

## Terms and Conditions and Privacy Policy

Effective from 4th of April, 2020

THESE TERMS AND CONDITIONS AND PRIVACY POLICY (“TERMS”) CONTAINED WITHIN THE WEBSITE APPLY TO YOUR USE OF THIS WEBSITE AND ANY PURCHASE YOU MAKE. YOU WILL NEED TO CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND OUR DISCLAIMER IN ORDER TO PROCEED WITH YOUR ORDER AND TO MAKE A PURCHASE.

YOU ARE ABLE TO SAVE A COPY OF THESE TERMS TO YOUR DEVICE – NEO ELEMENTUM RECOMMENDS THAT YOU DO THIS AND KEEP THE COPY AS A DURABLE MEDIUM.

YOU ALSO NEED TO CONFIRM THAT YOU CONSENT TO NEO ELEMENTUM PROCESSING OF YOUR PERSONAL DATA IN ORDER TO PROCEED WITH A PURCHASE. PLEASE READ THE TERMS WHICH DEAL WITH NEO ELEMENTUM’ USE OF YOUR PERSONAL DATA CAREFULLY.

IF YOU DO NOT AGREE TO THE TERMS BELOW AND/OR OUR PROCESSING OF YOUR PERSONAL DATA IN ACCORDANCE WITH THESE TERMS PLEASE DO NOT PLACE ANY ORDERS WITH NEO ELEMENTUM.

### 1. Definitions

- 1.1. In these Terms, the following words have the following meanings unless the context otherwise requires:
  - 1.1.1. “**Contract**” means any contract between Neo Elementum and You incorporating these Terms for the supply of Products;
  - 1.1.2. “**Neo Elementum**”, “**Processor**”, “**We**” means “**Neo Elementum**”, incorporated under the laws of Estonia and registered in Järvevana tee 9, 11314 Tallinn, Estonia
  - 1.1.3. “**Products**” means any and all products ordered from by You from Us;
  - 1.1.4. “**Website**” means Our official website located at <https://neoelementum.com/>
  - 1.1.5. “**You, Your, Yourself**” means the person, the buyer, who is placing the order via Website and/or whose order for Products is accepted by Us;
  - 1.1.6. “**Party**” means You or Us;
  - 1.1.7. “**Order**” means Your request placed through the Website, after which We reserve the right to sell and deliver the Products to You or to an address named by You.

### 2. Terms and Conditions

- 2.1. These Terms govern the supply of Products to You and conditions for processing Your data. These Terms and any document or disclaimer referred to represent the entire agreement between You and Neo Elementum in relation to the supply of any Products via Our Website.
- 2.2. Please ensure that Your use of the Website and the purchase of the Products is legal in the country in which You are resident and/or in which You are viewing this Website. We reserve the right not to ship any Product that We see fit for reasons such as delinquent accounts, import licenses, legislative obligations, etc. If this situation occurs, you will be notified by email and Your credit card will be refunded (please see the clause no. 6.9.).
- 2.3. Eastern European Time (UTC +2, Latvian time) shall apply to the Contract and to actions of the Parties, except time of delivery of the Products.

- 2.4. The Company is the distributor of the Products.
- 2.5. By placing an order through the Website You warrant and confirm that You are at least 18 years old and capable of entering into binding contracts.
- 2.6. You further warrant that you understand and agree to be bound by these Terms.

### **3. Orders and Contracts**

- 3.1. You may place Orders for Products via the Website, by phone or via the WhatsApp messenger system (if installed on Your mobile device or computer).
- 3.2. At Our discretion We may decide that the phone communication is necessary while You are placing the Order. If the phone communication is unsuccessful and/or is not completed (Our operator did not reach you at the number You provided, You cut the conversation, etc.) You cannot place the Order.
- 3.3. We have the right to refuse any Orders placed for Products. Your Order for Products constitutes an offer to Us to sell those Products and shall only form a binding Contract when We confirm the Order to You during the call by e-mail. Communication via WhatsApp cannot be used to confirm Orders and is utilized for auxiliary purposes of communication and provision on information.
- 3.4. You shall be responsible for the accuracy of Your Order and for giving Us any and all information necessary for Us to perform the Contract. When You provide Neo Elementum with Your details, You are responsible for ensuring that all information You give Us is correct.
- 3.5. Products are subject to availability. If Neo Elementum is unable to supply the Products due to them being out of stock, We will inform You as soon as possible. You will be given the option of (i) waiting until the Products are in stock; or (ii) cancelling Your affected Order and obtaining a full refund (if We have already received payment from You).

