

TERMS AND CONDITIONS AND PRIVACY POLICY

THESE TERMS AND CONDITIONS AND PRIVACY POLICY (“TERMS”) CONTAINED WITHIN THE WEBSITE APPLY TO YOUR USE OF THIS WEBSITE AND ANY PURCHASE YOU MAKE. YOU WILL NEED TO CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND OUR DISCLAIMER IN ORDER TO PROCEED WITH YOUR ORDER AND TO MAKE A PURCHASE.

YOU ARE ABLE TO SAVE A COPY OF THESE TERMS TO YOUR DEVICE – NEO ELEMENTUM RECOMMENDS THAT YOU DO THIS AND KEEP THE COPY AS A DURABLE MEDIUM.

YOU ALSO NEED TO CONFIRM THAT YOU CONSENT TO NEO ELEMENTUM PROCESSING OF YOUR PERSONAL DATA IN ORDER TO PROCEED WITH A PURCHASE. PLEASE READ THE TERMS WHICH DEAL WITH NEO ELEMENTUM'S USE OF YOUR PERSONAL DATA CAREFULLY.

IF YOU DO NOT AGREE TO THE TERMS BELOW AND/OR OUR PROCESSING OF YOUR PERSONAL DATA IN ACCORDANCE WITH THESE TERMS PLEASE DO NOT PLACE ANY ORDERS WITH NEO ELEMENTUM.

1. Definitions

1.1. In these Terms, the following words have the following meanings unless the context otherwise requires:

1.1.1. **“Contract”** means any contract between Neo Elementum and You incorporating these Terms for the supply of Products;

1.1.2. **“Neo Elementum”**, “We” means Neo Elementum OÜ, incorporated and registered in Estonia, with registration number 14310201, and whose registered office (place of establishment) is at Järvevana tee 9, Tallinn 11314, Estonia;

1.1.3. **“Processor”** means WEBWORK INTERNATIONAL LTD, incorporated and registered in the United Kingdom, with the company registration number 12226309, and whose registered office is at Wisteria Grange Barn, Pikes End, Pinner, United Kingdom, HA5 2EX. Processor might process Your personal data on behalf of Neo Elementum as well as might contact You on behalf of Neo Elementum. blishment) is at Järvevana tee 9, Tallinn 11314, Estonia;

1.1.4. **“Liability”** means liability for any and all damages, claims, proceedings, actions, awards of transactions, expenses, costs and any other losses and/or liabilities;

1. 1. 5. **“Products”** means any and all products ordered from Neo Elementum by You;

1. 1. 6. **“Website”** means <https://neoelementum.com/>;

1. 1. 7. **“You, Your, Yourself”** means the person, the buyer, who is placing the order via Website and/or whose order for Products is accepted by Neo Elementum;

1. 1. 8. **“Party”** means You or Neo Elementum or both together;

1. 1. 8. **“Order”** means Your request placed through the Website, after which Neo Elementum reserves the right to sell and deliver the Products to You or to an addressee named by You.

2. Terms and Conditions

2. 1. These Terms govern the supply of Products to You and conditions for processing Your data. These Terms and any document or disclaimer referred to represent the entire agreement between You and Neo Elementum in relation to the supply of any Products via the Website.

2. 2. Please ensure that Your use of the Website and the purchase of the Products is legal in the country in which You are resident and/or in which You are viewing this Website. Neo Elementum reserves the right not to ship any Product that Neo Elementum sees fit for reasons such as delinquent accounts, import licenses, legislative obligations, etc. If this situation occurs, you will be notified by e-mail and Your credit card will be refunded (please see the clause no. 6.9.).

2. 3. Eastern European Time (UTC +2, Latvian time) shall apply to the Contract and to actions of the Parties except time of delivery of the Products

2. 4. The Company is the distributor of the Products

2. 5. By placing an order through this Website You warrant and confirm that You are at least 18 years old and capable of entering into binding contracts.

