware of our Purchase, Shipping and Return policy before you buy any of our products or services. This policy applies for all orders regardless of the method placed (online, telephone, facsimile, mail, etc.). Please understand that we have a strict **NO RETURN** policy. This is because your Program is custom formulated to meet your individual needs to give you the highest chance of weight loss success. Please let us know if you have any questions regarding this privacy policy by contacting us through RocaLabs.com/support.

Submission of an order is when you submit your credit card on this website and it constitutes a legally binding sales contract between you and RLN, with your order submission the equivalent to your personal signature to this agreement and all terms contained within it. Within three hours of your submitting your order, we begin custom manufacturing the Program for you so that you may start your Program as soon as possible.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THESE TERMS BEFORE MAKING A PURCHASE. PLACING AN ORDER INDICATES THE UNCONDITIONAL ACCEPTANCE OF THESE TERMS. DO NOT PURCHASE FROM US IF YOU DO NOT AGREE TO BE BOUND BY THE ALL TERMS.

Purchase Policy

RLN reserves the right to review all online orders at which point we may accept or decline any order for any reason, regardless of any confirmation receipt sent to the customer. All orders must be reviewed for pre-approval and acceptance. We review your order and online assessment to ensure that you have the highest chance to succeed with the Program.

No representations, guarantees or warranties of any kind come with our products or services. RLN's products are not intended to diagnose, treat, cure, or prevent any disease and have not been evaluated or tested by the Food and Drug Administration. Your purchase of RLN's products or services is at your own risk. The Company makes NO guarantees regarding results.

RLN does not permit the resale of our products. Selling open or partially used products is dangerous and may be a violation of state and/or federal law. You do not have permission or the right to sell, transfer and/or gift any RLN product to any other person or entity. RLN will hold you responsible for any and all damages that may incur (including the loss of life), by your unauthorized sale of our products. You agree to indemnify RLN, its employees, officers and directors for any and all damages that may result from your unauthorized sale.

Discounted Price: As detailed in our the Discount & Endorsement Policy section below, you may be given discounts in exchange for your agreement to endorse our products

and share your weight loss success with the world. You NEVER have to accept this option and can always pay the full undiscounted price for our products. In agreeing to these discounts you are granting RLN the right to publish on our website(s) or on social media sites such as Facebook or Twitter your weight loss success and irrevocably waive your right to publish, make or promote any negative reviews about RLN, its products or employees.

Your Purchase Order: You may be offered several purchase options. The decision to purchase any Program, product or service from RLN is entirely up to you the Customer. Which Program, product or service is best for you is your sole decision.

After you have read the Terms, Conditions and Disclaimer and filled out the required order form and/or contacted the central phone service Order Department, a representative of the Order Department will contact you via email to verify and confirm the details of delivery. Answers given by RLN telephone representatives are not a substitute for information contained on the Website, these Terms and Conditions, or any medical advice. All order details must be confirmed by you, including shipping information. You agree to pay all re-shipping and handling costs if incorrect shipping information is provided.

On occasion, our orders surpass our production capabilities and your order may enter a short waiting list. Generally, this information is posted as soon as you enter the site. You will be informed of any potential shipping delays at time of order.

Payment Problems: Pursuant to Florida law, checks that are not honored for any reason will incur a Customer charge of \$25-\$40, or 5% of the amount of the check, whichever is greater. Should RLN institute legal or collection proceedings regarding returned/cancelled checks or cancelled/disputed credit cards/PayPal, the Customer will be responsible for all collection costs and attorney's fees, plus filing fees, for each returned or cancelled check or for each cancelled credit card/PayPal payment. Other than the above listed allowance for attorney's fees relating to payment/collection issues, neither you nor RLN shall be entitled to attorney fees for other disputes between the parties. Invoices are sent directly to the electronic mail boxes supplied by you and it is your responsibility to provide an active/working email account.

Chargeback and Dispute Policy: In making a purchase, you agree to all of RLN terms and conditions. You agree not to dispute any payment (unless the amount is erroneous) and waive your right to initiate a chargeback by any financial institution, including but not limited to any bank, merchant processor or credit card company. You acknowledge and agree that disputing any payment causes damage to RLN and gives us the right to seek compensation from you these damages. In the event that you dispute payment, then RLN has the unfettered right to revoke any and all discounts agreed to at the time of purchase and you shall be liable to RLN for the full sales price of \$1,580.

If RLN is unable to charge the the full price against your payment method on file (if any), RLN shall have the right to otherwise collect the full sales price from you. If RLN is unable to collect the full sales price within 30 days of first attempting to charge you under this agreement, RLN may forward your account to our external collections agency and assess an additional \$500.00 Collection Fee. The full sales price and Collection Fee are subject to 1% monthly interest until the balance is paid in full including associated

collection fees, legal fees, and costs of court as assessed separately by our collection firm. As a customer of RLN, you hereby expressly agree to these Terms.

Shipping Policy

At RLN we take great pride in quickly shipping orders to our customers. We make our best effort to ship all orders by the next business day after production of the Procedure Kit has been completed. Orders are generally shipped via United States Postal Service (USPS) 2nd day service and follow the USPS Terms of Use. At peak holiday times, shipping may take 1-2 days longer than usual.

You may choose "signature required" when ordering to ensure that you will sign for your order. If the "signature required" option is chosen, RLN will guarantee delivery and will reship at no extra charge if the package is not received by you.

RLN offers waiver of signature solely for your convenience. You understand that if you waive signature for delivery of the product, we are without recourse in the event of loss or theft of any package shipped to you once USPS confirms delivery. Therefore, if you waive signature and we receive confirmation of delivery from USPS, then you agree to bear the burden of loss or theft and to pay the charges for items ordered as agreed and will not to dispute payment for the product against RLN, and your recourse does not include the right to file a charge-back claim to your credit card company. In the event USPS confirms delivery and you believe the item was not received, RLN will reship the product for an additional charge of \$150.

You acknowledge that RLN has no control over the delivery schedules of the USPS or any other delivery service. You will have no claim against us due to delivery disruptions.

You agree that in the event there is a problem with shipping, you will contact RLN via Customer Care on our Website and allow RLN 7 days to research and address the shipping issue. You also agree that if there is a shipping issue, you will file a claim with the United States Postal Service and keep us apprised of your efforts so we may help you address the issue and reship your order, if necessary. You agree, however, that a shipping issue does not give you the right to withhold or dispute the charge with your credit card company or with PayPal. You agree that doing so would cause damage to RLN and will give us the right to seek compensation from you for our damages.

Once you place an order, you are entitled to Customer Care /Support. Generally, Customer Care/Support is available 24 hours, 7 days a week. We will make every effort to respond to you within 24 hours of any written contact. **For your protection after your order has shipped RLN requires that all contact must be in writing with Customer Care /Support through the Website ONLY.**

After your order has been shipped, the handling of the order goes to the Customer Care Department, which operates only via our Website on the Customer Care page. The dedicated professionals who respond to inquiries understand the importance of providing accurate, timely and detailed responses. Answers to inquiries are generally provided within 24 hours. If inquiries are made on a non-business day, responses are usually made by the end of the next business day.

Merchandise Return & Refund Policy

Returns prior to shipment: If you wish to cancel your order before it has been shipped, you must immediately contact the Customer Care Department via the Website in writing for a full refund. All orders are customized for your individual needs and to qualify for a full refund this contact must occur within three (3) hours of placing your order. You agree that you WILL NOT contact your credit card company or PayPal in these instances, as you agree that the charge was valid and authorized at the time you placed your order. Refunds may take up to 10 days to process. Greater delays in refunds are likely to occur if you dispute a charge with PayPal as the funds are automatically put on hold until the dispute has been resolved.

In the event the order was canceled but still ships by a mistake, simply refuse delivery or return the shipment in its original unopened package for a full refund.

If you cancel your order more than three hours after it was placed, but prior to shipping, you will have the option to cancel and receive a 50% refund of the purchase price. We are sorry that we cannot give a complete refund, but as your order is customized and we make a best effort to begin this customization three hours after the order has been placed. Your customized Program cannot be sold to another customer.

Returns after shipment: An order is considered "shipped" once a USPS tracking number has been assigned. There are **NO** returns once the product has been shipped. DO NOT PURCHASE any product from us unless you agree to this no return policy. Your order is your acceptance of this NO RETURN policy.

Your RLN order is a special order and is non-refundable. We do not guarantee any results for the use of our product and individual results may vary. There are many factors that may prevent you from achieving your weight loss goal. Thus, our product cannot be returned

DISCOUNT & ENDORSEMENT POLICY

We are proud of our product and the success that many of our customers have in achieving their weight loss goals and whenever possible, we like to share this information. We offer all of our customers a significant discount in exchange for your agreement to share your weight loss success and for your endorsement of our products. You **do not** have to agree to this discount and can always pay full price for our product. This Discount & Endorsement Policy applies for all discounted orders regardless of the method placed (online, telephone, facsimile, mail, etc.). Please let us know if you have any questions regarding this privacy policy by contacting us through Rocalabs.com/support.

Submission of a discounted order through this website constitutes a legally binding sales contract between you and RLN, with your order submission the equivalent to your personal signature to this agreement and all terms contained within it.

Full Price: The full price for your custom nutraceutical product and product support is \$1,580.00. You may always purchase our product and support at full price and do not have to take advantage of this discount agreement.

