



**GENERAL TERMS AND CONDITIONS  
FOR THE ELECTRONIC COMMERCIAL SERVICE OF  
HLBS Global Marketing US LLC**

Preamble

HLBS Global Marketing US LLC as intermediate service provider – hereafter referred to as: Service Provider – operates primarily as electronic commercial service provider. The Service Provider is exclusively entitled to distribute products of contracting manufacturer(s). This contract is written between the Registered Customer/Referrer.

The appendices listed in the end of GTC are inseparable part of the document. Reference to the contents of GTC always entails reference also to the contents of appendices.

The Service provider is entitled, at any time, to the unilateral, written modification of present GTC. Any modification, supplement, deletion to the GTC is published on the Service Provider's website, indicating the effective date of change. By agreement to the GTC the Partner of Service Provider is obliged to follow the changes of GTC and adhere to the GTC's effective regulations.

The terms of the GTC published on the website are valid and effective on the date of order, and apply to the order of all products and services.

The names, domain name, product names, product group name, company and business name, related names, trademarks and logos appearing on the Website, and in present document, are the

Service Provider's property, and must not be used in any other material, including audio and video recordings, textual reproductions, other publications and advertisements, without the Service Provider's preliminary written notice.

**Contracting party agrees to download present GTC and appendices and will not request printed copies or other hard copies of these documents.**

## I. General Terms of Contract Agreement

### 1. Interpretive provisions, definition of terms:

Company/Business name, trademark, logo: The Service Provider's name, product names, identifications appearing on the website, including other related names such as domain name, product name, product group name, trademark, logo, are protected under copyright; the use of such names is the exclusive right of Service Provider, it is permitted exclusively to persons authorized in writing by the Service Provider.

Electronic commercial services: services related to information society for the commercial sales, supply, exchange or other use of negotiable and transferable goods,—including money, stocks and bonds, and negotiable natural resources —services, realties, concessions, licenses and other rights representing assets (hereinafter referred to as: Products);

Electronic processing: the use of electronic data processing, data storage and data transfer on wire, radio technology, optical or other electromagnetic equipment;

Information: any data, signal, image that is processed, stored, transmitted electronically, orally or in other written means, regardless of the protection of its content by law;

Information society service: service offered electronically for distant users normally provided for consideration, and with individual access to the recipient;

Service Provider: natural person, legal entity or unincorporated organization that provides information society services, in accordance with this contract: HLBS Global Marketing US LLC

Enterprise: a natural person, legal entity, unincorporated business organization - including a branch of foreign-based company - acting for purposes related to self-employment or business activities;

Customer/Referrer: Only natural persons that reached 18 years of age may enter into an agreement with the Service Provider to utilize the service and / or purchase the products of the Service Provider. Currently, enterprises cannot enter into an agreement with the Service Provider.

Sales, resale: The Service Provider has exclusive rights to distribute and sell products advertised on the Website. The sales, resale, commercialization of products outside of the framework of Service Provider's website without the Service Provider's written consent is prohibited and is considered a violation of applicable laws.

Advertisement and marketing: The Referrer is entitled to advertise its business activities within the framework of legal provisions and the GTC, if the Service Provider's name, products, trademark, logo or other material protected under copyright law are not used. All materials issued by the Service Provider are protected under copyright and can only be reproduced with the Service Provider's written consent. For advertisements and commercials approved by the Service Provider, the advertiser must indicate that he/she is an independent contractor of the Service Provider. Accordingly, the "Independent Contractor" designation must appear next to names protected by Copyright. The advertiser is solely responsible for all damage ensuing from the failure to use appropriate designation.

Web use: the products distributed by the Service Provider and cooperating partners are available for distribution and sales only through the Service Provider's web site.

Distribution system: Service Provider's method for the promotion of product sales. It applies only to registered Referrers/Customers.

Right of cancellation: Customers may cancel distant parties' contract agreements and off-premises contract agreements within 14 days from the date of product delivery or the signing of service contract, without justification and additional costs with the following exceptions. The Customer may not exercise the right of cancellation and termination for several products and services. For example, the Customer may not exercise cancellation for health and hygiene products, products satisfying individual needs, customized products, perishable products, sealed packages of audio or video recordings or computer software, if the Customer left the package unsealed following the purchase.

