



Terms of Use – Vitalmag

WEB SITE USE TERMS & CONDITIONS

Vitalmag reserves the right to change these terms and conditions at any time, and you agree that each visit you make to Vitalmag 's Web Site shall be subject to the current terms and conditions as published on our website at [http:// www.vitalmag.eu/](http://www.vitalmag.eu/) and on this page.

General Terms of Use

By accessing Vitalmag's Web Site, you are agreeing to be bound by these Web Site Use Terms & Conditions and all applicable laws and regulations, and you agree that you are solely responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use this site. Any claim relating to Vitalmag Site shall be governed by the laws of England, Northern Ireland, Scotland and Wales. The materials contained in Vitalmag's Web Site are protected by applicable copyright and trade mark laws.

No Endorsement of Third Party Content

Vitalmag's Web Site contains links to and frames of sites that are not maintained by Vitalmag. Vitalmag is not responsible for the content of those sites and cannot guarantee that those sites will not change without our knowledge. The inclusion of such links and frames in Vitalmag's Web Site does not imply endorsement of such sites or any content, information, material, products or services provided on such sites.

Disclaimer and Limitation of Liability

THE MATERIALS AND INFORMATION CONTAINED ON VITALMAG'S WEB SITE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH VITALMAG'S WEB SITE AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXPECTATION OF PRIVACY OR NON-INFRINGEMENT. In no event shall Vitalmag or its service providers, affiliates, associates, subsidiaries or partners be liable for any damages, including, without limitation, damages for loss of data or profit, or due to business interruption, arising out of the use of or inability to use the materials contained on Vitalmag's Web Site, even if Vitalmag has been notified of the possibility of such damage. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This disclaimer of liability applies to any

damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

Limited License

Vitalmag hereby grants you a limited license to view on your computer, print, download and use any content made available on Vitalmag's Web Site for which a fee is not charged, for non-commercial, personal, or educational purposes only, provided that you do not modify any such content, and that you include with and display on each copy of such content all applicable notices, including a copyright notice, the URL of the document and this limited license. No other use is permitted.

Without limiting the generality of the foregoing you may not make any commercial use of such content, either alone or in or with any product which you distribute, or copy or host such content on your or any other person's web site or FTP server. Nothing contained in this limited license shall be deemed as conferring any right in any copyright, trade mark, trade name or other proprietary property of Vitalmag or any other party who owns or has proprietary rights to the content, information and materials provided on Vitalmag's Web Site.

Preservation of Intellectual Property Rights

All material on this site, including, but not limited to images, illustrations and multimedia materials, is protected by copyrights which are owned and controlled by Vitalmag or by other parties that have licensed their material to Vitalmag. Material from this Web Site or from any other web site owned, operated, licensed or controlled by Vitalmag may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Modification of the materials or use of the materials for any other purpose is a violation of the copyrights and other proprietary rights held by the respective providers thereof. The use of any such material on any other web site, ftp server or network environment is prohibited.

Changes and Improvements

Vitalmag may make changes, improvements, alterations or amendments in and to the products, services, information and materials contained on Vitalmag's Web Site, including the terms and conditions of your use of this Web Site, without liability.

Jurisdictional Issues

Due to the nature of the Internet, it is not possible for Vitalmag to restrict access to its web site only to those jurisdictions in which it does business. Some of all of the products and services offered on this web site may not be eligible for solicitation in your jurisdiction. If you are accessing this web site from such a jurisdiction, you should not consider anything on this site as an offer to sell or as a solicitation to the public to purchase any product or service from Vitalmag. This site is for use only by persons residing in jurisdictions where such products and services may legally be sold.

Vitalmag offers services and programs in many parts of the world. The web site may refer to certain services or programs that are not available worldwide. Without specifically limiting the offers made on this web site, reference to such services or programs does not imply that Vitalmag intends to offer such service or programs in all countries or locations.

This site is controlled and operated by Vitalmag from its office in England. Vitalmag makes no representation that any of the materials contained in Vitalmag's web site are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

This agreement shall be governed by and construed in accordance with the laws of laws of England, Northern Ireland, Scotland and Wales, and the parties hereby attorn to the laws of England, Northern Ireland, Scotland and Wales. Any provisions of this agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement. This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Privacy

Vitalmag appreciates and respects the privacy concerns of the visitors to its web site. As a general policy, no personal information is automatically collected by Vitalmag from customers visiting this web site. However, certain information is recorded as a matter of course by Vitalmag's servers in order to track the number of visitors to the web site and to help provide an enhanced online experience for the visitor. The type of information tracked by our servers includes the browser and operating system in use by the visitor and the domain name of the visitor's Internet service Vitalmag. Collecting this information allows Vitalmag to optimize the visitor's web site experience. E-mail addresses and other personally identifiable data about visitors to this site are known to Vitalmag only if and when voluntarily submitted by the visitor. All personal information

collected by Vitalmag is retained by Vitalmag and not sold or otherwise provided to third parties. Vitalmag sometimes uses email addresses and other personally identifiable information to communicate with visitors who have provided Vitalmag with their email addresses for specific purposes such as receiving newsletters or other information. Each newsletter will also contain instructions on how to discontinue receipt of the newsletter.

