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OCT 30 2013

**STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION**

**CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE**

FRANKLIN COUNTY, OHIO

IN THE MATTER OF:

DOCKET NO. 437986

**Progene Healthcare, Inc.
Doing Business As Progene
And Doing Business as PHI
544 West Liberty St.
Cincinnati, Ohio 45214**

And

**Michael Lee, Individually and
As Principal and Owner of
Progene Healthcare, Inc.
1008 Celestial St.
Cincinnati, Ohio 45202**

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 20th day of September, 2013 by Michael DeWine, the Attorney General of the State of Ohio ("Attorney General"), and Progene Healthcare, Inc., doing business as Progene and PHI, and Michael Lee.

For purposes of this Assurance, "Respondents" means Progene Healthcare, Inc., doing business as Progene and PHI, and Michael Lee, their agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns, and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership or association. Respondent Progene Healthcare, Inc., doing business as Progene and PHI (Progene) is a corporation organized under the laws of the

State of Delaware in April of 2003 with its principal place of business at 544 West Liberty St., Cincinnati, Ohio 45214. Its principal and sole shareholder is Respondent, Michael Lee.

WHEREAS, the Attorney General, having reasonable cause to believe that Respondents engaged in acts or practices which violated the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq., conducted an investigation pursuant to the authority granted to him by R.C. 1345.06;

WHEREAS, Respondents cooperated fully with the Attorney General's investigation and in advance of the investigation had already voluntarily made changes to their business practices;

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F), terminate an investigation upon the acceptance of an Assurance of Voluntary Compliance;

WHEREAS, Respondents voluntarily enter into this Assurance of Voluntary Compliance with the Attorney General as it is their intent and desire to comply with all aspects of consumer law, including but not limited to, the provisions of the CSPA cited herein; and

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- 1) The "Effective Date" shall mean the date indicated on the first page of this Assurance.
- 2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation of Respondents' business practices and actions occurring on or before the Effective Date of this Assurance.

- 3) By giving this written Assurance, Respondents agree to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable Ohio laws, including without limitation, the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq.

STATEMENT OF FACTS

- 4) Respondent Michael Lee is an individual who resides at 1008 Celestial Street, Cincinnati, Ohio 45202.
- 5) Respondent Progene has a secondary mailing address of 244 Madison Avenue, #717, New York, New York 10016.
- 6) Respondents are "suppliers" as Respondents are, and were, at all times relevant hereto, engaged in the business of effecting "consumer transactions," either directly or indirectly, by soliciting or selling goods or services to "consumers" for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).
- 7) Respondents are, and were at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling goods or services, including but not limited to, a testosterone supplement called "Progene" to consumers in Ohio and nationwide.
- 8) Respondents advertise their goods and/or services via the Internet, radio and television to consumers in Ohio and nationwide.

- 9) Respondents sell their goods or services to consumers in Ohio and nationwide by accepting orders placed via its website at www.progene.com and over the telephone from consumers who call the advertised toll-free telephone number.
- 10) Respondents prominently advertised a risk-free, one month free trial of their testosterone supplement.
- 11) In order to obtain the one month free trial of testosterone supplement, Respondents required the consumer to pay a shipping and handling fee of \$9.95 and require the consumer enter into an agreement with a negative option feature whereby fifteen (15) days after the ordering of the one month free trial and every sixty (60) days thereafter, the Respondents, without further authorization, would charge the consumer's credit card or bank account in the amount of \$99.90 and ship bi-monthly refills of the supplement which were nonrefundable.
- 12) In addition to other product purchasing options, the homepage of Respondents' website featured three prominent offers for the free trial of Progene, none of which included any disclosures of materials exclusions, reservations, limitations, terms or conditions. (Screen shot attached at Exhibit A) The offers stated:
 - a. "TRY NOW FOR FREE...CLICK HERE NOW"
 - b. "ORDER NOW- SPECIAL ONLINE ONLY OFFERS....Special Offers...Free Trial...ORDER NOW" [Customers can fill in their shipping information from this area and click on "ORDER NOW" which hyperlinks directly to the "SECURE ORDER FORM" page (Screen shot Exhibit B)]
 - c. "PROGENE FREE TRIAL...TRY 1 MONTH ABSOLUTELY FREE."

