

Terms and Conditions

GENERAL

For the purposes hereof “Company’s” or “9 FORLIFE” shall mean 9 FORLIFE, LTD, 20-22 Wenlock Road, London, England, N1 7GU, Reg. no: 12483379 and all divisions thereof from time to time, and "the Customer" or "You" or "the Client" shall mean the party (whether a person, firm, company, organisation or other entity or body) to whom the relevant invoice is issued by Company’s or who otherwise contracts to acquire the relevant Products and/or Services from Company. The “Company’s Products” as well as "Products" shall mean any and all physical or digital products, data, files, goods, materials or other items supplied by Company to the Customer pursuant to any Contract and the “Services” shall mean any and all services provided by Company to the Customer pursuant to any Contract. These Terms and Conditions shall apply to the supply by the Company of both Products and Services except where the application to one or the other is specified (or where the context otherwise requires).

This Agreement sets forth the legal terms and conditions governing your use of this website (the "Site") and your purchase and/or use of any 9 FORLIFE goods, services (collectively referred to hereinafter as, "Offerings"). This Agreement also provides information on how to become a 9 FORLIFE Independent Distributor or 9 FORLIFE Preferred Member. 9 FORLIFE offers a number of different services through their respective website and software. The terms of this document govern your use of those services. Please read this document carefully.

Your use of the Site and all information, data, text, software, information, images, sounds or other materials contained therein, or your use or purchase of any other Offerings confirms your unconditional agreement to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement. If you do not agree to be bound by this Agreement, do not access or otherwise use the Site or participate in any of the Offerings.

These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Terms and Conditions.

This Agreement 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 subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

PLEASE READ THESE TERMS AND CONDITIONS, INCOME AND EARNING DISCLAIMER AND THE PRIVACY POLICY, LOCATED AT OUR WEBSITE, BEFORE USING THIS WEBSITE OR PURCHASING ANY PRODUCT OR SERVICES FROM 9 FORLIFE.

Effective from 31st March 2020

The information and features included in this Site are subject to change at any time without notice. By accessing or linking to this Site (to the extent linking is permissible), you assume the risk that the information on this Site may be changed or removed.

Company reserves the right at any time to:

Change the terms and conditions of this Agreement;

Enhance, add to, modify or discontinue the Site or other Offerings, or any portion of the Site or other Offerings, at any time in our sole discretion.

From time to time, we reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove, revise or otherwise change any portion of this Agreement, in whole or in part, at any time. If you provide information to us, access or use the Site or participate in any Offering in any way after this Agreement has been changed, you will be deemed to have read, understood and consented to and agreed to such changes. The most current version of this Agreement will be available on the Site and will supersede all previous versions of this Agreement.

You represent and warrant that you are eighteen (18) years of age or older.

Company's products, services and the business opportunity cannot be offered, shipped into or sold in any country outside of those countries that are previously authorised by Company's.

Company's products and services are sold through Company's network of Independent Distributors. To purchase Company's goods or services, you do not have to become a Distributor. Instead, you can purchase Company's products from a Distributor or become a Preferred Member. Either way, you have to be registered member in order to purchase the Company's products, services or participate in any program or giveaway of the Company.

If you provide information to the Site, you agree to provide accurate, current and complete information where requested and you agree to maintain and update such information as appropriate. We will use and maintain the personal information that we collect through the Site in accordance with our Privacy Policy.

When using any email address, provided to you on or through the Site or other Offerings, you agree to use such email address in accordance with all applicable laws and not to transmit to any person or entity:

- any content that violates the Community Guidelines set forth above with respect to the Client or a user that is unlawful, fraudulent, threatening, abusive, libellous, defamatory, vulgar, obscene, harmful, harassing, tortious, invasive of another's privacy, hateful, or is racially, ethnically or otherwise objectionable, or is subject to an agreement of confidentiality, or infringes upon our or any third party's intellectual property or other rights;
- any non-public information about any company;
- any trade secret; or
- any computer code, files or programs (for example, a computer virus) designed to interrupt, destroy, compromise the security or limit the functionality of any device.

The use of false headers in emails or falsifying, forging or altering the origin of any email in connection with Company and/or its products and services is prohibited.

If a person or entity indicates that they do not want to receive an email, you agree not to send email to such person or entity. If a person initially agrees to receive an email, but later asks to stop receiving email, you must abide by that request.