The Service Provider provides a template for customers for the statement of cancellation.

## 2. Applicable Law:

Both parties - HLBS US Global Marketing US LLC and its Referrers/Customers- agree that in performing under this agreement, they will, in all respects, follow and comply with all applicable governmental laws, regulations, orders and other rules of duly-constituted authority.

## 3. Data of Service Provider:

Name: HLBS Global Marketing US LLC

Headquarters: 140 Starhorn Rd Marble Falls TX 78654

Registry of incorporation/Trade registration No.: 4223698700320792

Complaint management, Client services:

e-mail: support@hlbsusa.com

Bank account

First State Bank of Central Texas

505 E Palm Valley Rd

Suit 100

Round Rock TX 78664

Tel: 512 238 8800

Routing number: 111910005

Account No.: 1750007337

4. Subject of Contract:

II. Provisions for Registered Customers and Referrers

Only registered Customers/Referrers are entitled to use special offers of the Service Provider.

Referrers are entitled to register new Referrers or new Customers.

Referrers are entitled to receive commission payment for recruitment of new Customers and Referrers.

**Referrers are considered Independent Contractors. As an Independent Contractor, Referrer is responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to, workers' compensation insurance, medical and dental insurance. Referrer agrees to defend, indemnify and hold HLBS Global Marketing US LLC and its owners, and employees harmless from any and all claims made by any and all claims made by any entity on account of an alleged failure by the Referrer to satisfy any such tax or withholding obligations.**

Customer provisions do not apply to the registered Referrers. The terms for cancellation set in points 1. and 8.1 do not apply to Referrers.

Registered Referrers and the Service Provider establish an Agreement, whereby the registered Referrer acknowledges and accepts the contents and binding power of the Agreement and the appended Code of Conduct.

Specific contract supplements and documents are accessible only to registered members.

The contents of such documents qualify as Trade Secret.

By completing the product order sheet / contract for services, and electronically sending the documents to the Service Provider, the Customer orders the product, for the purchase price effective at the time and date of order, and in the quantities stated in the contract.

As a Referrer/Customer, the contracting party joins the Service Provider's distribution system by completing the electronic Service Contract, as a Referrer endeavors to promote and advertise the products in the framework of the GTC's provisions.

#### 5. Electronic Order of Products:

The Customer takes the following steps to enter the electronic contract agreement:

5.1 The Customer opens the interface for orders on the Service Provider's website

5.2 The Customer completes the data sheets on the website. Before sending the information, the system automatically checks and identifies data entry errors and sends a notice about any missing data or incomplete data that are necessary for the services. The Service Provider is not liable for the validity and accuracy of data provided by the Customer, the data is only checked for completion.

5.3 After filling out the data sheets and contract agreement, the Customer may check and correct data before sending. After checking the Customer must confirm to have read and acknowledged the contents of the GTC, particularly order and product description. This is confirmed by check marking the appropriate check-box.

5.4 The Sales price does not include delivery costs, the delivery cost appears separately on the invoice and it is to be covered by the Customer.

5.5 The Customer clicks on the „Send” button to finalize the order and send it to the Service Provider.

5.6 The electronic contract completed on the Service Provider's website and sent to the Service Provider qualifies as a contract offer, it is registered by the Service Provider with an order number. The order number serves as identification number for future reference, also in case of contract

related complaints.

5.7 The Service Provider is responsible for sending a prompt electronic confirmation of the order receipt, no later than within 24 hours after receiving the order.

5.8 The order and its confirmation receipt are considered to be received by the Service Provider or Customer when they are accessible to the recipients.

5.9 The Customer agrees to pay the products sales price and delivery costs at the time of the electronic order, according to the payment process description published on the Website. The contract takes effect with making a payment. The Customer may make a payment by credit card, or wire transfer. The calculation of the delivery date begins with the date of the payment.

5.10 The Customer is responsible for making a payment in the specified amount to the Service Provider, without any reminder, notice or warning. The invoice issued to the Customer includes data provided by the Customer.

For each product order, the Service Provider publishes delivery areas on the Website. Any order made to a delivery address outside the specified delivery areas will be rejected by the Service Provider.

