New holding LLC, 85 Agiou Pavlou Street, Agios Andreas, 1227, Nicosia, Cyprus

#### Terms and Conditions of Sale and Disclaimers

The following terms and conditions for all current uses of this website and disclaimers ("Terms") constitute a binding agreement between you and New holding LLC.

PLEASE READ THE TERMS CAREFULLY BEFORE BROWSING OR MAKING A PURCHASE FROM THIS WEBSITE ("USE"). THE TERMS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS SITE. YOUR CURRENT USE OF THIS WEBSITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE TERMS FOR YOUR CURRENT USE. ONLY THE TERMS IN EFFECT AS OF A USE SHALL GOVERN FOR THAT PARTICULAR USE. EACH TIME YOU MAKE USE OF THE SITE, REVIEW THE TERMS AGAIN IN ORDER TO ENSURE THAT YOU ARE AWARE OF AND ACCEPT THE THEN-CURRENT TERMS. IF YOU DO NOT ACCEPT THE TERMS, DO NOT USE THIS WEBSITE. You should print a copy of the Terms for future reference, since Terms may have changed since your last Use.

#### GENERAL

- 1. These Terms shall govern your current Use of this website. These Terms supersede all terms and conditions that may have been published previously on this site.
- 2. If you are not 18 years old, please ask your parents or other adults whether you are of age to use this website and to order goods and services from it. There may be local laws that make it inappropriate for you to use this site or make purchases from it. You and the adults whom you must consult are solely responsible for determining if you may use this site lawfully.
- 3. These Terms are subject to change at any time without notice.
- 4. You acknowledge that you do not rely on any representation and/or warranty that has not been made in accordance with the Terms.
- 5. We attempt to ensure that information on this website is complete, accurate and current. Despite our efforts, the information on this website may occasionally be inaccurate, incomplete, or out of date.
- 6. Descriptions, depictions, representations, and/or specifications for the products and services on offer at this website are intended as a guide only and only give a general approximation of the efficacy of the products.
- 7. You shall use this website in a legal, honest, and inoffensive manner, in compliance with generally accepted internet usage practice from time to time, and in compliance with the prevailing standards of your own community.
- 8. This website may offer online entertainment services that are adult in nature. It may contain graphic depictions and descriptions of explicit sexual activity and/or sell adult products. You acknowledge that you are aware of the nature of the content on this site, that you are not offended by it, and that you access this site voluntarily.
- 9. These Terms are organized under titles in order to group information into "userfriendly" categories. The titles are not to be used for purposes of interpreting the Terms.

#### ORDERS

We have the right to refuse to accept any orders placed for New holding LLC.

- 1. products and services. Your order for products shall only be binding on us when you receive confirmation that a product has shipped. If we refuse your order, your money will be returned in full.
- 2. You are responsible for the accuracy of all information you provide that is necessary for us to process your order and/or ship your order to the correct location. If an order has not been shipped, or shipped to an incorrect location due to such inaccuracy, you alone are responsible.
- 3. The provision of products and services is subject to availability. If products are out of stock, New holding LLC. will inform you as soon as possible. You will be given the option of waiting until the products are in stock or of canceling your order.
- 4. If you have any problems or concerns regarding New holding LLC. products, you can reach us via the customer service contact information supplied on this website.
- 5. Dates for delivery are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond our reasonable control.
- 6. If a delivery requires a signature to confirm receipt, it is your responsibility to ensure that there is someone at the delivery address to sign for the products when delivered. It is also your responsibility to collect the products from any postal collection depot and/or arrange an alternative delivery date if you are not available to sign for the products.
- 7. The carrier makes three attempts to deliver the products to you. If no-one is available to sign for the items, you alone are responsible and no money back guarantee applies.
- 8. If you place your order by post, please complete the order form and send it to us, along with payment, to the address given. We have no liability to you in respect of orders that do not reach us.
- 9. Any products purchased are for personal use only. The products can not be resold and cannot be given to any third party.
- 10. The availability of this website may be outside our control and in the hands of third party providers. We cannot guarantee the level of availability of this site for your orders or other Use.
- 11. We are not responsible for safe delivery of goods because we do not ship the products directly. If the products are not delivered, arrive late, or are damaged in transit, you must take this up with the carrier. We will provide you with their contact details upon request.
- 12. Payment is due at the time you place your order.
- 13. We do not accept your order until we receive notice from our credit card merchant that your payment has been authorized and/or we have received payment in full in cleared funds.
- 14. If for any reason payment in full is not made, we may withhold or suspend delivery of the products.
- 15. We will return your money for each pack that hasn't been opened if you aren't satisfied with the results of treatment. But please note that the receipt is