Discount & Endorsement Agreement: In exchange for a discounted price on your custom order (a savings of at least \$800.00), you agree to all of the following:

- (1) You will consult with a doctor, medical or healthcare professional before beginning any weight loss program and using any of our products. You agree that diet (reducing calorie intake) and exercise is the best combination for weight loss success and will discuss this with your doctor, medical or healthcare professional.
- (2) You will follow the suggested use that come with your order and that are explained in detail on the Website. We will answer any questions that you may have about using the product and can be contacted 24/7 via the Website. Please allow up to 3 business days for a response.
- (3) You will help promote RLN and our products by sharing your weight loss success with us. You agree to like us on Facebook and follow us on Twitter. You agree that from time to time we may contact you via electronic mail or telephone to learn about your success.
- (4) You agree that we can use any and all information that you provide about your weight loss success in RLN marketing efforts. This can be done with a screen name of your choice but with real pictures and video. You hereby irrevocably assign and grant RLN the right to use your likeness, weight loss story and any photographs or videos supplied to us in any and all marketing efforts including online marketing, electronic, television, print, radio, billboard, email and other forms of advertising. This endorsement is granted in exchange for the discount provided at time of purchase and no payment from RLN to you for use of your likeness is owed or shall become due and payable. You hereby assign to RLN without compensation or further obligation, all rights now known or hereafter existing to use, allow others to use, or assign the right to use, to your weight loss story and any images and/or videos that you submitted to RLN. You further agree that your weight loss story and all materials provided to RLN may be used without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you, including the right to use, reproduce, modify, adapt, publish, transmit, publicly perform or display, translate, create derivative works from, or otherwise communicate to the public your weight loss story on this website or elsewhere by us, our assigns or others we have allowed to use your story and materials. You will not assert any proprietary right or moral right of any kind with respect to any materials provided to us by you.
- (5) You agree that regardless of your outcome, you will **not** disparage RLN and/or any of our employees, products or services. This means that you will not speak, publish, cause to be published, print, tweet, review, blog or write negatively about RLN, or our products or employees in any way. You further agree that in an effort to prevent the publishing of libelous or slanderous content in any form, your acceptance of this sales contract prohibits you from taking any action that negatively impacts RLN, its reputation, products, services, management or employees.

Should you violate this provision, as determined by RLN in its sole discretion, you will be provided with seventy-two (72) hours to retract the content in question. If the content remains, in whole or in part, you will immediately be billed \$3,500.00 USD for legal fees and court costs until such complete costs are determined in litigation. Should these charges remain unpaid for 30 calendar days from the billing date, your unpaid invoice will be forwarded to our third party collection firm and will be reported to consumer credit reporting agencies until paid. In addition, if requested by RLN, you agree to

provide RLN with a notarized affidavit that your disparaging remarks or review contained factually inaccurate material, was incorrect and breached this agreement.

Any violation of this provision of the Agreement is deemed a material breach and you agree that The Company has no adequate remedy at law. You further consent to and agree to entry of an injunction by a Court of competent jurisdiction in enforcement of your violation of this term and condition.

(6) If you breach this Agreement, as determined by RLN in its sole discretion, all discounts will be waived and you agree to pay the full price for your product within 3 business days of demand. In addition, we retain all legal rights and remedies against you for breach of contract and any other appropriate causes of action.

(7) Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Company's sole discretion to terminate this Agreement at any time without cause.

MEDICAL, HEALTH & FDA POLICY

Weight-loss results will always vary for individuals on any diet. Always consult your physician or healthcare professional before making any dietary changes or starting any nutrition, weight control or exercise program. Our products have not been evaluated by the Food and Drug Administration ("FDA") and are not intended to diagnose, treat, cure or prevent any disease. Please let us know if you have any questions regarding this privacy policy by contacting us through RocaLabs.com/support.

FDA. Notice: In accordance with the Dietary Supplement Health and Education Act (DSHEA), dietary supplements and nutraceuticals do not require approval by the FDA. For more information on the FDA please visit www.fda.gov. In accordance with the DSHEA, you are hereby notified that none of RLN products have been evaluated, tested or approved by the FDA and RLN products are not intended to diagnose, treat, cure or prevent any disease.

Our products are manufactured in an FDA compliant facility and are categorized as a "food additive" and can be used without a prescription. Our products contain only certified ingredients. Our products should not be used in place of or as a substitute for recommendations by your healthcare professional. These statements are based on the known activity of the specific ingredients in this product. No clinical study has been performed on this product. RLN believes that the information provided hereunder complies with all federal laws and regulations.

Medical & Health Notice: Consult with your doctor or healthcare professional before beginning any weight loss program. RLN isn't a medical organization and we can't give you medical advice. We strongly urge you to consult with your physician (or primary health-care provider) before starting any weight loss plan. We also urge you to get periodic medical checkups.

Weight loss can create physical changes that should be medically monitored. Studies have shown, for example, that weight loss can aggravate gall bladder illness. Medical monitoring is especially important for people with a known medical condition. DO NOT

purchase our products if you suffer from a medical condition without first consulting your doctor.

The primary components of our weight loss products are Guar Gum, Konjac, Inulin, Beta Glucan, Xanthan Gum, Maltodextrin, Natural and Artificial Flavors, Vitamins B-6, B-12 and C. Please discuss these ingredients with your physician or healthcare professional before using our product.

Health Disclaimer: This Website provides weight loss information and is intended for educational and informational purposes only. RLN is not a medical organization and our staff cannot give you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information on this Website should not be interpreted as a substitute for physician consultation, evaluation, or treatment. Occasionally the Website may use terms that appear to be medical in nature (such as Health Application and dosage). The terms on the Website are not designed to imply any medical relationship or that medical advice is being given or that the program is a medical product or regulated medicine/drug. The Program is classified as a food additive, and is not a medicine/drug.

You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen. This Website is intended for use only by healthy adult individuals. All individuals are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

The program should not be used by individuals under the age of 18 without adult supervision and recommendation by a medical or healthcare professional.

Weight Loss Goals: Please consult with a physician or medical professional to determine your weight loss goals. How much weight you lose and how successful you are is totally up to you the customer. There are numerous factors that contribute to weight loss and we do not guarantee results.

Online Chat and Customer Service

Online Chat and customer service are not intended to provide medical advice, diagnosis or treatment. Our products are not intended to diagnose, treat, cure, or prevent any disease and have not been evaluated or tested by the Food and Drug Administration and none of the statements should be viewed as such. Consult your doctor before beginning any weight loss program. Weight loss results may vary depending upon individual characteristics and use.

Privacy Policy

RLN has created this privacy policy to demonstrate our commitment to protecting your privacy, and to disclose our information-gathering and dissemination practices. This privacy policy is here to tell you about, among other things, the information RLN collects through any of our Web sites and how we use that information, how you can opt out of certain uses of the information we collect, and how RLN can make changes to this privacy policy. Please let us know if you have any questions regarding this privacy policy by contacting us through RocaLabs.com/support.

But first a note about **children's privacy** . . .

We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13. In fact we make a best effort to not attract anyone under the age of 13 and our site is not designed for people under the age of 13 and we do not collect information on anyone 13 and under.

Collecting Information. In collecting your personal information, we aim to provide you with a more customized experience. This information lets us provide services and features that we think are more likely to meet your needs. Of course, users may be able to use our products or services or browse our Web sites without providing any personal information, but once you give us this personal information, you are not anonymous to us.

RLN collects two types of information when you visit our website(s) or you do business with us via any medium: information that may be used to identify you individually, such as your name, physical address, phone number, email address or date of birth ("personal information"); and nonpersonal information, such as IP addresses, the type of browser you are using, and aggregated information about user activities on our website(s) ("nonpersonal information").

Personal Information: We specifically request personal information from you at certain points on and off our website(s). For example, when you call us, visit our website(s) or when you purchase an item or service, we collect personal information which may include, without limitation, your name, shipping and billing addresses, telephone number, email address, credit card information, and date of birth. You may always choose not to provide us with your personal information; however, this may limit our ability to provide you with a specific product or service or information, or to offer you personalized content.

Nonpersonal Information: When you visit our website(s), we also collect nonpersonal information, such as your IP address, which is a number that can be used to identify your location and Internet Service Provider. We may also collect other information such as the type of browser or device you are using, the URL from which you came to our website(s) and the URLs that you visited on our website(s). A URL is the full address of a Web site page, which may contain some personal or identifying information about the person who is viewing it.

Information We Obtain from Other Sources: We may collect information about you from other sources, including through interactive applications (such as mobile devices/applications and third-party services) and from commercially available sources (such as data aggregators and public databases). For example, if you access third-party services (such as Facebook Connect) through or in connection with our website(s), we collect information available about you through those services, including, but not limited to, personal information as well as publicly observable data, such as activities on blogs, videos, and other online postings.

Use of Cookies: We may also use a feature of your browser called a cookie to assign identification to your computer that may be placed by us or a third party with whom we partner. Cookies allow us to better understand your preferences and personalize the

content on our Web sites to give you a better overall shopping experience. The unique user ID contained within your cookie automatically identifies your computer—but not you—to our servers every time you visit our website(s). Cookies by themselves cannot be used to find out the identity of any user, but may be combined with identity information in our log files. You can turn off the cookie feature by using your browser preference options, but you may not be able to utilize some of the features or services on our Web sites properly. Current versions of many Web browsers offer enhanced user controls for the placement and duration of cookies. Search for “cookies” under your Web browser’s Help menu for more information on the cookie management features available to you.