### **4. Products**

- 4.1. **The Products are food supplements and are not medicinal products.** The Products are not intended to treat, diagnose, cure, or alleviate the effects of diseases. The Products should not be used as a substitute for a varied diet and should be stored out of the reach of children. You shall not exceed the stated recommended daily dose.
- 4.2. The Products are sealed during manufacturing for health protection.
- 4.3. You must follow the instructions attached to the Products. Effect of the Products may vary from Your estimations. Effect of the Products depends on Your actions while You use them: nutrition, sleeping, athletics, etc.
- 4.4. We suggest You consult a health care professional before using any Products.
- 4.5. Please note that any photographs of the Products produced by Us are intended as a guide only to give a general outlook of the Products and the actual Products may differ from the photographs.

### **5. Cancellation**

- 5.1. Where applicable, You may cancel Your Order in accordance with Your consumer rights. The mechanism for cancelling Your Contract in this way is set out below.

- 5.2. You have the right to withdraw from this Contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which You acquire, or a third party other than the carrier and indicated by You acquires, physical possession of the Products.
- 5.3. **However, if the Products are unsealed after delivery, You lose the right of withdrawal.**
- 5.4. To exercise the right of withdrawal, You must inform Us of Your decision to withdraw from this Contract by an unequivocal statement. To meet the withdrawal deadline, You are to send your communication concerning Your withdrawal before the withdrawal period has expired.
- 5.5. You may cancel the Contract providing that You return any Products already delivered to You not later than 14 days from the day on which You have informed the Company of Your decision to withdraw from this Contract.
- 5.6. You shall send back the Products by post. You must take reasonable care of the Products while they are in Your possession and You must not use or open or any other way harm them. Please return the Products to Neo Elementum in their original packaging and unopened.
- 5.7. You may provide Neo Elementum with the evidence of having sent back the Products – postal waybill about dispatching the Products to Neo Elementum and photos of seals of the Products. It is deemed You have provided evidence of having sent the Products back when We receive the copy of abovementioned waybill with photos of unsealed Products via postal or courier service. **Please note** that if You send photos via WhatsApp messenger system You bear all responsibility for the photographic content of files sent as elaborated in Section 11 of these Terms. Sending pictures via WhatsApp serves an auxiliary information purpose and does not in any way substitute provision of evidence as described in this Section above.
- 5.8. You shall bear the direct cost of returning the Products.
- 5.9. Reimbursement. If You withdraw from this Contract:
  - 5.9.1. We shall reimburse You on all payments received from You under the Order, including the costs of delivery (with the exception of the supplementary costs resulting from Your choice of a type of delivery other than the least expensive type of standard delivery offered by Neo Elementum). Please note that You are obligated to bear the direct costs relating to the return of the Products and We do not have any obligation to compensate You for any costs (including postage and packaging costs etc.) regarding the return of the Products.
  - 5.9.2. We shall transfer reimbursement sums to You immediately after We receive the Products or the evidence that You have sent the Products back. Please note that Your bank may obligate You to perform special procedures or formalities to receive the money transfer. These requests are beyond Our control and We are not responsible for them.
  - 5.9.3. We shall carry out reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of such reimbursement.

## 6. Delivery

- 6.1. Dates for delivery under Your Order are estimates and shall be subject to clarification by courier service. You shall indicate address of delivery where You may receive the Products in Your physical possession or control in the course of the day.
- 6.2. As a rule, We will dispatch the Products to You within a day after We accept Your Order (subject to the Products being in stock).
- 6.3. Should the Products be delivered in installments, each delivery shall constitute a separate and distinct contract and Our failure to deliver, or any claim by You in respect of, any installment shall not entitle You to repudiate and/or terminate the Order as a whole.
- 6.4. You may call Us and arrange for the delivery within an additional period if We failed to fulfill the obligation to deliver the Products at the agreed upon time.
- 6.5. We shall not be required to fulfill orders for Products in the sequence in which they are placed.
- 6.6. In most cases, Orders will be delivered to You by recorded delivery, requiring a signature to confirm receipt. You shall be ensuring that there is someone at the delivery address to sign for the Products when delivered. If nobody is at the delivery address at the delivery moment agreed by the Parties, You shall be charged for delivery costs.
- 6.7. We are not responsible for the Products and their safe delivery after they have left Our possession. If You have any issues regarding late delivery and/or damage to the Products during transit, You must indicate it in the bill of parcels.
- 6.8. If You have any issues regarding non-delivery You must inform Neo Elementum by e-mail, WhatsApp or phone set out in the section headed “Our details”.
- 6.9. **You shall check the seal on the Product at the moment of delivery.** If the Product is unsealed, You must indicate it in the bill of parcels. If You did not indicate unsealed Products in the bill of parcels it is deemed that You received sealed Products.

