



## **Vemma Suite Terms of Service**

### **1. Introduction**

By subscribing to the Vemma Suite, a web-based marketing service (hereinafter referred to as “the Service”) the Customer accepts and agrees to use it in compliance with the Terms of Service stated below.

Whenever used in these Terms of Service, the following terms shall have the meaning defined hereinafter:

“Service Provider” shall stand for Vemma Europe Limited a company incorporated under the laws of Ireland and whose principal place of business is The Harbour, Kilcock, Co. Kildare, Ireland.

“Customer” shall refer to any natural person or entity that uses the Service.

“Content” shall denote all information such as data files, written text, music, audio files or other sounds, photographs, videos and other images sent, streamed, or transmitted within the Service.

“Conference” shall stand for conferences streamed through the Service;

“Conference Recipients” shall refer to any natural person or entity that participates in the Service and enters other Customers’ conferences;

“Vemma” shall stand for Vemma’s World Wide Web marketing business;

“Member” shall denote any person or entity who engages in Vemma’s network marketing business in any country or territory in the world;

“Vemma Customer” means any person or entity intending to purchase or purchasing Vemma products but not engaged in Vemma’s network marketing business.

By purchasing, accessing, installing or otherwise using the Service, the Customer agrees to be bound by this Agreement. The Customer should retain a copy of this Agreement for his/her records. If the Customer does not agree with the Terms of Service of this Agreement, he/she should not use the Service.

### **2. Service**

1. The Service Provider provides a web-based marketing service, herein referred as Vemma Suite. Vemma Suite includes seven tools: (a) Vemma Contact; (b) Vemma Media; (c) Vemma Meeting; (d) Vemma Address Book; (e) Vemma Finder; (f) Go! Vemma email; (g) Vemma Calendar.
2. Within the Service, the Service Provider offers the Customer three different accounts: (a) Vemma Suite Starter, (b) Vemma Suite Leader, or (c) Vemma Suite Elite; and the Customer is obliged to choose one of the account types during the registration process.
3. The Customer acknowledges and agrees that by subscribing to the chosen account type he/she receives only those functionalities which the Service Provider provides and which are stated herein. Within Vemma Suite Starter account the Customer is able to: (a) use Vemma Contact and open one personalized campaign; (b) use Vemma Address Book applications, add and process 50 unique contacts; (c) contact Vemma Members and others via Go! Vemma Email Account with storage space of up to 100 MB and with 3 unique @govemma.com email addresses; (d) gain access to Vemma Calendar. The Customer gives his/her explicit consent that Vemma Suite Leader account enables them to: (a) use Vemma Contact and stream 3 unique marketing campaigns; (b) use Vemma Address Book, add and process 200 contacts; (c) use Vemma Media functionalities to stream, send and transmit up to



50 pictures and 10 audio and/or video files; (d) contact Vemma Members and others via Go! Vemma Email Account with storage space of up to 250 MB and with 3 unique @govemma.com email addresses; (e) gain access to Vemma Calendar. By subscribing to Vemma Suite Elite account the Customer will receive all Vemma Suite functionalities: (a) Vemma Contact for creating and streaming unlimited marketing campaigns; (b) Address Book for collecting, organizing and managing Vemma business partners' details and private contacts; (c) Vemma Finder; (d) Vemma Media for streaming, sending and transmitting unlimited pictures and media files; (e) Vemma Meeting for organizing web based conferences with a maximum of 200 conference recipients; (f) Go! Vemma Email Account with storage space of up to 1 GB and with 5 unique @govemma.com email addresses; (g) access to Vemma Calendar.

4. In order to meet Customer expectations the Service Provider offers two payment plans for the Vemma Suite Service: (a) monthly subscription which includes set-up fee; and (b) an annual subscription.

