

# TERMS & CONDITIONS

**DISCLAIMER: REZOTONE USB** is not a medical or therapeutical product. **REZOTONE USB** is a quantum frequency shielding and harmonization device. We do not offer nor give any medical consultancy services. Refer to your doctor should you need advice in this field. Unless otherwise agreed in writing by **REZOTONE Limited** (hereafter the “Seller”), the following are the Terms and Conditions of Sale of the Seller which, together with any other terms and conditions agreed upon in writing between the Seller and the customer (hereafter the “Purchaser”), shall apply to all sales of goods, services and support by the Seller to the Purchaser. Through the use of the website <https://rezotone.com> namely in case of placement of purchase orders, the Purchaser declares and agrees to accept and be bound by the present Terms and Conditions of Sale.

The Seller reserves the right to modify these Terms and Conditions of Sale from time to time without notice. It is, therefore, the Purchaser’s duty to verify, before using the website and/or the online shop, the content of these Terms and Conditions of Sale.

## 1. ORDERS

Any order shall not be binding upon the Seller until the related written confirmation of order, which shall be dispatched by the Seller either by post, courier, telefax or electronic means (for example e-mail), has been received by the Purchaser.

Orders must be submitted in writing, stating the preferred shipment address, delivery dates, quantities and detailed description of the requested products. Orders may be placed either by post, courier, e-mail or other electronic means of communications (for example through our website), which allow the transmission of orders in written form.

Should the confirmation of order differ from the order, the Purchaser shall communicate in writing the discrepancy and its disagreement on the proposed terms within 5 working days from receipt of the confirmation of order. In the absence of any such communication, the Purchaser shall be deemed to have accepted the sale’s terms and conditions as set in the confirmation of order. In case of significant discrepancy between the confirmation of order and the order with reference to material aspects of the transaction (namely: price and quantity of the product), the Seller shall request a written confirmation of acceptance by the Purchaser. In case of non-acceptance, the contract shall be considered as never concluded.

## 2. PRICE

The customer may request a written pricing quotation for the supply of products, which shall remain valid and binding upon the Seller for 5 working days, unless otherwise indicated in the quotation itself. In all events, the price and other economic conditions as stated in the confirmation of order issued by the Seller shall be considered as accepted and binding upon the parties. The Seller reserves the right to correct pricing errors prior to shipment, subject to the Purchaser’s right to cancel the order.

Prices and other economic conditions (discounts, rebates etc.) published online or through any other advertising or commercial communications to the general public are not binding upon the Seller and subject to modification at any time and without notice. Such communications may not be interpreted as representing an offer by the Seller to conclude contracts upon the indicated terms.

Except otherwise stated in the written confirmation of order, all prices are inclusive of transportation, insurance costs, value added tax or any other applicable tax, duty, levy or charge in any jurisdiction and the amount of any taxes which the Seller may be required to pay in advance or collect shall be for Purchaser’s account and shall be added to each invoice issued by the Seller as separate items.

### **3. TERMS OF PAYMENT**

The Purchaser shall pay on the terms stated in the confirmation of order. In principle, the Purchaser is requested to make a full payment through **credit or debit card** payment or bank transfer before shipment. Failing any request or indication, payment shall occur net without discount within 15 days from the date of the confirmation of order.

The Seller reserves the right to suspend any delivery (including future or partial deliveries), or require a satisfactory guarantee, in the event the Purchaser fails to pay in full and / or on a timely manner any order (including partial deliveries).

In case of violation of the agreed terms and conditions of payment by the Purchaser, the Seller shall be entitled to charge and recover from the Purchaser a default interest in the rate of 7% per year on all overdue amounts.

### **4. DELIVERY TERMS**

The Seller shall deliver the goods to the Purchaser or to its representatives or auxiliaries (namely, the transportation company or courier or the post) at the date stated on the confirmation of order. Failing such indication, the products may be delivered at any time as the Seller deems appropriate, being understood that the date and time of delivery must be communicated to the Purchaser with a prior notice of at least 5 working days in case of personal receipt.