Some of Vitalmag's web pages place a "cookie" in the browser files of a visitor's computer. The cookie itself does not contain any personal information. Although cookies enable Vitalmag to relate a visitor's use of Vitalmag's site to information that the visitor has specifically and knowingly provided, Vitalmag does not do so for any sites specifically designed for and aimed at children. Vitalmag believes that parents should supervise their children's online activities and should consider using parental control tools available from online services and software manufacturers that help provide a kid-friendly online environment. These tools can also prevent children from disclosing online any personal information without parental permission.

Merchant Web Site User Agreement

You (the "User") must comply with the terms and conditions set out in this agreement (the "User Agreement") in your use of this web site and the purchase of any products and services provided on this web site by Vitalmag (the "Merchant"). The terms and conditions set out in this User Agreement supersede any policies described in any other literature posted online or otherwise published by the Merchant.

1. Prices and Payment

(a) The User understands that he/she will have to provide credit card or other payment information (the "Information") to the Merchant in order to be able to purchase or license products and services provided on this web site. The User represents that the Information provided shall be accurate and complete. The manufacturers or owners of the products and services provided on the Merchant's web site (the "Owners") will use the Information to charge the User for any products or services purchased or licensed from this web site.

(b) The Merchant reserves the right, in its sole discretion, to modify, update, change, adjust or otherwise make amendments, at any time and without prior notice, to its product descriptions, warranties and prices, due to errors, product discontinuation, cost adjustments, changing market conditions or any other business factor.

(c) All prices are subject to applicable state/provincial and federal sales and goods and services taxes, handling charges and shipping charges.

(d) All orders for shipment outside of England may be subject to additional costs, shipping charges, tariffs, customs and duties, all of which shall be paid and provided for solely by the User.

2. Jurisdictional Restrictions

The Merchant's web site can be accessed from any jurisdiction worldwide which has access to the Internet. The User understands that, due to governmental restrictions in some areas, some or all of the products and services provided on this web site may not be available for purchase or licensing to persons or entities residing in certain jurisdictions or geographical areas. The Merchant reserves the right, in its sole discretion, to exclude or otherwise limit the provision of any product or service to a person or entity residing in any jurisdiction or geographical area where such restrictions apply. The Merchant does not represent or warrant that any product or service provided on this web site will be available for purchase or licensing to the User.

3. No Warranty

The Merchant provides this web site, including any product or service purchased or licensed through this web site, "as is", and expressly disclaims any warranties of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability or suitability for a particular use or purpose. The disclaimer by the Merchant hereunder in no way disclaims any warranties provided by the manufacturer or owner of a product or service displayed in this web site. The Merchant and the manufacturers and owners of the products and services provided on the Merchant's web site make no representations or warranties with respect to the availability of any warranties for products or services used by the User outside England.

4. Limitation of Liability

(a) The Merchant does not endorse or recommend any of the products or services on this web site. The Merchant shall not be liable for any indirect, special, incidental or consequential damages arising from this web site or its contents or from the purchase or licensing or any products or services provided on this web site.

(b) The Merchant shall make all reasonable efforts to ensure the accuracy and completeness of the information on this web site. The Merchant shall not be liable for any loss or damages suffered due to inaccurate or incomplete information relating to a product or service displayed in this web site.

5. General Provisions

(a) If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of this Agreement.

(b) This Agreement and any schedules attached hereto constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

(c) The parties understand and agree that this Agreement may be modified, supplemented or superseded any agreement or license between the User and an Owner at the time of purchase or licensing of a product or service on this web site.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

(e) This Agreement shall be governed by and construed in accordance with the laws of England, Northern Ireland, Scotland and Wales.

Questions about Reports/Orders:

info@vitalmag.eu

Our Privacy Policy:

Email addresses are kept private and never used for mailing lists, unless you formally subscribe to our email newsletter, in which case your email address is used solely for this purpose. We do not sell email address lists. Additionally, information submitted to us, whether through report orders, is only used for the intended purpose.