

Terms and Conditions

Terms and Conditions

By accessing the Ven-ViVi.com ("VenViVi") website ("the Site"), you are agreeing to be bound by these Terms of Use ("Terms"). VenViVi reserves the right to update or modify these Terms at any time without notice. If you do not agree to these Terms, please do not use, or access this Site.

Access to Site

You will be able to access our Site without having to register any details with us. However, to transact on our Site, you will need to register certain details with us. Please review our Privacy Policy to learn more about the information we collect and process about you.

Order Transactions

VenViVi may refuse any order you place with us. We may limit or cancel quantities on orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we change or cancel an order, we will attempt to notify you by contacting the e-mail, billing address, and/or phone number associated with the order. We reserve the right to limit or prohibit orders that appear to be placed by dealers, resellers, or distributors.

Payment Terms

VenViVi proudly accepts credit card and debit card purchases from the following: Visa, Mastercard, American Express & Discover. We do not process or store your payment information. Our third-party services provider(s) will process your payments. Please see our Privacy Policy for more information.

Site Contents

Unless otherwise noted, the Site, all materials on the Site, and the copyrights, trademarks, and/or other intellectual property in such materials (collectively, the "Contents"), are owned, controlled, or licensed by Ven-ViVi, the Site and the Contents are intended solely for personal, non-commercial use. You may temporarily download or copy the Contents and other downloadable materials displayed on the Site for your personal, non-commercial use only. No right, title, or interest in any downloaded Content is transferred to you because of any such downloading or copying. You may not reproduce, publish, transmit, distribute, display, modify, sell, or exploit in any way any of the Contents or the Site.

VenViVi welcomes user comments. If you send creative ideas, suggestions, proposals, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that VenViVi may, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you send to VenViVi. VenViVi is and shall be under no obligation (1) to

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maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. We reserve the right to monitor, edit or remove any Comments.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, or other personal or proprietary rights. You agree that your comments will not contain libelous, unlawful, abusive, or obscene material, or contain any computer virus or other malicious software that could in any way harm or otherwise affect the Site. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead VenViVi or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. VenViVi takes no responsibility and assumes no liability for any comments posted by you or any third party.

While every effort is made for the timeliness and accuracy of the Site content and services, we make no warranties either express or implied, and assume no liability or responsibility for the completeness, use, accuracy, reliability, correctness, timeliness, or usefulness, of any of the results obtained from its use.

We make no representation or warranty, express or implied, with respect to the content of the Site, or links to other websites, including but not limited to accurateness, completeness, correctness, timeliness, or reliability. We make no representation or warranty regarding the merchantability or fitness for a particular purpose or use with respect to any content or services whatsoever that may be accessed through this Site, or the results to be obtained from using the Site. We make no representation or warranty that the Site or content is free from defects or viruses. Your use of external links and third-party websites is at your own risk and subject to the terms and conditions of use for such links and websites.

While every effort is made so that all content provided on the Site does not contain viruses and/or harmful materials, you should take reasonable and appropriate precautions to scan for viruses or otherwise protect your computer or device, and you should have a complete and current backup of the applicable items on your computer or device. We refuse any liability for the need for services or replacing equipment or data resulting from your use of the Site. While every effort is made for smooth and continuous operation, we do not warrant the Site will operate error-free.

By submitting a telephone number to VenViVi you agree that a representative of VenViVi can contact you at the number you provide, potentially using automated technology (including texts/SMS messaging) or a pre-recorded message. Your consent is not an obligation to receive any of our services.

Site Uptime

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We take all reasonable steps so that our Site is available 24 hours every day, 365 days (about 12 months) per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this Site is unavailable at any time.

Our Site may be temporarily unavailable due to issues such as system failure, maintenance, or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues but shall not be obliged to do so.

User Conduct

When using our Site, you shall not post or send to or from either the Site:

content for which you have not obtained all necessary consents.

content that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to civil liability, or otherwise is contrary to the law in any applicable authority where our Site is being used.

Content that is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully cooperate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting materials to our Site in breach of this Section.

Site Changes

We reserve the right to: change, suspend or discontinue the Site or any service, content, feature, or product offered through the Site, with or without notice; and/or offer promotions to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any change, suspension, or discontinuance of the Site, or any service, content, feature, or product offered through the Site.

Product Information

All products displayed on the Site are quoted in U.S. Dollars. These products may have limited quantities.