- 13) Each of the three locations on the Respondents' homepage, where the free trial offer was advertised, as described in Paragraph 12 above, also provided a hyperlink which will navigate customers to the same advertisement with a large blue rectangle centered in the middle of the page labeled "Special Offers." (Screen shot attached as Exhibit C) This advertisement contained representations pertaining to the one month free trial offer including:
- a. "TRY PROGENE FREE! GET A FULL 1 MONTH SUPPLY... A \$70 VALUE! (pay only Shipping & Handling of \$9.95*) [The asterisk at the end of this statement does not have a corresponding asterisk anywhere on the same page which provides further explanation or limitations of the offer.]
 - b. "Try Progene RISK FREE and see REAL RESULTS... on us!"
 - c. "FREE"
 - d. "RUSH MY PACKAGE". [This statement has yellow arrows that hyperlink directly to the "SECURE ORDER FORM" page (Screen shot Exhibit B.)]
- 14) The lower half of the blue rectangle related to a second special offer whereby customers could "Add a TESTOSTERONE TEST KIT + A FREE 1 MONTH TRIAL" of Progene for the cost of the kit at \$39.95. Below and outside of the blue rectangle containing the Respondents' two special offers, a paragraph in a smaller type font stated:
- a. "Membership Has Its Privileges!... Included with the above Free Trial Offer is also a free membership and enrollment in the Progene Challenge. A members only discount program providing exclusive, on-going savings of over 30% off regular prices, free shipping after 6 continual months of

membership and the convenience of bi-monthly refills after the initial term.

Members have full control over their membership and can Postpone, Suspend or Cancel their membership at any time."

- 15) A statement, appeared below the above statement, reads "READ MORE ABOUT PROGENE GUARANTEE AND FREE TRIAL MEMBERSHIP TERMS." Although it appears to be one sentence, the first portion of the sentence hyperlinked to a "Guarantee and Returns" page (Screen shot attached as Exhibit D) and the second portion of the sentence, starting after the word "AND" hyperlinked to a different page for "PROGENE CHALLENGE MEMBERS" which provides the terms and conditions related to the negative option feature. (Screen shot attached as Exhibit E.)
- 16) Respondents used language on its website such as "RISK FREE," "90 DAY MONEY BACK GUARANTEE," and "SATISFACTION 100% GUARANTEED" without clearly and conspicuously disclosing that those terms do not apply to purchases of product which are automatically billed and shipped as a result of the negative option agreement. (Screen shot attached as Exhibit D.)
- 17) The Respondents' one month free trial offer as first displayed on its homepage and described in Paragraph 13 (screen shot Exhibit A), hyperlinks to "Special Offers" as described in Paragraph 14 (screen shot Exhibit C). The first two website pages displaying the one month free trial offer (screen shot Exhibits A and C) failed to provide clear and conspicuous disclosures of the materials exclusions, reservations, limitations, terms or conditions of the offers without linking to *two* additional pages (screen shot Exhibits D and E). The material terms of the offer which were not

disclosed included the fact that agreement to “membership and enrollment in the Progene Challenge” is *required* to obtain the free trial, that it *requires* agreement to negative option billing and automatic shipments and that any products billed and shipped as part of it are *nonrefundable*.

- 18) Without providing clear and conspicuous disclosures of the materials terms or conditions of the one month free trial offer on the pages where the offer is displayed (screen shot Exhibits A and C), Respondents’ website design then allowed customers to hyperlink to the “SECURE ORDER FORM” without requiring the customer to view the page where the terms and conditions of the trial offer are presented in a full page of written disclosures. (Screen shot Exhibit E)
- 19) After customers entered their contact information and shipping information, into the “SECURE ORDER FORM,” the next screen in the order process contains a smaller light blue text box containing “Terms and Conditions.” Rather than requiring customers to hyperlink to the terms and conditions which are laid out on nearly a full page of text (screen shot Exhibit E), the “Terms and conditions” are displayed, only six to seven lines of text at a time, in a small text box with no obvious terms or instructions directing the customer to scroll down to see the remaining text. In order for a customer to view the “Terms and Conditions” in their entirety, by only reading six to seven text lines at a time, the customer had to scroll down at least five times. While the “Terms and Conditions” were stated in the text box, limiting the customer to reading only six to seven text lines at a time before requiring scrolling and the use of all capital letters at times, made the terms and conditions difficult for consumers to read.