2. 6. You further warrant that you understand and agree to be bound by these Terms

3. Orders and Contracts

3. 1. You may place Orders for Products via the Website, by phone or via the WhatsApp messenger system (if installed on Your mobile device or computer).

3. 2. At Our discretion Neo Elementum may decide that the phone communication between the Parties, while You are placing the order, is necessary. In this case if the phone communication is unsuccessful and/or is not completed, You cannot place the Order.

3. 3. Neo Elementum has the right to refuse to accept any Orders placed for Products. Your Order for Products constitutes an offer to Neo Elementum to purchase those Products and shall only form a binding Contract when Neo Elementum confirms the Order to You during the call or when Neo Elementum confirms the Order to You by e-mail. Communication via WhatsApp cannot be used to confirm Orders and is utilized for auxiliary purposes of communication and provision on information.

3. 4. You shall be responsible for the accuracy of Your Order and for giving Neo Elementum any and all information necessary for Neo Elementum to perform the Contract. When You provide Neo Elementum with Your details, You are responsible for ensuring that all information You give Neo Elementum is correct.

3. 5. Products are subject to availability. If Neo Elementum is unable to supply You with the Products due to the fact that they are out of stock, Neo Elementum will inform You as soon as possible. You will be given the option of (i) waiting until the Products are in stock when Neo Elementum will perform the Contract; or (ii) cancelling Your affected Order and obtaining a full refund (if Neo Elementum has already received payment from You).

4. Products

4. 1. The Products are food supplements and are not medicinal products. The Products are not intended to treat, diagnose, cure, or alleviate the effects of diseases. The Products should not be used as a substitute for a varied diet and should be stored out of the reach of children. You shall not exceed the stated recommended daily dose.

4. 2. The Products are sealed during manufacturing for health protection

4. 3. You must follow the instructions attached to the Products. Effect of the Products may vary from Your estimations. Effect of the Products depends on Your actions while You use them: nutrition, sleeping, athletics, etc.

4. 4. Neo Elementum suggests that You consult with a health care professional before using any Product.

4. 5. Please note that any photographs of the Products produced by Neo Elementum are intended as a guide only to give a general outlook of the Products and the actual Products may differ from the photographs.

5. Cancellation

5. 1. Where applicable, You may cancel Your Order in accordance with Your consumer rights. The mechanism for cancelling Your Contract in this way is set out below.

5. 2. You have the right to withdraw from this Contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which You acquire, or a third party other than the carrier and indicated by You acquires, physical possession of the Products.

5. 3. However, if the Products are unsealed after delivery, You lose the right of withdrawal.

5. 4. To exercise the right of withdrawal, You must inform the Company of Your decision to withdraw from this Contract by an unequivocal statement. To meet the withdrawal deadline, it is sufficient for You to send your communication concerning Your exercise of the right of withdrawal before the withdrawal period has expired.

5. 5. You may cancel the Contract providing that You return any Products already delivered to You not later than 14 days from the day on which You have informed the Company of Your decision to withdraw from this Contract.

5. 6. You shall send back the Products by post. You must take reasonable care of the Products while they are in Your possession and You must not use or open or any other way harm them. Please return the Products to Neo Elementum in their original packaging and unopened.

5. 7. You may provide Neo Elementum with the evidence of having sent back the Products – postal waybill about dispatching the Products to Neo Elementum and photos of seals of the Products. It is deemed that You have supplied to Neo Elementum the evidence of having sent back the Products when Neo Elementum receives the copy of abovementioned waybill with photos of unsealed Products via postal or courier service. **Please note** that if You send photos via WhatsApp messenger system You bear all responsibility for the photographic content of files sent as elaborated in Section 11 of these Terms.

Sending pictures via WhatsApp serves an auxiliary information purpose and does not in any way substitute provision of evidence as described in this Section above.

5. 8. You shall bear the direct cost of returning the Products.