### 3. Customer Obligations

1. The Service is provided to registered users, hereinafter referred to as "**the Customer**".
2. The Customer may choose their login details and password, hereinafter referred to as the "**login details**". The Customer is responsible for maintaining the secrecy of their login details.
3. On registering for the Service, the Customer agrees to:
  - a) fill out the registration form with current, complete, and accurate data;
  - b) maintain and promptly update this data on an ongoing basis, as completely and accurately as possible;
  - c) choose an account type and subscription plan;
  - d) pay in due time all the fees accrued to the use of the Service;
  - e) the Vemma Suite Terms of Service stated herein, as well as the [Anti-Spam Policy](#) and [Privacy Policy](#) or their amended versions and any other policy developed, published and formulated by the Service Provider;
  - f) act in accordance with [Vemma Policies and Procedures](#);
  - g) send, stream or transmit through the Service only such content that they have full rights to use and publish on the Internet;
  - h) send, stream or transmit through the Service only such content that does not infringe [Vemma Policies and Procedures](#);
  - i) conform to the rules relating to the use of electronic means of communication in force in the country of the Customer's residence, as well as the US laws and rules of the European Union including, but not limited to, the laws and regulations concerning sending out electronic messages, in particular commercial electronic messages (The CAN-SPAM Act of 2003, Controlling the Assault of Non-Solicited Pornography and Marketing Act) and processing of personal data.
4. Only a registered Vemma Member that has agreed to be bound by [Vemma Policies and Procedures](#) is permitted to subscribe to the Vemma Suite Service.



5. All Vemma Customers, as defined in Vemma Policies and Procedures, accept and agree that by subscribing to Vemma Suite Service their Vemma status shall be upgraded to Membership.
6. All actions and omissions related to the Vemma Suite Service are in compliance and in accordance with [Vemma Policies and Procedures](#).
7. Vemma Membership and all transactions concerning Vemma Products are governed by and concluded according to Vemma's Policies and Procedures, not by these Terms of Service. To become a Vemma Member and/or to buy Vemma Products the Customer should accept and agree to Vemma Policies and Procedures and other regulations provided by Vemma.
8. The Customer should represent that they either act as a consumer or conduct a business activity and use the Service for the purposes of such business. The Customer is solely responsible for the contents of their representation and all results of any misrepresentation in that matter.
9. The Customer gives their express consent to receive commercial information about products and services of the Service Provider.
10. Upon subscription to the Service, the Customer expressly agrees to receive invoices issued by the Service Provider by electronic means of communication.
11. The Customer gives their expressed consent that in any case the size of the single stream uploaded into the Customer Vemma Media account is up to 100 MB.
12. The amount of storage space provided to the Customer within Go! Vemma Email shall differ as follows: for the Starter Account to the amount of 100 MB, for the Leader Account up to 250 MB, and the Elite Account up to 1 GB.
13. The Customer realizes that they are solely responsible for the content sent, streamed or transmitted by means of the Service.
14. The Customer commits, without reservation to ensuring due application of the Anti-Spam Policy and appropriate law provisions regarding the processing of email addresses and other personal data. Without any limitations, the Customer is particularly obliged not to send unsolicited messages ("spam"). The Customer realizes that they are solely responsible for any actions or omissions related to the processing of personal data within the Service.
15. All the content sent, streamed or transmitted through the Service is submitted to recipients by the Customer, not by the Service Provider. Any and all communication through the Service is sent, streamed or transmitted between the Customer and their recipients. As a result, even though a certain recipient may have opted out from receiving communications from the Service Provider, such a recipient may receive certain Service-related emails sent by the Customer. In addition, if applicable, the Service Provider may send announcements and/or emails to the Customer's recipient in their name, as the Customer's agent, and at the Customer's request on their behalf. The Customer is solely responsible for such emails and the contents thereof.
16. The Customer is solely responsible for notifying all Vemma Meeting conference recipients that the personal data and information disclosed during the conference can be transmitted to other recipients and third parties. The Customer undertakes to inform conference recipients that the use of the Service is subject to the Terms of Service, Privacy Policy and Anti-Spam Policy herein.
17. The Customer expressly agrees that use of the Service is at their sole risk and accepts the fact that the Service is provided on an "as is" basis, without guarantees of any kind.
18. The Customer must provide accurate and true registration contact details and is required to maintain and promptly update this data so that it remains as current, complete and accurate



as possible. The Service Provider reserves the right to suspend and terminate the Customer's account and refuse any and all current or future use of the Service, should the Customer

provide any information that is untrue, not current, inappropriate or incomplete; or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete.