We may use cookie and IP address information to count and track website visits and purchases in the aggregate, to personalize the website(s) for each unique user, to control the frequency of individual advertisements to individual computers, and to target advertisements and promotions to broad demographic segments. We may also use IP addresses to help diagnose problems with our server, and to administer our website(s).

Use of Pixel Tags: We may also collect information through the use of “pixel tags” on our Web sites and in email messages we may send to you that may be placed by us or a third party with whom we partner. Pixel tags, also known as “Web beacons,” are tiny graphic files, not visible to the human eye, that are included in HTML-encoded email messages. When such a message is opened in an HTML-capable email program, the recipient’s computer will access our server to retrieve the pixel tag file, allowing us to record and store, along with the recipient’s email address, the date and time the recipient viewed the email message, the fact that the recipient’s email program is capable of receiving HTML-encoded email, and other standard logging information. The pixel tag may also see or read cookies. RLN may use pixel tags in order to measure and understand traffic better, to track visitor behavior to improve user experience, and for tracking promotional and marketing campaign response, among others. You can disable the pixel tag feature by changing your browser settings to omit images and disable Javascript; or there are commercial software packages available that can omit pixel tags and most advertisements.

Do Not Track Signals: Some web browsers offer a “Do Not Track” (“DNT”) signal that is a HTTP header field indicating your preference regarding tracking or cross-site user tracking. We do not collect personal information when you visit our website(s) unless you provide such information to us.

Disclosure of Information: RLN does not make your personal information available to any third party for marketing purposes and we will not disclose any of your personal information unless agreed to by you, to comply with legal requirements, such as a court order or for your own safety.

RLN’s Use of Personal Information and Nonpersonal Information: We use your personal information to process your requests, fulfill your orders and communicate with you about your orders, send important notices or tell you about new products or services. We may also use your personal information to improve our products, services and advertising, personalize our website(s), target advertising or promotions that may be of interest to you, or conduct business that we feel would be of interest to you. We

might also contact you to see if you are interested in participating in market research regarding RLN. For information about opting out of such communications, please see our Opt-Out Policy section below.

Customer Service Issues and Contacts: We may use your personal information to contact you in response to customer service complaints you have submitted, to address a problem affecting your use of a product or service, or to verify information concerning a transaction.

Transaction Processing: When you make a purchase, we may need to provide personal information, including information such as your shipping address, billing information, telephone number, and credit card information, to third parties, including product manufacturers and shipping companies, as necessary solely to complete the transaction.

Legal Requirements: We may, in our sole discretion, disclose personal information when we deem necessary or appropriate to law enforcement or other entities or third parties as required by law or to protect our rights or the rights of others, to prevent harm to persons or property, to fight fraud, identity theft, or otherwise to comply with the law or legal process, to respond to claims, to protect our systems and customers, to ensure the integrity and operation of our business and systems, or to protect the rights, property, or safety of RLN and its employees or others.

Other Disclosures: Occasionally, we may disclose personal information in other circumstances, but we will only do this if we have explained at the time we collect the information the purpose for which it will be disclosed.

Opt-Out Policy: You may opt out of receiving communication from us, from Affiliated Companies, or from other third parties by contacting us through RocaLabs.com/support or writing to us at:

Roca Labs Nutraceuticals USA, Inc.

PO Box 5309

Sarasota, FL 34277

Attention: Legal Department

In addition, we may contact you via email or use targeted online advertising. In the case of email, we may include instructions to enable you to unsubscribe from future emails if you so choose. You agree and understand that while we will do our best to comply with your request, we shall not be liable for any problems or delays associated with the opt-out process.

Security: RLN uses industry-standard security measures in place to protect the loss, misuse, and alteration of the information under our control, and we make good-faith efforts to store your personal information in a secure operating environment. Unfortunately, no data transmission over the Internet can be guaranteed to be absolutely secure. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us or our online products or services, and you do so at your own risk.

Changes to This Policy: This policy may change from time to time. If we make any substantive changes to the policy in the future with regard to how we use your information, we will post those changes on our website(s) in this location together with the date of the last update. Your continued business relationship or use of the website (s) after the changes are posted constitutes your agreement to the changes, both with regard to information we have previously collected from you and with regard to information we collect from you in the future. If you do not agree to the changes, please discontinue your use of our website(s) or business relationship with us.

Contacting RLN

Please feel free to share any comments, concerns, or complaints with us. If you have any questions about this privacy policy or the practices of this Website, please contact:

Roca Labs Nutraceuticals USA, Inc.

PO Box 5309

Sarasota, FL 34277

Attention: Legal Department

or via email through RocaLabs.com/support

BY CHECKING THE REQUIRED BOX PRIOR TO PLACING YOUR ORDER, YOU AGREE THAT YOU HAVE READ THE COMPANY'S AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS TERMS.

+1 0

Like 1

Tweet 1

Share

submit

*Results may vary.

In compliance with FDA regulations, the site (or the procedure and the products) are not intended to provide medical advice, diagnosis or treatment and not intended to diagnose, treat, cure, or prevent any disease and have not been evaluated or tested by the Food and Drug Administration and none of the statements should be viewed as such. Consult your doctor before beginning any weight loss program. Weight loss results may vary depending upon individual characteristics and use. Before purchasing you should review Instructions, Suggested Use, Side Effects, Terms and Conditions. The site is new and is undergoing major daily changes including the Terms and ordering process which will all be finalized by Sep 18th. The new ownership will reflect new improvements.



Roca Labs®

inventors of the
Gastric Bypass Alternative®

About us

- Terms
- Support
- Privacy
- Qualify & Order
- Cost & insurance

Procedures

- Gastric Bypass Alternative®
- Gastric Bypass NO surgery®
- Gastric Bypass Results®
- Gastric Bypass Effect®
- Natural Gastric Bypass®
- Speedy Gastric Bypass™

All the Answers

- How much weight will I lose?
- What is it?
- Is it safe if I...?
- Am I qualified?

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PERSONAL TERMS, CONDITIONS & DISCLAIMERS AGREEMENT

USV2.0 June 2014

SUMMARY

- Roca Labs believes that all means are Kosher in the fat fight and the "straight in your face" attitude is the only way. Fat is Unhealthy & Ugly. If you feel insulted, you should not consider buying.
 - The Roca Labs Mixture ALWAYS works in limiting stomach space and it is UP TO YOU to decide on dosage and frequency, to serve/feed yourself small food quantities and avoid any fatty or high calorie foods in a similar fashion to post bariatric surgery. Success depends on following Instructions and being tuned to Suggested Use.
 - You may choose to pay the full \$1,580 price ("Full Price") for the Procedure or enjoy a "Subsidy" based on Terms such as: devotion to losing weight, making timely payments, approaching Roca Labs first and never be responsible for commenting anywhere negatively in any fashion. Failure to comply and you agree to pay immediately the Full Price and face legal demand for damages in the State of Florida.
 - Roca Labs loves rewarding for success so failure is not rewarded and Money Back policy is for proven success only - no returns are accepted once ordered.
 - Health Application questions can only detect obvious factors to deny you the purchase of the procedure but can NOT pertain or cover your PERSONAL medical or psychological obstacles.
 - The Procedure is VERY STRONG but your mind is stronger. Your commitment to follow Instructions and be tuned to Suggested Use is crucial. Unless you can call yourself "Fat" and feel that fat is ugly, we don't think you should buy the Procedure.
 - Results may vary and mainly depends on your commitment and medical condition. Before purchasing you should check Instructions, Suggested Use, Side Effects and consult with your doctor if necessary. Statements, other than clinical, have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.
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This website, through the manufacturer and/or the distributor, jointly and individually ("The Website" or "The Company" or "We") are marketing The Company's products and offerings, which include, but are not limited to, the Roca Labs Procedure ("Procedure") and support services ("Support"). The Procedure and Support are available to Purchasers ("The Customer" or "You"), under all of the following personal terms, conditions and disclaimers ("Terms") and on these terms alone. Everything that The Company represents in the Terms and conditions or on The Website is accurate to the best of Company's knowledge. Customer will print and save the Agreement. You agree that the use of The Website is at your sole risk. Neither The Website, nor any of The Company's officers, directors, employees, agents, third party content providers, merchants, sponsors, licensors, contractors or affiliates warrants that The Website will be error-free or uninterrupted. The Company is clear that results depend on YOU and therefore DOES NOT guarantee any personal result or outcome resulting from the use of this Website, The Procedure or Support.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE TERMS BEFORE MAKING A PURCHASE AND AGAIN PRIOR TO USING THE PROCEDURE/SUPPORT. PLACING AN ORDER INDICATES THE UNCONDITIONAL ACCEPTANCE OF THE TERMS. DO NOT PURCHASE THE PROCEDURE IF YOU DO NOT AGREE TO BE BOUND BY THE ALL TERMS.

Privacy

Your information will not be shared or sold for as long as you do not breach the Terms and we will have to use the information provided. See Privacy.

