

# Customer Terms and Conditions

Effective date: March 15, 2019

This application software, website and any logos, designs, artwork, labels, symbols or any other product details not limited to those mentioned above are the sole property of VidaMonti (Famelent Inc.) (“VIDAMONTI”, “VidaMonti”, “VIDAMONTI SERVICES” or “VidaMonti Services”), a company incorporated in the USA having its registered office at 1131 Broadmoor Ave. La Puente, CA 91744 CA or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any VidaMonti Service is the exclusive property of VidaMonti and protected by U.S. and international copyright laws.

## 1) Introduction

VidaMonti is a new generation global marketplace powered by AI that connects people with fashion & lifestyle brands and products all around the world with a click by providing border-free and personalized online shopping experience through one-time purchase, bundles and subscription offers.

## 2) Purpose

Our mission is to make online shopping borderless for anyone on earth by giving them the power to access any brand and product in anytime from anywhere in the world with a single click while we care about sustainability, ethicality and environment.

## 3) Definitions and Interpretation:

Capitalized terms or phrases as used in the Customer Terms and Conditions (“**Terms and Conditions**”), if not defined in this section, shall have the meaning assigned to them in the sentence immediately preceding the bold alphabets enclosed within quotes (“”), such as in the para above.

Additionally, in these Terms and Conditions, the following definitions apply:

### Definitions:

“**Account**” refers to the user account that will be needed to create/register on VidaMonti’s Website/Mobile Application to purchase products through the VidaMonti platform.

“**Business Day**” refers to working days in California, USA and shall relate to days on which banks in California, USA are operational and/or open for business.

“**Conditions**” refer to the terms of reference or use of VidaMonti Products in accordance with these Terms and Conditions.

“**Contract**” refers to the act of placing an order for a product(s) by you on VidaMonti’s platform in line with its Terms and Conditions followed by VidaMonti’s acceptance of the order in accordance with the process outlined in Clause 13 below.

“**Customer**” refers to you, i.e. any person placing any order(s), which are accepted, on the VidaMonti Mobile Application (“**App**”) and VidaMonti Website (“**Website**”).

“**Order**” refers to the Order that is submitted by you on the App or Website to purchase a product on our App or Website.

“**Order Confirmation**” refers to the correspondence provided by VidaMonti to you, in which your Order is acknowledged, and confirmation given that such Order has been placed in accordance with Clause 14 mentioned below.

**Interpretations:**

The following rules will apply to these Terms and Conditions unless the context requires otherwise or unless it is expressly stated otherwise:

- i. Any references to “**clauses**” in this document refer to clauses stated within these Terms and Conditions;
- ii. The singular includes the plural and conversely;
- iii. A gender includes all genders;
- iv. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- v. Mentioning anything after *include, includes* or *including* does not limit what else might be included;

#### **4) Circumstances Beyond Our Control (Force Majeure)**

VidaMonti shall not be liable for any delay or failure to perform its obligations under a Contract which is caused by events beyond its reasonable control. Such events shall include strikes, lock outs and industrial actions, floods, earthquakes, firestorms, riots, terrorist attacks or threats of terrorist attacks, war or threats of war, nonfunctioning public transport or wireless or telecommunications or any change in acts decrees or legislation governing the implementation of the Contract. If such force majeure lasts for more than one week, either you or VidaMonti may terminate the contract forthwith by written notice. You will be entitled to a refund only, in the event of non-fulfilment of contract under this clause.

#### **5) Governing Law**

These Terms and Conditions and the Contract between you and VidaMonti and all obligations arising directly or indirectly from them shall be construed in all respects in accordance with the laws of the State of California, USA. All disputes between you and VidaMonti arising from them shall be subject to the exclusive jurisdiction of the court in the federal or state courts of the State of California, USA.

#### **6) Severability**

If any provision of the Terms and Conditions is found, by any court or administrative body of competent jurisdiction, to be invalid, unenforceable or in conflict with any applicable law, that provision shall be severed from the Terms and Conditions, but the validity or enforceability of the remaining provisions shall not be affected and shall, as far as possible, remain in force.