- 20) To proceed with an order, Respondents required customers check a box indicating that they “authorize recurring charges as described in the Terms and Conditions.” Due to the Respondents’ failure to disclose the terms and conditions related to the one month free trial offer on its website, in close proximity to the language stating the offer, the use of the word “recurring” in this authorization statement was potentially the first and only indication to a customer that the free one month free trial required an agreement with a negative option feature.
- 21) Respondents’ advertisement of a *one-month* free trial offer was misleading as the negative option feature to which consumers were required to agree included a fifteen (15) day trial whereby consumers’ credit card or bank accounts would be automatically charged fifteen (15) days from the date of the acceptance of the one month free trial offer. The shipping time for the free product required a minimum of two to five (2-5) days, therefore in reality; consumers had less than fifteen (15) days to try the product.
- 22) In its written or print advertising, the Respondents made offers without stating clearly and conspicuously in close proximity to the offers, the applicable material exclusions, limitations, terms and conditions.
- 23) Respondents charged consumer accounts for orders placed on its website for goods or services involving a negative option feature without providing text that clearly and conspicuously disclosed all material terms of the transaction before obtaining billing information, without obtaining the consumer’s express informed consent and without providing a simple mechanism for a consumer to stop recurring charges from being charged to the consumer’s credit card or bank account.

- 24) When soliciting consumers over the telephone, prior to requesting consumer consent for the purchase and billing information, Respondents failed to truthfully disclose, in a clear and conspicuous manner, the material limitations, terms and conditions of the offer, the policy of not making refunds, the fact that the offer required agreement to a negative option feature, the fact that the customer's account would be charged unless the customer took affirmative action to avoid the charge, the date the charge would be submitted for payment and the specific steps the customer must take to avoid the charge.
- 25) The Respondents provided consumers with a telephone number to their Customer Care department, which is a mechanism for consumers to stop recurring charges from being placed on the consumers' credit card or bank account. The Customer Care Department only operates weekdays from 10 a.m. to 6 p.m., Eastern Standard Time, and hold times for an operator were frequently excessive.
- 26) At times, when consumers called to request refunds or cancel transactions, Respondents placed consumers on hold for extended periods of time.
- 27) At times when soliciting consumers over the telephone, Respondents, directly or through third parties acting on their behalf, made misleading and/or false statements concerning the material terms and conditions of the transactions upon which consumers relied to their detriment.
- 28) Respondents used the word "FREE" with respect to its one month trial offer in numerous places in their advertisements (including but not limited to screen shot Exhibits A and C) despite the fact that customers were required to pay \$9.95 for shipping and handling and enter into negative option agreements whereby they

would be charged \$99.90 fifteen days after the purchase of the one month free trial and every 60 days thereafter for bi-monthly shipments of Progene. Respondents' offer of "free" goods was illusory and deceptive. Respondents' use of continuous and/or repeated "free" offers, by lapse of time, became Respondents regular price for the "free" goods together with the shipping and handling fee of \$9.95 and the \$99.90 negative option billing for bi-monthly refills of Progene.

- 29) Respondents' advertisements included language such as "Limited time offer for the first 50 callers!" and "Be one of the next 100 callers, we'll send you a full 1 month supply of Progene for Free!" The advertisements indicated that the applicable timeframe of the offer is limited; thereby it created a false sense of urgency when the offer advertised was in fact, the regular price, terms and conditions under which the product was normally and continually offered and sold.
- 30) The Respondents refused to allow consumers to return unopened, unused product, and refused to provide consumers with refunds despite the fact that Respondents failed to disclose any limitations on their refund policy prior to the transactions.
- 31) The Respondents fully cooperated with the Attorney General's investigation of their sales practices and voluntarily made changes to their advertising and the manner in which they provide disclosures of the terms and conditions of their offers.