## 6. Conditions of Payment and Delivery:

6.1 Product payment can be done by a credit card registered with the Company, or by bank transfer. Payment must precede the product delivery.

6.2 The Referrer's/customers' start-up order includes a complete product package, which is published by the Service Provider in the Referrer's/customers' web office. Before delivery, the Referrer/customer can opt for exchange of the products for other products. The Referrer/customer pays for the product order and delivery on the interface of the web office. The value of start-up package ranges from \$150, \$300, \$750 up to \$2,500.

6.3 The Service Provider may set up alternative terms of payment in place of the provisions of 6.1, for orders made in specific countries.

6.4 The Referrer/Customer is responsible to pay the taxes and the expenses of delivery. Delivery costs may vary for different countries.

6.5 Product prices are indicated for all products in US dollars on the Service Provider's Website. The gross sales price of the products may vary for different countries due to varying tax regulations.

6.6 The Service Provider performs product delivery within a delivery timeframe of maximum 4 weeks. Service Provider endeavors to perform prompt delivery. The delivery date for different countries may vary.

6.7 The Service Provider sustains rights to prohibit the delivery, sales or import of specific products to specific countries. The Referrer/Customer acknowledges that the delivery of products to prohibited countries qualifies as a severe breach of contract agreement, and will accept the ensuing legal sanctions.

## 7. Processing the delivery

### 7.1 Reporting incomplete or damaged product complaint

Defective delivery must be reported electronically, in the form of a written, signed and scanned document, within 2 business days, following the delivery receipt. Damages ensuing from late reports encumber the Customer. Customer must promptly notify the Service Provider about any problems regarding the order.

The Customer is liable for inspecting the condition of the ordered product, for rejecting the receipt of defective, damaged product. In case of a product damage or defect observed after delivery and receipt, the Customer is liable for reporting the problem to the Service Provider within 2 business days following the receipt, to the Service Provider's e-mail address published on the website ([complaint@hlbs.eu](mailto:complaint@hlbs.eu)). Before returning the product, the Customer must complete the product return sheet available for download on the Website, and send it to the e-mail address of Service Provider. The system will send an automatic delivery notification.

### 7.2 Tracking of product delivery

The successful order placement is confirmed by an automatic confirmation notice by the system. The Customer receives a system notification when the product package is received for



transportation by DHL, and the package is transported. The system notification includes a tracking number, the Customer may track and modify the time and place of order delivery. On the delivery date, the Customer receives an e-mail indicating the shipping company's phone number. If the Customer does not receive the ordered product from the shipping company within the expected delivery timeframe, the Customer is liable for prompt notification of the Service Provider by e-mail to request tracking of the product delivery. The Customer must provide his/her name for the processing, registered Customers must also provide a registration number, along with the order number and date of order. The shipping company handles every package separately, therefore packages including multiple parts will not always arrive on the same day.

### 7.3 Reorder

In case the Service Provider is out of stock of a specific product, a reorder notice is sent to the Customer's e-mail address. After the restocking of the inventory is completed, the Service Provider will perform delivery of the reordered products. The Customer makes a payment preceding the delivery, the product payment may alter for different countries. The payment can happen by credit card or wire transfer.

### 7.4 Error in the delivery address

The Customer is liable for providing an accurate delivery address. The Service Provider will send the product to the address provided by the Customer and will issue an invoice for that address.

In the case of a delivery error by the shipping company, that is, delivery to the wrong address, the second delivery will be free of charge. If the Customer is responsible for address error, the Customer covers additional expenses of the repeated delivery.

## 8. Right of Cancellation and Termination, Conditions of Product Return

The following steps are taken in the case of cancellation, product return, refund, or product exchange:

## The Customer's right for cancellation and termination

8.1 The Service Provider guarantees a 100% refund within 14 days. The guarantee does not extend to the shipping cost and related VAT payment. If the Customer is dissatisfied with a product or service of the Service Provider, the

Customer may return the packaged, unopened product to the Service Provider within 14 business day of product receipt. The Customer may request an exchange or refund (compensation of sales price with product return).

8.2 The Customer's right of cancellation and termination in the case of breach of contract by the Service Provider.

8.2.1 The Service Provider's conduct qualifies as a breach of contract in the case of defective, late or failed product exchange or compensation payment, with attributable reason, following the receipt of product complaint by the Customer.