Health Disclaimer

The Procedure, Website and Support provide limited, non-medical, weight loss management assistance. Testimonials, experiences, videos and related content intended only to assist users in their personal weight loss efforts. The Company is not a medical organization and it's staff cannot give you medical advice or diagnosis. Nothing contained in The Website should be construed as medical advice or diagnosis and should not be interpreted as a substitute for physician consultation, evaluation, or treatment.

The Formula should be purchased ONLY after reading the possible Side Effects and the Instructions. You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen and to direct the physician to review The Website. The Website and The Formula are intended for use only by healthy individuals. Customers with health conditions are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

The Customer agrees to make proper use of The Formula according to the instructions of use, which are

provided with The Formula and appear on The Website, in order to maximize your results. The Company has no knowledge of The Formula causing any serious side effects. If The Customer has any medical-related complaint after using The Formula, the Customer agrees to provide us with the following information:

1. A physician's report stating that your reaction/symptoms are a direct result of using the Formula;
2. All medical and other related records relating to the issues you had with the product;
3. All of your medical records relating in any way to health, weight-loss, weight, digestion and nutrition issues for the last five years;
4. A sworn and notarized statement by you containing the following:
 - i. A breakdown of your exact diet, including amount and times of water and food intake, during the entire time you used The Formula;
 - ii. A breakdown of the exact schedule, dosage and manner in which you took the Formula every day that you took it;
 - iii. Your age, weight and height at the time you began using the Formula.

By purchasing the Formula you agree to these specific terms and acknowledge that the Company would not have sold The Formula without your agreement to same.

The Company cannot guarantee results because your success depends on your usage in accordance with Suggested Use and your successful adaptation to new eating habits. You agree that, because The Company makes NO guarantees regarding results, and because of The Company's clear No Return/No Refund policy, you have NO right to dispute any payment. You agree that disputing any payment causes damage to The Company and gives The Company the right to seek compensation from you for The Company's damages. In the event that you dispute payment, then The Company has the unfettered right to revoke the discount you were awarded and you shall be liable to the Company for the full sales price of \$1,580 .

You agree that if there is a problem with shipping, you will contact The Company via Customer Care on The Company's Website, in writing, and allow The Company 7 days to research and address the shipping issue. You also agree that if there is a shipping issue, you will file a claim with the United States Postal Service and keep The Company apprised of your efforts so The Company may help you address the issue and reship the Formula, if necessary. You agree, however, that a shipping issue does not give you the right to withhold or dispute the charge with your credit card

company or with PayPal. You agree that doing so would cause damage to The Company and will give The Company the right to seek compensation from you for The Company's damages.

Your Commitments

By purchasing the Procedure at the you have obligated

Conditional Discounted Price

The price for The Formula and The Support is \$1,580.00. You may purchase The Formula and The Support at full price and without conditions, or you may elect to purchase The Formula at a reduced subsidised rate ("Conditional Price"). The marketing department allocates funds from its marketing budget to subsidise the Formula instead of spending the money on advertising because it hopes to gain more positive "word to mouth" customers by making the Formula more affordable. The Subsidy ("Subsidy") is the the difference between what you pay and \$1,580. We are also providing this deeply discounted Conditional Price because The Company can better manage its risks and resources, and reduce The Company's legal expenses. In exchange for this Conditional Price, you explicitly agree to all of the following:

- (1) You are representing to The Company that you are suitable to use The Formula and The Support, based upon the terms, conditions and instructions contained in this Agreement, and that you do not have any psychological or physical disorders that may interfere with your success in using The Formula and The Support.
- (2) You will follow the Suggested Use that come with The Formula and that are explained in detail on The Website. We will support you.
- (3) You expect to have a positive outcome by reducing food consumption and improving your eating habits and you will avoid eating ANY fatty or high calorie foods and will restrict yourself to eating less than 1,500 calories a day. You will also engage in daily 20-30 minutes exercise.
- (4) You agree that we can use any and all information relating to your success in the Company's marketing efforts. This can be done with a screen name of your choice but with real pictures and video.
- (5) You agree that regardless of your outcome, you **WILL NOT** speak, publish, print, blog or write negatively about The Product or The Company in any way.

Any violation of this provision of the Agreement is deemed a material breach and you agree that The Company has no adequate remedy at law. You further consent to and agree to entry of an injunction by a Court of competent jurisdiction in enforcement of your violation of this term and condition.

(6) You agree that your Last Payment ("Last Payment") in the amount equals to the Subsidy (the difference between the Conditional Price and \$1,580) will occur 30 days from your last payment. Roca Labs agrees to waive this last payment if you make all your payments on time, avoid any public negative comments and comply with the Terms herein. Roca Labs will exercise this right within 12 months from the time the Last Payment is due.

(7) If you breach this Agreement, you agree to pay the full price for The Formula within 3 business days of demand, plus any expenses we incur in resolving the issue. In addition, we retain all legal rights and remedies against you for breach of contract and any other appropriate causes of action.

Terminology

Roca Labs® terminology is used to simplify understanding, visualizing and believing in your success based on the Terms, Roca Labs® Mission Statement and doctrine to success

- **Roca Labs® Procedure** refers to the entire program for losing weight, and includes our trademarked Formula, Anti-Cravings®, supplies, recommendations, guidelines and reward system for the weight loss process.
- **Roca Labs® Formula** is the powder prepared with liquid to create the Roca Labs® Mixture that, when ingested, results in the gastric bypass effect to limit stomach space and food intake.
- **Activator** is the container used to activate the Formula and turn it into a Roca Labs® Mixture dose.
- **Anti-Cravings®** is the proprietary formula intended to balance blood sugar levels and diminish cravings for snacks or sweets. This may be particular benefit during pregnancy and for diabetics.
- **Small Stomach** term is used to describe the feeling of a smaller stomach space with a lower threshold for satiety, even though the physical pouch size remains unchanged.
- **Shrinking Stomach™** trademark process describing the need for less food to reach a feeling of "being full". It can help reset the "appetite thermostat" so one won't feel as hungry. Over a period of 3 to 6 months one's stomach feels smaller with smaller food quantities needs to reach satiety. The physical stomach pouch size is unchanged without a surgery.
- **Stomach Space available** is a self estimate intended to create a visualization in order to determine the dosage and mainly the commitment to eating much smaller portions that day.
- **FDA Approved Roca Labs®** believes in following FDA guidelines in production and even more, in making medical claims. Though Roca Labs® Formula is extremely effective and should be used carefully as you would a drug, it does not require a prescription as it is classified as a food supplement.
- **Results may vary. Description/Facts/Statistics refer to a successful regime.**
- **Success Rate** and stats are either based on clinical studies of the formula's ingredients or the general experiences of more than 100,000 applicants.

General

Once you place an order, you are entitled to Customer Care /Support. Generally, Customer Care/Support is available 24 hours, 7 days a week. We will make every effort to respond to you within 24 hours of any written contact. **For the protection of The Company and you, The Customer, after your order has shipped The Company requires that all contact between you and The Company must be in writing with Customer Care /Support through The Website ONLY.**

The Formula is not a drug, medical treatment or a surgery. Rather, it is a natural alternative that causes people to eat less by reducing available stomach capacity, providing a sensation of fullness, and creating an opportunity for psychological strengthening.

The Formula is intended for healthy persons in general and is not suited for those with sensitivity to barley or to dietary fibers. You agree that prior to ordering the The Formula, you have consulted with and have advised your physician that The Formula components are: Guar Gum, Konjac, Inulin, Beta Glucan, Xanthan Gum, Maltodextrin, Natural and Artificial Flavors, Vitamins B-6, B-12 and C.

After your initial purchase, you may purchase The Support alone and/or additional one-month supplies of The Formula for the separate low price of \$50.00.

General Advice Only

Any verbal answers or information provided by order representatives or support staff (whether on the telephone or via electronic mail, or otherwise) are general and are specifically not intended to constitute medical or personal advice. Answers and comments from The Company staff members shall be limited solely to addressing questions and concerns as they relate to information contained on the Website, The Formula, and its usage. The Company representatives are not doctors. Any personal or medical questions should be directed to your personal physician. You should disregard any any such answer or remark that may be construed as medical or personal advice.

Concurrent Use of Medication

Please direct to your physician all questions about the proper use of your medication while using The Formula. The Website and the information contained on it should not be relied upon under any circumstances

as it relates to the use, combination, or cessation of use of your personal medication.

FDA Information

The Formula is manufactured in an FDA-compliant facility. The Formula is categorized as a "food additive" according to the definitions of the FDA and is approved for use without a prescription. The Formula contains only certified ingredients. These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease. This product should not be used in place of or as a substitute for recommendations by your healthcare professional. These statements are based on the known activity of the specific ingredients in this product. No clinical study has been performed on this product. The Company believes that the information provided hereunder complies with all federal laws and regulations.

Declaration, Purchase Agreement and Exceptions

You hereby affirm that, prior to using The Formula, you have read, agreed to, and fully understand the instructions and specific directions regarding the daily mode of use for The Formula. Additionally, you affirm that you have read and examined all of the components of the Formula and you are aware of the components, and that the components are not in contradiction with, or incompatible with your current health regimen, nor do the components interfere with, or alter the effectiveness of any medication or advice you have received from your physician.

The act of purchase constitutes an Agreement between you and The Company, whether the order was carried out via the Website or via the phone number provided on the Website. All communications, order requests, service requests, etc. are based on the regulations and instructions as stated on the Website.

