



# TERMS OF **USE**

VIDAFY ENTREPRENEURS



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# **Terms of Use**

Last Revised: April 24, 2022



# INTRODUCTION

PLEASE READ THESE TERMS OF USE AND THE PRIVACY POLICY, LOCATED IN <https://www.vidafyglobal.com/privacypolicy>, BEFORE USING THIS WEBSITE TO PURCHASE ANY VIDAFY PRODUCTS OR SERVICES.

These Terms of Use are an agreement (the "Agreement") between VIDAFY Inc., a Utah corporation ("VIDAFY" or the "Company" or "we") and you ("you" or "User"). This agreement sets forth the legal terms and conditions governing your use of this site (the "Site") and your purchase and/or use of any VIDAFY merchandise and services (collectively referred to hereinafter as "Offer"). This Agreement also provides information on how to become a VIDAFY Entrepreneur.

Your use of this Site and all information, data, text, software, information, images, sounds or other materials contained herein, or your use of any other Offers confirms your unconditional consent to abide by this Agreement and is subject to continued compliance with the terms and conditions of this Agreement. If you do not accept to abide by this Agreement, do not access or use this Site or participate in any of the Offers.





# INTRODUCTION

This Agreement and the VIDAFY Privacy Policy and any other terms and policies incorporated herein by reference (collectively, the "Other Policies"), constitute the entire agreement between you and us pertaining to the same subject matter and supersede all prior or other agreements, understandings, negotiations and conversations, whether oral or written. No waiver of any provision of this Agreement constitutes a waiver of other provisions hereof (whether or not they are similar), nor shall any waiver constitute a continued waiver unless expressly provided.

The information and options included in this Site are subject to change at any time without notice. By entering or connecting to this Site (to the extent permitted to connect), you assume the risk that the information on this Site may change or be deleted.





## 1. MODIFICATIONS

At any time, we reserve the right to:

- Change the terms and conditions of this Agreement;
  - Improve, add, modify or discontinue this Site or other Offers,
  - or any portion of this Site or other Offers,
- at any time, at our sole discretion.

We reserve the right, at our sole discretion, from time to time, to modify, update, add, discontinue, remove, revise or otherwise change any portion of this Agreement, in whole or in part, at any time.

With respect to any modifications that we deem substantial to be made to this Agreement, we will post a notice on the home page by reviewing the link that essentially reads in writing "Updated Terms of Use" for a reasonable period of time. If you provide us with information, access or use this Site or participate in any Offers in any way, after this Agreement has been modified, you will be deemed to have read, understood and granted as agreed to the modifications. The most recent version of this Agreement will be available on this Site and will replace all previous versions of this Agreement.

## 2. ACCESS

You will need to get your own Internet access. In addition, you must have all the necessary equipment to access the Internet. You are and will remain responsible for the purchase, connection, installation, charging, operation and maintenance of any hardware, software, telephone service (cable or any other), and Internet access service with your personal computer and all costs associated with it. You are fully responsible for scanning your hardware and software to remove the possibility of viruses on your computer and any other related issues before using them. We



expressly disclaim any liability for errors or failures related to the malfunction or failure of your hardware or software in connection with your use of this Site or its Offers.

### **3. ELIGIBILITY**

You represent and warrant that you are at least (18) years of age, or that if you are younger than (18) years of age, you are at least (13) years of age and that you are accessing this Site with the knowledge and approval of your father / mother or legal guardian, who also consents with this Agreement. Certain options in this Site (included, but not limited to the user's registration) and certain Offers can be subject to the legal age requirement and/or other eligibility requirements.

The VIDAFY business opportunity and the products cannot be offered, sent, nor sold in a country outside those previously authorized by VIDAFY. The VIDAFY expansion and sales in other markets is constantly evolving. Therefore, we encourage you to check periodically for updates.

### **4. TO BECOME A VIDAFY ENTREPRENEUR**

VIDAFY® products and services are sold through the VIDAFY Entrepreneur's network. To buy VIDAFY merchandise, you® do not need to become an Entrepreneur. Instead, you can purchase VIDAFY® products from an Entrepreneur or become a VIDAFY Customer. If you are interested in starting your own business as a VIDAFY Entrepreneur, please read the How to Get Started section of this Site.



## 5. RETURN POLICIES FOR CUSTOMERS AND ENTREPRENEURS

### Return Policy for Entrepreneurs

VIDAFY will buy back from the Entrepreneur during the 30 days following the month of acquisition of the product, any inventory stock that could currently be marketed and that the Entrepreneur has acquired from VIDAFY. The repurchase price will be 80 percent of the purchase price paid by the Entrepreneur, less the corresponding transportation and restocking costs incurred to return the product to VIDAFY.

