

# Terms of Use

## Terms and Conditions

This website is operated by LIFEline-MagneMax (referred to as "LIFEline-MagneMax dba Soluciones Naturales Verdon, S.A."). As a user of this website (referred to as "you/your"), you acknowledge that any use of this site, including any transactions you make ("use/using"), is subject to our terms and conditions below which includes important sections, e.g., Order Information, Delivery Information, Returns Information, Security and Privacy. You will also find other useful information related to frequently-asked questions.

### 1 General

1.1 We reserve the right to change these terms and conditions at any time.

LIFEline-MagneMax strives to ensure that the information contained in this website is correct but does not accept liability for any error or omission. The development of LIFEline-MagneMax products is continuous and published information may not be up to date. Any such changes will take effect when posted on the website and you are therefore advised to check the content on each occasion you use this website, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

1.2 Your continued or future access to this website is confirmation that you understand and accept these terms.

### 2 License for website access

2.1 LIFEline-MagneMax grants you a limited license to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of LIFEline-MagneMax. This license does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

2.2 This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

2.3 You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not LIFEline-MagneMax, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for fraudulent purposes, or in connection with a criminal offense or other unlawful activity. Any unauthorized and/or unlawful use terminates the permission or license granted by LIFEline-MagneMax and will result in the cancellation of your distributorship.

### 3 Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

## 4 Privacy

Please review our Privacy Statement which also governs your visit to understand our practices.

## 5 Ordering

5.1 Orders submitted via this website are placed in accordance with LIFEline-MagneMax terms and conditions (which LIFEline-MagneMax has the right to alter at its discretion) current at the time the order is accepted by LIFEline-MagneMax. The “confirmation” stage sets out the final details of your order. Following this, we will give to you an on-screen order acknowledgement detailing the products you have ordered. Please note that this acknowledgement is not an order confirmation or order acceptance from LIFEline-MagneMax.

5.2 Acceptance of your order and the completion of the contract between you and us will take place on dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have canceled it (please refer to Order Information).

5.3 We do not file details of your order for you to subsequently access direct on this website, and therefore please print out these terms and conditions and the order acknowledgement for your own records. If you wish to obtain specific details of your previous orders, please contact the LIFEline-MagneMax Customer Service Department.

## 6 Delivery

6.1 Please note that if you have registered with a US or CN address we deliver within the US or CN only.

6.2 Delivery charges are specified in the Delivery Information section and also when you place an order. We make every effort to have the goods delivered within three to five working days of order confirmation; however, delays are occasionally inevitable due to unforeseen factors and all goods and products are subject to availability. LIFEline-MagneMax shall be under no liability for any delay or failure to deliver the products within estimated time scales.

6.3 Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery.

6.4 We take payment from your card at the time we receive your order, once we have checked your card details. Goods are subject to availability. A full refund will be given where you have already paid for goods that are no longer available.

6.5 The price you pay is the price displayed on this website at the time we receive your order. No other prices published by LIFEline-MagneMax are applicable to these items. The following exception applies: While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

6.6 Payment can be made by credit card only. Unfortunately, we cannot accept payment sent in the form of cash, bank transfer or check for online orders. We accept no responsibility for loss. The goods will normally be dispatched shortly after your card has been charged.

6.7 Should your credit card have insufficient credit, we reserve the right to invoice you for the costs incurred in making requests for payment.

6.8 Goods remain the property of LIFEline-MagneMax until payment has been received in full. All prices include taxes (where applicable) at the applicable current rates but exclude delivery charges, unless expressly stated otherwise.

## 7 Cancellations and Refunds

7.1 Under our return policy, you can cancel your purchase contract by contacting us within 3 business days without stating any reasons — or if you have received the goods before then, by returning the goods to us. The cancellation period starts from the date your order is placed. The timely posting of the cancellation notice is required.

To give us your cancellation notice, please contact Distributor Services at: COSTA RICA (506) 2665-0896.

Please provide your customer ID and the order number in the cancellation notice.

We can only accept the cancellation return of unopened items.

#### 7.2 Consequences of cancellation

In case of an effective cancellation all consideration and benefits received (e.g. interest) must be returned by each party. Please consider that you will have to bear the freight costs of the return shipment if the goods have already been delivered to you. We recommend for your own peace of mind that you take out freight insurance for your return.