COMPLIANCE PROVISIONS

- 32) In connection with the advertising, offering and sale of goods and/or services, Respondents shall comply with the CSPA.
- 33) In connection with the advertising and sale of goods or services, Respondents shall refrain from:

- a. Committing unfair or deceptive acts or practices in violation of the R.C. 1345.02(A) and O.A.C. 109:4-3-02(A)(1) by making offers in written or print advertising without stating clearly and conspicuously, in close proximity to the words stating the offers, the material exclusions, limitations, terms and conditions of the offers;
- b. Committing unfair or deceptive acts or practices in violation of the R.C. 1345.02(A) and O.A.C. 109:4-3-02(D) by making offers on the Internet without clearly and conspicuously, in close proximity to the offers, stating any material exclusions, reservations, limitations, modifications, or conditions, by failing to guide consumers with obvious instructions to scroll down and click on hyperlinks containing terms and conditions and by utilizing hyperlink disclosures which fail to lead directly to the disclosed information without requiring scrolling or clicking on additional hyperlinks;
- c. Committing unfair or deceptive acts or practices in violation of the R.C. 1345.02(A) and O.A.C. 109:4-3-04(H) by continuously or repeatedly making “free” offers over a period of time whereby the “free” offers become illusory as Respondents’ regular price for the goods to be purchased by consumers in order to avail themselves of the “free” goods become the regular price;
- d. Committing unfair or deceptive acts or practices in violation of the R.C. 1345.02(B)(8) by representing that a specific price advantage existed when it does not;
- e. Committing unfair, deceptive or unconscionable acts or practices in violation of R.C. 1345.02(A) and R.C. 1345.03(A) as set forth in R.C. 1345.03(B)(6) by

making false or misleading statements and/or misleading statements of opinions upon which consumers would rely to their detriment;

- f. Committing unconscionable acts or practices in violation of R.C. 1345.03(A) as set forth in R.C. 1345.03(B)(7) by failing to disclose the limitations on its policy related to refunds prior to sales and subsequently refusing to provide refunds without justification;
- g. Committing unfair or deceptive acts or practices in violation of the R.C. 1345.02(A) by failing to provide adequate customer service;
- h. Committing unfair or deceptive acts or practices in violation of the R.C. 1345.02(A) by failing to comply with the Online Shopper Protection Act, 15 United States Code Service §8403 by charging consumer accounts for orders placed on its website for goods or services involving a negative option feature without providing text that clearly and conspicuously discloses all material terms of the transaction before obtaining billing information, without obtaining the consumer's express informed consent and without providing a simple mechanism for a consumer to stop recurring charges from being charged to the consumer's credit card or bank account.

GENERAL PROVISIONS

- 34) This Assurance shall be governed by the laws of the State of Ohio.
- 35) This Assurance does not constitute an approval by the Attorney General of any of Respondents' business practices and Respondents shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of Respondents' business practices.

- 36) This Assurance sets forth the entire agreement between the Attorney General and Respondents (the "Parties") and supersedes all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under state law.
- 37) The Parties acknowledge that no other promises, representations or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- 38) Respondents shall continue to negotiate in good faith, and resolve, through the office of the Attorney General, any consumer complaints filed with this office concerning Respondents' conduct occurring prior to or after the Effective Date of this Assurance.
- 39) This Assurance is a public record and shall be maintained in the Public Inspection File.

RESTITUTION AND PAYMENT TO THE STATE

- 40) As part of the consideration for the termination of the Attorney General's investigation of Respondents under the CSPA, R.C. 1345.06, Respondents shall pay Twenty-Five Thousand Dollars (\$25,000) to the Consumer Protection Enforcement Fund, of which Twenty-Three Thousand Dollars (\$23,000) shall be suspended upon

the full and complete compliance with the terms of this Assurance. The remaining payment shall be due upon the Effective Date of this Assurance and payable according to the terms of paragraph (42) herein.

