# **Website Terms of Use**

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# **Unicity's Monthly Subscription Program Policy!**

By joining our Unicity Monthly Subscription Program, you authorize Unicity to process and ship your orders monthly, charging the payment method of your choice. Here's a breakdown of how our program works:

# **Subscription Flow:**

- Monthly Shipments: After receiving your payment each month, we'll ship your order. We
  only accept credit card payments. Please note, shipments are initiated only after full
  payment. Generally, shipments are dispatched two days following payment
  confirmation.
- <u>Initial Subscription</u>: For new subscribers, your first order will be shipped within two days of receiving your subscription agreement. Thereafter, expect consistent monthly deliveries.
- <u>Delivery Timeline</u>: Typically, you will receive your subscription orders within three to five days from the date of shipment. All orders are subject to standard shipping and handling charges.

# **Subscription Management:**

 <u>Automatic Subscription</u>: Enjoy the ease of automatic monthly deliveries of your chosen products.

# • Modifying Your Subscription:

- Online: Make changes by logging into your Unicity account. For changes to be
  effective for the upcoming shipment, please adjust your subscription at least 5
  calendar days before your next scheduled shipment.
- Offline: Send a revised Subscription Agreement with "Modify" at the top to our Customer Service Department, at least 5 days before your next shipment.

# Canceling Your Subscription:

- Online: Cancel your subscription at any time by logging into your Unicity account and choosing the cancellation option.
- Offline: Send an email to <u>orders.ph@unicity.com</u>, requesting to cancel your active subscriptions at 5 business days prior to your next shipment. Please note, if the cancellation notice is received less than 5 business days before shipment, it may not prevent that month's shipment.

# **Subscription Order Cancellation Policy**

You have the right to return your subscription order within THREE (3) BUSINESS DAYS from the date you received the product, provided that the items are unopened, sealed, and in resellable conditions. You can return the order at your own expense at UNICITY PHILIPPINES INC. Ground Floor 8/10 Upper McKinley Building, Upper McKinley Road, McKinley Town Center, Taguig City, Metro Manila 1634. The refund will be processed within TEN (10) BUSINESS DAYS after the return order is received at the warehouse.

Please note that your refund may be subject to merchant's fee and/or processing fee, which is determined by your issuing bank's terms and conditions.

## **Product Refund Policy**

If you're not completely satisfied with your purchase, you can return any product to Unicity for a refund within sixty (60) days of purchase. Here's how:

- Return Process: To initiate a refund, please send the unused product back to Unicity in its
  original packaging. Include a signed letter stating the reason for your dissatisfaction and
  requesting a refund.
- Refund Issuance: Once we receive the returned product, a refund will be issued to your
  original payment method. The refund amount may be subject to merchant's fee and/or
  processing fee, which is determined by your issuing bank's terms and conditions.

- Adjustments for Referrals: If you earned credit from referring others to Unicity, and they
  return products, your credit balance may be adjusted accordingly. This means if
  someone you referred returns a product, the credit you earned for that referral may be
  deducted from your balance.
- Handling Credit Deficits: In cases where the deduction for returned products exceeds
  your current credit balance, future credits you earn will first offset this deficit. You'll be
  able to use additional credits only after the deficit is fully compensated.

# **Unicity Shipping Policy**

Unicity Philippines is committed to delivering our products to customers wherever they are in the country. Here's what you need to know about our shipping policies and options:

# • <u>1. Pick-up Taguig</u>

Address: UNICITY PHILIPPINES INC. Ground Floor 8/10 Upper McKinley Building, Upper McKinley Road, McKinley Town Center, Taguig City, Metro Manila 1634

# 2. Same day Delivery

- Applicable for Metro Manila areas only, except Caloocan, Malabon, Navotas,
   Valenzuela, and Novaliches.
- o Window Time: 9:00 AM 2:30 PM
- Not applicable during Sundays and Holidays.

# • 3. Promo Delivery

o All orders with at least 100 PV are free delivery within Metro Manila.

## 4. Standard Delivery

- o Subject to shipping calculator
- Metro Manila orders below 100 PV
- All provincial orders
- o Timeframe:
  - Metro Manila: 2-3 business days
  - Luzon: 5-7 business days
  - Visayas & Mindanao: 7-10 business days

## • 5. No Charge

- All orders with at least 500 PV or Php 50,000 are free delivery nationwide
- Shipping Rate Calculation: Unicity calculates shipping rates with a commitment to fairness and transparency. Our goal is to offer competitive pricing, closely mirroring the

rates of major carriers domestically and internationally. This alignment ensures that the shipping charges you see reflect the current and actual costs we incur. By adopting this approach, we aim to provide you with the most accurate and reasonable shipping costs, without any hidden fees or surprises

- <u>Tracking Your Order</u>: Once your order is dispatched, you'll receive a tracking number. This allows you to monitor the progress of your shipment and know exactly when to expect your Unicity products.
- <u>Customer Service Support</u>: Should you have any questions about shipping, or if you need
  assistance with your order, our dedicated customer service team is here to help. We can
  provide information on shipping options, assist with tracking, and help resolve any issues
  that may arise during the shipping process.