8.2.2 Defective performance by the Service Provider means the performance of product delivery in quantities or qualities diverging from the terms of present GTC. In such cases the Customer is responsible for returning the product, and sending a complaint notice requesting the non-defective performance of delivery within at least 8 business/calendar days.

8.2.3 Service Provider is liable for late performance if, for attributable reason Service Providers fails to transfer the product to the shipping company within 14 days following order receipt or within 28 days following reorder receipt. Service Provider is not liable for default of shipping company.

## Enforcement of cancellation right and termination

The product return sheet is downloaded from the Website. The accurately completed and signed sheet is sent to the Service Provider via email.

The Customer is responsible for return delivery of returned products. Shipping/ mailing

costs are covered by the Customer. The returned product must be appropriately packaged.

Any damage resulting from inappropriate packaging must be compensated by Customer.

The method of return delivery, for each product return, must be selected and marked on the appropriate return sheet.

Products from different Customers must be returned to the Service Provider in separate packages.

Each returned product package must include the product's invoice number and product order number. It is recommended to attach the invoice or its copy. The document order number must be visibly and legibly attached to the package.

The service provider agrees to refund the full sales price of the product within 14 days following the acknowledgement of cancellation, including any additional expenses related to the delivery.

The Service Provider is entitled to withhold the Product sales price until the Customer completes the return delivery, or provides credible certification of the return delivery. The Customer is obliged to return the product within 14 business days following the statement of cancellation.

The product return certificate is accepted if the returned product is not damaged, is returned on due time, all requested data was provided, the web-based return sheet was filled, and the product complaint is justified. The Product sales price is not refunded until any deficiencies or incompleteness of the product return process are resolved.

If product purchase is made with credit card, compensation is transferred back to the same account. In the cases of wire transfer, compensation is paid to the bank account number written on the data sheet of the Service Provider Website (data include IBAN format, BIC/SWIFT code, bank code, bank address, account owner name).

Refund is made in US dollars, the Service Provider will not cover currency exchange transaction costs.

If the Customer selects alternative shipping method other than the available most economic shipping service, the Service Provider will not cover the additional expenses of the alternative that.

If the product requires personal delivery by the Service Provider, instead of regular shipping, and the product cannot be returned by mail, the shipping company will cover the costs of product return delivery.

For customized and other services the Customer expressly orders early delivery, the request must be indicated in each case on the order sheet. The Service Provider will reject service order made without the indication of early delivery.

If the contract for early delivery expressly requested by Customer is eventually cancelled or the contract is terminated by Customer, the Customer must cover the expenses proportionately with the state of service performed. The calculation of proportionate payment must be based on the sales price and TAX indicated in the contract.

The Customer sends the scanned copy of accurately completed sheet and the invoice to the following e-mail address of the Service Provider or customer service:

complaint@hlbs.eu

#### Conditions for Product Return

The return of delivered products can take place according to the provisions of present GTC. In case of the specified conditions, the Service Provider will take back the product and will compensate the sales price with the following conditions:

In case of defective product delivery, or delivery to the wrong address for reasons attributed to Service Provider:

Service Provider guarantees a 100% refund for defective product, other product delivery, or delivery to the wrong address. The refund includes delivery cost and related TAX. In this case the Customer pays the sales price of the non-defective product and delivery cost.

In case of the Customer's cancellation or termination of contract, the Customer is liable for return of unopened, packaged product to the Service Provider's office or customer service, or for the request of product replacement or product exchange, or refund. The cost of product return is covered by the Customer.

The Customer reports the defective or erroneous delivery within 48 hours following product receipt, in written form, by downloading the appropriate sheet from the Website, completing and sending it to the Service Provider or Customer Service. The shipping company will transport, replace or exchange the product free of charge.

In case of delivery to the wrong address for reasons attributed to the Customer:

The Customer is liable for payment of extra costs related to delivery to the wrong address, if the erroneous delivery is attributed to inaccurate address data provided by the Customer.

## 9. Privacy Policy

Customer declares under penalty of perjury that (s)he downloaded, read, acknowledged and accepted the Privacy Policy, and that all personal data provided are valid and accurate.