- 41) As part of the consideration for the termination of the Attorney General's investigation of Respondents under the CSPA, R.C. 1345.06, the Parties hereby acknowledge that Respondents have made a payment to the Attorney General's Consumer Protection Section in the amount of Four Thousand Five Hundred Twenty Seven Dollars and Thirteen Cents (\$4,527.13) to be distributed at the sole discretion of the Attorney General to consumers who have filed consumer complaints regarding Respondents' practices. The Respondents provided additional refunds totaling ^{also} ~~one~~ Thousand Five Hundred and Ten Dollars (\$6510.00) directly to consumers whose complaints were brought to their attention during the course of this investigation.

- 42) The amount due under this agreement to the Attorney General shall be due upon execution of this Assurance and shall be made by delivering to the Assistant Attorney General listed below a certified check or money order, made payable to the "Ohio Attorney General's Office," at the following address:

**Ohio Attorney General's Office
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215**

PENALTIES FOR FAILURE TO COMPLY

- 43) The Attorney General may assert any claim that Respondents have violated this Assurance in a separate civil action to enforce this Assurance, or to seek any other relief afforded by law, including attorney fees, investigative costs, payment of the

suspended Twenty-Three Thousand Dollars (\$23,000.00) in Paragraph (40) above, and a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00), as set forth in R.C. 1345.07(D), for each separate and appropriate violation the Attorney General asserts Respondents have committed. In any such action or proceeding, relevant evidence of conduct that occurred before the Effective Date shall be admissible on any material issue, including alleged willfulness, intent, knowledge, contempt or breach, to the extent permitted by law. By this paragraph, Respondents do not waive any evidentiary objection or any other objection they may have as permitted by law to the admissibility of any such evidence.

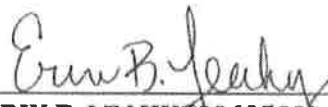
- 44) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the Consumer Sales Practices Act or the Substantive Rules adopted thereunder, by Respondents. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, R.C. 1345.01 et seq., if presented after the violation in an action brought under the CSPA, R.C. 1345.01 et seq.
- 45) This Assurance shall in no way exempts Respondents from any other obligations imposed by law, and nothing contained herein shall relieve Respondents of any legal responsibility for any acts or practices engaged in by Respondents other than those acts specifically resolved by this Assurance.
- 46) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Respondents under any legal authority granted to the Attorney General:

- (a.) With respect to the transactions or occurrences which are the subject of this enforcement action, if the terms of this Assurance are not fully obeyed; or
- (b.) With respect to transactions or occurrences which are not the subject of this action.

WHEREFORE, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 20th day of September, 2013.

SIGNATURES

MICHAEL DEWINE
OHIO ATTORNEY GENERAL


ERIN B. LEAHY (0069509)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 752-4730
(866) 768-2648 (facsimile)
Counsel for the Ohio Attorney General

9/25/2013
DATE


MICHAEL LEE, Individually
And On Behalf Of
Progene Healthcare, Inc.
544 West Liberty St.
Cincinnati, Ohio 45214
(513) 929-9298

9/20/13
DATE

progene
MAKING MEN COUNT

ABOUT
PROGENE

DO I HAVE
LOW T

FOR
SPOUSES

SPECIAL
OFFERS

TRY PROGENE
FREE

MY ACCOUNT • Shopping Cart • Customer Care

REBATE AVAILABLE
ON PROGENE
CLICK TO CALL

PERFORMANCE

GO LONGER - MAKE IT COUNT



In Stores Nationwide
Brookshire's
XUSA
COSTCO

NATURAL TESTOSTERONE

Feel like you did when you were younger!
Progene's unique, Dual-Action formula contains rare
herbal extracts & clinically proven testosterone precursors
to provide your body the ingredients it needs to produce
more testosterone.

➔ LEARN HOW PROGENE WORKS

➔ SEE PROGENE'S UNIQUE FORMULA



IT WORKS!



Meet the Progene
Pros and hear
what others have
experienced with
Progene.



AS SEEN ON...



TESTOSTERONE TEST KIT



DO YOU HAVE LOW T?

Early year, your ability
to produce testosterone
decreases 1-2%.

START QUIZ!

ORDER NOW - SPECIAL ONLINE ONLY OFFERS

First name:

Last Name:

Year of Birth:

E-Mail Address

Street Address:

Apt., Suite, etc.