19. The Customer may not use any hardware or software intended to damage or interfere with the proper and timely functioning of the Service, or to surreptitiously intercept any system, data or personal information from the Service nor any website owned or controlled by the Service Provider.
20. The Customer may not take any action that imposes an unreasonable or disproportionately large load on the website network or other Service Provider service infrastructure.
21. The Service Provider reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel placed orders at its sole discretion. The Service Provider reserves the right to refuse with immediate effect any and all current or future use of the Service to the Customer who intentionally or maliciously evades the obligations stated in this Terms of Service and Anti Spam Policy or arising from custom and other best practices of conduct on the Internet.
22. The Service Provider reserves the right to issue a warning should the Customer be found spamming or using the Service for any abusive or illegal practices. Appropriate action, such as disabling the Customer's account, terminating the Service, and/or reporting the Customer and the incident to the appropriate authorities shall be taken immediately should the Customer appear to perform or be performing such practices, despite the explicit warning.

#### **4. Abusive and Illegal Practices**

1. The Customer is not allowed to use the Service to send, stream or transmit any material or content that, intentionally or unintentionally, violates any applicable local, state, national or international laws, or any rules or regulations promulgated hereinafter, or any copyrights or any other rights of a third party. The Customer is not allowed to use the Service in violation of [Vemma Policies and Procedures](#),
2. The Customer agrees that the use of the Service is subject to all applicable national, international, state, and local laws, as well as any and all applicable regulations, including the Terms of Service. Furthermore, the Customer agrees that, as far as their business practices are concerned, they shall not send, stream, transmit, disclose, engage and/or offer to sell any goods or services that:
  - a) are unlawful, threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another person's privacy, tortuous, or otherwise violate the Service Provider's rules or policies;
  - b) victimize, harass, degrade, or intimidate an individual or a group of individuals on the basis of religion, politics option, gender, sexual orientation, race, ethnicity, age, or disability;
  - c) associate any content streamed through the Service with pornography, adult-related material, child pornography, bigotry, racism, hatred, profanity, mail fraud, or any material which may be insulting to another person or a company;
  - d) infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party, including, but not limited to, unauthorized copying and posting of pictures, logos, software, articles, musical works and videos;
  - e) contain harmful content, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancel bots, spy-ware, or any other files, software programs, or technology that is

designed or intended to disrupt, damage, surreptitiously intercept or expropriate services or any system, program, data or personal information, or limit the functioning of any software,

hardware or equipment, or to damage or obtain unauthorized access to any data or other information of any third party;

- f) impersonate any person or entity, including any of our employees or representatives;
- g) violate any law, statute, ordinance, or regulation including, without limitation, those governing consumer protection, Internet tobacco sales, unfair competition, antidiscrimination or false advertising;
- h) offer or disseminate fraudulent goods, services, schemes, or promotions (e.g. make-money-fast schemes, chain letters, pyramid schemes) or engage in any unfair deceptive act or practice;
- i) are associated with any form of gambling or lottery-type services;
- j) are associated with any form of adult, sexually oriented, or obscene materials or services, including, without limitation, any material clearly designed to sexually arouse the viewer/reader (e.g. books, text, photos, videos, X-rated movies, pornographic materials, etc.), any materials which require individuals to be eighteen (18) or older to view or purchase those materials, escort services, and adult websites;
- k) are associated with the sale of:
  - (i) any controlled drug that requires a prescription from a licensed practitioner; or
  - (ii) any over-the-counter drug, or
  - (iii) nonprescription drugs;
- l) are associated with illegal telecommunications or cable television equipment, such as access cards, access card programmers and unloopers, cable descramblers or filters;
- m) are associated with weapons of any kind and related items, including firearms, firearm parts and magazines, ammunition, BB and pellet guns, tear gas, stun guns, switchblade knives and martial arts weapons;
- n) market for:
  - (i) nicotine, nicotine products, products imitating nicotine products, symbols related to smoking or nicotine;
  - (ii) alcohol of any kind;
  - (iii) drugs of any kind, products related to drugs, symbols related to drugs, the use of drugs of any kind;
  - (iv) medical services, medical aid, medical assistance, medicines;
  - (v) video lotteries, cylindrical games, card games, dicing, and automated games;
- o) use the Service to call on minors directly to purchase products or services;
- p) encourage minors to influence their parents or other persons with an aim of compelling them to buy products or services marketed through the Service;
- q) take advantage of minors' inexperience and credulity; exploit the special trust minors have in their parents, teachers or other persons;
- r) unreasonably show minors in dangerous situations, or;
- s) use the Service to affect the subconscious of a recipient;
- t) add, remove or modify the identifying header information, in an attempt to deceive or mislead the recipient;