The repurchase provisions contained in this section do not apply to any inventory that is not currently saleable inventory. Inventory currently capable of being sold will not include stock of items with passed expiry dates, whose security seal is damaged, has been removed or the product is open.

For exact details, Entrepreneurs should contact by dialing:

**USA: 1.801.849.9025 • [cs.usa@vidafy.co](mailto:cs.usa@vidafy.co)**

**MEX: +52 55 4770 • [cs.mex@vidafy.co](mailto:cs.mex@vidafy.co)**

### Return Policy for Customers

Product Satisfaction Guarantee for Customers VIDAFY offers a satisfaction guarantee or the refund of one hundred percent (100%) of your money (*minus shipping costs*), with a validity of thirty (30) days, on any of the products purchased by Customers.

Customers must return to VIDAFY all used and unused products. Once received, the VIDAFY Distribution Center will process returns and refunds will be issued within thirty (30) days of receiving the product. This guarantee is offered only to Customers who are registered as such, and who have an order processed in the VIDAFY system



## 6. INFORMATION AND PRIVACY NOTICE

If you provide information to this Site, you agree to provide accurate, current and complete information when requested and agree to maintain and update such information appropriately. We will use and maintain the information we collect from you through this Site in accordance with our Privacy Policy. (add link to Privacy Policy)

## 7. OUR PROPERTY RIGHTS

This Site and all of its contents may cover in the future, including but not limited to, articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio excerpts and advertising copies, as well as trademarks, copyrights, logos, domain names, service marks, patents and any and all copyrighted material (including source and object code) and/or any other form of Intellectual property (collectively, the "Material"), are the property of VIDAFY or authorized third parties and are protected from unauthorized use, copying and disseminated under copyright, trademark, publicity and other laws and by international treaties.

Unless expressly permitted in writing by us, you are not permitted to capture, reproduce, perform, transfer, sell, authorize, modify, create derivative works from or based on, republish, redesign, upload, edit, publish, transmit, publicly display, frame, link, distribute, or exploit in whole or in part any of the Material.

Nothing contained in this Agreement or on this Site should be construed as granting, by implication, exclusion or otherwise in any license or right to use any Material in any way without our prior written permission or permission from a third party who may own the Material or intellectual property appearing on this Site.





**UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY PART OF THE MATERIAL IS STRICTLY PROHIBITED.**

Any other use of the Material other than as permitted by this Agreement will constitute a breach of this Agreement and may constitute copyright and/or patent infringement. You agree not to use the Material for an unlawful purpose and not to violate our rights or the rights of others.

You agree not to interfere with or permit the use of your membership by a third party to interfere with normal processes or the use of our Site by other members, including but not limited to attempting to enter administrative areas of this Site. We inform you that we will aggressively exercise our rights to the fullest extent permitted by law. We may add, change, discontinue, remove or suspend any part of the Material at any time with or without notice and without liability.

VIDAFY, our logo, and the name of the products we produce, market, sell or distribute by VIDAFY, are registered trademarks and/or service marks of VIDAFY Inc., or its affiliates. All other trademarks, service marks, and logos used on this Site or other Offers are trademarks, service marks, or logos of their respective owners.

## **8. MEMBERSHIP AND REGISTRATION**

Certain areas of the Site may require registration or that you provide us with information to participate in certain options or to access certain content. The decision to provide this information is entirely voluntary and optional; but, if you choose not to provide



such information, you may not be able to access certain content or participate in certain options on this Site.

If you register on this Site, you agree to accept responsibility for all activities within your account, email or password, if any. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others cannot access the portion of the Site that is protected by the password. We may, in full discretion, at any time, with or without notice, terminate your password and Entrepreneur Number, for any reason or no reason.

## **9. USER'S SUGGESTIONS**

We would like to know the opinions of our users and receive their comments on VIDAFY's products and services. However, our existing corporate policies do not allow us to accept creative ideas, suggestions, or materials that are not specifically requested (see below). While we value your comments about our services and products, we kindly ask you to be specific in your comments about our services and products, and that you do not send creative ideas, suggestions, or materials. We understand that the intention of this policy is to avoid the possibility of future misunderstandings when projects developed by us or by the professional staff of our affiliates, may appear to others similar to their creative work.

As a consequence, we ask that you do not send any original creative material such as presentations designs, photographs, drawings, or art in general.

If you send out, or publish specific proposals at our request (for example, via bulletin boards or in connection with contests) or send us creative suggestions, ideas, notes, photographs,



discussions, concepts, or any other information "Proposal" and collectively, the "Proposals") notwithstanding our request that you do not send any proposal to other creative materials that we have not solicited, the Proposal will be treated as nonconfidential and without rights of ownership in each case . For the practical effects of this Paragraph, all Community Content will be considered included in the definition of Proposals.

