

TERMS OF USE

PLEASE READ THESE TERMS OF USE BEFORE USING THIS WEBSITE OR PURCHASING ANY PRODUCT OR SERVICES FROM VELOVITA INC.

These Terms of Use are an agreement (the “Agreement”) between Velovita Inc., a Florida corporation located at 1111 Park Centre Blvd., Ste. 450, Miami FL 33169 with fulfillment and return center located at 3750 Hacienda Blvd., Suite F, Davie, FL 33314 (“Velovita,” the “Company”, “we” or “us”) and you (“you” or “User”). This Agreement sets forth the legal terms and conditions governing your use of this website (the “Site”) and your purchase and/or use of any Velovita goods and/or services (collectively referred to hereinafter as, “Offerings”).

Your use of the Site and all information, data, text, software, information, images, sounds, or other materials contained therein, or your use or purchase of any other Offerings confirms your unconditional agreement to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement. **If you do not agree to be bound by this Agreement, do not access or otherwise use the Site or participate in or purchase any of the Offerings.**

This Agreement and any other terms and policies incorporated herein by reference (collectively, the “Other Policies”), constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

The information and features included in this Site are subject to change at any time without notice. By accessing or linking to this Site (to the extent linking is permissible), you assume the risk that the information on this Site may be changed or removed.

VELOVITA RETURN POLICY

Customer Returns and Cancellations

Velovita offers a thirty (30) day return policy on any products sold to retail customers through a Member’s authorized replicating website. One hundred percent (100%) of the original purchase price will be refunded to retail customers for all such products returned within 30 days from the date of purchase. Retail customers assume the cost of shipping any products back to Velovita.

A customer may modify or cancel their V-Fill (autoship) orders prior to shipment by contacting customer support at support@velovita.com.

For international markets, costs associated with duties, taxes, shipping & handling, if any, will not be refunded or reimbursed.

Exceptions

Promotions: The standard 30-day refund policy does not apply to promotional sales items/ products. Velovita will not accept returns or cancellations.

Returns of any previously purchased product are subject to the following restrictions:

- The 30-day money back guarantee does not apply to multiple refund requests made for any previously purchased product of the same type or flavor (if applicable) ordered within the 30-day return period. In that case, the refund request for last order qualify for a refund and all prior refund requests will be disqualified, except for cases involving section 4.6.3.
- Except for cases involving section 4.6.3, customers are limited to one refund per product, or per flavor if applicable.

Example 1: If a customer purchases the same product in March, April, and May and in May requests refunds for all three (3) orders, Velovita will issue a refund for the May order only.

Example 2: A customer previously requested and received a refund for a product in April. If that customer repurchases the exact same product in June and requests a refund for the order, that request will not be accepted.

Return Process for Online Orders.

1. Notify the Velovita Support Department of the pending return using the Velovita Online Support Ticket System from within your account and obtain a Return Merchandise Authorization ("RMA").
2. Package the products you wish to return using proper shipping carton(s) and packing material based on the product(s) being returned. Include the original packing slip or a printed copy of your receipt. Attach a printed copy of your RMA form to the front of the package.

Any package received without such identification with the RMA number clearly visible on the package exterior will be refused.

3. Ship the package to the following address using any shipping method that provides you with a tracking number:

Velovita Returns

3750 Hacienda Blvd, Suite F,
Davie, Florida 33314

4. Provide the tracking number for your package to the Velovita Support Department through the Online Support Ticket System.
5. Once your return is received and processed, an appropriate refund will be issued within approximately three (3) to five (5) business days.

Member Resignation Returns.

All products in a CURRENTLY MARKETABLE, REUSABLE, UNOPENED, AND RESALABLE condition which have been purchased within thirty (30) days* shall be repurchased subject to compliance with the Seventy Percent Rule (see section 4.5.5 of Velovita's Policies and Procedures). The repurchase shall be at a price of not less than 80% (eighty percent) of the original net cost to the participant minus any commissions paid to the Member.

Note: Commissions earned will be offset as a result of the product returned. Any return requests will be considered a resignation of the Member's membership with Velovita.

OPENED products shall not be repurchased.

For international markets, costs associated with duties, taxes, shipping & handling, if any, will not be refunded or reimbursed.

To ensure that a refund is issued in a timely manner, the following steps should be followed:

1. A written request must be submitted to the Velovita Support Department, clearly citing the reason for the return of product(s) and/or sales materials.
2. Upon receipt of the proper information, Velovita will instruct the Member where to ship the products and provide the Member with a Return Merchandise Authorization ("RMA"), which must be clearly visible on the exterior of the package. (Any return without this information visible on the outside of the package will be refused without exception). Velovita will issue the refund within approximately three (3) to five (5) business days from the date of receipt of the products or sales materials.
3. The Member assumes the cost of shipping any products or sales material back to Velovita.
4. The Member assumes responsibility for packing and shipping products or sales material back in a manner that will ensure that it is received in a timely manner and with minimal damage.
5. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used initially, the reimbursement will be issued back to that same credit card.