You do not have permission or the right to sell, transfer and/or gift The Formula to any other person or entity. If, contrary to the terms herein, you sell, transfer or gift The Formula to another person, you will remain responsible for any breach of these Terms and Conditions by that person, and you agree to indemnify The Company against any claims brought by, or damages awarded to that person.

Updated Website Instructions

You commit to make use of the Formula according to the instructions, which are occasionally updated on The Website. The instructions on the Website are considered the most current and accurate, even to the exclusion of any other printed material, including labels printed on the Formula package. All communications, order requests, service requests, etc. are based on the regulations and instructions as stated on the

Website.

Drinking Plenty of Fluids

You understand that The Formula requires drinking larger than normal quantities of liquids; to prevent potential dehydration, which may lead to headaches. In extreme cases, additional complications may develop. You must drink no less than 3 glasses of water immediately after each dose of The Formula, and 6-8 additional glasses of water throughout the day for each dose of The Formula. It is emphasized that given The Formula's strength, you are solely responsible for drinking adequate amounts of liquids according to your bodily needs and with reactions changing in real time. Furthermore, you understand that The Formula will not work without drinking liquids as directed.

Formula Success

The expansion action of the active ingredients within the stomach is physical and conditional upon many factors, including drinking plenty of liquids. Despite the Formula being a physical aid (which is intended to decrease stomach space availability and leave the user with a feeling of fullness), the Customer hereby agrees to avoid consuming calorie-rich foods and/or overeating, so as to avoid expanding the stomach via forced consumption. The Formula will assist in weight loss as long as the diet process is dependent upon appetite and not upon psychological issues (such as depression, boredom, sadness, etc...) that may lead to overeating. **The Formula is not being sold to you on a trial basis. The Company makes no guarantee regarding the degree of success you will experience, if any.**

Personal Dosage

You hereby agree that by the act of purchasing the Formula, you are aware that prior to its regular use, you must carry out personal trials to determine the appropriate dosage for your body, which will aid in achieving a lack of appetite at a level, quantity and duration that you wish and is appropriate for your situation. You determine the level and duration of the lack of appetite according to individual will and physical ability.

Agreement Not to Comment Negatively

You understand and are aware that you are required to dose the formula, to drink large quantities of liquids, to avoid calorie-rich foods, to avoid overeating and to overcome psychological obstacles in order to achieve results. **You are also aware that The Company does not guarantee success.** Therefore, unless you purchased The Formula at full price, (1) no claim or complaint whatsoever will be accepted regarding the lack of success of The Formula, the service provided, the price, or any other negative comments relating to your purchase; (2) the announcement, writing, or publication of any such or other claim in any media or forum will constitute a breach of this agreement, to which you entered willingly and with full knowledge of the components of The Formula and its properties and The Support; (3) You agree that any such negative claim will constitute defamation per se, entitling The Company to injunctive relief and damages;

You agree that this clause is a material clause, and The Company relies on your agreement to these terms as a condition to offering and accepting from you a discounted price. **Do not purchase the Formula or Support if you do not agree to this "No Negative Comment Clause."**

The Order

After you have read the Terms, Conditions and Disclaimer and filled out the required order form and/or contacted the central phone service Order Department, a representative of the Order Department will contact you to verify and confirm the details of delivery. Answers given by Representatives are not a substitute for information contained on the Website, these Terms and Conditions, or any medical advice. If you provide incorrect identification details while carrying out the order, The Company cannot guarantee that the products will be delivered. You must confirm that you have provided updated and precise details. You agrees to pay the cost to re-ship and order if Customer provides incorrect or false information.

The Company's refund/return policy is explained fully below. Pursuant to Florida law, checks that are not honored for any reason will incur a Customer charge of \$25-\$40, or 5% of the amount of the check, whichever is greater. Should The Company institute legal or collection proceedings regarding returned/cancelled checks or cancelled/disputed credit cards/PayPal, the Customer will be responsible for all collection costs and attorney's fees, plus filing fees, for each returned or cancelled check or for each cancelled credit card/PayPal payment. You agree that you will not file a charge-back or dispute with the credit card company. Other than the above listed allowance for attorney's fees relating to payment/collection issues, neither you nor The Company shall be entitled to attorney fees for other disputes between the parties. Invoices are sent directly to the electronic mail boxes supplied by you and it is the your responsibility to provide an active/working email account.

Order Choice

Introductory Offer: You pay the deeply discounted Conditional Price for the Formula and The Support, and will receive Support from 8 AM to 8 PM Mon-Fri, within 24 hours of request, and \$100-\$200 money back for success video. There is no warranty and no guarantee as part of this price option.

Warranty Offer: You pay an extra \$180 for The Formula and The Support and will receive: (1) 24/7 Support, response within 5 hours of request; and (2) 50% refund if you contact Customer Care within 30 days and prove that you have any material side effects or you didn't lose at least 20 pounds; and (3) \$200-\$350 money back for success video.

Unconditional Offer: The price for The Formula and The Support is \$1580. You receive (1) 24/7 Support, response within 5 hours of request; and (2) 50% refund for any reason if you contact Customer Care within 30 days; (3) \$200-\$350 money back for success video; and (4) the Agreement not to Comment Negatively does not apply to you.

Service Hours

After your order has been shipped, the handling of the order goes to the Customer Care Department, which operates only in writing via The Website on the Customer Care page. The dedicated professionals who respond to inquiries understand the importance of providing accurate, timely and detailed responses. Therefore, all communication between you and The Service Department will be via electronic mail, which will allow the service professional time to research the issue and provide an appropriate response. Also, because the response might be lengthy, written communication will allow you to review and revisit the response throughout the process. This will also help to ensure the success of The Formula. Answers to inquiries are generally provided within 24 hours. If inquiries are made on a non-business day, responses are usually made by the end of the next business day.

Shipping and Delivery Times

The Company makes reasonable efforts to ship orders by the next business day. You are responsible for any taxes imposed, inside or outside of the United States. Orders are generally shipped via United States Postal Service (USPS) 2nd day service and follow the USPS Terms of Use. Once your order has been submitted, NO changes can be made to the order. At peak holiday times, shipping may take 1-2 days longer than usual.

If you choose the option to sign for the package, you must choose "signature required" when ordering. If the "signature required" option is chosen, The Company will guarantee delivery and will reship at no extra charge if the package is not received by you.

The Company offers waiver of signature solely for your convenience. You understand that if you waive signature for delivery of the product, The Company is without recourse in the event of loss or theft of The Formula once USPS confirms delivery. Therefore, if you waive signature and The Company receives confirmation of delivery from USPS, then you agree to bear the burden of loss or theft and to pay the charges for The Formula as agreed and will not to dispute payment for the product against The Company, and your recourse does not include the right to file a charge-back claim to your credit card company. If this occurs, The Company will reship the product for an additional charge of \$150 to cover The Company's expenses.

You acknowledge that The Company has no control over the delivery schedules of the USPS or any other

delivery service. The Customer will have no claim against The Company due to delivery disruptions.

On occasion, The Company's orders surpass The Company's production capabilities and your order may enter a short waiting list. Generally, this information is posted as soon as you enter the site.

Merchandise Return & Refund Policy

If you wish to cancel your order before it has been shipped, you must immediately contact the Customer Care Department via the Website in writing for a full refund. You agree that you WILL NOT contact your credit card company or PayPal in these instances, as you agree that the charge was valid and authorized at the time you placed your order. Refunds may take up to 10 days to process. Greater delays in refunds are likely to occur if you dispute a charge with PayPal as the funds are automatically put on hold until the dispute has been resolved.

You agree to CONTACT US FIRST with ANY QUESTION OR CONCERN before contacting your credit card company or PayPal to cancel or dispute payment. The Company retains the right to remedy any concerns you may have and you do not have the right to file a credit card or PayPal dispute. In the event that you file a credit card or PayPal dispute, you agree to authorize The Company to contact the credit card company or PayPal with your express authority to withdraw your dispute with the credit card company or PayPal.

An order is considered "shipped" once a tracking number has been assigned. If you cancel your order once the product has been shipped, then The Formula can be returned only in its original unopened shipping/delivery package, as stated explicitly on the package itself.

There will be no refund under any circumstances once the outer shipping package has been opened, even if none of the packages inside the box have been opened.

Customer returns of an unopened shipping package must be made within 3 days of the receipt of the order. Prior to return, you must (1) send The Company photographs of the shipping box clearly showing that the box has not been opened, and (2) obtain return shipping authorization from The Company in writing. You agree to provide The Company with a return tracking number as soon as you ship the product. The refund will

be limited only to the cost of The Formula minus the shipping charges and a 15% restocking fee. You will be solely responsible for the charges to ship the product back to The Company. There will be no refund of the cost of The Support under any circumstances.

As with any food, food supplement, diet aid or even gastric bypass surgery, it is expected that a certain number of users might not have a positive reaction to The Formula. It is also expected that, just like with any food, food supplement, diet aid or even gastric bypass surgery, there are a certain number of users who will not achieve the desired results. **Nonetheless, similar to purchasing an over-the-counter product or having gastric bypass surgery, no refunds will be considered under these circumstances.**

Responsibility

Use of The Formula should be made according to the instructions of use written on The Website. The Company is not accountable for your failure to follow the instructions. You will not have any claim, allegation or demand against the Company or its manufacturer due to the qualities of The Formula, its abilities, limitations or suitability to your needs and demands. The Company is not responsible for a measure of weight loss accompanying The Formula and The Support, since The Formula's success depends on external circumstances, such as instructed use, and personal physical limitations, outside The Company's control. Results, therefore, lie entirely in your hands.