If any provision of the Terms and Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

#### **7) Waiver**

No failure or delay by any party in exercising, wholly or partially, any of its rights with regard to any breach or default of these Terms and Conditions or of a Contract by the other party shall constitute a waiver of such rights.

Further, no waiver of any such breach or default shall be deemed to constitute a waiver of (i) any other rights or; (ii) any subsequent or continuing breach of default.

## **8) Assignment**

Customers can't assign, transfer, change, sub contract or deal in any other similar manner with their rights or their obligations under these Terms and Conditions or under a Contract.

## **9) Relationship**

Nothing in the Terms and Conditions or in any Contract shall create or be deemed to create a partnership, an agency or an employer-employee relationship between a Customer, or any party and VIDAMONTI.

## **10) Notices**

Any notice under a Contract shall be given in writing through either letter or email to the relevant party at the address or email address last known to the other.

- a) Notices given by post shall be deemed to have been served within Three (3) Business Days of being posted to the recipient's address within the USA.
- b) Any notice given by email shall be deemed to have been served within 1 Business Day of the email being sent.
- c) In proving such service, it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

## **11) Eligibility**

To effectively place an order with VidaMonti, you must be at least 18 years of age. In case you are under 18 years of age and wish to use the App/Website to make a purchase, you can only do so with the involvement and under the supervision of a parent or guardian.

## **12) Usage**

Customers may not misuse the App/Website in any way such as by transmitting or distributing any malware or virus, in any form, which is malicious, technologically harmful, in breach of confidence or offensive. Criminal misuse of the App/Website is strictly prohibited. No person may hack into any aspect of the App/Website, corrupt data, infringe any person's proprietary rights, send unsolicited material or in any way interfere with the performance or functionality of any computer facilities accessed through the App/Website. Any breach of these provisions shall be construed as a criminal act under applicable laws, including under applicable laws and offenders shall be subject to the strict penalties imposed therein.

## **13) App/Website Registration Process**

To place an Order through VIDAMONTI, Customers will have to register by creating an Account on the App/Website through the different channels as mentioned on the App/Website. You must also agree to only input into the App/Website information which is completely accurate, true and up to date. You shall ensure this by agreeing to inform us in case of any changes, either by directly contacting us through our customer case email id: [buyerportal@vidamonti.com](mailto:buyerportal@vidamonti.com) or by updating the relevant sections of the App/Website. Customers are not allowed to misuse the App/Website through creation of multiple accounts.

## 14) Order Confirmation and Delivery

To place an order on VIDAMONTI, Customers will have to go through the order process on the App/Website. After completing the process, customers will receive an Order Confirmation message through e-mail and/or SMS which will act as an acknowledgement of the Order. If the Order consists of more than one product, the products may be delivered in separate packages and at separate times to the Customer.

## 15) Payments

VIDAMONTI offers its Customers several options for making payments. Customers can pay using:

- a) VIDAMONTI's third party payment partners listed on the App/Website;
- b) Cash on delivery (only for products that are directly fulfilled and sold by VidaMonti except third-party sellers);
- c) Customers using e-gift cards, wallet credit or promotional vouchers may also choose to pay only a part of the total price.

VIDAMONTI's third party payment partners undertake all requisite measures to minimize the risk of unauthorized access and to address all safety and privacy concerns relating to your card data and usage. Cards are subject to validation checks and authorization by card issuers. If the required authorization is not received, then there may be no delivery, or significant delays, in delivery of the ordered product and neither VIDAMONTI, nor its partners will be liable for the same, we will however suitably notify you regarding the same.

Post receipt of appropriate authorization by our third party payment partners, the payment will be authorized and when you will be required to click on the order button you are confirming that the card belongs to you or that you are the legitimate holder of the e-gift card or promotional voucher and that you have sufficient funds to pay for the Product (s) you have ordered.

While it will be our utmost effort to ensure that all descriptions, prices and payment related details remain dynamically updated on the App/Website at all points in time, you agree and accept that since VIDAMONTI is a dynamic marketplace, with several sellers listing their products at any given point in time, errors may take place. In such a scenario, if you place an Order and there is an error, we will make our best efforts to inform you at the earliest so that you can make an informed decision. In case we are unable to inform you of the same, we will treat the Order as cancelled. In the event that you cancel your Order before we have shipped it to you, but you have already paid for your Order, you will receive a full refund from VIDAMONTI. In the event that you would like to obtain a specific tax invoice for your order, please write to [buyerportal@vidamonti.com](mailto:buyerportal@vidamonti.com).