5. 9. Reimbursement

5. 9. 1. If You withdraw from this Contract, Neo Elementum shall reimburse to You all payments received from You under the Order, including the costs of delivery (with the exception of the supplementary costs resulting from Your choice of a type of delivery other than the least expensive type of standard delivery offered by Neo Elementum). Please note that You are obligated to bear the direct costs relating to the return of the Products and Neo Elementum does not have any obligation to compensate You for any costs (including postage and packaging costs etc.) regarding the withdrawal of the Products.

5. 9. 2. Neo Elementum shall transfer reimbursement to You immediately after Neo Elementum receives the Products back or Neo Elementum receives the evidence that You have sent the Products back. Please note that Your banking company may obligate You to perform special procedures or formalities to receive the payment. These requests are beyond our control and Neo Elementum is not responsible for them.

5. 9. 3. Neo Elementum will carry out reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of such reimbursement.

6. Delivery

6. 1. Dates for delivery under Your order are estimates and shall be subject to clarification by courier service. You shall indicate address of delivery where You may receive the Products in Your physical possession or control in the course of the day.

6. 2. As a general rule, Neo Elementum will dispatch the Products to You within a day after Neo Elementum has accepted Your Order (subject to the Products being in stock).

6. 3. Where Products are to be delivered in installments, each delivery shall constitute a separate and distinct contract and failure by Neo Elementum to deliver, or any claim by You in respect of, any installment shall not entitle You to repudiate and/or terminate any Contract as a whole.

6. 4. You reserve the right to call Neo Elementum and make the delivery within an additional period of time provided that Neo Elementum failed to fulfill the obligation to deliver the Products at the agreed upon time.

6. 5. Neo Elementum shall not be required to fulfill orders for Products in the sequence in which they are placed.

6. 6. In most cases, Orders will be delivered to You by recorded delivery, requiring a signature to confirm receipt. You shall be ensuring that there is someone at the delivery address to sign for the Products when delivered. If nobody is at the delivery address at the delivery moment agreed by the Parties, You shall be charged for delivery costs.

6. 7. Neo Elementum is not responsible for the Products and their safe delivery after they have left Neo Elementum's possession. If You have any issues regarding late delivery and/or damage to the Products during transit, You must indicate it in the bill of parcels.

6. 8. If You have any issues regarding non-delivery You must inform Neo Elementum by e-mail, WhatsApp or phone set out in the section headed "Our details."

6. 9. **You shall check the seal on the Product at the moment of delivery.** If the Product is not sealed, You must indicate it in the bill of parcels. If You did not indicate unsealed Products in the bill of parcels it is deemed that You received sealed Products.

7. Prices

7. 1. The price for Products shall be determined on the Website or during the call at the date when You place the order.

7. 2. Prices for the Products do not include delivery charges which You will be charged for in addition. Delivery charges may vary and depend on country of delivery and on the volume of the acquired Products. Neo Elementum will notify You of the charges to be applied at the time You place Your Order.

7. 3. All prices are inclusive of VAT or other similar sales tax.

7. 4. **If You do not agree to the price and/or You do not understand delivery charges, do not proceed further with Your Order.**

7. 5. If Neo Elementum discovers an error in the price of Products You have ordered Neo Elementum will inform You as soon as possible and give You the

option of either re-confirming Your Order at the correct price or cancelling it. If Neo Elementum is unable to contact You, Your Order will be cancelled. If You cancel an order due to an error in price and Neo Elementum has already received payment for the affected Products, You will receive a refund.

8. Payments

8. 1. If You pay by cash the Products shall be paid for at the time of delivery by paying the courier. The cash payment may not exceed 10 000 euros.

8. 2. If You pay by card or electronic payment services, the Products shall be paid for via Website at the time of placing the order.

8. 3. If you are ordering online via the Website, Neo Elementum uses a third party to collect Your payment by debit or credit card. When You proceed to checkout and place Your order, Neo Elementum will gather Your personal details and card details and pass them to Neo Elementum's chosen credit card merchant. The credit card merchant will check and store Your data in order to process Your payment details. Neo Elementum has imposed obligations on our credit card merchant to protect the security and safety of Your data. In respect of each credit or debit card transaction, Neo Elementum strongly advises that you print out and retain a copy of the card transaction in an accessible place for future reference.