City:

State:

ZIP Code:

Telephone Nr:

Special Offers

- ☐ Free Trial
- ☐ 1 month - \$59.95
- ☐ 3 month - \$129.95
- ☐ 6 month - \$209.85
- ☐ Refill - \$69.95

☐ Get information by e-mail about
health and savings from Progene Daily



OR CALL US ON: (888) PROGENE

**PROGENE
FREE TRIAL**

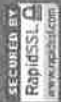
**TRY 1 MONTH
ABSOLUTELY
FREE**



**GET 2 FREE
TESTS WITH A 12
MONTH PACKAGE**



STATE'S
EXHIBIT
A



click to call (888) PROGENE

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Progene is committed to providing accurate information to help you understand your health. Progene is not a medical professional and does not provide medical advice. Progene is not a substitute for professional medical advice, diagnosis, or treatment. Progene is not responsible for any consequences arising from the use of the information provided on this website. Progene is not responsible for any damages, including but not limited to, direct, indirect, or consequential damages, arising from the use of the information provided on this website. Progene is not responsible for any damages, including but not limited to, direct, indirect, or consequential damages, arising from the use of the information provided on this website.



MY ACCOUNT

SHOPPING CART

CHECK OUT

SIGN OUT

Your Shopping Cart

Qty	Product	Price
1	Progene Free Trial	\$0.00

Sub-Total: \$0.00

Flat Rate Shipping: \$9.95



SECURE ORDER FORM

Shipping Information

Payment Information

Confirmation

Finished!

(Returning customers, please [sign in](#))Questions? Call
1.877.727.3116

* Required information

First Name:

*

CANCEL ANYTIME

Last Name:

*

Year of
Birth:

e.g. 1970—to confirm that you are over 18

E-Mail
Address:

* Your email address will never be sold or given out to other companies.

Billing Address

Street Address:

*

Apt., Suite, etc.

City:

*

State:

*

ZIP Code:

*

Country:

*

Telephone Number:

Your phone number or an alternate contact is required for mailing purposes but will be kept private.



Get information by e-mail about health and savings from Progene Daily:



CONTINUE

progene
DAILY COMPLEX

ABOUT
PROGENE

DO I HAVE
LOW T

FOR
SPOUSES

SPECIAL
OFFERS

My Account • Shopping Cart • Customer Care

TRY PROGENE
FREE

EXPERTS AVAILABLE
(888) PROGENE
CLICK TO CALL

YOUR WORLD IS UP AND RUNNING, AGAIN

SPECIAL OFFERS

HOW IT WORKS

WHAT TO EXPECT

TESTIMONIALS

INGREDIENTS

SAFETY

CLINICAL DATA

COMPARISON

AS SEEN ON



UNIQUE FORMULA



Progene's Dual Action formula contains clinically proven testosterone precursors and rare herbal extracts to help support your body's natural production of testosterone.

» SEE PROGENE'S UNIQUE FORMULA

TESTIMONIALS

» I WORK, ATTEND GRADUATE STUDIES AND WORKOUT 3-4 TIMES A WEEK, SO INCREASED ENERGY AND TESTOSTERONE LEVELS WOULD BE IDEAL. I PURCHASED PROGENE TO INCREASE MY ENERGY LEVEL AND TESTOSTERONE LEVEL. I WILL BUY MORE BECAUSE IT WORKS AS YOU GUARANTEED!
T (43)

SPECIAL OFFERS

Power, Performance & Passion... Experience More with Progene!

TRY PROGENE FREE! »
Get a Full 1 Month Supply **A \$70 VALUE!**
(pay only Shipping & Handling of \$9.95*)

Try Progene RISK FREE and see REAL RESULTS... on us!

FREE



RUSH MY PACKAGE

DO YOU KNOW YOUR TESTOSTERONE LEVEL?

Add a TESTOSTERONE TEST KIT for only \$39.95 more (discounted from \$59.95 MSRP)



CLICK HERE

**TESTOSTERONE TEST KIT
+ A FREE 1 MONTH TRIAL**



Get both for
only \$39.95 +
\$9.95 s/h



In Stores Nationwide!