Payment processing services for Customers on VidaMonti are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to this Terms and Conditions or continuing to operate as a Customer on VidaMonti, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of VidaMonti enabling payment processing services through Stripe, you agree to provide VidaMonti accurate and complete information about you and your business, and you authorize VidaMonti to share it and transaction information related to your use of the payment processing services provided by Stripe.

Small amount of transaction fees and processing fees also may deduct from the Customer's payment.

These fees are not related with VidaMonti and charged by banks, financial institutions or third-party payment gateways (e.g. Stripe) etc. depending on the Customer's country of origin where the Customer are making its purchase through VidaMonti.

## 16) Order Refusal

Since VIDAMONTI is a dynamic mobile marketplace, it reserves the right to withdraw any Product from the App/Website at any time and/or remove or edit any material or content on the App/Website and will not be held liable for doing so either by you or by any other third party. VidaMonti will make best efforts to always process all Orders, but there may be exceptional circumstances wherein, we may not be able to or refuse to process an Order after we have sent you an Order Confirmation. We reserve the right to do the same at any time, at our sole discretion. VidaMonti will notify you of any order cancellation at the earliest, so as to minimize any inconvenience that may be caused. If any Order placed by you has been canceled by us for any reason, post the payment has been completed by you, we will ensure that you are refunded the full amount.

## 17) Cancellation by Customer of a Non-Faulty Product:

If you wish to cancel your Order after it has been placed or after being paid for by you, please contact our Customer Service Team on [buyerportal@vidamonti.com](mailto:buyerportal@vidamonti.com). For orders cancelled before dispatch, no cancellation fee will be applicable. In case the Order or a part of it has been dispatched and received by you, it will need to be returned back to the Seller and such returns will take place, on the basis of VIDAMONTI Returns and Refunds Policy. The Customer Service Team and VIDAMONTI, however, reserve the right to assess the returns and refunds on a case by case basis, as mentioned in the VIDAMONTI Returns and Refunds Policy.

## 18) VidaMonti Return and Refund Policies

VIDAMONTI's Refund and Return Policy has been separately published on the App/Website and is a part of these Terms and Conditions. By accepting these Terms and Conditions, you are also agreeing to the VIDAMONTI Refund and Return Policy.

## 19) Delivery of Products

- a) Third-party Sellers on VIDAMONTI or VIDAMONTI itself -if the products are fulfilled by VidaMonti- will try their best to deliver the Product to you, at the shipping address, as specified and requested by you while placing the Order.
- b) In case a specific delivery date has been specified by us during your checkout or through the delivery process on the Website/App, we will try our best to deliver it to you within the stipulated timelines. However, we shall notify you if we expect any delays on our part. You accept that we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of any delayed delivery.
- c) At the time of the delivery, you may be required by our third-party logistics partner's team to sign the acknowledgment of the delivery. In case of any issues post-delivery, please feel free to contact VIDAMONTI Customer Service Team at [buyerportal@vidamonti.com](mailto:buyerportal@vidamonti.com). You must, however, comply with the requirements as specified by the Customer Service Team as well as in VIDAMONTI's Returns and Refunds Policy. Should you face any inconveniences or difficulties during third-party Sellers of VIDAMONTI's or VIDAMONTI's -if the products are fulfilled by VidaMonti- Order fulfilment process and experience, do not hesitate to get in touch with us at the earliest.
- d) Although the dynamic nature and functionality of the VIDAMONTI Website/App will ensure at any point in time whether the information entered by you corresponds to the locations that are available for delivery through our third-party logistics partners. In the unfortunate event that we are not able to communicate to you at the very outset that the Order cannot be delivered to your preferred location, we will ensure that we inform you of the same at the earliest using the contact details that you provide to us at the time of placing the Order and also arrange for either the cancellation of the Order or delivery to an alternate address, as mutually feasible to both parties.