Any returns of goods and payments will be made within 10 business days of receipt of returned goods. A refund will be given in the original form of payment.

7.3 For returns of damaged or faulty goods, and substitutions please see Returns Information in the Policies and Procedures.

## 8 Copyright and database rights

8.1 All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of LIFEline-MagneMax Inc., its affiliates or its content suppliers and is protected by United States and international copyright and database right laws. The compilation of all content on this website is the exclusive property of LIFEline-MagneMax and its affiliates and is protected by United States and international copyright and database right laws. All software used on this website is the property of LIFEline-MagneMax, our affiliates or our software suppliers and is protected by United States and international copyright laws.

8.2 You may not systematically extract and/or reuse parts of the contents of the website without LIFEline-MagneMax Inc.'s express written consent. In particular, you may not use any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for reuse of any substantial parts of this website, without LIFEline-MagneMax Inc.'s express written consent. You also may not create and/or publish your own database that features substantial (e.g., our prices and product listings) parts of this website without LIFEline-MagneMax Inc.'s express written consent.

## 9 Limitation of Liability

9.1 While LIFEline-MagneMax strives to ensure that all information contained in this website is correct; use of any information obtained here from is at your own risk. This website is provided on an "as is" basis without any warranties, express or implied, including but not limited to, any warranty of merchantability or fitness of this website for any particular purpose, to the fullest extent that such warranties may be excluded by law.

9.2 LIFEline-MagneMax shall not be liable to you for any loss, damage, liability, claim or expense (whether in contract or tort) arising out of or in connection with your use of, or any difficulties you may have in accessing, the website or its content to the fullest extent to which such liability may be excluded by law. In no event shall LIFEline-MagneMax be liable to you for any indirect, incidental, exemplary, punitive or consequential losses or damages arising out of or in relation to your use of the website or its content. Nothing in these terms and conditions excludes or limits LIFEline-MagneMax liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

9.3 Without prejudice to the generality of the foregoing, LIFEline-MagneMax attempts to provide a constructive interactive service but shall not be responsible for the acts, defaults, misconduct or negligence of any of our authorized users including any information or misinformation that may be transmitted by any of them on the website. We will take all reasonable precautions to keep the details of your order and payment secure, but

unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorized access to information provided by you.

9.4 LIFEline-MagneMax shall not be liable for any defect or failure in the performance of the website for reasons beyond LIFEline-MagneMax control, including but not limited to link failures, power difficulties, telephone outages, network overload, default or failure of a third party (including a public telecommunications operator), government actions, failure in the supply of a third party's access line or any event of force majeure.

9.5 No failure or omission by LIFEline-MagneMax to carry out any of the provisions of this agreement shall give rise to any claim against us or be deemed a breach of this agreement if such failure or omission arises from any cause reasonably beyond our control and if we are unable to fulfill our obligations in such circumstances our obligations shall be suspended.

9.6 Notwithstanding the above, subject to Section 9.1 LIFEline-MagneMax aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

9.7 This clause 9 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

## 10 Miscellaneous

10.1 We may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

10.2 We have selected our products on the basis that they will be used for domestic use only. If you are planning to use them for business purposes please make sure that you are covered by appropriate insurance.

10.3 You may not assign or subcontract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by LIFEline-MagneMax.

10.4 LIFEline-MagneMax reserves the right to transfer, assign, novate or subcontract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party. Other than under the terms of this clause 10.4, these terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party. However, no consent from the persons referred to in this clause 10.4 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favor of such third parties).

### 10.5 Waiver

Failure or delay by LIFEline-MagneMax to enforce any of the provisions of these terms and conditions, or failure to exercise any powers, rights or remedies shall not be construed as a waiver of such, and shall not affect the right of the company thereafter to enforce each and every provision. Any waiver must be in writing and signed by an authorized officer of LIFEline-MagneMax.

10.6 These terms and conditions shall constitute the whole agreement between you and LIFEline-MagneMax relating to the use of this website (including the order of products) and supersede all prior representations, understandings and agreements between you and us.

### 10.7 Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of Costa Rica. You agree, as we do, to submit to the exclusive jurisdiction of Costa Rica.