- (u) attempt to impersonate any person or service by using forged headers or other identifying information such as name, nickname, domain name, or email address. The use of anonymous re-mailers or nicknames does not constitute impersonation;
3. The Customer acknowledges and agrees that in connection with the Service he is not allowed to collect and process any sensitive personal information with reference to the person's physical, mental, physiological, economic, cultural or social characteristics, relations and associations especially:
- a) data revealing details of family life;
  - b) data revealing an application for the provision of social assistance or social services;
  - c) data revealing mental or physical suffering endured by a person;
  - d) data collected on a person during the process of taxation, except data concerning tax arrears.
  - e) data revealing political opinions or religious or philosophical beliefs, except data relating to being a member of a legal entity in private law registered pursuant to the procedure provided by law;
  - f) data revealing ethnic or racial origin;
  - g) data relating to state of health or disability;
  - h) data relating to genetic information;
  - i) data relating to sexual life;
  - j) data concerning membership in trade unions;
  - k) information collected in criminal proceedings or in other proceedings to ascertain an offence before a public court session or before a judgment is made in a matter concerning an offence, or if this is necessary in order to protect public morality or the family and private life of persons, or where the interests of a minor, a victim, a witness or justice so require.
4. The foregoing list is non-exhaustive of prohibited goods and services.

## **5. Vemma Suite Content**

1. The Customer may upload content to the Service account, in connection with their use of the Service.
2. The Service Provider does not claim ownership of any content sent, streamed and/or transmitted through the Vemma Suite Service, and the Customer retains all right, title, and interest in and title to their account's content.
3. To ensure the highest quality of services, the Service Provider shall verify, endorse and accept all Vemma Suite content and has the exclusive right, at its sole discretion, not to allow the sending, streaming and/or transmitting of any information, data files, written text, music, audio files or other sounds, photographs, videos or other images by the Customer.
4. Unless otherwise set forth in the Terms of Service, the Service Provider does not store any content, except as necessary for the Service Provider to perform the Service.
5. The Service Provider has no responsibility or liability for the deletion or accuracy of content, the failure to store, transmit or receive transmission of content (whether or not processed by



the Service), or the security, privacy, storage, or transmission of other communications originating from or involving the use of the Service.

6. Certain features of the Service enable the Customer to specify the level at which the Service restricts access to their content. The Customer is solely responsible for applying the appropriate level of access to their content.
7. The Customer declares and warrants that:
  - a) they are the owner, licensor, or authorized user of all content; and
  - b) they will not upload, record, publish, post, link to, or otherwise transmit or distribute content that:
    - (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities;
    - (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Service Provider, or any rights of publicity or privacy of any party;
    - (iii) attempts to mislead others about the Customer's identity or the origin of a message or other communication, or is an impersonation or other misrepresentation of the Customer's affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate;
    - (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity;
    - (v) is harmful to minors;
    - (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or
    - (vii) violates any law, statute, ordinance, or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).
    - (viii) violates any of the [Vemma Policy and Procedures](#) provisions.
8. The Service Provider's personnel will not access, view, or listen to any content, except as reasonably necessary to perform the Service in a legitimate way, including, but not limited to, the following:
  - a) responding to Customer Support requests;
  - b) detecting, preventing, or otherwise addressing fraud, security, or technical issues;
  - c) as deemed necessary or advisable by the Service Provider in good faith, conforming to legal requirements or complying with legal processes; or
  - d) enforcing the Terms and Conditions of this Agreement, as well as the provisions of Vemma Policies and Procedures, including the investigation of potential violations hereof, as further described in Section 6 (Vemma Suite Content Inquiries).