- e) You will receive your delivery in our standard VIDAMONTI packaging, if the products are fulfilled by VidaMonti or third-party Seller's packaging. Any specific packaging requests at your end will be assessed at our end and processed if feasible and you will be notified of any change.
- f) Our third-party logistics partners and Customer Service Team will do their best to ensure that the delivery takes place at a mutually convenient time and will make 3 attempts for each delivery. However, if delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not accept delivery or collect the Product from the carrier within the time period mutually agreed upon, we reserve the right to do either or both of the following:
  - i. charge you for any fee and other costs incurred by us outside of the standard pickup and delivery costs that we incur with our third-party logistics partners;
  - ii. cancel the Contract and refund you with an amount equal to the amount paid by you (in case of an online payment) minus any additional costs as incurred by us as mentioned in f.i. above.

## 20) The Product

By accepting these Terms and Conditions, you acknowledge:

- a) That the Products listed on the Website/App are not custom made and cannot be tailored or altered to meet your requirements, unless any customization, tailoring or alteration is being offered specifically by the Seller that are specified on their storefront on VidaMonti; and
- b) Once the Product has been delivered to you via the carrier, any risk related to the Product passes to you and VIDAMONTI will not be liable for any damage, destruction or loss to the Product thereafter.

## 21) Vouchers

As mentioned above in Payments, from time to time, VIDAMONTI will make available promotional vouchers, discount coupons or e-gift cards which you can avail and use while making payments for Products that you purchase on the Website/App, as below:

- i. Charge you for any fee and other costs incurred by us outside of the standard pickup and delivery costs that we incur with our third-party logistics partners;
- ii. You accept and agree that the credit provided to you through a promotional voucher neither accrues interest nor does it have any cash value. Further, VIDAMONTI reserves the right, to be able to, at its sole discretion discontinue or cancel any voucher previously issued on the Website/App and will not be responsible for any losses arising therefrom.
- iii. Please note that the credit of a promotional voucher may be insufficient or not applicable to pay for the Order that you wish to place, in that scenario, you would be required to make up the difference in the amount using one of our accepted payment methods.
- iv. Please be careful to note that in case you place an Order for a Product that is priced at less than the value of the promotional voucher you wish to redeem or avail of, VIDAMONTI will not be able to refund or offer you residual credit.
- v. Promotional vouchers will be valid for the period specifically stated on the Website/App and they can only be availed once. You may not be able to use them in conjunction with other promotional vouchers available to you through the Website/App. You may also not be able to use them along with other discounted items as mentioned on the Website/App. VIDAMONTI also reserves the right to exclude individual brands or stores from certain voucher promotions as and when required based on our sales and marketing strategies. Information of the same, however, will be duly provided to you through the Website/App.

- vi. You can assign your rights to use your voucher or gift to someone other than you, who may then be able to use it.
- vii. VIDAMONTI reserves the right to close your Account or suspend your activities on the App/Website in the event of discovery of any form of fraud, deception or suspicion of other illegal activities in connection with gift cards or vouchers on the Website/App.
- viii. VIDAMONTI assumes no Liability for the loss, theft or illegibility of gift or promotional vouchers. In case of any issues arising in connection of the same, you are requested to get in touch with our customer service team at [buyerportal@vidamonti.com](mailto:buyerportal@vidamonti.com) and we will try to assist you to the best of our abilities.
- ix. E-gift cards can't be used to buy further e-gift cards. E-gift cards may only be purchased through debit card, credit card, Stripe or wallet credit and will be sent to you via email.

## 22) Shopping Credit(s)/Cashback

From time to time, VIDAMONTI will make available to earn shopping credit(s)/cashback to your VidaMonti account which you can avail and use while making payments for Products that you purchase on the Website/App, as below:

