

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 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.

Velovita’s collection, use, processing, and disclosure of personal information in connection with the Site and Offerings are described in the Velovita Privacy Policy.

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.

1. VELOVITA RETURN POLICY

Customer Returns and Cancellations

Velovita offers a thirty (30) day return policy on any products sold to retail customers through the Site. 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.

For international markets, costs associated with duties, taxes, shipping & handling, if any, will not be refunded or reimbursed. This exclusion applies only to the extent permitted by applicable law; taxes, duties, or shipping charges will be refunded where required.

Exceptions

Promotions: Except where otherwise required by applicable law, the standard 30-day refund policy does not apply to promotional sales items/products. Velovita will not accept returns or cancellations of promotional sales items/products.

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, only the refund request for the most recent order qualifies for a refund and all prior refund requests will be disqualified.
- 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.

Buyer's Right to Cancel.

Certain sales may be subject to cancellation rights under applicable federal or state law. For example, federal law and Florida law provide a buyer with a right to cancel certain qualifying home solicitation or other covered sales within three (3) business days. Velovita will honor any cancellation right and provide any notice required by applicable law.

Exchanges.

Except where otherwise required by applicable law, Velovita will not accept product exchanges.

Credit Card Chargebacks.

Customers 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.

2. SHIPPING AND DELIVERY POLICIES

Except as otherwise required by applicable law, risk of loss or damage passes to you when the goods are duly delivered to the carrier for shipment. Velovita will not be liable for loss, theft, tampering, or damage occurring during transport after that point, except to the extent caused by Velovita. Claims for loss or damage in transit should be made promptly to the carrier and reported to Velovita Support.

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.

If circumstances beyond the Company's reasonable control make delivery to the agreed location impossible, or if you fail or refuse to take delivery of the goods, the Company may, to the extent permitted by applicable law, arrange for the goods to be returned or stored. Reasonable return-shipping and storage costs resulting from your failure or refusal to take delivery may be charged to you to the extent permitted by applicable law.

3. VELOVITA DISCLAIMER

Any personal testimonials, experiences, or opinions relating to Velovita Inc., Velovita products, or Velovita.com are not medical advice and should not be relied upon as such.

Velovita products are not intended to diagnose, treat, cure, or prevent any disease.

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 disrupts Velovita's authorized direct-to-consumer sales channels. 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 Use, the practices of this site, or your dealings with this site, please contact us at support@velovita.com.

4. CHOICE OF LAW AND VENUE

Except to the extent governed by the Federal Arbitration Act or other applicable federal law, this Agreement and any dispute arising out of or relating to this Agreement, the Site, or the parties' relationship shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-law principles, to the fullest extent permitted by applicable law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Except for disputes required to be resolved through binding arbitration under another applicable agreement with Velovita, and subject to any non-waivable right under applicable law, any action or proceeding arising out of or relating to this Agreement or the Site shall be brought exclusively in the applicable state or federal courts located in Broward County, Florida. You consent to the personal jurisdiction and venue of those courts. Nothing in this Section waives or limits any right or protection that applicable law prohibits a party from waiving or limiting.

5. 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 De Cuserstraat 93, 1081 CN Amsterdam, The Netherlands. These Terms are governed by Florida law as provided in Section 4 to the fullest extent permitted by applicable law. To the extent mandatory EU or applicable Member State law applies to you and cannot lawfully be waived or restricted, such mandatory law will control only to the extent of any conflict with these Terms of Use.

6. CONTACT

If you have any questions about these Terms of Use, please contact us by email at support@velovita.com or by mail to:

Velovita Inc.
3750 Hacienda Blvd, Suite F
Davie, Florida 33314