## 7. Prices

- 7.1. The price for Products shall be determined on the Website or during the call at the date when You place the order.
- 7.2. Price for the Products does not include delivery charges which You will be charged for in addition. Delivery charges may vary and depend on country of delivery and on the volume of the acquired Products. We will notify You of the charges to be applied at the time You place Your Order.
- 7.3. All prices are inclusive of VAT or other similar sales tax.
- 7.4. **If You do not agree to the price and/or You do not understand delivery charges, please do not proceed further with Your Order.**
- 7.5. If Neo Elementum discovers an error in the price of Products You have ordered Neo Elementum will inform You as soon as possible and give You the option of either re-confirming Your Order at the correct price or cancelling it. If Neo Elementum is unable to contact You, Your Order will be cancelled. If You cancel an order due to an error in price and Neo Elementum has already received payment for the affected Products, You will receive a refund.

## **8. Payments**

- 8.1. If You pay in cash the Products shall be paid for at the time of delivery by paying the courier. The cash payment may not exceed 10 000 EUR.
- 8.2. If You pay by card or electronic payment services, the Products shall be paid for via Website at the time of placing the Order.
- 8.3. If you are ordering online via the Website, We use a third party to collect Your payment by debit or credit card. When You proceed to checkout and place Your Order, We gather Your personal details and card details and pass them to Our chosen credit card merchant. The credit card merchant will check and store Your data in order to process Your payment details. We oblige Our credit card merchant to protect the security and safety of Your data. In respect of each credit or debit card transaction We strongly advise that you print out and retain a copy of the card transaction in an accessible place for future reference.
- 8.4. If You pay by card or electronic payment services, We will not accept Your Order until We receive confirmation from the merchant that Your payment has been authorized and/or We have received payment in full in cleared funds.
- 8.5. If You pay by cash, the courier shall not hand You the Products until You have paid the the entire sum for the Products You ordered.

## **9. Property and risk**

- 9.1. Risk regarding the Products shall pass to You at the moment You or Your designated third party acquire physical possession of the Products.
- 9.2. Delivery shall be deemed to occur at the time when the courier hands the Products to the recipient.

## **10. Faulty Goods**

- 10.1. If You discover that a Product is faulty, You must notify Us by e-mail, WhatsApp or phone set out in the section headed «Our details» within 14 days from the date of delivery.
- 10.2. We shall ask You to return the faulty Products to Neo Elementum for inspection before Neo Elementum sends You a replacement. If the Products are faulty, We will replace the faulty Product at no additional cost to You and refund any reasonable costs You may have incurred in returning the faulty Product to Us.

## **11. Data Protection**

- 11.1. When You use Website, You will be asked to provide certain personal information such as Your contact details (full name, phone number, e-mail, ID-code, date of birth etc.), credit/debit cards details or other payment details, delivery address, invoicing address. We will store Your data on computers or otherwise. Data will be held in the EU or the country offering an adequate level of data protection. The purposes for which Your personal data will be processed are set out below. Please expressly indicate Your consent to the processing of Your personal data for these purposes.
- 11.2. Neo Elementum will process Your personal data in an ethical manner. It will be used for the following purposes:
  - to process Your Order;