**None of the Proposals will be subject to any confidentiality obligation on our part, and we will not be responsible for the use or distribution of any Proposal.**

Any Proposal may be used by us without restriction and for any purpose, including, without limitation, reproduction, revelation, transmission, diffusion or publication, and through this agreement you irrevocably renounce and liberate VIDAFY from any liability and refrain to make any claim that the use of said Proposal violates any of your rights, including without limitation, author rights, registered trademarks, moral rights, privacy rights, property rights and other property rights, advertising rights, or the right to receive credit for the material or ideas.

We tend and hold the irrevocable right granted, but without the obligation to reproduce, modify, adapt, publish, distribute works of, distribute and use the Proposal in any way and in any medium, known or created in the future, throughout the universe, in perpetuity, without agreeing to compensate or accredit you.

By submitting a Proposal through this Site or to us, you affirm that your Proposal originates from you and does not infringe upon the rights of any party, including without limitation, any intellectual property right and publicity rights and/or privacy rights.

All Submissions through this Site and/or through us will be our exclusive property and shall not be acknowledged nor returned.



You agree and understand that we are not obligated to use any Proposal made in this Site or to us and you do not have the right to demand that we use said Proposal. You acknowledge and agree that your relationship with us is not confidential, fiduciary, or any other special relationship and that your decision to submit any material to us does not put us in a different position than other members of the general public have with respect to your Proposal. Understands and recognizes that we have broad access to ideas, stories, designs, and other literary materials, and that we are constantly presented with new ideas that have been developed by our employees.

Many ideas or stories may compete with, be similar or identical to your Proposal in theme, idea, plot, format or other aspects. You acknowledge and agree that you will not be entitled to any compensation as a result of our use of any similar or identical materials.

Finally, you acknowledge that, with respect to any claim by you relating to or arising out of our current or alleged exploitation or use of any material you present on this Site and/or to us, the damage, if any, hereunder caused will not be irreparable or sufficient to entitle you to injunction or other equitable relief or in any way impose production, distribution, display or other exploitation if any production based on or allegedly based on the material, and your rights and remedies shall in no event be strictly limited to the right to recover damages, if any, in a legal action.

## **10 . PROMOTIONS**

This Site may contain sweepstakes, contests, or other promotions that require you to submit material or information about yourself. Please note that sweepstakes, contests or promotions offered through this Site may be, and often are, governed by a number of separate rules that, in addition to describing such sweepstakes,



contest or promotion, may have eligibility requirements, such as being of a certain age or geographic area restrictions, terms and conditions governing the use of the material submitted by you, and how your personal information may be used.

## **11. LINKS**

We may provide links to third-party resources or Web sites. Our provision of such links does not represent sponsorship of any information, product or service accessed through such link. We are not responsible for the content or performance of any portion of the Internet, including other Web sites around the world to which the Site may be linked from where the Site may be accessed. You are required to inform us of errors or inappropriate materials found on our Web sites to which this Site is or may be linked.

## **12. ERRORS**

Although we attempt to maintain the integrity of this Site and other Offers, we make no warranty as to the accuracy or completeness of this Site or other Offers. If you believe you have discovered an error on this Site or in other Offers, please contact us at 1 801 849 9025, +52 55 4770 7385 or send an email to including, if possible, a description of the error, your location in the URL and your contact information. We will make reasonable efforts to respond to your concern.

## **13. DISCLAIMER OF WARRANTIES: LIABILITY LIMITATIONS**

YOU UNDERSTAND AND AGREE THAT THIS SITE AND ALL MATERIAL AND INTELLECTUAL PROPERTY CONTAINED THEREIN ARE DISTRIBUTED "AS IS" "AS AVAILABLE" "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT



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SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLOSURE OF CERTAIN TYPES AND



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This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY WAIVE RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN



ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREINAFTER EXPRESSLY WAIVE, THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542, AND ANY SIMILAR LAWS OF ANY STATE OR TERRITORY, WHICH DECLARES THE FOLLOWING: "A GENERAL RELEASE DOES NOT EXTEND CLAIMS THAT THE CREDITOR IS UNAWARE OF OR SUSPECTS EXISTED IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF HE HAD KNOWN WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

**NOTICE TO NEW JERSEY RESIDENTS:** Your rights are generally protected by the Truthfulness of Contract, Warranty and Consumer Notice Act and New Jersey law.