Brookshire's



DO YOU KNOW YOUR LEVELS?
GET A TESTOSTERONE TEST KIT



CLICK HERE NOW



**WANT TO BE
A PROGENE
PRO?**

CLICK HERE

TO SEND YOUR
PHOTO & QUICK BIO

Membership Has Its Privileges!

Included with the above Free Trial Offer is also a free membership and enrollment in the Progene Challenge. A members only discount program providing exclusive, on-going savings of over 30% off regular prices, free shipping after 6 continual months of membership and the





convenience of bi-monthly refills after the initial term. Members have full control over their membership and can Postpone, Suspend or Cancel their membership at any time.

» [READ MORE ABOUT PROGENE GUARANTEE AND FREE TRIAL MEMBERSHIP TERMS](#)

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Progene is formulated to gradually supplement existing natural processes. As a natural, non-synthetic solution, individual results will absolutely vary. Remember that not all supplements are for everyone. If you are taking drugs that require a prescription to regulate blood pressure, to control cardiac conditions, or have prostate issues, ask your doctor if Progene is right for you. The individuals shown may be remunerated models and depending on the page, may or may not be actual Progene customers. These statements have not been evaluated by the Food and Drug Administration. Progene is not intended to diagnose, treat, cure or prevent any disease.

progene
DAILY COMPLEX

ABOUT
PROGENE

DO I HAVE
LOW T

FOR
SPOUSES

SPECIAL
OFFERS

TRY PROGENE
FREE

EXPERTS AVAILABLE
(866) PROGENE
CLICK TO CALL

My Account • Shopping Cart • Customer Care

YOUR WORLD IS UP AND RUNNING. AGAIN.

CUSTOMER CARE

GUARANTEE & RETURNS

CONTACT US

CHALLENGE MEMBERS

WHERE TO BUY

FAQs

AS SEEN ON:



UNIQUE FORMULA



Progene's Dual Action formula contains clinically proven testosterone precursors and rare herbal extracts to help support your body's natural production of testosterone.

» SEE PROGENE'S UNIQUE FORMULA

TESTIMONIALS

» I SAW YOUR AD TWICE, AND THE THING THAT STOOD OUT FOR ME WAS THE ENERGY AND STRENGTH THAT THE AD PROMISES, OR RATHER THE POTENTIAL FOR INCREASED ENERGY, STRENGTH AND THE BEDROOM. I PARTICULARLY LIKED THE DOWNPLAY OF THE SEXUAL BENEFITS, EVEN THOUGH I KNOW THAT IS A HUGE SELLING POINT. IT IS NICE TO SEE A PRODUCT THAT BELIEVES IN A MAN AND SELLER.

GUARANTEE & RETURNS



Experience more Power, Performance & Passion... or your money back!

90 DAY MONEY BACK GUARANTEE

Progene® has worked for so many others that we'd like for you to be able to try it too- risk free!



If after purchasing Progene, you are not completely satisfied, just notify us within 60 days from the date of purchase to begin the return process. (see Return Processes below)

In fact, to make sure you have more than sufficient time to try Progene, we'll even give you an additional 30 DAYS after you notify us to actually complete the return.

That's a total of 90 days to try Progene®...on us!

Just return the packaging for a complete refund of your purchase price- less shipping & handling or any special rebates... yes, you can even send back empty packages- we'd love for you to actually try Progene!

» BUY NOW

Please note, different terms & conditions apply for non-purchased, Free Trial product and subsequent refills for Progene Challenge members

» SEE CHALLENGE MEMBER TERMS

RETURN PROCEDURES & POLICY

Progene offers a 100% satisfaction guarantee for all purchased product.(non-purchased, Free trial & Challenge Member refills are subject to different terms and conditions.)

» CLICK HERE FOR CHALLENGE TERMS

TO RETURN A PURCHASED ORDER, YOU MUST DO THE FOLLOWING.

1. Call or email for a Return Merchandise Authorization (RMA) number within 60 days from the date of original purchase.
 - Customer Service can be reached at (866) PROGENE, M-F; 10a-6p EST.
 - Returns and refunds cannot be processed if you have not obtained an RMA
 - All purchased product are eligible for the money-back guarantee.
 - Calls after 60 days are not eligible for an RMA.