- to provide You with the copy of the Contract and/or confirmation of the Contract;
  - to issue You invoices regarding Your Orders;
  - to deliver Your Orders to You;
  - to reimburse Your payments, if necessary;
  - to identify You when You call Us;
  - to anonymize Your personal data and process them for assessment and analysis (e.g. market, customer, product analysis) to enable Us to review, develop and improve the services which Neo Elementum offers and which enables Neo Elementum to provide You with relevant information through Our marketing information; and/or
  - to notify You by post, SMS, e-mails of any Products that Neo Elementum thinks may be of interest to You unless You inform Neo Elementum that You do not wish to receive such information.
- 11.3. We may also disclose Your information to Our partners who have obligations towards Us or You under the Contract (couriers, payment systems etc.) or to the police or any other regulatory or government authority where Neo Elementum is legally required to do so.
- 11.4. If You do not wish Neo Elementum to notify You of any additional products or services that Neo Elementum thinks may be of interest to You, please inform Neo Elementum by e-mail or phone set out in the section headed “Our details”.
- 11.5. Neo Elementum tries to ensure that all customer data is up to date and correct. Therefore, if any of Your personal details change, please let Neo Elementum know by contacting customer support. When ordering online, Neo Elementum will provide a possibility for You to correct any input errors.
- 11.6. If you send any photos via electronic messages, including via WhatsApp messenger system, it is your sole responsibility to avoid photographing any third persons and forwarding their photographic personal data to Us. If photos containing photographic personal data of third persons is received, We reserve the right to demand from You a written consent of the person(s) photographed to use their photographic personal data and transmit it to us for the purposes consistent with these Terms and Conditions. Failing receiving such consent within 1 (one) calendar day, We consider the photographs not received, terminate them from Our open WhatsApp dialogue window and memory of any relevant device on Our side, and do not process the photo regarding the Order.

## **12. Cookies and Analytics**

- 12.1. The Website might use cookies and other behavior tracking technologies. They might be used to help us understand Your preferences based on previous or current site activity, which enables us to provide You with improved services and supply additional security measures. We compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on Our behalf.
- 12.2. Cookies are small files that a site or its service provider transfers to Your computer's hard drive through Your Web browser (if you allow) that enables the site's or service provider's systems to recognize Your browser and capture and remember certain information.

- 12.3. You can choose to have Your computer warn You each time a cookie is being sent, or You can choose to turn off all cookies. You do this through Your browser settings. Since every browser is a little different, look at Your browser's Help Menu to learn the correct way to modify Your cookie settings.
- 12.4. We do not include or offer third-party products or services on our Websites, other than listing systems compatible with the Neo Elementum's products.
- 12.5. The Website uses Google Analytics. Neo Elementum, along with third-party vendors such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to optimize the website experience.
- 12.6. You can set preferences for how Google advertises to You, using the Google Ad Settings page. Alternatively, You can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

### **13. Liability**

- 13.1. We have no liability to You for any incidents, damages and losses which, at the time You entered a contract was not a reasonably foreseeable, for example, if You and/or Neo Elementum could not have contemplated such losses before or at the time when We entered into a contract.
- 13.2. Neo Elementum shall have no Liability to You for any result of the use of the Product if You used it without following the instructions attached to the Product and/or contained on the Website.
- 13.3. Nothing in these Terms shall limit or exclude Your statutory rights which may not be excluded or limited by law due to You acting as a consumer and/or due to any applicable law. Any provision which would be void under any consumer protection legislation or other applicable legislation shall, to that extent, have no force or effect.
- 13.4. Neo Elementum does not guarantee that the Website will be compatible with Your device and Neo Elementum accepts no Liability for any corruption and/or loss of data held on Your device, or any Liability for any other loss or damage of any kind caused to Your device resulting from use of the Website.
- 13.5. A legal guarantee of conformity for the Products is applicable with special aspects for the foodstuffs.

### **14. General**

- 14.1. Unless otherwise is applicable, the Contract is governed by Estonian law.
- 14.2. If any provision of these Terms is found to be invalid or unenforceable in whole or in part by any competent authority the validity of the other provisions of these terms and conditions and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 14.3. We shall have no liability to You for any delay in performance to the extent that such delay is due to any event outside Our reasonable control including, denial of service attacks, internet disruption, war, flood, fire, strikes, lock outs, riots, civil commotion, malicious damage, explosions, governmental actions and any other similar events. If We are affected by any such event, then the time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

- 14.4. All third-party rights are excluded and no third party shall have any right to enforce the Contract. Any rights of a third party to enforce these Terms may be varied and/or extinguished by agreement between the parties.
- 14.5. You also consent to the processing of Your personal data for the purposes set out in these terms and conditions.
- 14.6. Neo Elementum has the right to modify, vary or amend these Terms from time to time. Amendments shall be effective from the date determined in them. Amendments are binding for You, unless You have rejected them in writing prior to the day the amendments become effective.
- 14.7. Neo Elementum shall publish the amendments of the Terms on Website at least 10 days before the amendments become effective.

## **15. Our Details**

- 15.1. You can use these details for communicating with us, including for withdrawal cases.
- 15.2. For Your electronical letters please use Your e-mail address which You used during order placement, if You have placed any orders.

