

# Website Terms of Use

## Agreement between user and Unicity

Welcome to unicity.com and related web pages (collectively "the Site"), which is operated jointly by Unicity International, Inc., based in the USA, and its European affiliate company Unicity Europe BV (collectively "Unicity"). This joint controllership ensures compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). By using the Site, you acknowledge and agree to be bound by these Terms. We encourage you to carefully read and retain a copy of these terms 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. We are committed to protecting your privacy and complying with applicable data protection laws, including the General Data Protection Regulation (GDPR).

Our Privacy Policy outlines how we collect, process, and protect your personal data. It provides information about the types of data we collect, the purposes for which we use it, the legal grounds for processing, and your rights regarding your personal data. We may collect personal data from you when you use the Site, and we will process it based on the legal grounds of either fulfilling a contract, our legitimate interests, or your consent, as applicable.

By using the Site, you acknowledge and agree to the processing of your personal data as described in our Privacy Policy. We encourage you to read the Privacy Policy carefully to understand how we handle your personal data and how you can exercise your rights.

If you have any questions or concerns about our privacy practices or the handling of your personal data, please contact us using the contact information provided in our Privacy Policy.

## **Electronic communications**

Visiting the Site or sending emails to Unicity constitutes electronic communications. In accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR), we will process your personal data for electronic communications based on the legal grounds of either fulfilling a contract or our legitimate interest in providing you with relevant information. We may send you electronic communications, including marketing communications, related to our products, services, and promotions. However, we respect your rights and preferences, and you have the right to withdraw your consent or opt out from receiving marketing communications at any time by following the instructions provided in the communications or by contacting us directly. Please note that even if you opt out from marketing communications, we may still send you non-promotional communications related to your transactions or interactions with us.

By using our Site, you acknowledge and agree to the processing of your personal data for electronic communications in accordance with applicable data protection laws, including the GDPR. For more information about how we collect, use, and protect your personal data, please refer to our Privacy Policy.

## **Your account**

If you choose to use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. You are not permitted to assign or transfer your account to any other person or entity. While Unicity takes reasonable measures to protect the security of your account, you acknowledge that Unicity cannot be held responsible for any unauthorized access to your account resulting from theft or misappropriation of your account information.

Unicity and its associates will handle your personal data and account information in accordance with applicable data protection laws. However, Unicity and its associates will not exercise arbitrary decisions or unilateral control over your account. Any refusal or cancellation of service, termination of accounts, or removal or editing of content will be done in compliance with applicable laws and with proper justification based on legitimate grounds. Unicity and its associates will provide you with transparent information and an opportunity to address any concerns or disputes related to such actions.

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 sixty days after your purchase (or within ninety days after a purchase of Unicity Balance), you are dissatisfied with

your Unicity product, 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 [dc@unicity.com](mailto:dc@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 provide links to other websites ("Linked Sites") or offer certain services delivered by third-party sites and organizations. Please note that the Linked Sites are not under the control of Unicity, and we are not responsible for the content, links, or updates of any Linked Site. The inclusion of any link is solely for convenience, and it does not imply endorsement or association by Unicity with the Linked Site or its operators.

When you use any product, service, or functionality originating from the Site, you acknowledge and consent that Unicity may share relevant information and data with third parties who have a contractual relationship with Unicity. This sharing is done to provide the requested product, service, or functionality on behalf of the Site's users and customers, in accordance with Unicity's Privacy Policy. We take measures to ensure that our third-party partners maintain appropriate data protection and security measures.

It is important to note that once you leave the Site and access a Linked Site or third-party service, the terms, conditions, and privacy practices of that site or service will apply. We encourage you to review their policies and practices to understand how your information will be handled. Unicity is not responsible for any actions, content, or privacy practices of these third-party sites and services.

### **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 have the option to connect your Unicity account to third-party accounts, such as social media websites. If you choose to link your Unicity account to a third-party account, please note that the processing of your personal data will be subject to both our Privacy Policy and the privacy policies of the respective third-party platforms.

By connecting your Unicity account to a third-party account, you acknowledge and consent that certain information about you may be continuously shared with others in accordance with your privacy settings on those third-party sites. It is important to review and adjust your privacy settings on these platforms to control the sharing of your personal data.

Please be aware that the handling of your personal data by third-party platforms is beyond our control. We recommend familiarizing yourself with their privacy policies and terms of use to understand how they handle and protect your personal data.

If you have any questions or concerns about the connection of your Unicity account to third-party accounts or the processing of your personal data in this context, please contact us using the contact information provided in our Privacy Policy.

### **International users**

The Site is operated jointly by Unicity International, Inc. based in the USA and its affiliated entities located in various jurisdictions, including within the European Union. The content

and functionality of the Site are designed to be in compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws.

If you access the Site from a location outside the USA or the European Union, you are responsible for complying with all local laws, including data protection laws specific to your jurisdiction. By accessing and using the Site, you agree that you will not use the content accessed through the Site in any country or in any manner that violates any applicable laws, restrictions, or regulations, including those related to data protection and privacy.

This statement recognizes the joint controllership between the US and European entities, specifies compliance with GDPR, emphasizes the responsibility of users to comply with local laws, and highlights the importance of using the Site in accordance with applicable data protection laws, including those specific to the user's jurisdiction.

## **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, providing prior notice and in accordance with applicable laws. 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. However, such choice of law shall not deprive you of the rights granted to you by mandatory provisions of the law of your country of residence.

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. This Agreement shall be governed by the principles and requirements of GDPR, and any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of your country of residence.

## **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: [dc@unicity.com](mailto:dc@unicity.com)

Effective as of 01.05.2023