8. 4. If You pay by card or electronic payment services, Neo Elementum will not accept Your order until Neo Elementum receives confirmation from the merchant that Your payment has been authorized and/or Neo Elementum has received payment in full in cleared funds.

8. 5. If You pay by cash, the courier shall not hand You the Products until You have paid the courier the entire sum for the Products.

9. Property and risk

9. 1. Risk regarding the Products shall pass to You at the moment You acquire, or a third party other than the carrier and who is indicated by You acquires, physical possession of the Products. Delivery shall be deemed to occur at the time when the courier hands the Products to You.

10. Faulty Goods

10. 1. If You discover that a Product is faulty, You must notify Neo Elementum by e-mail, WhatsApp or phone set out in the section headed "Our details" of the defect within 14 days from the date of delivery.

10. 2. Neo Elementum shall ask You to return the faulty Products to Neo Elementum for inspection before Neo Elementum sends You a replacement. If the Products are faulty, Neo Elementum will replace the faulty Product at no

additional cost to You and refund any reasonable costs You may have incurred in returning the faulty Product to Neo Elementum.

11. Data Protection

11. 1. When You use Website, You will be asked to provide certain personal information such as Your contact details (full name, phone number, e-mail, ID-code, date of birth etc.), credit/debit cards details or other payment details, delivery address, invoicing address. Neo Elementum and/or Processor will store Your data on computers or otherwise. Data will be held in the EU or the country offering an adequate level of data protection. The purposes for which Your personal data will be processed are set out below. Please expressly indicate Your consent to the processing of Your personal data for these purposes.

11. 2. Neo Elementum and/or Processor will process Your personal data in an ethical manner. It will be used for the following purposes:

- to process Your order;
- to provide You with the copy of the Contract and/or confirmation of the Contract;
- to issue You invoices regarding Your orders;
- to deliver Your orders to You; to reimburse Your payments, if necessary;
- to identify You when You call Neo Elementum under the Contract;
- to anonymize Your personal data and process them for assessment and analysis (e.g. market, customer, product analysis) to enable Neo Elementum to review, develop and improve the services which Neo Elementum offers and which enable Neo Elementum to provide You with relevant information through Our marketing information; and/or
- to notify You by post, SMS, e-mails of any Products that Neo Elementum thinks may be of interest to You unless You inform Neo Elementum that You do not wish to receive such information.

11. 3. Neo Elementum and/or Processor may also disclose Your information to Our partners who perform Our or Your obligations under the Contract (couriers, payment systems etc.) or to the police or any other regulatory or government authority where Neo Elementum is legally required to do so.

11. 4. If You do not wish Neo Elementum and/or Processor to notify You of any additional products or services that Neo Elementum thinks may be of interest to

You, please inform Neo Elementum and/or Processor by e-mail or phone set out in the section headed "Our details".

11. 5. Neo Elementum and/or Processor tries to ensure that all customer data is up to date and correct. Therefore, if any of Your personal details change, please let Neo Elementum and/or Processor know by contacting customer support. When ordering online, Neo Elementum will provide a possibility for You to correct any input errors.

11. 6. If you send any photos via electronic messages, including via WhatsApp messenger system, it is your sole responsibility to avoid photographing any third persons and forwarding their photographic personal data to Us. If photos containing photographic personal data of third persons is received, We reserve the right to demand from You a written consent of the person(s) photographed to use their photographic personal data and transmit it to us for the purposes consistent with these Terms and Conditions. Failing receiving such consent within 1 (one) calendar day, We consider the photographs not received, terminate them from Our open WhatsApp dialogue window and memory of any relevant device on Our side, and do not process the photo regarding the Order.

12. Cookies and Analytics

12. 1. The Website might use cookies and other behavior tracking technologies. They might be used to help us understand Your preferences based on previous or current site activity, which enables us to provide You with improved services and supply additional security measures. We compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on Our behalf.