Name: Neo Elementum OÜ  
Phone: +372 646 4444  
E-mail: E-mail: [info@neoelementum.com](mailto:info@neoelementum.com)  
Address: Järvevana tee 9, Tallinn 11314, Estonia

### **Address of Products return (please choose the nearest):**

Via Lario 30, 20159, Milano, Italy  
C/Cobalt 73, 08907, Hospitalet de Llobregat, Barcelona, Spain  
Bismarckstr. 85, 10627 Berlin, Germany Schädle Business Services e.U. Langgasse 14/13,  
A - 8700 Leoben, Austria  
Bismarckstr. 85, 10627 Berlin, Germany  
Schädle Business Services e.U. Langgasse 14/13, A - 8700 Leoben, Austria



## Cancellation and Reimbursement Policy

Valid as of 4<sup>th</sup> of April, 2020

As per the standing **Terms and Conditions and Privacy Policy** published on Our website at <https://neoelementum.com/> (also referred to as “the Website”) You are able to exercise an order cancellation and receive a refund on non-food Products based on the following terms:

- 15.1. Where applicable, You may cancel Your Order in accordance with Your consumer rights. The mechanism for cancelling our Contract in this way is set out below.
- 15.2. You have the right to withdraw from our Contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which You acquire, or a third party other than the carrier and indicated by You acquires, physical possession of the Products.
- 15.3. **However, if the Products are unsealed after delivery, You lose the right of withdrawal.**
- 15.4. To exercise the right of withdrawal, You must inform Us of Your decision to withdraw from the Contract by an unequivocal statement. To meet the withdrawal deadline, You are to send your communication concerning Your withdrawal before the withdrawal period has expired.
- 15.5. You may cancel the Contract providing that You return any Products already delivered to You not later than 14 days from the day on which You have informed the Company of Your decision to withdraw from this Contract.
- 15.6. You shall send back the Products by post. You must take reasonable care of the Products while they are in Your possession and You must not use or open or any other way harm them. Please return the Products to Neo Elementum in their original packaging and unopened.
- 15.7. You may provide Neo Elementum with the evidence of having sent back the Products – postal waybill about dispatching the Products to Neo Elementum and photos of seals of the Products. It is deemed You have provided evidence of having sent the Products back when We receive the copy of abovementioned waybill with photos of unsealed Products via postal or courier service. **Please note** that if You send photos via WhatsApp messenger system You bear all responsibility for the photographic content of files sent as elaborated in Section 11 of these Terms. Sending pictures via WhatsApp serves an auxiliary information purpose and does not in any way substitute provision of evidence as described in this Section above.
- 15.8. You shall bear the direct cost of returning the Products.
- 15.9. Reimbursement. If You withdraw from our Contract:
  - 15.9.1. We shall reimburse You on all payments received from You under the Order, including the costs of delivery (with the exception of the supplementary costs resulting from Your choice of a type of delivery other than the least expensive type of standard delivery offered by Neo Elementum). Please note that You are obligated to bear the direct costs relating to the return of the Products and We do not have any obligation to compensate You for any costs (including postage and packaging costs etc.) regarding the return of the Products.
  - 15.9.2. We shall transfer reimbursement sums to You immediately after We receive the Products or the evidence that You have sent the Products back. Please note that Your bank may obligate You to perform special procedures or formalities to receive the money transfer. These requests are beyond Our control and We are not responsible

for them.

15.9.3. We shall carry out reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of such reimbursement.

**Address of Products return** (please choose the nearest):

- Via Lario 30, 20159, Milano, Italy
- C/Cobalt 73, 08907, Hospitalet de Llobregat, Barcelona, Spain
- Bismarckstr. 85, 10627 Berlin, Germany Schädle Business Services e.U. Langgasse 14/13, A - 8700 Leoben, Austria
- Bismarckstr. 85, 10627 Berlin, Germany
- Schädle Business Services e.U. Langgasse 14/13, A - 8700 Leoben, Austria

THIS DOCUMENT forms an integral part of Our Terms and Conditions and Privacy Policy and is made for convenience of familiarization purposes.

**Please note** that Terms and Conditions and Privacy Policy published at the Website **take precedence in terms of legal effect as opposed to this document**, and if Terms and Conditions and Privacy Policy were amended in whole or in part, and this document was not, for whatever reason, the priority of construing the agreement entered between the Parties is given to the Terms and Conditions and Privacy Policy in their actualized form.