Any delivery dates indicated by the Seller are non-binding and based on the conditions prevailing at the time the order is placed and under the assumption of normal supply and manufacturing conditions. In no event the Seller shall be liable for any damages to the Purchaser or other persons due to delay in delivery or non-delivery. Except in case of termination by the Purchaser in accordance with the present Terms and Conditions, delay in delivery shall not relieve Purchaser of its obligation to accept delivery thereof and pay for the products.

If a purchase order is not executed within 30 days from the date of receipt of the confirmation of order, the Purchaser shall be entitled to terminate the contract and obtain full reimbursement of the price paid. Reimbursement shall take place within 10 working days from the date of receipt by the Seller of the termination notice. An order is deemed to be executed by the Seller when delivery is offered at the Place of Delivery in accordance with the contract.

Transportation or shipping costs and expenses are as displayed on the website. The Seller may (without being obliged to) insure the full commercial value of the products or declare the same to the transportation company or courier or post at the time of shipment.

### **5. TRANSFER OF RISK AND PROPERTY, COMPLIANCE WITH FOREIGN LEGISLATIONS**

The risks of loss and damage shall pass to the Purchaser on the delivery date at the Place of Delivery. In case of shipment, the risks shall pass to the Purchaser upon hand-over by the Seller of the products to the transportation company or courier or post.

Confiscation, seizure, block or destruction of, or damage to products shall not release, reduce or in any way affect the liability and / or obligations of the Purchaser therefore. In particular, before placing an order, the Purchaser shall be responsible to verify that the products may be imported and consumed in his/her/its Country of Residency having regard to any applicable foreign or domestic laws.

Title and property shall pass to the Purchaser upon delivery, provided that the invoiced amounts have been paid. Insofar payment has not been received, the Seller may, at anytime, register its title of property into the Register of reservation of property.

## 6. ACCEPTANCE/RETURNS

In case of personal receipt by the Purchaser (or its representatives) at the Place of Delivery At the time of delivery, the Purchaser (or its representatives) shall execute an accurate inspection of the products. In the presence of defective products or a non-conform delivery for any reason whatsoever, the Purchaser shall issue immediately a notice of defect or non-conformity, which must state in sufficient detail the nature of the deficiencies.

In the absence of a valid and timely notice of defect or non-conformity, the delivery shall be considered as accepted.

If for any reason you wish to return your products, you may write to us at [rezotone@bk.ru](mailto:rezotone@bk.ru) to make a return request. Return requests submitted 30 days after receipt will not be accepted.

### In case of shipment

The transportation risks of damage to the products are borne entirely by the Purchaser. Should the packet be visibly damaged, the packet may be opened only after consultation and in agreement with the Seller. The Purchaser shall address immediately upon receipt to the transportation company a notice of damage and obtain from the same a certificate of damage.

The Purchaser shall notify without delay to the Seller copy of the notice of damage and of the certificate of damage.

In any case, the Purchaser shall keep until expiry of the guarantee the packet in the original conditions, so as to be able to show it in relation to a claim of guarantee if so requested by the Seller.

The violation by the Purchaser of the above mentioned obligations shall determine the caducity / invalidity of the guarantee on the products and any related rights, except in the case that the Purchaser is able to prove that the alleged defect and / or damage is imputable to the Seller and not to a defective transportation or shipment.

The Products shall be deemed accepted by the Purchaser, unless a written notice of defect or non-conformity, which must state in sufficient detail the nature of the deficiencies, is notified to the Seller within 10 working days after receipt.

Claims concerning defects that could not be discovered by receipt despite accurate inspection of the goods must be made in writing and received by the Seller within 10 working days from discovery of the defects but in no event later than 10 working days since the expiry of the guarantee.

### Common rules

Any guarantees for defects expires on the shelf life date as indicated on the products, but at latest 2 calendar years from delivery at the Place of Delivery.

In case of defective products, the Seller shall, at its discretionary option, either (i) replace or (ii) repair at its own costs the defective products or (iii) fully refund the amounts paid by the Purchaser. Any other remedy or right to compensation is excluded. For the sake of clarity, with the exception of personal injury, the Purchaser shall have no further rights to compensation or any other rights of any kind in case the Seller has fully and timely remedied to the reported defect by exercising one (or more) of the above options.

Before returning a product for repair or replacement (as the case may be), the Purchaser shall request a written authorisation by the Seller or by its authorised representatives, which shall contain detailed instructions as to how and where the products must be delivered or shipped.

