

GENERAL TERMS & CONDITIONS AGREEMENT

Effective Date: Sept. 1. 2020.

The HLBSUSA.Com website and its associated services and content (collectively "Website") is owned and operated by HLBS Global Marketing US LLC ("HLBS", "our", "us", "we"), a Texas limited liability company with its principal place of business in Marble Falls, Texas. HLBS has adopted this General Terms & Conditions Agreement ("Agreement") to inform you ("User(s)") of your rights and duties when using the Website. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website and must discontinue your use immediately.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE AND ASSOCIATED SERVICES. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

HLBS MAY, FROM TIME TO TIME, AND RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE WEBSITE OR THIS AGREEMENT. IN THE EVENT HLBS MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEBSITE OR THIS AGREEMENT, YOUR USE OF THE WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT.

Definitions

As used in this Agreement:

- **"Weboffice"** means the account for either Customers or Members that is accessed through the Website.
- **"Customer(s)"** means a registered User that is eligible for a price discount on products purchased through the Website, but cannot earn compensation like a Member.
- **"Member(s)"** means a registered User in possession of an HLBS ID, who are eligible for a price discount, may invite others to join the HLBS Network and are eligible for compensation payments.
- **"User(s)"** means both Customers and Members.
- **"You / Your / You're"** means Users.

About the Website

HLBS is a private, invitation only web shop that offers a complex solution for living a healthy, quality life both from a spiritual and physical point of view, with continuous development and in harmony. HLBS distributes cosmetic products, nutritional supplements, coffee, and chocolates through the web shop.

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Warranties and Representations

You warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. You warrant that you are a human individual that is eighteen (18) years of age or older. If you are under eighteen (18) years of age but at least thirteen (13) years of age, you must present this Agreement to your parent or legal guardian for their review. You warrant that you are not prohibited from assenting to this Agreement by any preexisting Agreement.

You warrant and represent that any and all information that you provide to HLBS and the Website is accurate and valid. You agree to comply in good faith with the terms of this Agreement.

You will not use the Website in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, national, state, provincial, and international laws, treaties, and regulations. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website. The Website is operated in the United States and HLBS makes no representation that its Website or services or products are appropriate, lawful, or available for use in other locations.

Disclaimers

HLBS does not offer medical advice. The information related to cosmetic and dietary products featured on the Website are not intended to be a substitute for medical advice, diagnosis, and/or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a skin or health condition. Never disregard professional medical advice or delay in seeking it because of something you had read on this Website.

Any product purchase through the Website is to be used at your own risk. HLBS shall not be liable for any damages that result from the use of, or the inability to use, the cosmetic and dietary products featured on the Website or for the performance of such products.

Other Binding Agreements

This Agreement pertains exclusively to Users' use of the Website. Members are bound by other, separate agreements, specifically the Partnership Agreement, Business Rules, and Compensation Plan. The terms of Members' enrollment with HLBS are governed by these documents, and not this Agreement.

Ownership of Website and License

You acknowledge and agree that HLBS is the owner of, or has rights in and to, the Website and its associated content, including but not limited to all intellectual property rights inherent therein. The Website is protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Website for any purposes not explicitly stated in this Agreement. Specifically, and except where otherwise allowed under this Agreement, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website, whether in whole or in part, without the prior written consent of HLBS.

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HLBS hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Website for its customary and intended purposes. Violation of the terms of this Agreement or use of the Website for a use outside of its customary and intended purposes, such as, but not limited to downloading (other than page caching) or modifying the Website or any portion of it will result in the termination of this license. Absent prior written permission from HLBS, you are not permitted to reproduce, prepare derivative works, distribute copies, perform, display, or use for commercial purposes the Website or its content. This license is revocable at any time, and any rights not expressly granted herein are reserved to HLBS.

Intellectual Property

All trademarks (common law or registered) and copyrights (common law or registered) displayed on this Website are the property of their respective owners. Specifically, all photographs featured on the Website are copyrighted and owned by HLBS, unless otherwise stated. All HLBS marks are the property of HLBS, including, but not limited to HLBS and all HLBS logos. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of HLBS. You are prohibited from using HLBS' trademarks, service marks, and trade dress, or any colorable imitation thereof, to indicate the source of, sponsorship of, approval of, affiliation with, connection with, or association with your goods or services without the prior written consent of HLBS.

