

# Website Terms of Use

## Agreement between user and Unicity

Welcome to [www.unicity.com](http://www.unicity.com) and related web pages (collectively “the Site”), which is operated by Unicity International, Inc. and its affiliate companies (collectively “Unicity”). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

## The Site is an e-commerce site

This site is intended to be used to browse content and make authorized purchases, and shall not be used for any other purpose.

## Privacy

Your use of the Site is subject to the terms of Unicity’s Privacy Policy, which can be found by clicking on the “Privacy” link at the bottom of the Site. The Privacy Policy contains information about Unicity’s data collection and use. Please review it.

## Electronic communications

Visiting the Site or sending emails to Unicity constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Unicity is not responsible for third party access to your account that results from theft or misappropriation of your account information. Unicity and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Unicity does not knowingly collect, either online or offline, personal information from persons under the age of 13. If you are under 18, you may use the Site only with permission of a parent or guardian.

### Product return policy

Unicity stands behind its products by offering purchasers who are not Unicity Distributors a 100% money-back satisfaction guarantee. **If, for any reason, within 90 days after your purchase you are dissatisfied with your Feel Great products, Unicity will, upon your written request, issue to you a full purchase-price refund.** To receive this refund, you must provide Unicity with a signed letter stating your reason for dissatisfaction and return all unused portions of the product, as well as the container. Thereafter you must provide a statement that you have received a full refund. This Guarantee applies to Customers only and is not extended to Unicity Distributors. Except as provided above, Unicity products are sold without warranty of any kind, including the implied warranties of merchantability and fitness for a particular purpose. In no event will Unicity be liable for any direct, indirect, consequential or incidental damages arising out of the use of or inability to use Unicity products, even where Unicity has been advised of the possibility of such damages. Some jurisdictions may restrict or not allow the limitation of liability for consequential damages, so the above limitation may be limited. If you do not receive a complete refund within thirty (30) days of your written request, please contact the Unicity Distributor Compliance Department by e-mail at [unicityindia@unicity.com](mailto:unicityindia@unicity.com).

Purchasers who are Unicity Distributors may return Unicity products purchased through the Site in accordance with Unicity's Policies & Procedures for Distributors, which are available on the Site.

### Links to third party sites/third party services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Unicity and Unicity is not responsible for the content of any Linked Site, including

without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Unicity is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Unicity of the Linked Site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site, you hereby acknowledge and consent that Unicity may share such information and data with any third party with whom Unicity has a contractual relationship to provide the requested product, service or functionality on behalf of the Site's users and customers, consistent with Unicity's Privacy Policy.

### No unlawful or prohibited use of the Site and Unicity's intellectual property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Unicity that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Unicity or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You agree to not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Unicity content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Unicity and the content owner (if other than Unicity). You agree that you do not own nor acquire by use of the Site any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Unicity or our licensors except as expressly authorized by these Terms.

### Third party accounts

You may be able to connect your Unicity account to third party accounts (such as those for social media websites). By connecting your Unicity account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

## International users

The Site is controlled, operated and administered by Unicity from our offices within the USA and offices in other locations around the world. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## Indemnification

You agree to indemnify, defend and hold harmless Unicity, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or any related services, any user postings made by you, your violation of any Terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Unicity reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Unicity in asserting any available defenses.

## Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. UNICITY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SITE AT ANY TIME.

UNICITY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS

CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. UNICITY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNICITY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF UNICITY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### Termination/access restriction

Unicity reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this Agreement is governed by the laws of the State of Utah in the United States of America, without regard to the conflicts of laws provisions therein, and you hereby consent to arbitration in Utah County, State of Utah. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Unicity as a result of this Agreement or use of the Site. Unicity's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Unicity's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Unicity with respect to such use. If any part of this Agreement is determined to be invalid or

unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and Unicity with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Unicity with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial, arbitration, or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this Agreement and all related documents be written in English.

## Changes to Terms

Unicity reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Unicity encourages you to periodically review the Terms to stay informed of our updates.

## Contact Us

Unicity welcomes your questions or comments regarding the Terms:

Email Address: [unicityindia@unicity.com](mailto:unicityindia@unicity.com)

Effective as of January 01, 2015