9.1 Service Provider processes or manages the personal data and address information of Referrers/Customers for the purpose of establishing contracts for information society-related

services. Service Provider uses these data to determine or modify the content of contracts, to track the performance of contract obligations, to prepare invoices related to the performance of contract obligations, and to enforce rights and demands related to the contract.

9.2 Service Provider uses the above, contract-related data, and the data related to the date, timespan, and address of service use to prepare invoices.

9.3 In addition to purposes described in 9.1 and 9.2, the Service Provider manages personal data that are technically essential to the operations and maintenance of service providing. From a selection of otherwise identical options for service operation, the Service Provider must select methods that ensure that personal data are used only if it is essential and inevitable or for other specified purposes described in the GTC, and even in such cases personal data may be used only until needed, and only to the necessary extent.

9.4 The Service Provider uses data for purposes other than those described in 9.1-9.3—especially, for the purposes to increase efficacy, to send electronic promotion materials or to carry out market research—only with preliminary specification of the purpose and the consent of the user.

9.5 The Referrer/Customer is entitled to prohibit data use described in 9.4, before and during the process of service use.

9.6 Data related to 9.4 cannot be linked to the Referrer's/Customer's personal identification data and cannot be transmitted to a third party without user consent.

9.7 Data used for purposes specified in 9.1-9.3 will be deleted by Service Provider, in case of non-conclusion or termination of contract, or the preparing of invoice. The Service Provider will delete data used for purposes specified in 9.4, due to user request, or the ceasing of purpose of data use.

9.8 Any data management for purposes not mentioned in 9.1-9.3 is authorized only with the expressed consent of the Referrer/Customer.

9.9 The Service Provider guarantees that the Referrer/Customer is informed, before, or any time during the service use, on the purpose of data use, and the types of data used, including the treatment and use of data not directly related to the Referrer/Customer. The purpose, deadline, data type, and related other data are included in the Privacy Policy appended to present GTC. The Privacy Policy is available for download at the Service Provider's website.

9.10 The Referrer/Customer agrees that the Service Provider transmit data necessary for the product delivery or possible complaint management (as needed) to the Shipping company and/or Manufacturer.

## 10. Registration

The User is entitled to register as a Customer or a Referrer on the Service Provider's website. The registered Customer is entitled to receive a discount from the price of specific products. The discount and its extent may reach 20-30%, for specific products. The registered Referrer is entitled to participate in the Service Provider's distribution network and may receive additional discount offers. With the registration, the Referrer/Customer agrees to the use of his/her personal data by the Service Provider, for purposes specified in present GTC point 9 and the Privacy Policy. The registered Referrer/Customer may request the deletion of registration at any time. Different provisions apply to registered members, specified in section II.

### Registration Process

Registration is currently available only for natural persons, the registration process takes place exclusively on the Service Provider's website.

The following steps must be followed for electronic registration:

10.1 Click on the „Registration“ button on the Service Provider's website.

10.2 If you received the e-mail with your registration code from a Referral, click on the weblink included in the e-mail to start registration. If you do not have a registration code, click on the „request registration code“ button. After entering your country, zip code and e-mail, the Company/ Service Provider will send you the registration weblink within 48 hours.

10.3 Data sheets for registration must be filled accurately and completely. Before completion of the registration the system automatically checks and identifies data entry errors and sends a notice about any missing data or incomplete data that are necessary for the services. The Service Provider is not liable for the validity and accuracy of data provided by the Customer, the data are checked only for completion.

10.4 After filling the data sheets and contract agreement, the Registering User may check and correct data before sending. After checking the User must confirm to have read and acknowledged the contents of GTC, Partnership Agreement and Code of Conduct. This is confirmed by check marking the appropriate check-box.

10.5 Registration is completed by clicking the „send” button, the registration is then sent to the Service Provider. The Service Provider sends an automatic confirmation of receipt, to the e-mail address provided by the user. After clicking the weblink found in the e-mail, the registration is completed, and the user receives the message „successful registration”.

## 11. Complaint Management

The Service Provider’s primary goal is to perform the contents of present contract to the satisfaction of Customers. Should the Customer have any questions, requests or problems regarding the contents or technical conditions, performance of the contract or the operation of the electronic system operation, or the organizational tasks of sales, such claims can be processed according to the provisions of Complaint Management provisions appended to present GTC, available for download from the Website.