## **6. Vemma Suite Content Inquiries**

1. The Service Provider declares generally not to monitor the Customer's activity occurring in connection with the Service, as long as it is consistent with applicable laws, the Terms and Conditions of this Agreement, the Privacy Policy and Anti-Spam Policy.
2. Should the Service Provider become aware, however, of any possible violations of these Terms of Service by the Customer, the Service Provider reserves the right to investigate such violations, and may, at its sole discretion, immediately terminate the Customer's license to use

the Services and may also change, alter or remove an account's content, in whole or in part, without prior notice to the Customer.

3. If any criminal activity has occurred, the Service Provider reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities.
4. The Service Provider is entitled, except to the extent prohibited by applicable law, to disclose any information, including information about the Customer, in the Service Provider's possession in connection with their use of the Service, to law enforcement or other government officials, as the Service Provider in its sole discretion believes to be necessary or appropriate.
5. The Customer agrees unconditionally to indemnify and hold the Service Provider harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from the Customer's content, the content of participants, and the Customer's or any participant's use of the Service.

## **7. Payments**

1. The Customer is obliged to pay in due time all fees for the use of the Service according to the chosen payment scheme.
2. The subscription payment includes the down-payment fee for the subscription to the Service account of a chosen type.
3. Access to the Service shall be provided to the Customer for a certain period of time, according to the chosen subscription plan, upon receiving the subscription payment.
4. The Customer agrees to pay recurring fees for the subscription, per the subscription plan. The recurring fee, deducted automatically, is based on the price list which is presented on the [vemmasuite.com](http://vemmasuite.com) website. The recurring payment of the actual amount for a chosen scheme will be issued on the first day after the expiration date of the subscription (hereinafter referred to as the "recurring date"). If the recurring is unsuccessful at that point, the Service Provider will retry to complete the payment in the following days and, if the completion of the transaction is unsuccessful, will terminate the Service.
5. The Customer acknowledges and agrees that fees for the use of the Service do not include any additional third party costs, including phone call costs charged by the phone operator.
6. Where appropriate, tax on goods and services (VAT) shall be added to the payment price in accordance with currently effective rates. Upon receipt of each payment, the Service Provider will issue an invoice for the Service within 30 days. The Customer expressly agrees to receive invoices issued by the Service Provider by electronic means of communication.
7. The Customer may change the subscription plan for the next subscription period without any charges. The Customer may also change the subscription plan during the subscription period. In such a case, the down-payment made will be re-calculated proportionately to the period in which the Customer used the Service according to the paid subscription period.
8. Bonus amounts representing the difference between the amount of the down-payment and the recalculated payment shall be kept by the Service Provider on account of the following fees due to the Service Provider.
9. Upon receiving payment, the Service Provider will send an email to the Customer, containing a payment confirmation receipt and an invoice.
10. The Service Provider reserves at its sole discretion the right to change the fees for the Service subscription. The actual fees and prices are available here: [Vemma Suite website](#).



11. The Customer hereby gives their consent to be charged the Vemma Suite Service payment by the new Service provider upon the rights and duties stated in the agreement being transferred respectively.

## **8. Technical Requirements**

1. The Service Provider asserts that the Vemma Suite Service will operate on Windows 95/98/NT/2000/Me/XP and/or on OS X 10.4 i 10.5 platform with the latest version of Internet Explorer or Mozilla Firefox with plug-ins that allow Flash technology. The Customer acknowledges and agrees that some desktop sharing options can be unavailable while using other systems than the Windows system.
2. Upon uploading content to the Service, including but not limited to, uploading music, audio files or other sounds, photographs, videos or other images to the Vemma Media Service, its format may be adjusted to the requirements of the Service. Such an adjustment might influence the video quality or other file features.
3. The Customer expressly consents that the quality of streamed music, audio files or other sounds, photographs, videos or other images might differ from the quality of the original files.
4. The Service Provider guarantees, and the Customer recognizes, that the Service will work properly if the Customer has a camera and/or a microphone that is recognized by the Customer's computer and the Customer's browser Flash plug-in and is not used by another application.

