



## VERTERA WEBSITE TERMS AND CONDITIONS

**Revision Date: 13 June 2019**

The following Terms and Conditions set forth the legal terms and conditions for your use of global.vertera.market and any other websites or mobile applications owned and operated by Vertera Wellness Limited (hereinafter - «Websites») and apply to all orders of products or services placed with **Vertera Wellness Limited** (registration number: 2682794, registered address: Room 1203, 12/F, Tower 3, China Hong Kong City, 33 Canton Road, Tsimshatusi, Kowloon, Hong Kong). The Terms and Conditions apply as soon as an order is placed over the Internet. By placing an order with us, you accept the Terms and Conditions set out below. These Terms and Conditions do not affect your statutory rights. If you have any queries, please contact us. All references to the "Vertera", "company", "us", "our", or "we" refer to **Vertera Wellness Limited**. Any reference to "customer", "you" "client" or "buyer" refers to the person or organization placing the order.

**1. AGREEMENT.** By using any Websites or purchasing or using any products or services from Vertera, you agree to the terms and condition of this agreement.

We reserve the right to change the terms and conditions of this agreement or to modify or discontinue the products and services provided on the websites at any time. If we change this agreement, we will give you notice by posting the revised agreement on the applicable website(s). Those changes will go into effect on the revision date shown in the revised agreement.

By continuing to use any Websites or purchase or use any products or services from Vertera after the revision date, you agree to be bound by such changes.

**2. ELIGIBILITY.** You agree to provide Us with complete and current registration information. If you are under 18, you may only use our Websites with the supervision of a parent or guardian 18 years of age or older. Unless otherwise specified, the materials in the Websites are presented solely for the purpose of promoting products available in the European Union. Vertera makes no representation that materials contained on the Websites are appropriate or available for use in other locations. Those who choose to access the Websites from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Shipments sent outside the European Union might be subject to import duties and or taxes imposed by your country. These costs are your expense and in addition to your invoice charges. Please contact your local customs office for details.

**3. ACCEPTABLE USE OF THE WEBSITES.** You are responsible for your use of the Websites, and for any use of the Websites made using your account. At Vertera,



our goal is to create a positive, rewarding, and safe experience in connection with our Websites. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other clients or to Vertera. When you use the Websites, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam (additionally, please read our Anti-Spam Policy in Section 15 below);
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Websites;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any web pages contained in the Websites (although Vertera may allow operators of public search engines to use spiders to index materials from the Websites for the sole purpose of creating publicly available searchable indices of the materials, and Vertera reserves the right to revoke these exceptions either generally or in specific cases);
- use automated methods to use the Websites;
- attempt to circumvent any technological measure implemented by Vertera or any of Vertera's providers or any other third party (including another user) to protect the Websites;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Websites; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

**4. VERTERA INDEPENDENT PARTNERS.** Vertera products and services are sold through Vertera's network of Independent Partners. Online shopping is fulfilled and sold directly by Vertera. To purchase Vertera's products or services, you do not have to become an Independent Partner. If, however, you are interested in becoming a Vertera Independent Partner in the European Union, please click the underlined text to register with Vertera and fill out your Vertera Independent Partner Agreement. You must be at least 18 years of age to become a Vertera Independent Partner.

**5. ONLINE PURCHASES.** When you register your account online with Vertera, you will receive a Vertera identification number ("Vertera ID"). Vertera Independent



Partners, as well as Clients who wish to access account information online must also establish a password. Please keep your Vertera ID and password secret. You are entirely responsible for any activity under your Vertera ID. You must promptly notify Vertera of any actual or attempted unauthorized use of your Vertera ID. All orders of goods from Vertera are made subject to a shipment contract, which means that the risk of accidental loss and title of the goods passes to you upon our delivery to the carrier.

Your order represents an offer to execute a Purchase Agreement. When you send us an order, we will send you an e-mail to confirm receipt of your order and explain all relevant details (Order Confirmation). Your Order Confirmation does not represent acceptance of the Agreement. Instead, it confirms receipt of your order. It becomes a Purchase Agreement only when we have sent the ordered goods and when you have received delivery notification from our warehouse that the goods have been dispatched.

All billing and other information submitted to Vertera must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms and Conditions. By completing the checkout process you agree to accept and to pay for the product(s) or service(s) ordered. You represent and warrant that you have the legal right to use any credit card or other payment means used to complete any transaction.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, Vertera shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Vertera shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Your credit card charged. Vertera reserves the right in its sole discretion to refuse or cancel any order for any reason. If your credit card has already been charged for the purchase and your order is canceled, Vertera shall immediately issue a credit to your credit card account in the amount of the charge.

Vertera attempts to be accurate in all product descriptions. Nevertheless, Vertera does not warrant that any product description or other content on the Websites is accurate, complete, reliable, current, or error free.

Vertera reserves the right, with or without prior notice, (a) to impose conditions on the honoring of any coupon, coupon code, promotional code or other promotion, (b) change a product description, (c) limit the availability of any product or service, (d) refuse to provide Clients or Independent Partners with any products or services.

## **6. PAYMENT.**

Payment for purchases and shipping ([shipping costs](#)) can be made by credit card or PayPal. If goods ordered are not available, and payment has been made, said payment will be credited to your bank or PayPal account.

We accept payment using VISA, Mastercard and PayPal.



Security of your card and data is very important to us. All financial information relating to your transaction is forwarded using an encrypted automatic protocol, which neither Vertera nor independent third parties has access to. This information will be utilized only in the case of a refund. Therefore, for security reasons, every time you place an order with us, you will be asked for your card number.