- i. You accept and agree that the credit provided to you through shopping credit(s)/cashback neither accrues interest nor does it have any cash value. Further, VIDAMONTI reserves the right, to be able to, at its sole discretion discontinue or cancel any shopping credit(s)/cashback previously issued on the Website/App and will not be responsible for any losses arising therefrom.
- ii. Please note that the shopping credit(s)/cashback given may be insufficient or not applicable to pay for the Order that you wish to place, in that scenario, you would be required to make up the difference in the amount using one of our accepted payment methods.
- iii. Please note that shopping credit(s)/cashback given is valid for one year from the received cashback date. Shopping credit(s)/cashback not used within a year from the earned date, will automatically be deducted from your shopping credit(s)/cashback account.
- iv. You are not able to use shopping credit(s)/cashback in conjunction with other promotional vouchers available to you through the Website/App. You can also not use them along with other discounted items as mentioned on the Website/App. VIDAMONTI also reserves the right to exclude individual brands or stores from certain shopping credit(s)/cashback promotions as and when required based on our sales and marketing strategies. Information of the same, however, will be duly provided to you through the Website/App.
- v. You are not able to use shopping credit(s)/cashback in conjunction with a coupon on the same purchase. But you are able to earn shopping credit(s)/cashback in conjunction with using a coupon on the same purchase.
- vi. VIDAMONTI reserves the right to close your Account or suspend your activities on the Website/App in the event of discovery of any form of fraud, deception or suspicion of other illegal activities in connection with shopping credit(s)/cashback on the Website/App.
- vii. VIDAMONTI assumes no Liability for the loss, theft or illegibility of shopping credit(s)/cashback. In case of any issues arising in connection of the same, you are requested to get in touch with our customer service team at [buyerportal@vidamonti.com](mailto:buyerportal@vidamonti.com) and we will try to assist you to the best of our abilities.
- viii. Shopping credit(s)/cashback can't be used to buy e-gift cards. E-gift cards may only be purchased through debit card, credit card, Stripe or wallet credit and will be sent to you via email.

## 23) Pay Later and/or Slice It

From time to time, VIDAMONTI will make available the 'Pay Later' and/or 'Slice It' option as a mode of payment for your transactions which you can avail and use on the website/app, as per the following conditions:

- i. This facility, if applicable, is available only to residents of countries that are supported by the third-party providers above the age of 18.
- ii. VidaMonti is not a licensed moneylender and it assumes no advisory or fiduciary responsibility with respect to you in connection of these services. You are availing this credit at your own discretion.
- iii. Please note that VidaMonti or the third-party provider has the right to decide eligibility of account holders for 'VidaMonti Pay Later' and/or 'VidaMonti Slice It' as per its own discretion.
- iv. Please note that you must pay your due amount on or before the date that will be informed to you at the time of placing the order.
- v. You can pay your due amount using all online and offline digital payment modes available on VidaMonti.
- vi. VidaMonti reserves the right to alter or terminate this facility at its discretion.
- vii. You cannot use 'Pay Later' and/or 'Slice It' in conjunction with another payment option at the time of checkout.
- viii. 'Pay Later' and/or 'Slice It' cannot be used to buy e-gift cards. E-gift cards may only be purchased through debit card, credit card, Stripe or wallet credit and will be sent to you via email.
- ix. You are able to avail 'Pay Later' and/or 'Slice It' only to the extent of the total monthly limit assigned to you.
- x. 'Pay Later' and/or 'Slice It' availability can be limited to certain categories and certain sellers - as stated on each product page.
- xi. You authorize us to charge an 'Admin Fee' as penalty in the case that you are not able to pay by the due date.
- xii. Any returns will be subject to our Standard Returns Policy.
- xiii. VidaMonti reserves the right to pursue any remedy available to us in the case that you do not repay the amount within the agreed upon date, which could include terminating / suspending your account and could extend to taking Legal Action against you.

## 24) Limitation of Liability

The following provisions shall set out the entire financial liability of VIDAMONTI in relation to the Customers or any users of the Website/App for breach of or in any way related to representations. Statements or tortious acts by VIDAMONTI under these Terms and Conditions and the Contracts.

- a) Except as expressly provided in the Terms and Conditions/Contracts, VIDAMONTI and its suppliers/sellers, content providers and advertisers expressly exclude all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- b) VIDAMONTI shall not be liable to the Customer for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Customer which arise out of or in connection with the use of the VIDAMONTI Website or App and any materials posted there.
- c) The Customer assumes all risks as to the sustainability, quality and performance of Service.

## 25) Indemnity



Customers agree to indemnify, defend and hold harmless VIDAMONTI, its directors, officers, employees, consultants, agents and affiliates from any and all third-party claims and damages including costs (including but not limited to legal fees) arising from their use of the VIDAMONTI Website or App.