## **9. Customer Support Service**

1. The Service Provider provides Email Support for Customers.
2. The Customer may address all questions, doubts, and report errors via email to the Vemma Suite Customer Support Department at: [support@cs.vemmasuite.com](mailto:support@cs.vemmasuite.com). The Customer should provide the account name and their name. The Service Provider does not investigate or take any action based on "anonymous" support requests.
3. The Service Provider confirms that a response shall take place within two business days after receiving a request from the Customer.

## **10. Complaint Procedure**

1. The Customer is requested to submit their complaint to the Customer Support Department at: [support@cs.vemmasuite.com](mailto:support@cs.vemmasuite.com).
2. Upon complaint, the Customer should provide the account name and their name.
3. The Service Provider does not investigate or take any action based on "anonymous" complaints.
4. The Customer Support Department will investigate the problem as soon as possible and advise the Customer how the issue will be or has been processed.
5. The Customer has the right to be advised about the processing status of their issue.
6. Should any problem with the Service occur, the Service Provider commits to undertaking all measures to solve it as soon as feasible.



## 11. Anti-Spam Policy

The Service Provider constitutes the Anti-Spam Policy as an inherent part of this Terms of Service. The Customer or any third party working on behalf of the Customer must not use the Service and/or the name of the Service Provider or any of the trademarks of the Service Provider to transmit, distribute or deliver any unsolicited and unwanted e-mail correspondence.

## 12. Copyrights and Trademarks

1. All content included on the Vemma Suite website, such as text, graphics, logos, button icons, images, audio clips and software, is the property of Implix and Vemma Europe has the full right to use and enforce it. All rights stated above are protected by Polish, U.S. and international copyright laws. No part of this website may be reproduced or transmitted in any form or by any means without express written consent from the authors.
2. Vemma Suite®, is trademark of Implix and Vemma Europe has the full right to use and enforce it. Vemma Europe® is trademark of Vemma Europe.
3. Trademarks of Implix and Vemma Europe may not be used in conjunction with other companies' products or services, in any manner that may cause confusion among customers and potential customers, or in any manner that discredits Vemma Europe and/or Implix, its products and services.

## 13. Privacy

1. The Service Provider incorporates the [Privacy Policy](#) as an inherent part of this Terms of Service.
2. The Service Provider will never use the information about the Customer, or their customers, that is collected within the Service to send any unsolicited messages or information, nor share it with or sell to anyone else for such use, according to the Privacy Policy.
3. To perform the Agreement, the Service Provider shall collect personal information, such as, but not limited to: (i) the Customer's first name, (ii) last name, (iii) address, (iv) "VID", confidential Vemma Identification Number; (v) identification numbers, such as tax identification number, (vi) phone number, (vii) email address, which is not otherwise publicly available.
4. The Service Provider will keep the personal data given by the Customer as long as required in order to perform their obligations under this Agreement.
5. The Customer recognizes that they are the controller of all personal data given to the Service Provider to process. The Service Provider shall be responsible for ensuring sufficient security measures and for processing personal data given by the Customer.
6. The Customer shall have sole responsibility for any and all information used and submitted in connection with the Service. The Service Provider shall have no responsibility thereto. The Customer shall comply with all data protection and privacy laws and rules applicable to third party information. The Customer shall defend, indemnify, and hold the Service Provider harmless from any claim, suit or proceeding brought against the Service Provider by third parties in connection with any acts or omissions with regards to such information.
7. The Customer may refer their clients to the Service Provider Privacy Policy. The Service Provider accepts no responsibility for the Customer's privacy policies and for processing their personal data by the Customer.



8. The Customer agrees and acknowledges that information collected through the Service or in connection with the Service may be transferred across national boundaries and stored and processed in any of the countries around the world in which Vemma Europe performs business activity, including the United States.
9. Unless it is required to do so by law, the Service Provider will not provide any Customer's personal data to third parties other than its employees, affiliates or contractors to the extent such as is required in order to perform the Service for the Customer.