2. Return Requirements: Please save & return the following:



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- Any remaining, unused product packages
- All empty or consumed blister packs with original packaging (we'll need the UPC from the box and production lot numbers from the blister packs for product tracking and quality control)
- A reason for the return (this is optional, but helps us improve our product)
- RMA clearly marked on the outside of the return package. (Packages without RMAs cannot be processed)
- We cannot accept or issue a refund for any packages marked return to sender or refused. If you return a package, we recommend that you get proof of shipment.

3. Provide customer info:

- Name
- Address
- Date of purchase
- Purchase method

- Refunds are credited using the same method of purchase
- Please provide only the last 4 digits of a credit card or banking account number.

NOTE: Do NOT include your whole account number- returns are processed at the facility below.

4. Product Shipping Address (postage must be pre-paid)

- PHI: Midwest Distribution Center
- Attn: Progene Returns
- 544 West Liberty St
- Cincinnati, Ohio 45214

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Progene is formulated to gradually supplement existing natural processes. As a natural, non-synthetic solution, individual results will absolutely vary. Remember that not all supplements are for everyone. If you are taking drugs that require a prescription to regulate blood pressure, to control cardiac conditions, or have prostate issues, ask your doctor if Progene is right for you. The individuals shown may be remunerated models and depending on the page, may or may not be actual Progene customers. These statements have not been evaluated by the Food and Drug Administration. Progene is not intended to diagnose, treat, cure or prevent any disease.


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AS SEEN ON:



UNIQUE FORMULA



Progene's Dual Action formula contains clinically proven testosterone precursors and rare herbal extracts to help support your body's natural production of testosterone.

[» SEE PROGENE'S UNIQUE FORMULA](#)

TESTIMONIALS

» I SAW YOUR AD TWICE, AND THE THING THAT STOOD OUT FOR ME WAS THE ENERGY AND STRENGTH THAT THE AD PROMISES, OR RATHER THE POTENTIAL FOR INCREASED ENERGY, STRENGTH AND THE BEDROOM. I PARTICULARLY LIKED THE DOWNPLAY OF THE SEXUAL BENEFITS. EVEN THOUGH I KNOW THAT IS A HUGE SELLING POINT. IT IS NICE TO SEE A PRODUCT THAT MEN NEED CAN MAKE AND SELL.

CHALLENGE MEMBER



Try Progene for Free and experience more Power, Performance & Passion!

PROGENE CHALLENGE TERMS & CONDITIONS

Program Benefits

Progene Challenge members receive their first month of product for only the cost of shipping and handling. Continued membership beyond the initial 15-day free trial period provides the following benefits: The convenience of automatic shipment every two months. Discounts off standard pricing with each month's supply. Special offers from Progene or their partners.

Conditions

You must pay electronically to enroll in the Progene Challenge program. There is a limit of one Progene Challenge membership per household, person, or credit card. We reserve the right to accept or refuse membership at our discretion.

Continuity Billing

The bimonthly cost of product beyond the initial trial period is \$99.90. The shipping and handling fee is waived. These costs and fees are non-refundable except as expressly set forth in these Terms. YOU UNDERSTAND YOUR PROGENE CHALLENGE MEMBERSHIP IS A RECURRING CHARGE. YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW 15 DAYS FROM THE DATE OF INITIAL PURCHASE AND EVERY 60 DAYS THEREAFTER. YOU AUTHORIZE US TO CHARGE TO YOUR CREDIT OR DEBIT CARD (WITHOUT NOTICE TO YOU) THE APPLICABLE PRODUCT COST AND SHIPPING FEE, UNLESS YOU NOTIFY US BEFORE RENEWAL THAT YOU WANT TO CANCEL YOUR MEMBERSHIP.

Agreement Changes

We may in our discretion change these Terms without notice to you. However, any increase in product pricing will not apply to Challenge memberships established prior to the increase. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

Termination by Us

We may terminate your membership at our discretion without notice.

Limitation of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE PROGENE CHALLENGE. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST MONTHLY MEMBERSHIP FEE YOU PAID. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.



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