## III. Closing Provisions

### III.1 Trade Secret

In terms of present GTC, Trade Secret encompasses, regardless of form or format, the Service Provider’s concept, along with any fact, data, information, solution, or contract offer, related to the Service Provider’s business activities, financial or legal status. These include, not exclusively, the following: ID data, address, phone number, fax number, contact information of partners, customer, bank contacts, clients code, financial information, contracts, whose confidential treatment is a



legitimate interest of the Service Provider, if Service Provider made the necessary steps to guarantee their confidential treatment. These information qualify as Trade Secret, regardless of whether such designation by the Service Provider is expressed or not.

The Contracting Party acknowledges and accepts that any accessed Trade Secret must only and exclusively be used for the purpose of sales activities between the Service Provider and Referrer, and collaboration between Parties, and agrees to the confidential treatment of Trade Secret. The Contracting Party acknowledges and accepts that the right to access Service Provider's Trade Secret does not entail the transfer of license, permission, shares or any other rights attached to the Trade Secret, to the Referrer/Customer.

In terms of present GTC, the contracting Party must treat confidentially, and must not transmit, disclose, reproduce, distribute, transfer, decode, or assign in any form any by any means, for any purpose, any accessed Trade Secret or part of Trade Secret.

The Privacy Policy of present GTC is valid and effective for indefinite period of time even following the termination of contract relationship between the Parties.

The Service Provider is entitled to receive damages payment for the misappropriation of Trade Secret, according to the terms of the Code of Conduct. In case of such breach, the Service Provider is bound to prove only the fact of misappropriation, by contracting the Party.

### III.2. Communication and notification of Parties

Contracting Parties agree to send all notifications related to present Contract in writing.

Contracting parties agree that any registered mail, with acknowledgment of receipt, qualifies as the Customer's written statement. Furthermore, any written notice sent to the Service Provider by the Customer (from the Customer's personal page operated and maintained by the Service Provider), and any e-mail sent by the Customer to the Service Provider's e-mail address provided in present GTC, qualifies as the Customer's written statement, if the reception of e-mail notice was

confirmed by the Service Provider's automatic notification.

Contracting Parties agree that the written message of the Service Provider sent to the Customer's personal page operated any maintained by the Service Provider qualifies as the Service Provider's written statement along with any written message sent by the Service Provider to the e-mail address provided by the Customer. These notifications and statements are considered received on the date when they first become accessible to the recipient.

### III.3. Severability

If any part of present GTC is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

### III.4. Dispute resolution

If a dispute arises out of or relates to this contract, or a the breach thereof, and if the dispute cannot be settled through negotiation, the parties first try in good faith to settle the dispute by mediation under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute-resolution procedure.

### III.5. Legal succession

The present contract excludes the possibility of transfer or assignment of rights or obligations grounded in present contract, except in case of legal succession following a contracting Party's transformation or termination.

### III.6. Language of contract

The language of the Contract and all related written communication is English.

### III.7. Effect, modification, download of GTC

Effective date of present GTC is April 12, 2017. The Service Provider is responsible for publishing a version of the actual and effective GTC on its website, available for download. The Service

Provider is entitled to unilateral modification of present GTC, and liable for publishing the modified, updated GTC on the website within 15 days of the modifications' effective date.

### III.8. Code of Conduct

Contracting party agrees to respect the provisions of Code of Conduct appended to present GTC, and will make every effort to adhere to the provisions of Code, along with users under the party's control. The Code of Conduct is available for download along with the GTC, from the Service Provider's website.

### III.9. Force majeure

The Service Provider is not liable for non-performance or late performance of obligations due to external circumstances out of Service Provider's control, including war, strike, revolt, fire, earthquake or other natural catastrophe.

### III.10. Appendices

Appendices of present GTC listed below are available for downloaded from the website:

- 1) Privacy Policy
- 2) Certificate of Incorporation of the Service Provider
- 3) Code of Conduct
- 4) Legal Statement
- 5) Complaint Management Provisions
- 6) Deletion Request sheet
- 7) Product Return sheet