*The permissible return period will vary according to the country and state laws in which the Member resides.

Unauthorized Returns.

Should a member refuse delivery of any Velovita shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary resignation.

Buyers Right to Cancel.

Federal law entitles a buyer to cancel certain sales without penalty prior to midnight of the third (3rd) business day following the transaction. This rule covers retail customer sales of twenty-five dollars (\$25.00) or more that occurs away from the Member's main office. In addition, the Member must orally inform the buyer of the three (3) day right to cancel at the time the buyer signs the contract of sales or purchase of goods.

Exchanges.

Velovita will not accept product exchanges.

Credit Card Chargebacks.

Customers (nonmembers) or Members with credit card chargebacks will have their accounts suspended until such time that the full amount of the chargeback is returned to Velovita plus any chargeback fees.

SHIPPING AND DELIVERY POLICIES

All the risks involved in the delivery of goods shall be borne by you. You shall have no right to claim anything against the Company in case of any problems and/or complications related to the delivery. Under no circumstances will the Company be liable for tampering, theft or damage occurred during the transport: you will have recourse only against the carrier.

Subject to product availability, orders are usually processed for shipment within 1 to 3 business days. Accurate shipping address and phone number are required. Your signature may be required for delivery.

The Company shall at all times be entitled to make partial deliveries unless expressly agreed otherwise.

In the event that circumstances beyond the Company's control occur which make transport to or delivery at the agreed place impossible, or if you do not take delivery of the goods, the Company shall have the right – at its option – to take the goods back or to store them or cause them to be stored at your expense and risk. The costs of return shipment and storage shall be payable by you, and you shall furthermore be obliged to fulfill your obligations to the Company as if delivery has taken place.

VELOVITA DISCLAIMER

Any personal testimonies and opinions relating to Velovita Inc. and Velovita.com are not considered as medical advice and should not be taken as such.

The Velovita product line is not intended to diagnose, cure, prevent or treat any illness, disease or disorder.

The earnings of Velovita Members relating to Velovita Inc. and velovita.com are not necessarily a representation of the income, if any, that a Velovita Member can or will earn through his or her participation in the Velovita Member Rewards Plan.

Any figures should not be considered as guarantees or projections of your actual earnings or profits. A person can become a Member with Velovita and do very well financially marketing our product line; however, they could also not earn any income at all.

A Velovita Member's success depends upon and requires successful sales efforts, hard work, dedication, determination leadership and teamwork. Please understand there are no financial guarantees.

Suspension

Velovita reserves the right in its sole discretion to suspend a purchaser's account at any time. Velovita will notify the purchaser of such suspension either by a V-Cloud support ticket or email. In the event of a suspension, Velovita further reserves the right to require the purchaser to complete and sign a reinstatement agreement in order to reinstate the purchaser's buying privileges.

eBay/Amazon Sales

Velovita products are intended for direct-to-consumer sales only and should not be sold online through non-direct sales channels. Reselling Velovita products on eBay, Amazon or any other similar online marketplace dilutes our valuable trademarks and diminishes the opportunities of Velovita Members by competing in non-direct sales channels with our Members. Customers are strictly prohibited from reselling Velovita products on eBay/ Amazon or any third-party auction site or sales site. Customers who violate this policy will have their accounts temporarily suspended and may be subject to having their buying privileges terminated at the sole discretion of Velovita.

If you have any questions about Velovita's Terms of Service, the practices of this site, or your dealings with this site, please contact us at support@velovita.com.

PRIVACY POLICY

Velovita is committed to safeguarding the privacy of our Site visitors; this privacy policy sets out how we will treat your personal information.

1. What information do we collect?

We may collect, store, and use the following kinds of personal data:

- I. Information about your visits to and use of this Site;
- II. Information about any transactions carried out between you and us on or in relation to this Site, including information relating to any purchases you make of our products; and
- III. Information that you provide to us for the purpose of registering with us and/or subscribing to our Site services and/or email notifications.

2. Information about website visits.

We may collect information about your computer and your visits to this Site such as your IP address, geographical location, browser type, referral source, length of visit and number of page views. We may use this information in the administration of this Site, to improve the Site's usability, and for marketing purposes. We use cookies on this Site. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. We may also use that information to recognize your computer when you visit our Site, and to personalize our Site for you. Most browsers allow you to refuse to accept cookies. This will, however, have a negative impact upon the usability of many websites, including this one.