The Seller reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or shipped through inadequate means of transportation.

When any product is returned for examination and inspection, or for any other reason, Purchaser shall be responsible for all damage resulting from improper packing or handling, and for loss in transit, notwithstanding any defect or nonconformity in the product.

## **Right of withdrawal.**

Any physical person who is a consumer according to the applicable laws has the right to return the Products, to be exercised within 10 days from delivery, provided that they are unopened, undamaged and sealed. The price shall be reimbursed without delay, deducted any cost, expense, tax, duty, levy or charge referable to the transaction.

## **7. LIMITED WARRANTY**

The Seller warrants that the Products are exempt of defects and compliant with the standard specifications of the Seller in effect on the date of shipment, or to any requirements especially agreed upon with Purchaser, as stated in the confirmation of order, if any. All other warranties, expressed or implied, with respect to the products are waived.

## **8. LIMITED LIABILITY**

Any liability of the Seller out of this contract for any title or circumstance, with the exception of personal injury, shall be limited to intentional wrongdoing or serious fault and to a maximum amount of 5 times the purchase price effectively paid by the Purchaser to the Seller for the quantity of products in respect of which a claim has been made (cap of liability). Under no circumstances shall the Seller be liable for special, incidental, punitive, indirect or consequential damages (including but not limited to loss of profits, revenues, etc.) incurred by the Purchaser or any other person.

## **9. FORCE MAJEURE**

No liability shall result from delay in performance or non-performance by the Seller caused by serious and unforeseeable circumstances beyond its control, including, without limitation, acts of God, fire, flood, explosions, riots, wars, perils of the sea, labor troubles, machinery breakages, government actions or prohibitions, shortage of raw materials or energy and/or traffic stoppages.

## **10. MISCELLANEOUS**

Whenever possible, each provision of these Terms and Conditions of Sales shall be interpreted in such a manner as to be effective and valid under the applicable law. The determination by any Court of competent jurisdiction that one or more of the sections or provisions of these Terms and Conditions of Sales are unenforceable shall not invalidate the Terms and Conditions of Sales, and the decision of such Court shall be given effect so as to limit to the extent possible the sections or provisions which are deemed unenforceable.

Purchaser shall not assign its rights or delegate its performance hereunder without the prior written consent of the Seller.

## **11. APPLICABLE LAW**

All contracts shall be construed under and governed by the law of Canada with the exclusion of the Statute on Private International Law and the United Nations Convention on Contracts for the International Sale of Goods dated as of April 11th, 1980.

All disputes between the Seller and Purchaser shall be submitted to the exclusive jurisdiction of the ordinary courts of Canada. The Seller shall have the right to bring an action against the Purchaser also before the competent court of the place where the Purchaser has its domicile / residency or owns assets.

Any mandatory rules on jurisdiction as applicable in accordance with international conventions entered into by Canada, namely in the field of private consumers' protection, are fully reserved.

## 12. TERMS OF USE

Welcome to <https://rezotone.com> the information and online-shopping portal of **the product REZOTONE USB** (the “Site”). **The product REZOTONE USB** is an innovative advanced full-spectrum patented quantum biological shielding and harmonisation technology for multiple applications. It protects from all harmful ionized and non-ionized radiation (incl. 2G 3G 4G 5G WIFI).

Contracting party and holder of all rights to the Site is **REZOTONE Limited** Hereinafter you will find the terms and conditions (the “Terms”) governing access to the Site. When he accesses the Site, the user declares that he fully accepts the terms of this agreement. When registering, users will be required to explicitly confirm (by clicking the appropriate box) his acceptance.

The legal and contractual aspects related to the purchase of goods and/or services from the owner of the Site (online and offline) are governed by the General Terms of Sale which can be accessed through this link. The General Terms and Conditions are an integral part of the Terms herein. Information concerning the protection of privacy and of personal data can be found in our Privacy Policy which can be accessed through this link. That Policy is also an integral part of the Terms herein.

### A. Change of the Terms

The Site reserves for itself the right to change these Terms at any time and as it sees fit. Notice of intended changes to the Terms, the content of the changes and the effective date thereof will be published on the Site or given by personal (e-mail) communication at least 7 days prior to the contemplated effective date. Once published, the new Terms are automatically binding upon all of the users. When accessing the Site it is incumbent upon the user to check the status of these Terms. Use of the Site after the new Terms have taken effect implies their acceptance by the User thereof. If the User does not intend to accept the new Terms, he must immediately cease using the Site.

