

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS (“T&C”) MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE SITE. BY USING THE SITE, YOU INDICATE YOUR ACCEPTANCE OF THESE T&C. IF YOU DO NOT ACCEPT THESE T&C, THEN DO NOT USE THE SITE.

The Terms & conditions were last updated on July 13, 2021

1. INTRODUCTION

These Terms and Conditions (“Terms”) apply to this Site (“Site” or “olivenaturalskincare.com”) of New Zealand Family Healthcare (USA), LLC (“New Zealand Family Healthcare”, “us”, “we” or “our”) and to the transactions related to our products and services by which you agree to be bound. The mere use of this Site implies the knowledge and acceptance of these Terms. In some particular cases, we can also ask you to explicitly agree. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail. We reserve the right to change these Terms at any time, at our sole discretion.

2. ELIGIBILITY FOR SITE USE

You must be at least 13 years of age to access the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years of age; (b) you have not previously been suspended or removed from the Site; and (c) your access to the Site is in compliance with all applicable laws and regulations. If you are accessing the Site on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

3. ELECTRONIC COMMUNICATIONS

By using this Site or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our Site or by sending

an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing. This consent is effective until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents or update your contact information at any time by contacting us through our contact page here.

4. INTELLECTUAL PROPERTY

We or our licensors own and control all of the patent, trade secret, trademark, service mark, copyright and other intellectual property rights related to our brand, name, or products (other than the right to incorporate or use the products purchased by you from us or as otherwise set forth in these Terms), and in the Site and the data, information, and other resources displayed by or accessible within the Site (“Intellectual Property”).

Unless specific content dictates otherwise, you are not granted a license or any other right to our Intellectual Property rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this Site in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

5. NEWSLETTER

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our Site

6. THIRD-PARTY PROPERTY

Our Site may include hyperlinks or other references to other party’s websites that are not owned or controlled by us. We do not monitor or review the content of other party’s websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable terms and conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. You further acknowledge and agree that New Zealand Family Healthcare shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

7. RESPONSIBLE USE

By visiting our Site, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our Site or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our Site for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our Site.

Engaging in any activity that causes, or may cause, damage to the Site or that interferes with the performance, availability, or accessibility of the Site is strictly prohibited.

Additionally, when you purchase our products from our Site, you may create an account as part of the checkout process ("Account"). You represent and warrant that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You are responsible for maintaining the confidentiality of your password and restricting access to your password and Account. Additionally, you agree to accept responsibility for all purchases and activities that occur under your Account.

8. REFUND AND RETURN POLICY

You may request a refund by submitting a Return Form by email at admin@olivenaturalskincare.com or contacting our customer service at admin@olivenaturalskincare.com.

The return period will expire after fourteen (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 product(s) (“Return Period”). You must submit the Return Form or contact our customer service to request a refund before the Return Period has expired.

Please note that there are some legal exceptions to this Refund and Return Policy, and some items can therefore not be returned or exchanged. We will let you know if this applies in your particular case.

If we accept your return, you must send back the product(s) or hand them over to us or a person authorized by us to receive the goods, without undue delay and in any event not later than fourteen (14) days from the day on which we accepted your return in writing (“Acceptance Period”). You will have to bear the direct cost of returning the product(s).

We will refund you all payments received from you, 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 us), without undue delay and in any event not later than fourteen (14) days from the day on which we received your return (“Refund Period”). We will issue such refund within the Refund Period using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise.

We may withhold the refund until we have received the product(s) back or you have supplied evidence of having sent back the product(s), whichever occurs earlier.

9. IDEA SUBMISSION

Do not submit any ideas, inventions, works of authorship, or other information (“Content”) that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the Content or a non-disclosure agreement. If you disclose such Content to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your Content in any existing or future media.

10. TERMINATION OF USE

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the Site or any Service thereon, with or without notice. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the Site or any Content that you may have shared on the Site. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Site.

Without limiting the foregoing, you understand and agree that in any termination or suspension of your Account or the Site, you will not have access to any data or content posted to the Site or otherwise contained in the Site, and we will have no responsibility to provide you access to such data or content. You may terminate your Account at any time by contacting us through our contact page here.

11. WARRANTIES AND LIABILITY

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This Site and all content on the Site are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the content. We make no warranty that:

- this Site or our products or services will meet your requirements;
- this Site will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this Site will meet your expectations.

Nothing on this Site constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property

or data) incurred by you or any third party, arising from your access to, or use of, our Site.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the Site or any products and services marketed or sold through the Site, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to USD\$1,000. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

NEW ZEALAND FAMILY HEALTHCARE MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER IN WRITING, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PRODUCTS ARE PROVIDED BY NEW ZEALAND FAMILY HEALTHCARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

12. PRIVACY

To access our Site and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our Privacy Policy and our Cookie Policy.