## **Member Terms & Conditions**

# Agreement between user and Unicity

Welcome to www.unicity.com and related web pages (collectively "the Site"), which is operated by Unicity International, Inc. and its affiliate companies (collectively "Unicity"). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

#### The Site is an e-commerce site

This site is intended to be used to browse content and make authorized purchases, and shall not be used for any other purpose.

#### **Privacy**

Your use of the Site is subject to the terms of Unicity's Privacy Policy, which can be found by clicking on the "Privacy" link at the bottom of the Site. The Privacy Policy contains information about Unicity's data collection and use. Please review it.

## **Electronic communications**

Visiting the Site or sending emails to Unicity constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on

the Site, satisfy any legal requirement that such communications be in writing.

#### Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Unicity is not responsible for third party access to your account that results from theft or misappropriation of your account information. Unicity and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Unicity does not knowingly collect, either online or offline, personal information from persons under the age of 13. If you are under 18, you may use the Site only with permission of a parent or guardian.

## **Product return policy**

Unicity stands behind its products by offering purchasers who are not Unicity Distributors a 100% money-back satisfaction guarantee. If, for any reason, within sixty days from your purchase date, you are dissatisfied with your Unicity product, Unicity will, upon your written request, issue to you a full purchase-price refund. To receive this refund, you must provide Unicity with a signed letter stating your reason for dissatisfaction and return all unused portions of the product, as well as the container. Thereafter you must provide a statement that you have received a full refund. This Guarantee applies to Members only and is not extended to Unicity Distributors. Except as provided above, Unicity products are sold without warranty of any kind, including the implied warranties of merchantability and fitness for a particular purpose. In no event will Unicity be liable for any direct, indirect, consequential or incidental damages arising out of the use of or inability to use Unicity products, even where Unicity has been advised of the possibility of such damages. Some jurisdictions may restrict or not allow the limitation of liability for consequential damages, so the above limitation may be limited. If you do not receive a complete refund within thirty (30) days of your written request, please contact the Unicity Distributor Compliance Department by e-mail at de@unicity.com.

**Disclaimer**. Refund may be subject to merchant's fee or/and processing fee, which is determined by your issuing bank's terms and conditions.

Purchasers who are Unicity Distributors may return Unicity products purchased through the Site in accordance with Unicity's Policies & Procedures for Distributors, which are available on the Site.

# Links to Third Party Sites/Third Party Services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Unicity and Unicity is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Unicity is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Unicity of the Linked Site or any association with its operators.

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# No unlawful or prohibited use of the Site and Unicity's intellectual property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Unicity that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Unicity or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You agree to not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Unicity content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Unicity and the content owner (if other than Unicity). You agree that you do not own nor acquire by use of the Site any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Unicity or our licensors except as expressly authorized by these Terms.

## **Third Party Accounts**

You may be able to connect your Unicity account to third party accounts (such as those for social media websites). By connecting your Unicity account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

#### International users

The Site is controlled, operated and administered by Unicity from our offices within the USA and offices in other locations around the world. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

#### **Indemnification**

You agree to indemnify, defend and hold harmless Unicity, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or any related services, any user postings made by you, your violation of any Terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Unicity reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Unicity in asserting any available defenses.

## **Liability Disclaimer**

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNICITY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL

DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF UNICITY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

# Termination/Access Restriction

Unicity reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this Agreement is governed by the laws of the State of Utah in the United Sates of America, without regard to the conflicts of laws provisions therein, and you hereby consent to arbitration in Utah County, State of Utah. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Unicity as a result of this Agreement or use of the Site. Unicity's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Unicity's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Unicity with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and Unicity with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Unicity with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial, arbitration, or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It

is the express wish of the parties that this Agreement and all related documents be written in English.

# **Changes to Terms**

Unicity reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Unicity encourages you to periodically review the Terms to stay informed of our updates.

#### **Contact Us**

Unicity welcomes your questions or comments regarding the Terms:

Email address: dc@unicity.com

Effective as of January 01, 2015

Updated: January 31, 2024