Content Ownership

All of the content and products on The Company's Website are owned by The Company. The Company claims all property rights, including intellectual property rights, to its content and no person/entity is permitted to infringe upon those rights. The Company will prosecute to the fullest extent of the law anyone who attempts to use or copy The Company's property. You agree not to copy content from The Company's Website without The Company's permission. Any requests to use The Company's content should be submitted to The Company by e-mail from The Company's contact page.

Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES: THE FORMULA AND SUPPORT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER THE COMPANY NOR ANY OF THE COMPANY'S AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FORMULA &

THE SUPPORT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, SUCCESS, OR OTHERWISE. NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THE COMPANY'S PERSONNEL OR THROUGH THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

If your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the site shall be to discontinue use of the site.

Limitation of Liability

You acknowledge your use of this Website is at your sole risk and that you assume full responsibility for all the risks associated with any of your use of this Website

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND THE COMPANY'S AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF THE FORMULA OR THE SUPPORT; OR (C) ANY OTHER MATTER RELATING TO THIS WEBSITE.

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE FORMULA & SUPPORT. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMPANY'S WEBSITE, FORMULA OR SUPPORT, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE, THE FORMULA &/OR THE SUPPORT. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, hold harmless and, at The Company's option, defend The Company and The Company's affiliates, officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper or unauthorized use of this Website, The Company's Formula, or The Company's Support, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity. Your breach of the Agreement as it relates to your obligation to refrain from making, posting, or otherwise commenting negatively about the Formula, Website, or The Company, is deemed a material breach of the Agreement,

and you agree to pay all costs and attorney's fees related to The Company's subsequent efforts to enforce this term of the Agreement.

Testimonials, Pictures, & Demonstratives

The Customer's success in achieving their weight loss goal is very important to The Company. We know that visualization, instilling confidence and encouraging results is of the highest importance. Therefore, Along with the hundreds of actual Customers who have posted their success stories on YouTube and other media outlets, The Company invested in reproducing some of the successful results of our Customers. The Company utilized the work of some paid actors so the user can experience some of these success stories and use them as incentives to achieve their own weight loss goals. These testimonials and endorsements reflect the experience that many of our customers have reported to The Company. All content on the Website, whether text, image, or video, belongs to The Company and no one can use, transfer, or link to any part without express written permission.

Legal Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Website will be brought only in the federal or state courts of the State of Florida. You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. A printed version of these Terms, Conditions and Disclaimer and related materials will be admissible in judicial and administrative proceedings based upon or relating to these Terms, Conditions and Disclaimer to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. For purposes of the litigation issues addressed herein, you waive any right to confidentiality.

Severability of the Terms & Conditions

If any part of these Terms and Conditions, and/or Disclaimers of use are determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions shall be deemed enforceable, valid and in full effect. The remainder of these Terms and Conditions, and Disclaimers are fully enforceable and legally binding.

BY CHECKING THE REQUIRED BOX PRIOR TO PLACING YOUR ORDER, YOU AGREE THAT YOU HAVE READ THE COMPANY'S AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND COMPLETELY BY ITS TERMS AND CONDITIONS.

Roca Labs® Ask The Doctor Success Stories 18 Solutions

Support

<p>\$480 learn more</p>	<p>morning dose creates immediate</p> 	<p>Gastric Bypass Effect™ only 20% stomach space available</p> 	<p>you eat only half lose weight from day 1</p> 	<p>shrinking stomach 4-6 months procedure</p> 
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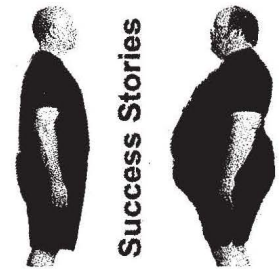


PERSONAL TERMS, CONDITIONS & DISCLAIMERS AGREEMENT

USV1.8 Sep 2012

SUMMARY (for convenience purposes only)

Company believes that all means are Kosher in the fat fight and has a "straight in your face" attitude such as Fat is Ugly. No return accepted. The Formula costs \$1,580 and you can buy it for a reduced price ONLY under the conditions listed among them: secrecy and devotion to succeed.



This website, the manufacturer and/or the distributor, both jointly and individually ("The Website" or "The Company") are marketing The Company's products and offerings, which among other items/services include the weight loss formula ("The Formula"), as well as a weight loss support service ("The Support") for sale for personal to those who carry out a purchase ("The Customer" or "You"), under all of the following personal terms, conditions and disclaimers ("The Agreement"), and on these terms alone. Everything that The Company represents in the terms and conditions or on The Company' Website is to the best of The Company's knowledge. Customer will print and save the Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE AGREEMENT BEFORE MAKING A PURCHASE AND AGAIN PRIOR TO USING THE FORMULA/SUPPORT. PLACING AN ORDER INDICATES THE

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UNCONDITIONAL ACCEPTANCE OF THE AGREEMENT BY YOU AND ANY ASSIGNS. DO NOT PURCHASE THE FORMULA IF YOU DO NOT AGREE TO BE BOUND BY THE ENTIRE AGREEMENT.

You agree that the use of The Website is at your sole risk. Neither The Website, nor any of The Company's officers, directors, employees, agents, third party content providers, merchants, sponsors, licensors, contractors or affiliates warrants that The Website will be error-free or uninterrupted. The Company also DOES NOT warrant the results that may be obtained from the use of this Website, The Formula or The Support.

The Company cannot guarantee results because your success depends on your usage of The Formula according to instructions and your successful adaptation to new eating habits. You agree that, because The Company makes NO guarantees regarding results, and because of The Company's clear No Return/No Refund policy (see below), you have NO right to dispute payment for the Formula/Support. You agree that disputing any payment causes damage to The Company and gives The Company the right to seek compensation from you for The Company's damages.

You agree that if there is a problem with shipping, you will contact The Company via Customer Care on The Company's Website, in writing, and allow The Company 7 days to research and address the shipping issue. You also agree that if there is a shipping issue, you will file a claim with the United States Postal Service and keep The Company apprised of your efforts so The Company may help you address the issue and reship the Formula, if necessary. You agree, however, that a shipping issue does not give you the right to withhold or dispute the charge with your credit card company or with PayPal. You agree that doing so would cause damage to The Company and will give The Company the right to seek compensation from you for The Company's damages.

Conditional Discounted Price

The price for The Formula and The Support is \$1,580.00. You may purchase The Formula and The Support at full price and without condition, or you may elect to purchase The Formula at a special conditional rate ("Conditional Price"). We are providing this deeply discounted Conditional Price because The Company can better manage its risks and resources, and reduce The Company's legal expenses. In exchange for this Conditional Price, you explicitly agree to all of the following:

(1) You are representing to The Company that you are suitable to use The



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Formula and The Support, based upon the terms and instructions contained in this Agreement, and that you do not have any psychological or physical disorders that may interfere with your success in using The Formula and The Support.

(2) You will follow the instructions that come with The Formula and that are explained in detail on The Website. We will support you.

(3) You expect to have a positive outcome by reducing food consumption and improving your eating habits.

(4) You agree that we can use any and all information relating to your success in The Company's marketing efforts. This can be done anonymously if you prefer.

(5) If you purchased the Formula at a conditional discounted rate, you agree that you WILL NOT speak or publish, in any forum, criticism of the Product or the Company, and that any published statements will be immediately removed upon the Company's Request. You agree that any published opinion by you about the Product or the Company will not carry with it advertisements of any kind or result in any financial benefit to you unless pre-approved by the Company.

(6) If you breach this Agreement, you agree to pay the full price for The Formula within 3 business days of demand, plus any expenses we incur in resolving the issue. In addition, we retain all legal rights and remedies against you for breach of contract and any other appropriate causes of action. Not paying the full amount you agreed when you purchased will immediately revoke the special discount/subsidy/allowance given by the marketing department and the price will be the full \$1580 for the Formula plus any collection fees.

General

Once you place an order, you are entitled to Customer Care. Generally, Customer Care is available 24 hours, 7 days a week. We will make every effort to respond to you within 24 hours of any contact **For the protection of The Company and The Customer, after your order has shipped The Company requires that all contact between The Customer and The Company must be in writing with the Customer Care department through The Website ONLY.** The Company will make every effort to respond to all written contact within 24 hours.

The Formula is not a drug, medical treatment or a surgery. Rather, it is a natural alternative that causes people to eat less by reducing available



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stomach capacity, providing a sensation of fullness, and creating an opportunity for psychological strengthening.

The Formula is intended for healthy persons in general and is not suited at all for those with sensitivity to barley or to dietary fibers. Prior to ordering The Formula, we recommend that you consult your physician and present the letter from the Roca Labs medical adviser.

Privacy

The Company is committed to protecting your privacy and security. Prior to purchase, please carefully review The Company's Privacy Policy on home page, which is incorporated into these Terms & Conditions by reference.