## **26) Privacy Policy**

For a detailed understanding of how VIDAMONTI endeavors to protect your data or privacy, please refer to VIDAMONTI's Privacy Policy, which forms a part of these Terms and Conditions. By accepting these Terms and Conditions, you are deemed to have accepted, VIDAMONTI's Privacy Policy.

## **27) Customer Service**

- a) VIDAMONTI takes great pride in being able to deliver service and provide the best possible service and experience to its customers, while fulfilling its obligations as stated in these Terms and Conditions.
- b) Our Customer Service Team is available to sort out all your issues in the event that the experience provided by us does not meet your expectations or satisfaction. In such an unlikely event, please feel free to contact us at any time by either writing to us at [buyerportal@vidamonti.com](mailto:buyerportal@vidamonti.com).
- c) Please note - for products that come with warranties from the actual brands or manufacturers, you will be required to contact the relevant brands or manufacturers directly as specified in the warranty cards or other such details provided by them.
- d) To help us serve you better and resolve your issues at the earliest, please make sure to send us copies of the Order or at least the Order ID/Sub-Order ID that we assign you in the Order Confirmation email and message. Should you not have received any response from us within 5 Business Days, owing to any unforeseen logistical, technical or other such difficulties, please don't hesitate to contact us again.

## **28) Advertising**

VIDAMONTI will comply with regulations relevant to its business and operations as published by the California Department of Consumer Affairs (DCA) while advertising on the VIDAMONTI website, application, television or social media.

## **29) Links**

Customers are allowed to link to the VIDAMONTI website home page or App download screen, provided it is done in a way that is legal and is not likely to damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on VIDAMONTI's part where none exists. We reserve the right to withdraw linking permission without notice, in case of any breach of these Terms and Conditions.

## **30) Electronic Communications**

When you use VidaMonti Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other VidaMonti Services and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **31) License and Access**

Subject to your compliance with these Terms and Conditions, and your payment of any applicable fees, VidaMonti or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the VidaMonti Services. This license does not include any resale or commercial use of any VidaMonti Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any VidaMonti Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in this Terms and Conditions is reserved and retained by VidaMonti or its licensors, suppliers, publishers, rightsholders, or other content providers. No VidaMonti Service, nor any part of any VidaMonti Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of VidaMonti. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of VidaMonti without express written consent. You may not use any meta tags or any other "hidden text" utilizing VidaMonti's name or trademarks without the express written consent of VidaMonti. You may not misuse the VidaMonti Services. You may use the VidaMonti Services only as permitted by law. The licenses granted by VidaMonti terminate if you do not comply with this Terms and Conditions.

### **32) Reviews, Comments, Communications, and Other Content**

You may post reviews, comments, photos, videos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. VidaMonti reserves the right (but not the obligation) to remove or edit such content but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant VidaMonti a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant VidaMonti and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify VidaMonti for all claims resulting from content you supply. VidaMonti has the right but not the obligation to monitor and edit or remove any activity or content. VidaMonti takes no responsibility and assumes no liability for any content posted by you or any third party.

### **33) Sanctions and Export Policy**

You may not use any VidaMonti Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using VidaMonti Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, app, technology, and services.

### **34) Other Businesses**

Parties other than VidaMonti operate stores, provide services or software, or sell product lines through the VidaMonti Services. In addition, we provide links to the sites of affiliated companies and certain other businesses.

If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from VidaMonti. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their Web sites). VidaMonti does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

### **35) Entire Agreement**

These Terms and Conditions together with the Privacy Policy, the Refunds Policy, the Return Policy and every one of the Orders and Contracts, made or to be made by VIDAMONTI as a marketplace and intermediary of goods sold and supplied on the platform, constitute the entire agreement between you and VIDAMONTI. Any waiver of the agreement shall be valid, only if accepted by VIDAMONTI in writing.

In accepting these Terms and Conditions, you accept that you have not relied on any representations or implied statements by VIDAMONTI and that your relationship with VIDAMONTI is covered only by the express terms and conditions of this document.