Company prohibits engaging in any of the foregoing activities, yourself or through the service of another provider, remailer service or otherwise.

This Site and all of the content it contains, or may in the future contain, including but not limited to articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, as well as the trademarks, copyrights, logos, domain names, code, trade names, service marks, patents and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (collectively, the "Material") are owned by or licensed to other authorised third parties or us and are protected from unauthorised use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties. Unless expressly permitted in writing by us, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part any of the Material. Nothing contained in this Agreement or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent of us or such third party that may own the Material or intellectual property displayed on the Site. **UNAUTHORISED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE MATERIAL IS STRICTLY PROHIBITED.** Any use of the Material other than as permitted by this Agreement will, subject to this Agreement, constitute a violation of this Agreement and may constitute copyright and/or patent infringement. You agree not to use the Material for any unlawful purposes and not to violate our rights or the rights of others. You agree not to interfere or permit any third party to interfere with the normal processes or use of the Site by other users, including without limitation by attempting to access administrative areas of the Site. You are advised that we will aggressively enforce our rights to the fullest extent of the law. We may add, change, discontinue, remove or suspend any of the Material at any time, without notice and liability. The company, our logo, and the name of the products produced marketed, sold or distributed by the Company, are trademarks and/or service marks of Company, or its affiliates. All other trademarks, service marks, and logos used on the Site or other Offerings are the trademarks, service marks or logos of their respective owners.

The Company has the right to initiate a giveaway program, such as but not limited to car giveaway program. The Company has the right to decide on the timeline of offering a giveaway and who has the right to participate in the certain giveaway, as well as the right to remove, suspend any or all giveaways at any time, without notice and liability. The Company has the right to issue vouchers for the members of the Company that, if issued, will be available on our website platform. You can, as a registered Client of the Company and as a registered Client—obtain the voucher for you or any third party that is a registered Client of the Company and for any additional information regarding vouchers, please contact the person that has referred you to us, only after you have contacted that person, you can contact us.

When purchasing physical products supplied by the Company, the Company will send those products to Client's address that the Client previously during process notified the Company about. In the case of inaccurate or incomplete addresses for the deliverance of products are provided to us, or there are unverified details with your order, it may delay processing by an additional period of time We encourage you to thoroughly review your shipping and every other information you have provided us with, before checking out to ensure any possible delays are avoided. Shipping addresses cannot be changed. We will only ship to the shipping address entered when the order was originally placed. The exact shipping options for your country will be presented during checkout.

The Client has the right, before purchasing physical products to notify the Company that he wants to pick up personally those purchased products from the Company's storage. If the Client chooses to pick up personally purchased physical products from the Company's storage, he could do that after 5 WORKING days starting from the date of the purchase of products.

Failure to pick-up of the products within 40 days starting from 5th WORKING day of the purchase, the Client will be obliged to pay the storage fee for every day that the Client failed to pick up products for which the Company has the right to issue the invoice. After expiry of 40 days, the storage fee will be equal to the price of the purchased goods, and the Client doesn't have the right for a refund or the product.

DELIVERANCE OF THE GOODS

1. For orders within the European Union:

Company's target is to deliver products to Clients within 10 WORKING days from the purchase date.

2. For orders outside European Union

The shipping, if possible, will be within 10 WORKING days from the purchase date. With sending the order and making a purchase with the Company, in accordance with these Terms and Conditions, you give your specific consent to different delivery time than the delivery for the EU based clients. Delivery times may vary due to circumstances beyond our control, including but not limited to a late shipment of the goods from Distributors to the Company, as well as different policies that may vary from country to country, courier services etc. Kindly note that some orders may have longer processing time. The Client will not hold Company liable for late deliverance of the goods that is beyond its control.

The Company is not responsible for any delays of the deliverance of the products that may occur and that are caused by other Company that is Distributor of the products, or courier service, or any other third party involved with the deliverance of the products. The Company is also not responsible for any additional charges for taxes or customs clearance, and our Clients must pay these in full. Customers are responsible for paying any applicable inbound duties, taxes and any other local fees which your local Customs authority deems appropriate. This fees, taxes and any other duties are paid to your local carrier or government and are not collected by us, and thus cannot be refunded. We ship international our products, where duties and taxes are unpaid, meaning that these fees are not included in the price of the goods you purchase from our website. The recipient must pay all applicable fees in order to receive the product. The Company has no control over these charges, and cannot predict what they might be, so please contact your local customs service. Occasionally products sell out, and we may need to cancel your order. If for any reason your item is unavailable, we will notify you.