### B. Services and Functionality

The Site provides users with services and functionality (the “Services”) free of charge. The Site reserves for itself the right to alter or interrupt the Services as its sees fit and without any advance notice. The user agrees and accepts that within the limits allowed by law the Site is not in any way liable for whatever prejudice he or any third parties may incur due to malfunction of the Site, whether caused by action or omission.

If the User is not satisfied with the operation of the Site he is kindly requested to send any comments to [rezotone@bk.ru](mailto:rezotone@bk.ru)

Registration to the Site is open only to persons age 18 and older. By applying for registration the user declares and represents that this condition is met and that his declarations in this respect are truthful.

### C. Access

By accessing the Site and/or using the Services, the user shows his acceptance of these Terms. The use of the Site in a manner not consistent with these Terms constitutes a contractual violation. Such use may – depending on circumstances – include improperly accessing information systems, tampering with data, infringing intellectual property or illicitly using the resources present on the Site. In order to access privileged areas of the Site one must register and provide certain personal information (on this see Item B of the Privacy Policy (link)). In this connection the registered user undertakes to (a) supply truthful, accurate, up-to-date and complete information about himself and (b) maintain such data current in order to keep it truthful, accurate, up-to-date and complete.

### D. User Account, Password and Security

During the course of the user registration procedure the latter is assigned a user name and a password. The user undertakes to use his best efforts in order to protect the confidentiality of the said data. He is solely liable toward the Site for any activity traceable to the use thereof. In the event



of unauthorised use of the user name and password assigned to him or of any other security breach that may come to his knowledge, the user undertakes to promptly change his password.

## **E. Contents and Information Available on the Site**

The Site does not conduct any preventive/active monitoring of content originating from transient users or available on its information systems or on the Site. Since it has no control over such material, the Site accepts no obligation to verify the same as to truthfulness, lawfulness, completeness or reliability. Accordingly the user acknowledges and accepts that the Site is in no way liable for such information, nor for any content, product, service or any other thing supplied on the Site or otherwise by registered users and/or by third parties. The user further acknowledges and accepts that the Site is not directly or indirectly liable for any damages or losses actually or presumably caused by or in connection with the use of or reliance on any content, item or service available on/through such sites or outside resources.

## **F. Site-External Contents and Links**

The Site contains links to external sites and to other resources available via the Internet. The Site has no control over such sites and resources and does not verify their legality, the quality of their contents or their security. Consequently the user acknowledged and accepts that the Site is not in any way liable for the usability/accessibility of such sites nor for any content, advertising, product, service or other material present or available on such sites or resources.

The user further acknowledges and accepts that the Site is not liable, directly and/or indirectly, for any damage or losses caused or presumably caused by or in connection with the use of or reliance on any content, asset or service available on/through such sites or outside resources.

## **G. Intellectual Property and Policy Regarding Links**

The Site claims any and all intellectual property rights regarding the Site, its graphic layout, its databases and the contents produced by it as well as any registered or non-registered trademarks. The user may not alter, copy, publish, reproduce, transmit, divulge, market, create derivative or second-hand works from, visualise or in any way exploit the Services or any content/functionality available on the Site, except for personal use of the Site and of its services, unless prior consent in writing is issued by the owner of the Site.

Subject to discretionary revocation at any time, the Site authorises links to the Site's introductory page (homepage) so long as such links do not harm the Site's reputation. Conversely, links to the inside pages of the Site (deep links) or the embedding of contents in third-party sites (in-line linking and framing) are prohibited unless prior consent in writing is issued by the owner of the Site.

## **H. No Guarantee**

Subject to the guarantee provisions in the General Terms of Sale applicable to the purchase of goods and/or services, the user expressly acknowledges that any use of the Services and of the website occurs at his own risk and peril. The Services and the website are provided "as is" and "as available". Unless otherwise contemplated by law, the Site does not provide any explicit or implied warranty of any kind, inclusive of (but not limited to) any warranty as to merchantability, appropriateness and safety.

