

## **TERMS AND CONDITIONS OF SATIMED E-STORE**

Last updated on 28<sup>th</sup> of January 2016

### **OVERVIEW**

This website is operated by SatiMed, UAB. Throughout the site, the terms “SatiMed e-Store”, “we”, “us” and “our” refer to SatiMed, UAB. SatiMed e-Store offers this website, including all information, tools, products and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing any of SatiMed e-Store products (“Products”) from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all orders submitted or to be submitted by you for any Product offered on the website, and to all users of the website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website or purchasing any of the Products from SatiMed e-Store. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website, use any Services or purchase any of the Products. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features, tools or Products, which are added to the current store shall also be subject to the Terms of Service.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website (including purchase of the Products) following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you. We have no liability or responsibility for any technical problems or other deficiencies of online e-commerce platform for which Shopify Inc. is responsible, and which are not subject to our control.

### **ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your country, state or province of residence, or that you are the age of majority in your country, state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### **GENERAL CONDITIONS**

We reserve the right to refuse, modify or discontinue the Service (or any part or content thereof) to anyone for any reason at any time without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. This right does not affect our obligation to perform the accepted orders.

You understand that your content (except credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

## **PRODUCTS**

Descriptions and specifications of the Products are set out in the information provided on our website, order confirmations or any other documentation provided by us. All descriptions and specifications of Products are subject to change at any time without notice, at the sole discretion of us.

Whilst every effort has been made to ensure that all descriptions and specifications of the Products correspond to the actual Products available, we are not responsible for any variations from these descriptions. We do not warrant that the quality of any Products, Services, information, or other material purchased or obtained by you will meet your expectations.

## **ORDERS**

Any order submitted is subject to acceptance by us. Only upon acceptance by us, which is expressed by an order confirmation, the agreement on purchase of Products is concluded.

All orders are subject to stock availability. We reserve the right to reject any orders in full or in part or to apply a maximum order amount to anyone for any reason at any time. We reserve the right to discontinue any Product at any time. We reserve the right, but are not obligated, to limit the sales of our Products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

In case of cancelation of the confirmed order we will refund any monies paid by you.

## **PRICES AND PAYMENT**

Prices for our Products indicated on the website are subject to change without notice and do not constitute offers to sell the Products on such particular prices.

Prices indicated on the website are exclusive of any applicable value added tax or any other tax, excise or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Products to the buyer. You are responsible for any such sales taxes, other taxes and government levies associated with the order.

Shipping charges will apply in addition to the Product price indicated on the website.

All orders must be paid during submission of the order by the bank transfer or other payment method available on the website. In order to submit the order and perform the payment you must supply certain details (your preferred payment method, billing and shipping address and/or any other details necessary to complete the order). Any special instructions indicated by you while submitting the order are deemed to be an offer, and such offer shall be deemed accepted and forming the terms of the purchase agreement, only after explicit written acceptance provided by us.

## **ACCURACY OF BILLING AND ACCOUNT INFORMATION**

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Returns Policy.

## **DELIVERY TERMS**

We will endeavour to deliver the Product within 30 calendar days of order acceptance or within other term indicated in the order confirmation. However, the delivery date is approximate only and time for delivery shall not be of the essence. If we deliver the Products at any time after the approximate delivery date, we have no liability in respect of such late delivery. If multiple Products are ordered, we reserve the right to deliver each Product separately.

Products will be delivered to your delivery address, indicated in the order. The risk of loss or damage to the Products will pass to you at the moment the Products are delivered to you.

If you refuse or neglect to take delivery of the Products, we reserve the right to charge you for the reasonable cost of storing the Products until delivery can be made. If delivery to you should fail for any reason outside of our control, we reserve the right to cancel the agreement and refund any monies paid.

## **RIGHT OF WITHDRAWAL**

We allow you to withdraw from a purchase agreement for Products made on the basis of a particular Order for any reason provided that the Products have not been used at any time during the 14 calendar days following the date of delivery of the Products, and we will refund the purchase price actually paid. If you want to receive a refund, you need to email us within the said term at [shop@satimed.eu](mailto:shop@satimed.eu) and return the Product in its original packaging at your own cost to the following address:

Šeimyniškių g. 1A, LT-09312, Vilnius, Lithuania

Delivery expenses will be refunded only in the case of standard shipping.

Other conditions of returns or exchanges of Products are governed by our Return Policy.

## **DISCLAIMERS**

Our Products consist of dietary supplements, cosmetics and functional food. The Products are not intended to diagnose, treat, cure or prevent any disease. Any information provided on the Products does not constitute any advice, encouragement, consultation related to your health. Always see a doctor to address any health issues and do not self-diagnose or self-treat any diseases or health issues.

We make no warranty or representation that Products will be of particular nutrition or health-related value or relating to the function, content and effects of a cosmetic product. We make no guarantee of any specific results or effects from the use of our Products. You must recognise that effectiveness of our Products is related and influenced to various circumstances, including variability of each person's lifestyle habits, overall diet or certain external factors.

You must always follow the instructions for use provided in the descriptions, instructions for use, and specifications of the Products.

Statements provided in descriptions and specifications of the Products have not been evaluated by the Food and Drug Administration or European Food Safety Authority.

## **ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this website is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time without any liability on the part of us. We have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

We have made every effort to display as accurately as possible the colors and images of our Products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

## **OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **THIRD PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review

carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

## **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. To the maximum extent permitted by applicable law, the Service and all Products delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use,

without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

To the maximum extent permitted by applicable law, in no case shall SatiMed e-Store, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Notwithstanding any damages that you or any third party might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of us arising from or related to the use of the Products shall be limited to the amount actually paid by you for the Products concerned.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless SatiMed e-Store and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **TERMINATION**

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and

proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

### **GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms of Service and any separate agreements whereby we provide you Services or sell Products shall be governed by and construed in accordance with the laws of Lithuania.

In case you have any enquiries or claims, or if you are unsatisfied with our Services or Products, you shall first contact us in writing before contacting any public authority or any other entity. Your claim must be made within three months after you became aware of any breach of your rights.

If we fail to resolve the issue amicably you are entitled to bring action to any competent institution for resolving the out of court disputes and also to courts of the Republic of Lithuania.

### **CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service (including purchase of the Products) following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [Info@satimed.eu](mailto:Info@satimed.eu).