You further agree and warrant to not disclose any Trade Secrets of HLBS pursuant to your use of the Website. Trade Secrets include, but are not limited to, the HLBS concept, along with any fact, data, information, solution, or contract offer, related to HLBS' business activities, or financial or legal status, as well as any ID data, address, phone number, fax number, contact information, bank contacts, client codes, financial information, and contracts. Users agree that they will only use HLBS Trade Secrets exclusively for the purposes of accessing and purchasing from the Website. You agree to keep all Trade Secrets confidential and agree to not disclose, transmit, reproduce, distribute, transfer, decode, or assign to any non-User or other third-party the Trade Secrets belonging to HLBS.

Website Use & Weboffice

Visiting the Website is free, but you may only view, access, and purchase from the Website if you have been invited by a Member to create a Weboffice (either as a Member or Customer). Through your Weboffice, you are able to manage your profile information and settings, as well as view orders and payment histories, among other functionalities. Member's Weboffice allows for the management of invitations to Members and/or Customers join the Website, as well as manage Members' existing Customers.

To register for a Weboffice, Users may either select the "Request Registration Code" button from the HLBS website or click the weblink included in your invitation email. Users must fill out all the required fields and submit their registration in order for a Weboffice to be created.

Users agree to keep their Weboffice secure from unauthorized access. Users will login to their Weboffice using an e-mail and Weboffice password. Users should not reveal their passwords to others. Registered Users agree that they alone are responsible for their Weboffice and all associated activities and purchases. Users accept full responsibility for any and all use of their Weboffice, whether

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authorized or unauthorized. In the case of unauthorized access to a User's Weboffice, you agree to contact HLBS immediately. Users agree to hold harmless and indemnify HLBS for any damages that arise out of or in relationship to the use of their Weboffice.

Users may cancel their Weboffice by downloading and completing the form entitled "HLBS ID Deletion Request" available in the Weboffice and submit the completed, signed form via email to support@hlbsusa.com. The termination request is processed within 30 days, under which period the User can cancel their termination request. In case no such written cancellation of the termination request is sent to support@hlbsusa.com, the membership is deleted on the 31st day. Any User who has requested termination of their membership is not allowed to re-register in the HLBS system for a period of one (1) year from the date of termination.

If a User cancels their Weboffice, HLBS is under no obligation to preserve your data for any length of time and will not be responsible for any loss of data. HLBS is under no obligation to provide you with the data associated with your Website use and/or Weboffice, except as otherwise provided in the Privacy Policy. HLBS recommends that you maintain your own backup of information submitted to the Website.

When contacting HLBS or creating a Weboffice through the Website, you are agreeing to receive email notifications (such as a newsletter) from HLBS and other third-parties. The email notifications from HLBS contain an unsubscribe feature that allows you to "opt out" from future notifications. Please see the Website's Privacy Policy, which is incorporated into this Agreement by reference, regarding the collection and use of this and other information about you. User information will be used consistent with the Privacy Policy. HLBS does not endorse you or discriminate based upon any information provided by you or made available through the Website.

You have a duty to ensure that the information provided through the Website and within your Weboffice is truthful, current, complete, and accurate. You understand and agree that you have an ongoing duty to update and keep current the information provided through the Website if and when that information changes. You are expressly prohibited from providing information that in a way impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third party. You expressly agree that you will not interfere with or disrupt a third party's enjoyment and use of the Website. HLBS reserves the right to restrict access to, monitor, suspend, disable, or delete Users' information at any time, in its sole discretion, and without prior warning. You agree to hold harmless and indemnify HLBS for any damages that arise out of or in relation to the use of the Website.

Placing Product Orders

To place an order for a product on the Website, add the desired product to your cart and select "check out," then proceed to insert the appropriate billing and shipping information. Upon completing your order, HLBS will send you a confirmation of the order receipt. HLBS will also send a shipping notification and tracking number once the product has shipped. If the Customer does not receive the ordered product from the shipping company within the expected delivery time frame, Customer must promptly notify HLBS by e-mail to request tracking of the product delivery.