It does not warrant, in particular, that the Site and its services will satisfy the user's expectations and/or that the use of the Site's services will be uninterrupted, prompt, safe and error-free. The Site does not guarantee the accuracy, truthfulness and/or reliability of any information and/or communications published on/conveyed by the Site and/or originating from the services connected with it, nor does it guarantee that any defects – although posted – will be corrected.

## **I. Limitation of Liability**

The User bears the risk of accessing, using and navigating on <https://rezotone.com> The User acknowledges and accepts the fact that the Site, as well as any and all individuals, entities and companies connected with its activity, refuses any liability for damage of any kind (in particular: direct and indirect damage, damage to reputation, loss of profit, etc.) the user may incur by accessing and using the Site.

The Site may at any time curtail or discontinue, without prior notice and in its full discretion, the availability/usability of the Site and Services. The user shall be owed no indemnification in the event that the Site avails itself of such right.

## **J. Conduct of the User**

- a) The user undertakes not to use the Site and/or its Services in a manner that is illegal, or harmful to third-party rights.
- b) In particular, the user undertakes not to convey through the Site and/or its Services any material of an illicit, harassing, libelous, abusive, threatening, damaging, vulgar, obscene, pornographic or otherwise inappropriate nature.
- c) The user guarantees that his communications/messages to/on the Site have been checked by an up-to-date anti-virus application and are therefore free of any malicious elements.
- d) The user undertakes not to convey material that encourages behaviour which may constitute criminal conduct, cause civil liability or infringe Canada and/or foreign laws.
- e) The user undertakes not to use the Site and/or its Services for the purpose of committing acts that are illicit, fraudulent or injurious to the rights of third parties, inclusive of the right to privacy and other rights related to image, name and honour.
- f) Any actual or attempted unauthorised access to the Site's electronic data processing system is prohibited.
- g) The user undertakes not to use any spiders, robots and similar means in an effort to sift through the contents of the Site. He further undertakes to abstain from using any means, inclusive of software, aimed at interfering or attempting to interfere with the activity of the Site or at hindering its enjoyment by users. The user undertakes not to do anything that might directly or indirectly place the Site and/or its IT infrastructure under excessive load.

## **K. Relationship with Advertisers and Suppliers of Goods and Services**

Any transactions – especially in terms of the supply of goods and/or services (with regard to terms, warranties, representations etc.) – between users and third-party advertisers and/or business partners etc. of the Site affect solely the user(s) and such third parties. The Site provides no guarantee with regard to the operation of third parties nor does it accept liability for any damage resulting from transaction with any such third parties.

## **L. Indemnification**

The user agrees to indemnify/hold free the Site and any affiliated companies, partners, executives, associates, representatives, agents, employees, assigns and transferees from any damages incurred or from any third-party claims and/or demands, inclusive of legal costs and counsel fees, resulting from the illicit use of the Site and/or Services, the failure to abide by these Terms or the violation of any provision of law by the user.

## **M. Exclusion from the Site**

The Site reserves for itself the right, in its own discretion, to decide whether the user's conduct is consistent with the letter and spirit of these Terms.

The Site reserves for itself the right to suspend, limit or terminate the user's registration as well as to wholly or partially bar the user from accessing/using the Site and/or the Services, particularly if the user's conduct is deemed to be not consistent with these Terms.

## **N. Abstention Does Not Imply a Waiver or Contractual Alteration**

The fact that the owner of the Site abstains from the exercise of some of his rights or prerogatives or from enforcing some of the provisions herein should not be construed as a subsequent waiver of such rights and/or prerogatives or as acceptance of a proposal to alter the Terms hereof.

## **O. Severability**

If any provision of this agreement turns out to be invalid or inoperative, the remaining provisions shall nevertheless remain in full force and effect.

## **P. Applicable Law and Venue of Competent Jurisdiction**

The Terms of Use and the various relationships between the user and the owner of the Site, with regard to the access and use thereof, is governed by Canada law, barring the provisions of private international law.

The parties choose the courts of The Arbitration Institute of the Stockholm Chamber of Commerce as the sole venue of competent jurisdiction in the event of controversies arising from or related to the use of the site <https://rezotone.com>

## **Q. Adoption and Updates**

These Terms of Use have been adopted on 14th January 2020.