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Colors

We make every effort to display the colors of our products that appear on the Site as accurately as possible, but we cannot guarantee that your computer monitor's display of any color will be accurate.

Errors, Inaccuracies, and/or Omissions

At times, there may be information on our Site containing typographical errors, inaccuracies, or omissions relating to product descriptions, pricing, offers, and/or availability. We may, at any time and without prior notice, correct any errors, inaccuracies, and/or omissions, change or update information, or cancel orders if any information on the Site is inaccurate.

Links to Third Party Sites

The Site may contain links to other websites that are not under the control of VenViVi. VenViVi has no responsibility for the linked websites nor does linking constitute an endorsement of any linked website.

Submission of Personal Information

Your submission of personal information to VenViVi whether through the Site, phone, postal mail, or otherwise is governed by our Privacy Policy.

Text Marketing & Notifications

By subscribing to text marketing notifications, you agree to receive recurring automated marketing messages and shopping cart reminder messages at the phone number provided.

We determine cart abandonment by using a cookie and checking whether the existing user has already opted in for text marketing.

Consent is not a condition of purchases. Reply STOP to unsubscribe. HELP for help. Msg & Data rates may apply.

If you do not wish to be part of our service you can unsubscribe at any time by texting STOP, CANCEL, QUIT, END, or UNSUBSCRIBE to any mobile message received from us. You may get another text message confirming your unsubscribing from our service. You also agree that sending an email, calling in, or sending any other means of opt-out unsubscribe request or using words different than the ones presented above will not be reasonable means to unsubscribe you. When you opt-in for our service you

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may expect to get occasional texts concerning the latest Text Alerts, Surveys, Welcome Messages, Customer Win-backs, Text Campaigns, Giveaways, Flash Sales, and Upsells. If your device does not support MMS, we will deliver an SMS instead and strip the image. The opt-out will also be delivered as a standard text message (SMS).

Carriers (AT&T, T-Mobile, Verizon, T-Mobile, Sprint, Rogers, MetroPCS, etc.) are not responsible or liable for undelivered or delayed messages.

Disclaimer

The Site is provided "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title, implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. VenViVi expressly denies any duty to update or revise the materials on the Site. Your use of the Site is at your sole risk, and you agree to assume full responsibility for any costs associated with your use of the Site. VenViVi shall not be liable for any damages of any kind related to your use of the Sites.

Limitation of Liability

YOUR USE OF OUR SITE IS ENTIRELY AT YOUR OWN RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OR INJURY YOU MAY INCUR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE OR THE SERVICES AND/OR PRODUCTS, OR YOUR RELIANCE ON OR USE OF THE SITE, THE INFORMATION, PRODUCTS OR SERVICES PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

Indemnification

You agree to defend, indemnify, and hold VenViVi harmless from and against all claims, damages, costs, and expenses, including attorneys' fees, arising from, or related to your use of the Site and/or your breach of any representation, warranty, or other provision of the Agreement.

Dispute Resolution

Mindful of the high cost of litigation, both you and VenViVi agree to the following dispute resolution procedure: In the event of any controversy, claim, action, or dispute arising out of or related to any transaction conducted on the Site, or the breach, enforcement, interpretation, or validity of this

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Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try to settle such Dispute by providing written notice to the other party (by first-class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

(1) to VenViVi 5965 Village Way, Suite E105, #401 San Diego, CA, 92130 or (2) to you at your last-used billing address or the billing and/or shipping address in your online profile.

Both you and VenViVi agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to initiating any litigation or filing any claim against the other party.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred, or assigned by you.

Choice of Law

This Agreement shall be construed in accordance with the laws of the State of California, without regard to any conflict of law provisions. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Site.

Our Site is subject to the United States export control laws and regulations, which may be subject to export or import regulations in other countries. You agree to comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import any data on our Site, as may be required.

Termination

These terms are effective unless and until terminated by either you or VenViVi. You may terminate this Agreement at any time. VenViVi also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Site, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

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General

These Terms, together with the Privacy Policy, other terms or legal notices published by us on the Site, and any other applicable agreements, shall constitute the entire agreement between us concerning the use of the Site. If any provision of these Terms is deemed invalid by a court of competent authority, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Our Contact Information

VenViVi

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858-925-8038

admin@ven-vivi.com

Effective Date: 04/15/2022