

WEBSITE USER TERMS & CONDITIONS

Domain Name: www.herbahive.com

HERBAHIVE

TERMS & CONDITIONS

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2) REGISTRATION

As part of the registration process, you must select a username and password and provide the website with accurate, complete, and updated information. Failure to do so constitutes a breach of this Agreement, which may result in immediate termination of your access.

3) LIMITATION OF LIABILITY

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You may not input or distribute any material through the Web Site that is promotional in nature, including solicitations for funds or business, without the prior written authorization of the website.

The User agrees to indemnify the website and **Herbahive** from all damages, liabilities, costs, charges and expenses, including reasonable attorneys' fees, that the website, **Herbahive**, their affiliates, employees, and authorized representatives may incur as a result of either: (i) the User's breach of this Agreement; or (ii) material entered into the Web site with the use of the User's screen name or password.

6) PAYMENTS, CANCELLATION & REFUNDS

All information, reports, content and access rights purchased on the website are non refundable.

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

7) ADDITIONAL LEGAL TERMS

This Agreement will continue until terminated by either the or you. Either party can terminate the Agreement by notifying the other party by telephone or electronic mail of the decision to terminate.

Name of the Company/LLP may discontinue or change the Web Site or its availability to you, at any time.

This Agreement constitutes the entire agreement between the parties relating to Web site and supersedes any and all other agreements, oral or in writing, with respect to the Web Site. The failure of the website, to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. This Agreement is personal to you, and you may not assign your rights or obligations to anyone. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of India and subject to jurisdiction of courts of Bangalore, as if the Agreement was a contract wholly entered into and wholly performed within Bangalore, and any litigation related to this Agreement shall be brought exclusively in the courts of Bangalore. All rights not expressly granted herein are reserved.

8) ANTI-HACKING PROVISION

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copy, or monitor any portion of the Web Site or any data or content found on or accessed through the Web Site without prior express written consent;

(3) obtain or attempt to obtain through any means any materials or information on the Web Site that have not been intentionally made publicly available either by their public display on the Web Site or through their accessibility by a visible link on the Web Site;

(4) in any way bypass or circumvent any other measure employed to limit or pre-vent access to the Web Site or its content;

(5) violate the security of the Web Site or attempt to gain unauthorized access to the Web Site, data, materials, information, computer systems or networks connected to any server associated with this Web Site, through hacking, password mining or any other means;

(6) interfere or attempt to interfere with the proper working of the Web Site or any activities conducted on or through the Web Site, including accessing any data, content or other information prior to the time that it is intended to be available to the public on the Web Site;

(7) take or attempt any action that, in the sole discretion of this Web Site's operators, imposes or may impose an unreasonable or disproportionately large load or burden on the Web Site or such operation's infrastructure.