## TERMS & CONDITIONS AGREEMENT

We= Fruityeva corporation/ Eva Buchmann and her team You= Client, the person who accesses this website and or my products and services

## Welcome!

Fruityeva ("Eva Buchmann") grants you access to and use our website. The material appearing on the website <u>www.fruityeva.com</u> (=this Site, fruityeva) and the landing pages linked to this website, are provided as a platform for online connection and community or as information about Fruityeva's people, programs, courses, and events. The owner of this Site, Eva Buchmann, and its employees, agents, directors, and affiliates assume no liability nor responsibility for any consequences resulting indirectly or directly from any inaction or action you take based on the information found on or material linked to on this site. Any information by or on this Site is provided for informational or promotional purposes only and is not to be relied upon as a professional opinion whatsoever. By using this Site, you agree and accept that following any information or recommendations provided therein is at your own risk. We encourage you to read these pages carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you agree to by accessing this Site.

The following terms and conditions form a binding agreement ("Agreement") between you and Fruityeva company. Eva Buchmann may modify, supplement, amend, and replace these terms and conditions at any time without advance notice. Your continued use of this Site after any change means you have accepted the changed terms and conditions.

1. Intellectual Property Ownership. If there are materials on the Site which you can download, a non-exclusive, revocable, license accepts you to download copies of the materials for personal, non-commercial transitory

viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:

- 1. Copy or modify the materials;
- 2. "mirror" the materials on any other server or transfer or share the materials with another person.
- 3. use the materials for any public display (commercial or non-commercial), or for any commercial purpose;

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Eva Buchmann at any time. Upon the termination of this license or upon terminating your viewing of these materials, you must destroy any downloaded materials in your possession whether in print or electronic format.

If Eva Buchmann discovers that you have used any of the intellectual property you were granted access to or you have illegally misapplied it, you will seek all extent of legal remedies and you will be blacklisted from any future programs. You will be claimed to cover all legal fees necessary to implement these measurements.

2. Site Terms of Use Modifications. By using the Site, you are agreeing to be bound by these Terms and Conditions of Use. Eva Buchmann may revise these terms of use for its website at any time without notice.

3. Copyright. All materials created by Eva Buchmann on the Site are protected by the European copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Eva Buchmann.

4. Indemnity. As a condition of your use of the Site, you indemnify Eva Buchmann and its directors and affiliates from and against any and all liabilities, expenses (including legal fees), and damages arising out of claims resulting from or arising from your use of this Site.

5. Testimonials. We feel an affinity to share your wins and successes inside our business and products. By signing up for our products, courses, and programs, you abstain from the right to anonymity. Any testimonials including unofficial words of praise and testimonials that are shared via Social media such as public Facebook, Twitter or Instagram posts, Instagram stories, or posts inside our Facebook groups, and direct messages with Eva Buchmann have the potential to be used on any promotional efforts and/ or our marketing materials. Confidentiality provisions apply and testimonials are the only exclusion to our confidentiality obligations.

## 6. Our Refund Policy.

We, Fruityeva hold a very sensible Refund policy. We wouldn't give a refund if someone doesn't take full responsibility for their own success and then asks for their money back. There is no refund on ebooks.

There is no refund on 1:1 coaching.

Disclaimer: Due to the digital nature of our products, we do not offer refunds for those who do not do their due diligence to ensure the course is the right fit for them. It is the customer's responsibility to review our terms and conditions and sales page carefully prior to purchase, use, or access to any of our online courses and products. The goal of our programs is to improve our health and wellbeing. The goal of our products has always been communicated in our marketing, such as our social media, websites, and sales pages. The target audience for our services and products are people interested in health. We do not offer partial refunds for our programs, products and services and our course extensions and exclusive bonuses are non-refundable under any circumstances.

7. Course Access + Updates. Enrolling in our services does not ensure you free access to any future bonuses other than the ones promised to be offered upon the time of inscription.

8. Entire Agreement. These terms and conditions and any other legal guidelines, policies, and notices of Eva Buchmann linked to these conditions and terms or contained on this Site constitutes the entire agreement between you and Eva Buchmann, relating to your use of this Site and supplant any prior understandings or agreements (whether oral or written), representations, claims, and understandings of the parties regarding such issues. This Agreement may not be modified or amended except by Eva Buchmann.

9. No Guarantees. We make NO GUARANTEES about any success that you'll get from our courses, our Site, or any of our free offers. We try our best for you to succeed, but we make no guarantees since we can only control so much about your success through our courses, services, and

products. You understand that Eva Buchmann makes no guarantees whatsoever regarding any results based on services, information, and products we sell or share for free through the Site. We will not be responsible or make any promises for what will happen in your health, relationships, business, or life. In the case you working with us, we make no guarantee that you will achieve the same or similar results when working with us another time. We emphasize: We are here for you, but we don't make guarantees or take responsibility for your results. Eva Buchmann doesn't take responsibility for possible outcomes you may have when following Eva Buchmann's advice. For more information, we encourage you to read our Disclaimer.

10. Being Blacklisted + Disputed Payments. Eva Buchmann retains the right to 'Blacklist' (=deny) you access to any and all courses, materials, or other services or products that she offers, in the event that you dispute, delay, or do not pay your payment or if you steal any of our intellectual property. A client will be granted new access only under assessment of Eva Buchmann and if the outstanding balance has been paid in full, and that the student is not entitled to a refund for the rest of their courses or services. In the event that a client wants to regain access to our services, the client has to pay the remaining payments. In case of multiple disputes being filed, the student must pay for the program upfront in full before regaining course access.

11. Limitation of Liability and Indemnity. In no event shall Eva Buchmann or its affiliates be responsible for any damages (including damages for loss of profit or data) arising out of the use or inability to view or use the materials or content on the Site, even if Eva Buchmann has been notified in writing or orally of the eventuality of such damage.

## 12. Payment Plans.

Our payment plan with fruityeva/ Eva Buchmann has only one option. You have to pay up-front in full. In the event the payment fails, you will not be able to access any other of our products, services, or courses, and/ or information sold through our Site or. By signing up for our payment plan, you agree to pay the full balance owing of your payment plan.

13. Links to Third Party Websites. This Site may contain links to third party websites. All such linked materials, pages, and links are not under the control of Eva Buchmann and she is therefor not responsible for the

content contained in any linked website nor for any losses or damages you may face as a result of the use of any such website. Eva Buchmann accepts no liability for any elisions or errors contained in third party websites. These links are provided to improve your use of the Site, help Eva Buchmann conduct transactions, offer the easiest services, and enable you to connect with Eva Buchmann on various platforms.

14. Governing Law. Any claim relating to Eva Buchmann's website shall be governed by the laws of European union without regard to its conflict of law provisions.

Wishes, Eva Buchmann :)