#### **14. Right to Withdraw**

1. The Customer has a period of 30 days in which to withdraw from ordering the Service without penalty and without obligation to give any reason. In order to exercise this right to withdraw, the Customer must send an email with a cancellation request to the Service Provider Billing Department at: [billing@cs.vemmasuite.com](mailto:billing@cs.vemmasuite.com)
2. The Service Provider is obliged to reimburse the total sum paid by the Customer free of charge. Such a reimbursement will be carried out by the Service Provider as soon as possible. The withdrawal policy is applicable to every single Service type: (i) Vemma Suite Starter, (ii) Vemma Suite Leader, (iii) Vemma Suite Elite.
3. The Customer's right to withdraw can be exercised within the first 30 days after submitting the Order Form. After the period of 30 days, the Customer shall not be entitled to any partial or whole reimbursement of any fees or payments already paid or due according to Section 7 of these Terms of Service.

#### **15. Termination of Service**

1. The Customer may terminate the Service at any time with effect from the day on which the paid subscription has expired.
2. Unless expressly or explicitly mentioned in these Terms of Service, the Customer shall not be entitled to any partial or whole reimbursement of any fees or payments already paid or due, according to Section 7 of these Terms of Service.
3. If the Customer wants to terminate the Service, they are required to send a cancellation request to the Billing Department at: [billing@cs.vemmasuite.com](mailto:billing@cs.vemmasuite.com) and provide at least the account name and the email address, no later than two business days prior to the recurring date.
4. The Service Provider reserves at its sole discretion the right to terminate the Service in the event of not receiving a due payment or a recurring payment.
5. The Service Provider reserves at its sole discretion the right to instantly terminate the Service in the event that: (i) the Customer is found to be using the Service Provider services for spam activities, or (ii) of other abusive or illegal practices, as mentioned in Sections 3, 4, 5 above, or (iii) the Customer does not conform to any of their obligations as referred to in Section 3 above.
6. The Service Provider reserves at its sole discretion the right to terminate the Service in the event of receiving an independent verification that the Customer provided grossly inaccurate, unreliable or false registrant contact details, or failed to keep such contact details up to date.
7. In any of the aforementioned instances, the Service will be terminated with immediate effect. Any down-payment made for the Customer will not be re-calculated. The Customer shall not have any right for reimbursement of the sum paid nor any part of such a sum. The Service Provider will not perform any recalculation of the down-payment amounts.



8. Providing comprehensive Vemma Suite Service features is possible only to registered Vemma Members. Since the Customer is no longer a Vemma Member the use of Vemma Suite

Service shall be limited and the Service Provider has the right to terminate and/or decrease some Service abilities. After terminating the Vemma Membership the following functionalities shall be no longer available: (a) the Customer shall no longer have an ability to send broadcast messages to Vemma downline via Vemma Contact, where downline means Vemma Member business partner contact details; (b) the Customer shall no longer have an ability to view and process their downline members contact details through Vemma Address Book; (c) no Vemma Members will have an ability to participate in Customer conferences and the Customer will be unable to send conference invitations to Vemma Members; (d) Vemma Finder features shall be disabled.

## **16. Disclaimer of Warranties and Limitation of Liabilities**

1. THE SERVICE PROVIDER DOES NOT WARRANT FOR THE WEBSITE AND THE SERVICE IT IS PROVIDING. THE SERVICE PROVIDER DISCLAIMS ANY WARRANTY OF TITLE MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE AND THE WEBSITE ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED.
2. For breach or default by the Service Provider of any of the provisions of these Terms of Service, the Service Provider's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, and including the furnishing, the failure to furnish or the quality of any Service, shall in no event exceed the aggregate amount paid by the Customer for the Service that is the subject of the claim in one month immediately preceding the date the Customer notifies the Service Provider of such a claim, or in the aggregate, in respect of all claims under or related to the Services provided by the Service Provider to the Customer.
3. IN NO EVENT WILL THE SERVICE PROVIDER NOR ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS OR SUPPLIERS BE LIABLE FOR LOSSES OR DAMAGES HEREUNDER OR UNDER ANY SERVICES SCHEDULE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE (EVEN IF THE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH A LOSS) INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND OR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PERSON RESULTING FROM OR ARISING IN ANY CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, ANY SERVICES SCHEDULE OR ANY OBLIGATION HEREUNDER OR THEREUNDER (INCLUDING THE SERVICES), HOWSOEVER CAUSED (INCLUDING BREACH OF A WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY LEGAL, STATUTORY OR EQUITABLE CAUSE OF ACTION). THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR CLAIM BY THE CUSTOMER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT.
4. The Service Provider shall not be responsible or liable for any loss, damage or inconvenience suffered by the Customer or by any third person, to the extent that such a loss, damage or inconvenience is caused by the failure of the Customer to comply with their obligations under these Terms of Service.
5. The Service Provider is not responsible for any delay or failure in performance due to Force Majeure or other occurrences that are beyond the Service Provider's reasonable control. The Service Provider is not responsible for short, temporary and accidental suspension of the