The following provisions in these Terms of Use do not apply to you and are not intended to vary, reduce or alter your rights under New Jersey law: specifically, nothing in these Terms of Use limits, varies, reduces, affects, overrides or alters your rights under New Jersey law with respect to limitations of liability or exculpation (including but not limited to limitations on indirect, incidental, special, typified, consequential or similar damages), dispute resolution, indemnification, jurisdiction, laws on limitation or suspension periods for bringing claims, simple wording requirements, representations and warranties of any kind or nature (including but not limited to conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, peaceful enjoyment and non-infringement), contractual remedies, claims for bodily harm, tort or negligence, conditions of sale, provisions on change of rates, exemption from attorneys' fees and/or expenses, and copyright.

Your rights with respect to these specific provisions shall be governed by the laws of New Jersey. In the event of any conflict between these Terms of Use and the laws of New Jersey, the laws of New Jersey shall govern.





## 14. INDEMNITY

BY USING THIS SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND DEFENSE FEES INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: THE BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANT OR AGREEMENT HEREUNDER; YOUR VIOLATION OF THIS AGREEMENT OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE MATERIAL IN VIOLATION OF THIS AGREEMENT; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBER ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, CORPORATE IDENTITY, PATENT, PUBLICITY, PRIVACY OR ANY OTHER RIGHT OF ANY PERSON OR DEFAMATION OF ANY PERSON; ANY FALSE STATEMENTS MADE BY YOU; AND/OR OUR USE OF YOUR INFORMATION.

YOU WILL COOPERATE TO THE BEST OF YOUR KNOWLEDGE AND IN THE MOST REASONABLE MANNER REQUIRED IN THE DEFENSE OF A COMPANY CLAIM. THE COMPANY RESERVES THE RIGHT, AT ITS OWN RISK, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL IN NO WAY RESOLVE ANY MATTER WITHOUT OUR WRITTEN AUTHORIZATION.



## **15. TERMINATION; MODIFICATION**

We will determine, your compliance with this Agreement in our sole discretion and our decision will be final and binding.

Any breach of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to the authorities. No waiver of this Agreement shall have any force or effect unless in writing and signed by a duly authorized representative of VIDAFY. We reserve the right to modify or discontinue this Site or any part thereof, without notice to you or any third party.

Upon termination of your membership, appointment of Entrepreneur or access to the Site or at the request of VIDAFY, you must destroy all materials obtained from this Site, as well as all related documentation and all copies and their corresponding facilities. We inform you that we will aggressively exercise our rights to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of such provisions shall not affect the validity of the other provisions of this Agreement, which shall remain in full force and effect.

The section titles in this Agreement are for your convenience only and have no legal or contractual effect.

## **16. U.S. LAW**

We operate the Site in the United Mexican States and the information contained in this Site is directed to the United States of America, so the information contained may not be appropriate or available for use in another location, and access to this



Site from territories where content of the Site may be illegal is prohibited. If you choose to access the Site or other Offers from locations outside the United States, you are responsible for complying with local laws if, and to the extent necessary, such local laws are applicable.

Any software used on the Site or other Offerings is subject to U.S. export controls. Such software may not be downloaded or exported or re-exported (i) into (or to a national resident of) Cuba, Bruma, Democratic Republic of the Congo, Ivory Coast, Iraq, Libya, North Korea, Iran, Syria, Sudan, Venezuela or any other country to which the United States has embargoed merchandise; or (ii) to someone on the U.S. Department of treasury's List of Specially Named Citizens or the U.S. Department of Commerce's Table of Denied Orders. By uploading or using such software, you represent and warrant that it is not located in, under the control of, or a national or resident of such country or any part of any list.

We reserve the right, in our sole discretion, to limit the availability of the Site or other Offerings to any person, geographic area or jurisdiction at any time.

## **17. APPLICABLE LAW AND TERRITORIAL JURISDICTION**

The laws of the State of California in the United States are relevant to this Agreement (without regard to the conflict of the principal laws of California that may cause the application of another jurisdiction) and shall not be specifically governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. Any dispute between you and us must be brought before the state or federal courts located



in Los Angeles County, California, within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause will be forever proscribed. You hereby agree and submit to the exclusive personal jurisdiction of the courts located in Los Angeles, California, for any cause of action relating to or arising out of this Agreement or this Site.

## **18. CONTACT US**

If you have any questions, comments or concerns about our Site, any Offer or this Agreement, you may contact us at:

**USA: 1 801 849 9025 • [cs.usa@vidafy.co](mailto:cs.usa@vidafy.co)**

**MEX: +52 55 4770 7385 • [cs.mex@vidafy.co](mailto:cs.mex@vidafy.co)**



**VIDAFY**

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