Health Disclaimer

This Website, The Formula and The Support provide limited, non-medical, weight loss management assistance. Testimonials, videos and related content published over the Internet are intended only to assist users in their personal weight loss efforts. The Company is not a medical organization and The Company's staff cannot give you medical advice or diagnosis. Nothing contained in The Website should be construed as medical advice or diagnosis. The information and reports generated by The Company should not be interpreted as a substitute for physician consultation, evaluation, or treatment.

The Formula should be purchased ONLY after reading the possible Side Effects and the Instructions. You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen and to direct the physician to review The Website. The Website and The Formula are intended for use only by healthy individuals. Customers with health conditions are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

The Customer agrees to make proper use of The Formula according to the instructions of use, which are provided with The Formula and appear on The Website, in order to maximize the your results. The Company has no knowledge of The Formula causing any serious side effects. If The Customer has any medical-related complaint after using The Formula, the Customer agrees to provide us with the following information:

- a. A physician's report stating that your reaction/symptoms are a direct result of using the Formula;

- b. All medical and other related records relating to the issues you had with the product;
 - c. All of your medical records relating in any way to health, weight-loss, weight, digestion and nutrition issues for the last five years
 - d. A sworn and notarized statement by you containing the following:
 - i. **A breakdown of your exact diet, including amount and times of water and food intake, during the entire time you used The Formula;**
 - ii. **A breakdown of the exact schedule, dosage and manner in which you took the Formula every day that you took it;**
 - iii. **Your age, weight and height at the time you began using the Formula.**
- By purchasing the Formula you agree to these specific terms and acknowledge that the Company would not have sold The Formula without your agreement to same.**



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General Advice Only

Any verbal answers provided by order representatives (whether on the telephone or via electronic mail, or otherwise) are general and are neither medical nor personal. The decisive information is only that which is stated on the Website. The Company representatives are not doctors. Any personal or medical questions will not be answered by Company representatives. Should any such answer or remark be construed as medical or personal, the answer and all of its implications should be viewed as void.

Concurrent Use of Medication

Please refer all questions about the concurrent use of medication with The Formula to your physician. The Website should not be relied upon under any circumstances for instructions about the use, combination, or cessation of use of personal medication.

FDA Information

The Formula is manufactured in an FDA-compliant facility under GMP rules. The Formula is categorized as a “food additive” according to the definitions of the FDA and is approved for use without a prescription. The Formula contains only certified ingredients. These statements have not been evaluated by the Food and Drug Administration. **This product is not intended to diagnose, treat, cure, or prevent any disease. This product should not be used in place of or as a substitute for recommendations by your health care professional.** These statements are based on the known activity of the

specific ingredients in this product. No clinical study has been performed on this product as a drug.

Declaration, Purchase Agreement and Exceptions

The Customer hereby affirms that, prior to using The Formula, he or she read and fully understands the instructions and daily mode of use of The Formula. Additionally, the Customer affirms that he or she has read and examined all of the components of the Formula and that they are compatible with his or her health and regular usability. The act of purchase constitutes an Agreement between The Customer and The Company, whether the order was carried out via the Website or via the phone number provided on the Website. All communications, order requests, service requests, etc. are based on the regulations and instructions as stated on the Website.

You do not have permission or the right to sell, transfer and/or gift The Formula to any other person or entity. If, contrary to the terms herein, you sell, transfer or gift The Formula to another person, you will remain responsible for any breach of these Terms and Conditions by that person, and you agree to indemnify The Company against any claims brought by or damages awarded to that person.

Updated Website Instructions

The Customer commits to make use of the Formula according to the instructions, which is occasionally updated on The Website. These instructions will be considered as the most current and accurate, even to the exclusion of any other printed material, including labels printed on the Formula package. All communications, order requests, service requests, etc. are based on the regulations and instructions as stated on the Website.

Drinking Plenty of Fluids

The Customer understands that The Formula requires drinking larger than normal quantities of liquids; otherwise dehydration may occur, which may also lead to headaches. In extreme cases, additional complications may develop. The Customer must drink no less than 3 glasses of water immediately after each dose of The Formula, and 6-8 additional glasses of water throughout the day for each dose of The Formula. It is emphasized that given The Formula's strength, The Customer is solely responsible for drinking adequate amounts of liquids according to bodily needs and with reactions changing in real time. Furthermore, The Customer understands that The Formula will not work without drinking liquids as directed.



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Formula Success

The expansion action of the active ingredients within the stomach is physical and conditional upon many factors, including drinking plenty of liquids.

Despite the Formula being a physical aid (which is intended to decrease stomach space availability and leave the user with a feeling of fullness), the Customer hereby agrees to avoid consuming calorie-rich foods and/or overeating, so as to avoid expanding the stomach via forced consumption.

The Formula will assist in weight loss as long as the diet process is dependent upon appetite and not upon psychological issues (such as depression, boredom, sadness, etc...) that may lead to overeating. Results may vary. **The Formula is not being sold to you on a trial basis. The Company makes no guarantee regarding the degree of success you will experience, if any.**



Personal Dosage

The Customer hereby agrees that by the act of purchasing the Formula, he or she is aware that prior to its regular use, he or she must carry out personal trials to determine the appropriate dosage for his/her body, which will aid in achieving a lack of appetite at a level, quantity and duration that he/she wishes and is appropriate for his/her situation. The Customer determines the level and duration of the lack of appetite according to individual will and physical ability.

Agreement Not to Comment Negatively

The Customer understands and is aware that he is required to dose the formula, to drink large quantities of liquids, to avoid calorie-rich foods, to avoid overeating and to overcome psychological obstacles in order to achieve results. **The Customer is also aware that The Company does not guarantee success.** Therefore, unless The Customer purchased The Formula at full price, (1) no claim or complaint whatsoever will be accepted regarding the lack of success of The Formula; (2) the announcement, writing, or publication of any such or other claim in any media or forum will constitute a breach of this agreement, to which The Customer entered willingly and with full knowledge of the components of The Formula and its properties and The Support; (3) You agree that any such negative claim will constitute defamation per se; (4) **Do not purchase the Formula or Support if you do not agree to this "No Negative Comment Clause."**

The Order

After The Customer has read the Terms, Conditions and Disclaimer and filled out the required order form and/or contacted the central phone service Order Department, a representative of the Order Department will contact The Customer to verify and confirm the details of delivery. Answers given by Representatives are not a substitute for information contained in the Website, these Terms and Conditions, or any medical advice. If The Customer provides incorrect identification details while carrying out the order, The Company cannot guarantee that the products will be delivered. The Customer must confirm that he/she has provided updated and precise details. Customer agrees to pay the cost to re-ship and order if Customer provides incorrect or false information. You MUST also see Money Back / Return Page for further shipping details.

The Company's refund/return policy is explained fully below. Pursuant to Florida law, payments that are not honored for any reason will incur a Customer charge of \$25-40, or 5% of the amount of the check, whichever is greater. Should The Company institute legal or collection proceedings regarding returned/cancelled checks or cancelled/disputed credit cards/PayPal, the Customer will be responsible for all collection costs and attorney's fees, plus filing fees, for each returned or cancelled check or for each cancelled credit card/PayPal payment. Other than the above listed allowance for attorney's fees relating to payment/collection issues, neither the purchaser nor The Company shall be entitled to attorney fees for other disputes between the parties. Invoices are sent directly to the electronic mail boxes supplied by the Customer and it is the Customer's responsibility to provide an active/working email account. In case that your account goes in "Bad Debt" after an installment payment is charged and declined you agree to let us re-run your credit card for payment at a later date to resolve payment. The total charge of the unpaid bill and collection fees can amount to \$3,200.

If your card failed the first time, you permit the company to continue and try to charge your credit card and ship you the formula per your order once the 1st payment is accepted.

Order Choice

Introductory Offer (basic, Advanced or Premium): You pay the deeply discounted Conditional Price for the Formula and The Support, is as described in the price list and money back is only for a success video as described in the FAQ. Per company's policy, there is reward for failure and therefore no warranty, no money back.

Unconditional Offer (Custom Formula option in the price list): The price for



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The Formula and The Support is \$1580. You receive (1) 24/7 Support, response within 5 hours of request; and (2) 50% refund for any reason if you contact Customer Care within 30 days; (3) \$200-\$350 money back for success video; and (4) the Agreement not to Comment Negatively does not apply to you.

Service Hours

After your order has been shipped, the handling of the order goes to the Customer Care Department, which operates only in writing via The Website on the Customer Care page. The dedicated professionals who respond to inquiries understand the importance of providing accurate, timely and detailed responses. Therefore, all communication between Customers and The Service Department will be via electronic mail, which will allow the service professional time to research the issue and provide an appropriate response. Also, because the response might be lengthy, written communication will allow the Customer to review and revisit the response throughout the process. This will also help to ensure the success of the Formula. Answers to inquiries are generally provided within 24 hours. If inquiries are made on a non-business day, responses are usually made by the end of the next business day.



Shipping and Delivery Times

The Company makes reasonable efforts to ship orders within 2 weeks by Priority mail. The Customer is responsible for any taxes imposed, inside or outside of the United States. Once your order has been submitted, NO changes can be made to the order. At peak holiday times, shipping may take longer than usual.

You MUST also see Money Back / Return Page for further shipping details.

If The Customer chooses the option to sign for the package, he must choose "signature required" when ordering. If the "signature required" option is chosen, The Company will guarantee delivery and will reship at no extra charge if the package is not received by you.