13. ACCESSIBILITY

We are committed to making the content we provide accessible to individuals with disabilities. If you have a disability and are unable to access any portion of our Site due

to your disability, we ask you to give us a notice including a detailed description of the issue you encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques we will promptly resolve it.

14. EXPORT RESTRICTIONS / LEGAL COMPLIANCE

Access to the Site from territories or countries where the content or purchase of the products or services sold on the Site is illegal is prohibited. You may not use this Site in violation of export laws and regulations of United States.

15. ASSIGNMENT

You may not assign, transfer or subcontract any of your rights and/or obligations under these Terms , in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this section will be null and void.

16. BREACHES OF THESE TERMS

Without prejudice to our other rights under these Terms , if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the Site, contacting your internet service provider to request that they block your access to the Site, and/or commence legal action against you.

17. FORCE MAJEURE

New Zealand Family Healthcare will not be responsible for any delay or failure in any performance due, without limitation, to acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restriction, labor disturbances, unavailability of anticipated usual means of supplies, transportation or loading facilities, wrecks, pandemics, epidemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances or any other causes beyond its reasonable control. New Zealand Family Healthcare shall have no obligation or liability whatsoever arising out of

or in connection with any such delay or failure and for as long as such delay or failure arises from any cause beyond its reasonable control.

18. INDEMNIFICATION

You are responsible for your access to the Site. You agree to indemnify, defend and hold New Zealand Family Healthcare and its officers, directors, employees, consultants, affiliates, subsidiaries and agents harmless, from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to your (a) access to, use of, or alleged use of, the Site; (b) violation of these Terms or applicable laws; (c) violation of any third-party right, including confidentiality, intellectual property rights, or privacy rights; or (d) any dispute or issue between you and any third-party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

NEW ZEALAND FAMILY HEALTHCARE WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. TO THE FULL EXTENT PERMITTED BY LAW, NEW ZEALAND FAMILY HEALTHCARE 'S LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PURCHASE OF PRODUCTS FROM THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

19. WAIVER

Failure to enforce any of the provisions set out in these Terms and any agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

20. LANGUAGE

These Terms will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

21. ENTIRE AGREEMENT

These Terms , together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and New Zealand Family Healthcare in relation to your use of this Site, including placing an order for our products through the Site, and supersede any contemporaneous or prior agreements, correspondence or information, oral or written. The failure of either party at any time to enforce any provision of these Terms shall not prevent either party from enforcing any other provision. In the event that any portion of these Terms shall be held to be unenforceable, the remaining portions of these Terms shall remain in full force and effect. Any obligations and duties which by their nature extend beyond the expiration or termination of this agreement shall survive any expiration or termination of these Terms. These Terms have been written in English (USA). In the event of divergence between a translated version and the English version, the latter shall prevail.

22. UPDATING OF THESE TERMS

We may update these Terms from time to time at our sole discretion. It is your obligation to periodically check these Terms for changes or updates. The date provided at the beginning of these Terms is the latest revision date. Changes to these Terms will become effective upon such changes being posted to this Site. Your continued use of this Site following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms .

23. CHOICE OF LAW AND JURISDICTION; BINDING

ARBITRATION

These Terms shall be governed by the laws of United States. Any disputes relating to these Terms shall be subject to the jurisdiction of the courts of United States. If any part or provision of these Terms is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted

and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms. The other provisions will not be affected.

In the interest of resolving disputes between you and New Zealand Family Healthcare in the most expedient and cost-effective manner, you and New Zealand Family Healthcare agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NEW ZEALAND FAMILY HEALTHCARE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Despite the provisions of the above, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Any arbitration between you and New Zealand Family Healthcare will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail ("Notice"). Our address for Notice is: 9070 Irvine Center Dr Ste 135, Irvine, CA 92618-4690. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within thirty (30) days after the Notice is received, you or New Zealand Family Healthcare may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or New Zealand Family Healthcare must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

Any arbitration hearing will take place at a location to be agreed upon in Orange County, California. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse New Zealand Family Healthcare for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

YOU AND NEW ZEALAND FAMILY HEALTHCARE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and New Zealand Family Healthcare agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

If New Zealand Family Healthcare makes any future change to this arbitration provision, other than a change to New Zealand Family Healthcare's address for Notice, you may reject the change by sending us written notice within thirty (30) days of the change to New Zealand Family Healthcare's address for Notice, in which case your account with New Zealand Family Healthcare will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

24. CONTACT INFORMATION

This Site is owned and operated by New Zealand Family Healthcare. You may contact us regarding these Terms through our contact page. Our complete Statutory and regulatory disclosures can be found on this page.

25. DOWNLOAD

You can also download our Terms as a PDF.