Service, as the result of circumstances which the Service Provider could not foresee or suspect.

6. The Customer recognizes that the Service Provider does not own or control other networks, information and systems outside of its own network, nor is the Service Provider responsible for performance or non-performance within such networks. The Service Provider exercises no control over and specifically denies any responsibility for the content, information, accuracy or quality of the information and/or data passing through its network or the Service provided.
7. The Service Provider may, at its sole discretion and without liability, change or modify the features and functionalities of the Service or modify or replace any provided equipment or software used to deliver the Service provided that this does not have a material adverse effect on the Service.
8. The Service Provider may perform scheduled or emergency maintenance (including temporary suspension of the Service if necessary) to maintain or modify the Service without previous notice given to the Customer. The Service Provider will give the Customer such notice of the maintenance as is reasonably practicable in the circumstances, provided that, in the event of scheduled maintenance that would last for more than one day, the Service Provider will use reasonable efforts to give the Customer at least one day's notice. Scheduled maintenance will be carried out with an aim to minimize business interruption.
12. The Customer acknowledges that the use of the Service is at their sole risk and Vemma Europe is in no way responsible for the conduct of the Customer and/or the content streamed, sent and/or transmitted through the Vemma Suite Service.
13. The Customer hereby indemnifies, and holds harmless, the Service Provider and its officers, directors, employees and agents from and against all claims, proceedings, liabilities, actions, suits, judgements and orders for any indirect, incidental, special, punitive or consequential damage to any person or entity resulting from the use or misuse of the Service, including but not limited to the wilful misconduct or negligent acts or omissions of the Customer or the Customer's officers, agents, employees or subcontractors. The Service Provider shall notify the Customer as soon as reasonably practical of any such claim, demand or cause of action for which the Service Provider will require such indemnification from the Customer. The Service Provider will provide the Customer with reasonable information and assistance to defend such a claim, demand, or cause of action.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CUSTOMER. THIS WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS AND HE/SHE MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

## **17. Final Provisions**

The illegality, invalidity or unenforceability of any provision of these Terms of Service shall not affect the legality, validity and enforceability of any other provisions hereof.

It is also understood and agreed by the parties that if any provision of this Agreement is prohibited or is unenforceable under the law of any government having jurisdiction, (i) such invalid or unenforceable provision will be modified to the extent necessary to render it valid and enforceable without altering its intent, or (ii) if such modification is not possible, these Terms of Service will be construed as if such invalid or unenforceable provision had never been contained in these Terms of Service.

The Service Provider reserves the right to modify, add or delete any documents, information, graphics or other content appearing on or in connection with the VemmaSuite.com website, including these Terms of Service, at any time without prior notice. The Customer agrees that their continued use of the Service after such an update will constitute their acceptance of and agreement to be bound by the



updated Terms of Service. The most current version of the Terms of Service is available at any time at [http://www.vemmasuite.com/doc/Terms\\_of\\_Service.pdf](http://www.vemmasuite.com/doc/Terms_of_Service.pdf).

This Service shall be interpreted and construed according to, and governed by, the laws of the Republic of Poland, excluding any such laws that might direct the application of the laws of another jurisdiction. The Polish Court shall be the governing jurisdiction.