12. 2. Cookies are small files that a site or its service provider transfers to Your computer's hard drive through Your Web browser (if you allow) that enables the site's or service provider's systems to recognize Your browser and capture and remember certain information.

12. 4. You can choose to have Your computer warn You each time a cookie is being sent, or You can choose to turn off all cookies. You do this through Your browser settings. Since every browser is a little different, look at Your browser's Help Menu to learn the correct way to modify Your cookie settings.

12. 5. We do not include or offer third-party products or services on our Websites, other than listing systems compatible with the Neo Elementum's products.

12. 6. The Website uses Google Analytics. Neo Elementum, along with third-party vendors such as Google use first-party cookies (such as the Google Analytics

cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to optimize the website experience.

12. 6 Opting out:

12. 7. You can set preferences for how Google advertises to You, using the Google Ad Settings page. Alternatively, You can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

13. Liability

13. 1. Neo Elementum shall have no Liability to You for any incidents, damages and losses which, at the time You entered in to this Contract was not a reasonably foreseeable consequence of Neo Elementum breaching these terms and conditions, for example, if You and/or Neo Elementum could not have contemplated such losses before or at the time when Neo Elementum entered into a Contract.

13. 2. Neo Elementum shall have no Liability to You for any result of the age of the Product if You used it without following the instructions attached to the Product and/or contained in the Contract as well as on the Website.

13. 3. Nothing in these Terms shall limit or exclude Your statutory rights which may not be excluded or limited by law due to You acting as a consumer and/or due to any applicable law. Any provision which would be void under any consumer protection legislation or other applicable legislation shall, to that extent, have no force or effect.

13. 4. Neo Elementum does not guarantee that the Website will be compatible with Your device and Neo Elementum accepts no Liability for any corruption and/or loss of data held on Your device, or any Liability for any other loss or damage of any kind caused to Your device resulting from use of the Website.

13. 5. A legal guarantee of conformity for the Products is applicable with special aspects for the foodstuffs.

14. General

14. 1. Unless otherwise is applicable, the Contract is governed by Estonian legislation.

14. 2. If any provision of these Terms is found by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

14. 3. Neo Elementum shall have any Liability to You for any delay in performance to the extent that such delay is due to any event outside Our reasonable control including, denial of service attacks, internet disruption, war, flood, fire, strikes, lock outs, riots, civil commotion, malicious damage, explosions, governmental actions and any other similar events. If Neo Elementum is affected by any such event, then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

14. 4. All third party rights are excluded and no third party shall have any right to enforce the Contract. Any rights of a third party to enforce these Terms may be varied and/or extinguished by agreement between the parties.

14. 5. By accepting these Terms and Conditions You confirm that You are over 18 and have read, understood and agree to these Terms.

14. 6. You also consent to the processing of Your personal data for the purposes set out in these terms and conditions.

14. 7. Neo Elementum has the right to modify, vary or amend these Terms from time to time. Amendments shall be effective from the date determined in them. Amendments are binding for You, unless You have rejected them in writing prior to the day the amendments become effective.

14. 8. Neo Elementum shall publish the amendments of the Terms on Website at least 10 days before the amendments become effective.

15. Our Details

15. 1. You can use these details for communicating with us, including for withdrawal cases.

15. 1. For Your electronical letters please use Your e-mail address which You used during order placement, if You have placed any orders.

Name: Neo Elementum OÜ

Phone: +372 646 46 07

WhatsApp: _____

E-mail: info@neoelementum.com

Address: Järvevana tee 9, Tallinn 11314, Estonia

Address of Products return (please choose the nearest):

Via Lario 30, 20159, Milano, Italy

C/Cobalt 73, 08907, Hospitalet de Llobregat, Barcelona, Spain

Bismarckstr. 85, 10627 Berlin, Germany Schädle Business Services e.U. Langgasse
14/13, A - 8700 Leoben, Austria

Bismarckstr. 85, 10627 Berlin, Germany

Schädle Business Services e.U. Langgasse 14/13, A - 8700 Leoben, Austria