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Payment for Product Purchases

When making a purchase from the Website for a HLBS product, payments are processed through a third-party payment processor, NXGEN. By utilizing NXGEN, Users agree that they may be subject to their separate Terms and Conditions. You can learn more about NXGEN by visiting its [website here](#).

HLBS reserves the right to charge and/or change the service fee at any time. Users agree that they are responsible for paying all applicable taxes, duties, levies, or charges imposed by any governmental entity anywhere in the world in connection with their use of the Website and purchases made therefrom. You understand and agree that HLBS will not be held liable for any User's failure to complete a transaction entered into through the Website.

Product Sales and Availability

All prices displayed on the Website are quoted in U.S. Dollars, and are valid and effective only in the United States. HLBS reserves the right without prior notice to discontinue or change specifications on products and services offered on this Website without incurring any obligations.

In the case HLBS is out of stock of a specific product, a backorder notice is sent to the Customer's email address. After the restocking of inventory is completed, HLBS will perform delivery of the reordered products.

Refund Policy

HLBS guarantees a 100% refund within fourteen (14) days of a User's order. This guarantee does not include the shipping costs. If a User is dissatisfied with a product or service of HLBS, the User may return the packaged, unopened product to HLBS within fourteen (14) business days of product receipt. The User may request an exchange or refund (i.e. a compensation of sales price without product return).

The product return sheet is downloaded from the Website. Users should send the accurately completed sheet and signed return sheet to HLBS via email at support@hlbsusa.com. The method of return delivery, for each product returned, must be selected and marked on the return sheet. Each returned product package must include the product's invoice number and product order number. It is recommended to attach the invoice or invoice copy. The order number must be visibly and legibly attached to the package.

User are responsible for shipping costs associated with returned products, and the returned product must be appropriately packaged. Any damage resulting from inappropriate packing must be compensated by the User.

HLBS is entitled to withhold the product sales price until the User completes the return delivery, or provides credible verification of the return delivery.

The product returned is accepted if the returned product is not damaged, is returned in due time, all requested data was provided, the web-based return sheet was filled, and the product complaint is justified. The product sales price is not refunded until any deficiencies or incompleteness of the product return process are resolved.

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Product purchases will be refunded directly to the User's credit card or bank account.

Prohibited Uses

You expressly agree that you will not use the Website to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website.

Specifically, you are prohibited from:

- Violating the Code of Conduct, which is incorporated into this Agreement by reference;
- Posting or transmitting content that:
 - Infringes upon the intellectual property rights of others;
 - Threatens or encourages bodily harm and/or destruction of property or that is offensive, defamatory, derogatory, pornographic or obscene;
 - Promotes hate, violence, harassment, stalking, discrimination, terrorism, or intolerance of any kind based upon race, ethnicity, religion, sexual orientation, or disability;
 - Incites any illegal activity or unlawful sexual solicitation;
 - Relates to weaponry, controlled substances, gambling, or debt collection;
 - Raises support or defense of anyone alleged to be involved in criminal activity;
 - Impersonates another or is fraudulent, inaccurate, or misleading;
 - Constitutes an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter;
 - Intends to collect personal or personally identifiable information from others;
 - Violates any term or condition of this Agreement;
- Using a robot, spider, scraper, or other automated technology to access the Website;
- Imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website;
- Attempting to gain access to the private data or personal information of a Website user or third party;
- Circumventing HLBS' technological and physical security measures;
- Suggesting an affiliation with or endorsement by HLBS.

If you encounter content or witness behavior that you believe is inappropriate and violates this Agreement, you may report it to HLBS by sending an email to: support@hlbsusa.com.

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Mobile Devices

The Website is fully accessible via a mobile device. To the extent you access the Website through a mobile device, your wireless carrier's standard charges, rates, and fees may apply. HLBS is not responsible for any fees or errors that occur while accessing the Website via mobile device.

Section 230 of Communications Decency Act

You acknowledge and agree that HLBS is an interactive computer service provider under Section 230 of the Communications Decency Act. Though HLBS may edit, remove, or control the content displayed through the Website, you agree that HLBS will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Website or otherwise.