3. Using your personal data.

Personal data submitted on this Site will be used for the purposes specified in this privacy policy or in relevant parts of the Site. In addition to the uses identified elsewhere in this privacy policy, we may use your personal information to:

- I. Improve your browsing experience by personalizing the Site;
- II. Send information (other than marketing communications) to you which we think may be of interest to you by post or by email or similar technology;
- III. Send to you marketing communications relating to our business which we think may be of interest to you by post, email or similar technology (you can inform us at any time if you no longer wish to receive marketing communications to be sent by emailing us at support@velovita.com).

We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

4. Antispam Policy.

Newsletter Subscriber

A registered user is added to our Newsletter Subscribers database when enrolling as a customer (nonmember) or Member. After completing our enrollment process the user becomes a Newsletter Subscriber. Our email communications with our Newsletter Subscribers is based solely on their permission.

What Is Spam?

Spam is unsolicited email also known as Unsolicited Commercial Email (UCE). It involves emails sent to users who:

- A. Have no association with the sender;
- B. Have registered an account but not opted in to receive commercial emails; or

- C. Have previously opted in but then opted out of receiving commercial emails Spam is also email communications without a valid reply-to address.

Email Communications.

Velovita does not send spam - ever. The goal of our existing email communications is to inform our Newsletter Subscribers of the new updates and promotions which are published on a regular basis. Our Newsletters include the links to our new products, information about promotions and latest news from the field. We do not sell or distribute (for financial gain or for free) or otherwise disclose any Member or customer (nonMember) email addresses to any third parties except when legally required.

Every newsletter contains an Unsubscribe link at the top or bottom of the message.

Necessary Communication.

There are situations which by their own nature require us to send you emails. These include:

- I. Sending a message to your email box with the link to update your account at Velovita;
- II. Sending you invoices for each purchase transaction made on our Site;
- III. Sending you emails concerning technical, legal and support matters; and
- IV. Sending a SMS (Text) to your registered phone with Velovita.

Please make sure you add Velovita emails to your list of approved email addresses in your email application. When you do not receive expected emails from Velovita, check your spam folder.

5. Other disclosures.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere in this privacy policy, we may disclose information about you:

- A. To the extent that we are required to do so by law;
- B. In connection with any legal proceedings or prospective legal proceedings; or
- C. In order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and mitigating losses).

Except as provided in this privacy policy, we will not provide your information to third parties.

6. International data transfers.

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.

7. Security of your personal data

We will take reasonable precautions to prevent the loss, misuse, or alteration of your personal information. Of course, data transmission over the Internet is inherently insecure, and we cannot guarantee the security of data sent over the Internet. We will store all the personal information you provide on our secure servers. All electronic transactions you make to or receive from us will be encrypted using SSL technology. You are responsible for keeping your passwords confidential.

8. Policy amendments

We may update this privacy policy from time to time by posting a new version on our Site. You should check this page occasionally to ensure you are familiar with any changes.

9. Your rights

You may instruct us to provide you with any personal information we hold about you. You may instruct us not to process your personal data for marketing purposes. In practice, you will usually either expressly agree in advance to our use of your personal data for marketing purposes, or we will provide you with an opportunity to opt- out of the use of your personal data for marketing purposes. You can also instruct us not to use your personal data for marketing purposes by email (to support@velovita.com) at any time.

10. Third party websites

The Site may contain links to other websites. We are not responsible for the privacy policies of third-party websites.

11. Financial Information.

The Site does not store your credit card and payment details on our server. The Site retains details of your purchases and purchased products in your account, but no sensitive details relating to your payment methods are stored or handled by Velovita.

12. Changes to this Privacy Policy.

Velovita Inc. has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

13. Choice of Law and Venue

The laws of the United States, State of Florida apply to this Agreement (without regard to Florida's conflict of law principles that would cause the application of any other jurisdiction's laws) and will specifically not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. Any dispute between you and us must be brought before state or federal courts located in Broward County, Florida within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause shall be forever barred. You hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in Broward County, Florida for any cause of action relating to or arising under this Agreement or the Site.

14. Notice to Users Residing in the European Union

With respect to Users residing in the European Union ("EU"), the terms "Velovita," the "Company", "we" or "us" shall also include Velovita B.V., a Dutch limited liability company located at Amsterdamse Bos, De Cuserstraat 93, Amsterdam, 1081 CN. Additionally, your rights regarding the provisions in this Agreement shall be governed by EU law. In the event of any conflict between these Terms of Use and EU law, EU law shall govern.

15. Contact.

If you have any questions about this privacy policy or our treatment of your personal data, please write to us by email to support@velovita.com or by mail to:

Velovita Returns.

3750 Hacienda Blvd, Suite F
Davie, Florida 33314