MEMBERSHIP AND REGISTRATION

Certain areas of the Site may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site. The company has the right to do the due diligence of every Customer, on a daily basis, including but not limited to block, delete Customer's account, or ban on promoting website products, without any explanations or refunds.

If you register with the Site, you agree to accept responsibility, for all activities that occur under your account, email or password, if any and agree you will not sell, transfer or assign your membership, any membership rights or any Site issued email address or e-card/e-message functionality. You are responsible for maintaining the confidentiality of your password if any, and for restricting access to your computer so that others may not access the password-protected portion of the Site or your Site issued email account using your name in whole or in part. We may, in our sole discretion, and at any time, with or without notice, terminate your access and membership/s, for any reason/s or no reason at all.

COPYRIGHTS

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BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING 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 HEREBY EXPRESSLY WAIVE, AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Nothing in these Terms of Use limits, varies, diminishes, affects, or otherwise voids or alters your rights under law as they relate to limitations of liability or exculpation (including, but not limited to, limitations on indirect, incidental, special, exemplary, consequential or similar damages), dispute resolution, indemnification, venue or jurisdiction, statutes of limitation or repose periods for bringing claims, plain language requirements, representations and warranties of any type or nature (including, but not limited to, conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement), contract remedies, personal injury, tort and negligence claims, conditions of sale, fee-shifting provisions, waiver of attorney fees and/or costs, and copyright.

INDEMNIFICATION

BY USING THIS SITE, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD-PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, TAXES AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS 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 MEMBERSHIP OR DISTRIBUTORSHIP ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR OUR USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU,

AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY SUCH MATTER WITHOUT OUR WRITTEN CONSENT, SUBJECT TO THIS AGREEMENT.

The Company may pay you your commission, and that is final in regards to the Company and you as a registered member, Client, User, Customer, are solely responsible for any taxes, state fees, export, import fees that may occur from the purchasing the products from the Company as well as the promotions of the products and services of the Company, and for all those costs will not hold liable the Company. Also, the Company is only entitled to pay you your commission and is not entitled to pay you any income, earning tax or any tax or state or local fees that come from your commission in any country that the Client, Customer, User, you, member come from, live in or is the country where you are tax obliged. Users are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice or content available at this Site.

TERMINATION; MODIFICATION

We will determine, subject to this Agreement, your compliance with this Agreement in our sole discretion and our decision shall be final and binding. Any violation of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No waiver of any of this Agreement shall be of any force or effect unless made in writing and signed by a duly authorised officer of Company. We reserve the right to modify or discontinue this Site, or any portion thereof without notice to you or any third party. Upon termination of your membership, distributorship, or access to the Site, or demand by Company, you must destroy all materials obtained from this Site and all related documentation and all copies and installations thereof. You are advised that we will aggressively enforce our rights to the fullest extent of the law.

In case the Company stops doing business, which means the current business or starts doing any other business for whichever reason or the shareholders decide to liquidate the Company as limited company (winding up a company) the Company has the right to decide that it will no longer be cooperating with customers, suppliers, clients and agents of the Company and they will be notified via email. The email is considered delivered on the same day that the Company has sent that email. All the unpaid invoices or outstanding issues towards the Company, customers, suppliers, affiliates, distributors, members, clients, employees and agents agree that they will settle from the Company's assets, which includes Company's products. By accessing this Site and in contractual relation with the Company, customers agree with these terms and conditions. The company's owners, shareholders, employees, agents of the company will not be liable for any debts of the Company that may occur. All debts are going to be paid from the Company's assets.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. The section titles in this Agreement are for your convenience only and do not have any legal or contractual effect.

LAW

We operate the Site in the United Kingdom. Information contained on this Site may not be appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited. If you choose to access the Site or other Offerings from locations outside of the stated, you are responsible for compliance with local laws if, and to the extent that, such local laws are applicable.

All software used on the Site or other Offerings is subject to export controls. 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.

CHOICE OF LAW AND VENUE

The laws of the United Kingdom apply to this Agreement (without regard to United Kingdom's conflict of law principles that would cause the application of any other jurisdiction's laws) and will specifically not be 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 state courts located in London, UK, for any cause of action relating to or arising under this Agreement or the Site. You hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in London, UK, for any cause of action relating to or arising under this Agreement or the Site.