The Company offers waiver of signature solely for The Customer's convenience. Customer understands that if Customer waives signature for delivery of the product, The Company is without recourse in the event of loss or theft of the Formula once USPS confirms delivery. Therefore, if Customer waives signature and The Company receives confirmation of delivery from USPS, then The Customer agrees to bear the burden of loss or theft and to

pay the charges for the Formula as agreed and will not to dispute payment for the product against The Company, and The Customer's sole recourse is to submit a claim to their credit card or insurer for loss or theft of the product. If this occurs, The Company will reshipe the product for an additional charge of \$150 to cover The Company's expenses.

The Customer acknowledges that The Company has no control over the delivery schedules of the USPS or any other delivery service. The Customer will have no claim against The Company due to delivery disruptions.

On occasion, The Company's orders surpass The Company's production capabilities and your order may enter a short waiting list. Generally, this information is posted as soon as you enter the site.



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Return & Refund Policy

Once your Qualification form was reviewed by the doctor and approved, the Formula is immediately prepared for you. If within 24 hours of submitting your application you have decided to place your order on HOLD you will not be charge until shipped. You can completely cancel your order within 24 hours of submitting your application **with no charge**. However, cancelation or refund are NOT possible once the Formula preparation has begun which is immediately when the doctor approves the qualification form and within 24 hours of submitting the application. **(no cancellations for Rush/Urgent orders)** The safety sticker on the box calls for your attention to the Terms of the use of the Formula but not to the Terms of the purchase. If you do not agree, do not use the Formula, but as stated herein, no refund is available.

You agree to CONTACT US FIRST with ANY QUESTION OR CONCERN before contacting your credit card company or PayPal to cancel or dispute payment. You understand that reporting a transaction you performed on this site as "unauthorized" may be illegal and might be considered as defamation. Any refunds for financial mistakes may take up to 10 days to process. Greater delays in refunds are likely to occur if you dispute a charge with PayPal as the funds are automatically put on hold until the dispute has been resolved.

You further agree that any report of any kind on the web will constitute defamation/slander and you agree to a predetermined compensation of \$100,000. You agree and understand that you can not talk badly about the Formula because of any frustration you might have with the support department or your misunderstanding.

An order is considered “shipped” 24 hours after it was submitted since production has begun for your specific order.

As with any food, food supplement, diet aid or even gastric bypass surgery, it is expected that a certain number of users might not react well to The Formula. It is also expected that, just like with any food, food supplement, diet aid or even gastric bypass surgery, there are a certain number of users who will not achieve the desired results **Nonetheless, similar to purchasing an over-the-counter product or having a gastric bypass surgery, no refunds will be considered under these circumstances.**

Responsibility

Use of the Formula should be made according to the instructions of use written on The Website. The Company cannot be accountable for The Customer's failure to follow the instructions or any unusual use. The Customer will not have any claim, allegation or demand against the Company or its manufacturer due to the qualities of The Formula, its abilities, limitations or suitability to the needs and demands of The Customer. The Company is not responsible for the measure of weight loss accompanying The Formula and The Support, since The Formula's success may be prevented by things outside The Company's control. Results, therefore, lie entirely in the hands of the Customer.

Content Ownership

All of the content and products on The Company's Website are owned by The Company. The Company claims all property rights, including intellectual property rights, for this content and no person/entity is permitted to infringe upon those rights. The Company will prosecute to the fullest extent of the law anyone who attempts to use or copy The Company's property. You agree not to copy content from The Company's Website without The Company's permission. Any requests to use The Company's content should be submitted to The Company by e-mail from The Company's contact page.

Disclaimers of Warranties

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND THE COMPANY'S AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF THE FORMULA OR THE SUPPORT; OR (C) ANY OTHER MATTER RELATING TO THIS WEBSITE.

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE FORMULA & SUPPORT. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMPANY'S WEBSITE, FORMULA OR SUPPORT, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE, THE FORMULA &/OR THE SUPPORT. IF ANY PORTION OF THIS LIMITATION OF

LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, hold harmless and, at The Company's option, defend The Company and The Company's affiliates, officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper or unauthorized use of this Website, The Company's Formula, or The Company's Support, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.



Testimonials, Pictures, & Demonstratives

The Customer's success in achieving their weight loss goal is very important to The Company. We know that visualization, instilling confidence and encouraging results is of the highest importance. Therefore, The Company invested, alongside the hundreds of real YouTube users, in a more perfect visualization of success stories done by paid actors so the user can realize that he/she can also succeed. Testimonials and endorsements reflect the experience that many of our customers have reported to The Company. All content on the Website, whether text, images, or video, belongs to The Company and no one can use, transfer, link to any part without permission.

Legal Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Website will be brought only in the federal or state courts of the State of Florida. You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. A printed version of these Terms, Conditions and Disclaimer and related materials will be admissible in judicial and administrative proceedings based upon or relating to these Terms, Conditions and Disclaimer to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability of the Terms & Conditions

If any part of these Terms and Conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these Terms and Conditions are fully enforceable and legally binding.

BY CHECKING THE REQUIRED BOX PRIOR TO PLACING YOUR ORDER, YOU AGREE THAT YOU HAVE READ THE COMPANY'S AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY COMPLETELY BY ITS TERMS AND CONDITIONS.



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Important

- Gastric Bypass Surgery Cost
- Gastric Bypass Surgery Alternative
- Lap Band Surgery Alternative
- Gastric Sleeve Surgery Alternative
- Roux-en-Y Alternative
- Gastroplasty Alternative
- Bariatric Surgery Alternative
- Liposuction / Tummy Tuck Alternative



Consult The Doctor

\$35



Consult The Nurse

Before buying

FREE



Wiki Video



Site Map Tree

- FAQ
- Medical
- Compare
- Research

Terms of Visiting This Site

***RESULTS MAY VARY**

The site intends to introduce an advanced alternative to the dangerous weight loss surgeries such as gastric bypass, lap band, gastric sleeve, etc. FDA has not evaluated statements on this site and the Formula does not diagnose, treat, cure, or prevent any disease. Consuming the Formula without sufficient liquid may cause choking or other complications. Do not consume or use the Formula if you have difficulty in swallowing. Consult your doctor before buying/using the Formula, especially if you have ever had any medical and/or health related condition. All purchases are governed by the [Terms](#) page. This site is using visualization and persuasion that we consider appropriate to psychologically aid users to succeed in losing weight. Some of these efforts utilize paid actors. The information on this site supersedes any verbal information received from sales agents via phone or elsewhere. Support for any claims can be found in the Research section. The use of the term "gastric bypass", and any other similar terminology, is meant only to illustrate the desired effect of the Formula which consists of herbs/food supplements. Lap Band® is a registered trademark owned by Allergan, Inc. The various logos displayed on our site belongs to their respective trade mark holders and do not imply any endorsement. Shrinking stomach and mini stomach are trade marks just as over 10 others protected trade marks and are not intended to represent a medical state. V2 Aug2012

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Thanks for purchasing Roca Labs® V1.1

Now that you have decided to help yourself, we are here to help you

- **Gastric bypass effect will happen immediately** after taking your first dose so serve yourself only HALF your usual food portion and eat very, very slowly. Overeating can cause side effects and stretch your stomach. You must be disciplined to succeed.
- Support@RocaLabs.com is available 24/7 and written answers are sent normally within 8 business hours. We do not offer telephone (or medical) support to ensure accurate communications and guidance.
- Anti-Cravings® may reduce your cravings for snacks/sweets which customers claim helped them achieve their weight loss goal.
- If you chose 3 monthly payments **we trust you** will make the remainder 2 payments on time.

Payments can NOT be cancelled or disputed as this may result in legal action against you in Florida where you may need to hire an attorney and may face charges in excess of \$3,500. We love our customers and we trust them to pay on time. Our Marketing Dept. subsidized your purchase in return for your commitment to lose weight and post positive feedback. As agreed, you will owe the unsubsidized price of \$1,580 if you breach the Terms.

- There are **NO** returns or refunds as stated on RocaLabs.com/Terms
- Document your success in a video on YouTube to receive up to 50% or even 100% money back per Roca Labs Money Back Reward Program. We want to share your success RocaLabs.com/MoneyBack

Summary of the RocaLabs.com/Terms

All of our terms and conditions are equally important:

- **Privacy Policy.** We will not share your private information with anyone.
- **Return/Refund Policy.** Once purchased and shipped, RLN products cannot be returned and NO refunds will be given.
- **Discount Policy.** We believe in our customers and that word of mouth is the best promotion. **We are here to help you.** You were given a discount off the unsubsidized price of \$1,580 in exchange for your agreement to promote our products and when possible share your weight loss success with us (keep the youtube videos coming). **As part of this endorsement you also agree not to write any negative reviews about RLN or our products.** In the event that you do not honor this agreement, you may owe immediately the full price of \$1,580.
- **Medical Condition Notice.** RLN isn't a medical organization and we can't give you medical advice. Consult with your doctor or healthcare professional before beginning any weight loss program. Results may vary and depend on a variety of factors including but not limited to your commitment and medical condition. Please check Instructions, Suggested Use, Side Effects and consult with your doctor or healthcare professional about this or any other nutraceutical. **Health Notice.** RLN's products are not intended to diagnose, treat, cure, or prevent any disease and have not been evaluated or tested by the Food and Drug Administration. Statements, other than clinical, have not been evaluated by the FDA.