To ensure the security of your data, we use SSL software security (Secure Socket Layer). With this system, your data, name, address and card number are coded and transmitted safely via the Internet. During transfer, no external party can read your data. For more information regarding your data please read our Privacy Policy.

## **7. SHIPPING DAMAGES**

**Important:** Notwithstanding all precautions, packages and/or their contents sometimes get damaged in transit. If this should happen, please follow the following procedure: breakages should initially be announced and registered with the courier, at once upon receipt of the goods. You should then inform us immediately thereafter. If you intend to return damaged goods, please inform us in advance via e-mail, phone or fax.

**8. CLIENT PRODUCT GUARANTEE POLICY.** A fourteen (14) day money-back guarantee is offered on all Vertera products that are ordered through [global.vertera.market](http://global.vertera.market) or other related Websites. Clients who are not completely satisfied with a product they ordered through [global.vertera.market](http://global.vertera.market) may return the product directly to Vertera for a replacement or full refund within fourteen (14) days from the client purchase date (not including shipping charges). A signed and fully completed Product Return Form must accompany a product return. Please allow two (2) to three (3) weeks for processing. Promotional products and gift items may not be available for replacement, and may, at Vertera's discretion, be exchanged for an item of equal value. For more details please read [Returns & Refunds Policy](#).

**9. OWNERSHIP & COPYRIGHT RESTRICTIONS.** The Websites are owned and operated by Vertera. The Websites, including but not limited to software, content, text, photographs, images, graphics, video, audio, hypermedia items and the compilation as a whole ("Content"), are copyrighted under Hong Kong laws by Vertera or its licensors, unless otherwise noted. You must abide by all additional copyright notices or restrictions contained in the Websites or elsewhere. You may not delete any author attributions, legal or proprietary notices in the Websites or elsewhere.

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You hereby consent and agree to receive all Disclosures from Vertera electronically by email or by viewing the Disclosures on the Internet. You may withdraw your consent to electronic Disclosures in the future at any time without charge. We will send you a confirming notice once we have processed your change request.

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You agree to promptly notify us of any changes in your email address or your home address by updating your profile online or by completing the online form on the [global.vertera.market](http://global.vertera.market). If you have questions about receiving Disclosures, or need technical or other assistance concerning these Disclosures, you may contact us by using the online form.

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15. **ANTI-SPAM POLICY.** Vertera strictly prohibits the sending of unsolicited bulk email (spam). Spam is defined for this purpose as sending ten or more messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior authorization has been obtained from the email recipient or unless a business or personal relationship has already been established with the email recipient. Vertera also prohibits using false headers in emails or falsifying, forging or altering the origin of any email in connection with Vertera, and/or its products and services. Vertera prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise.

IF YOU OR ANYONE YOU KNOW IS "SPAMMED" BY SOMEONE WHO IS SELLING OR DESCRIBING VERTERA'S PRODUCTS OR SERVICES, PLEASE CONTACT US PROMPTLY SO THAT WE MAY TAKE APPROPRIATE ACTION.

16. **DISCLAIMER.** VERTERA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO VERTERA'S PRODUCTS AND



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**17. LIMITED LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE THAT VERTERA, ITS AFFILIATES, AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGES, EXPENSES OR COSTS WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THE TERMS AND CONDITIONS, YOUR USE OR INABILITY TO USE THIS SERVICE, YOUR PURCHASE OR USE OF VERTERA PRODUCTS, SERVICES OR INFORMATION, YOUR PARTICIPATION AS AN VERTERA INDEPENDENT PARTNER, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.

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**18. INDEMNIFICATION.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS VERTERA, ITS AFFILIATES, AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS SERVICE, SALE OR INFORMATION REGARDING VERTERA PRODUCTS, OR IN CONNECTION WITH YOUR ACCOUNT OR ANY OTHER PERSON'S USE OR ACCESS TO THIS SERVICE BY OR THROUGH YOUR ACCOUNT, WITH OR WITHOUT YOUR PERMISSION, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF LIBEL, DEFAMATION, VIOLATION OF RIGHTS OF PRIVACY OR PUBLICITY, TRESPASS, AND INFRINGEMENT OF INTELLECTUAL OR OTHER PROPRIETARY RIGHTS.

**19. DISPUTES SETTLEMENT.** All disputes between Vertera and You, which may arise from the present Terms and Conditions or in connection therewith, which cannot be resolved by friendly negotiation or mediation, are subject to the competent court of Hong Kong with application of the legislation of Hong Kong. If found guilty the party must compensate to the party which has won the case all costs of litigation as well as expenses on lawyer's fee.

**20. WAIVER.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

**21. UNENFORCEABILITY.** If any provision of this agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into





this agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

22. **CONFLICTS.** If at any time you have agreed or agree to the Vertera Independent Partner Agreement, to the extent of any conflict between the terms of the Vertera Independent Partner Agreement and the terms of this agreement (including, without limitation, any conflict with respect to dispute resolution terms), the terms of the Vertera Independent Partner Agreement shall apply and control.

23. **NOTICES.** You may contact Us by writing or calling Us at the address and/or telephone number listed below:

**Vertera Wellness Limited**

Room 1203, 12/F, Tower 3, China Hong Kong City, 33 Canton Road, Tsimshatusi, Kowloon, Hong Kong

Telephone: +7 930 160 00 46

Email: [info@vertera.market](mailto:info@vertera.market)

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