Third Party & Affiliate Links

You understand that the Website may contain links to third party websites, applications, or services that HLBS does not own or control. You agree that HLBS will not be held responsible or liable for the content of third-party websites, applications, or services and that HLBS' inclusion of those websites, applications, or services within its Website does not constitute HLBS' endorsement of, recommendation of, or affiliation with any of those websites, applications, or services.

No Endorsement

From time to time, HLBS will refer to commercial products, processes, services, experts, and/or websites. Any reference is not intended to be an endorsement or statement that the information provided by the other party is accurate. HLBS does not endorse any commercial product, process, service, expert, or website. The views and opinions of affiliates, contributors, and others expressed on this Website do not necessarily state or reflect those of HLBS and are not intended to be used for product endorsement purposes.

Term and Termination

This Agreement will remain in full force and effect so long as the Website is in operation. HLBS may terminate this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement.

Disclaimer of Warranties

HLBS DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE. HLBS PROVIDES THE WEBSITE, PRODUCTS, AND SERVICES PROVIDED THROUGH THE WEBSITE ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

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HLBS WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY CONTENT POSTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ADVICE OR MARKETING PROVIDED BY ANY THIRD PARTY, ANY THIRD-PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. HLBS IS A SERVICE PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, ALTERATION, AND/OR DESTRUCTION OF IDENTITY. HLBS RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

HLBS WILL NOT BE HELD LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURE, DELAYS, OR DIFFICULTIES WITH THE WEBSITE AT ANY TIME.

Limitation of Liability

HLBS WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE WEBSITE OR PRODUCTS AVAILABLE THEREON, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT HLBS CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, FOR PRODUCTS OR SERVICES THROUGH THE WEBSITE, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO HLBS, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. HLBS IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

Indemnification

You agree to hold harmless, indemnify, and defend HLBS, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the Website, your use or provision of any services made through the Website, your reliance upon advice provided through the Website, your submission of content to the Website, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance, regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party.

Your obligation to defend HLBS under the terms of this Agreement will not provide you with the right to control HLBS' defense, and HLBS reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify HLBS.

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No Assignment

You acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement. HLBS may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Website.

Jurisdiction, Governing Law, and Resolution of Disputes

This Agreement will be interpreted, governed, construed, and enforced in accordance with the laws of the United States of America and the State of Texas without giving effect to any conflicts of laws principles. The parties submit to and agree to personal jurisdiction in Texas, with venue proper in Marble Falls, Texas.

YOU AND HLBS AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE PURCHASE OF PRODUCTS OR SERVICES FROM HLBS, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN MARBLE FALLS, TEXAS AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF TEXAS AND THE FEDERAL LAWS OF THE UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND HLBS AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF TEXAS. YOU AND HLBS AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

Severability

If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

Integration

HLBS hereby incorporates its Privacy Policy, Certification of Incorporation of HLBS, Code of Conduct, Legal Statement, Complaint Management Provision, Deletion Request Sheet, and Product Return Sheet into this Agreement. This Agreement and its incorporated parts constitute the entire agreement between the parties with respect to the use of the Website. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind HLBS.

No Waiver

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You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

Child Online Privacy Protection Act

The Website is not directed to persons under the age of eighteen (18) and HLBS will not knowingly collect personally identifiable information from children under the age of eighteen (18). If HLBS inadvertently collects such personally identifiable information, HLBS will delete the personally identifiable information in accordance with its security protocols.

Limitation on Actions

HLBS AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE WEBSITE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST HLBS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Force Majeure

HLBS is not liable for non-performance or late performance of its obligations under this Agreement due to external circumstances outside of HLBS' control, including war, strike, revolt, fire, earthquake, flood, pandemic, endemic, or any other natural catastrophe.

Reservation of Rights

All rights not expressly granted herein are reserved to HLBS.

Notice

Any notice required by this Agreement must be in writing and must be emailed to: support@hlbsusa.com.

This Agreement is enforced by the Internet lawyers of [Traverse Legal, PLC](#).