### **36) Variation**

VIDAMONTI reserves the right to amend these Terms and Conditions at any time. Any such amendment will be posted on the VIDAMONTI Website and App. Continued use of the Website or the App post amendment will deem to constitute acceptance of the new Terms and Conditions. VIDAMONTI reserves the right to withhold your ability to shop at VIDAMONTI in case of any breach of these Terms and Conditions or any breach of your obligations of any Contract under these terms.

### **37) DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THE VIDAMONTI SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE VIDAMONTI SERVICES ARE PROVIDED BY VIDAMONTI ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. VIDAMONTI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE VIDAMONTI SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE VIDAMONTI SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE VIDAMONTI SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, VIDAMONTI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VIDAMONTI DOES NOT WARRANT THAT THE VIDAMONTI SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE VIDAMONTI SERVICES, VIDAMONTI'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM VIDAMONTI ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, VIDAMONTI WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY VIDAMONTI SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY VIDAMONTI SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

### 38) Disputes

Any dispute or claim relating in any way to your use of any VidaMonti Services, or to any products or services sold or distributed directly by VidaMonti or through VidaMonti.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms and Conditions as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent A Registered Agent Inc., 8 The Green, Ste A Dover, DE 19901. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, VidaMonti will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

### 39) VidaMonti "DOs" and "DON'Ts."

#### a) VidaMonti's "DOs"

You agree that you are going to:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real and legal name, address and payment details on your profile;
- Use the VidaMonti Services in a professional manner.

#### b) VidaMonti's "DON'Ts"

You agree that you are not going to:

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by VidaMonti);
- Use an image that is not your likeness or a head-shot photo for your profile;
- Create a false identity on VidaMonti;
- Misrepresent your current or previous positions and qualifications;

- Misrepresent your affiliations with a person or entity, past or present;
- Misrepresent your identity, including but not limited to the use of a pseudonym;
- Create a Customer profile for anyone other than yourself (a real person);
- Invite people you do not know to join VidaMonti;
- Use or attempt to use another's account;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Violate the intellectual property or other rights of VidaMonti, including, without limitation, using the word "VidaMonti", "VIDAMONTI" or our logos in any business name, email, or;
- Use VidaMonti invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact;
- Post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unauthorized by VidaMonti;
- Send messages to distribution lists, newsgroup aliases, or group aliases;
- Post anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- Create profiles, accounts or provide content that promotes escort services or prostitution.
- Creating or operate a pyramid scheme, fraud or other similar practice;
- Copy or use the information, content or data of others available on the Services (except as expressly authorized);
- Copy or use the information, content or data on VidaMonti in connection with a competitive service (as determined by VidaMonti);
- Copy, modify or create derivative works of VidaMonti, the Services or any related technology (except as expressly authorized by VidaMonti);
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by VidaMonti without our express consent (e.g., representing yourself as an accredited VidaMonti Ambassador);
- Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- Sell, sponsor, or otherwise monetize a VidaMonti Group or any other feature of the Services, without VidaMonti's consent;
- Deep-link to our Services for any purpose other than to promote your profile or a Group on VidaMonti without VidaMonti's consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- Remove, cover or obscure any advertisement included on the Services;
- Collect, use, copy, or transfer any information obtained from VidaMonti without the consent of VidaMonti;
- Share or disclose information of others without their express consent;

- Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information;
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- Monitor the Services’ availability, performance or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- Access the Services except through the interfaces expressly provided by VidaMonti, such as its mobile applications and VidaMonti.com;
- Override any security feature of the Services;
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

#### 40) Notice and Procedure for Making Claims of Intellectual Property Infringement

If you believe that your intellectual property rights have been infringed, please submit your complaint by sending an e-mail to [contactus@vidamonti.com](mailto:contactus@vidamonti.com). You can report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims.

We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

E-mail claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

#### 41) How to Contact Us for Legal Purposes

If you want to send us notices, subpoenas or service of other legal process, please contact us only through VidaMonti’s national registered agent:

VidaMonti (Famelent Inc.)

A Registered Agent Inc.

8 The Green, Ste A

Dover, DE 19901

Attn: Legal Process

For all other things, please contact us at [contactus@vidamonti.com](mailto:contactus@vidamonti.com).