required, what is more, we will refund only the cost of supplement, shipping costs are not refundable.

# LIABILITY

- 1. The word "Liability," as used in the Terms, means any and all damages, claims, proceedings, actions, awards, expenses, costs and other losses.
- 2. New holding LLC MAKES NO WARRANTIES FOR THE PRODUCTS SOLD ON THIS WEBSITE. New holding LLC. MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE PRODUCTS ON THIS SITE FOR ANY PURPOSE. ALL SUCH PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. New holding LLC. SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PRODUCTS ON THIS SITE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- 3. THE REPRESENTATIONS, VIEWS, OPINIONS, STATEMENTS, AND RECOMMENDATIONS ON THIS SITE ARE BASED ON REPRESENTATIONS AND CONCLUSIONS BY THIRD PARTIES INCLUDING THIRD-PARTY SCIENTIFIC AND MEDICAL RESEARCHERS, CUSTOMERS PROVIDING TESTIMONIALS, EXPERT ENDORSERS, INFORMATION FROM SUPPLIERS, PARTICIPANTS ON INTERNET FORUMS, AND AUTHORS WHO PUBLISH LITERATURE ABOUT THE PRODUCTS' INGREDIENTS AND THEIR EFFICACY. New holding LLC. DOES NOT ITSELF REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED, UPLOADED, OR DISTRIBUTED THROUGH THE SITE, AND EXPRESSLY DISCLAIMS LIABILITY FOR ALL SUCH REPRESENTATIONS. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, OR INFORMATION WILL BE AT YOUR SOLE RISK. THE MATERIALS ON THIS SITE ARE TRANSMITTED AND DISTRIBUTED "AS IS" AND APPEAR ON THE SITE WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.
- 4. New holding LLC. SHALL NOT BE LIABLE FOR ANY DAMAGE TO, OR ANY VIRUSES THAT MAY INFECT, YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESS TO, USE OF, OR BROWSING THIS WEBSITE, OR YOUR DOWNLOADING OF ANY INFORMATION OR MATERIALS FROM THIS WEBSITE.
- 5. WE DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.
- 6. New holding LLC. URGES YOU TO SEEK THE ADVICE OF A PHYSICIAN OR OTHER COMPETENT MEDICAL PRACTICIONER BEFORE USING THE PRODUCTS OFFERED ON OR THROUGH THIS WEBSITE, SINCE YOU MAY BE TAKING A MEDICATION OR OTHER DIETARY SUPPLEMENTS, OR MAY HAVE A MEDICAL CONDITION THAT MAKES THIS PRODUCT

INAPPOROPRIATE FOR YOUR USE. New holding LLC. DISCLAIMS ALL LIABILITY FOR ANY INJURY OR ILLNESS THAT YOU SUSTAIN AS THE RESULT OF NOT SOLICITNG SUCH ADVICE, AS A RESULT OF HAVING RECEIVED INCOMPLETE OR INACCURATE ADVICE, OR AS A RESULT OF HAVING ANY ADVERSE PHYSICAL REACTION WHETHER OR NOT YOU FIRST CONSULTED WITH A MEDICAL PRACTITIONER.

- 7. IF ANY DISPUTES ARISE BETWEEN YOU AND US AS A RESULT OF THESE DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND LIABILITY, OR FOR ANY OTHER REASON, AND NEITHER OUR CUSTOMER SERVICE DEPARTMENT NOR GOOD FAITH MEDIATION IS ABLE TO RESOLVE ANY CLAIM, DISPUTE OR CONTROVERSY, WE BOTH AGREE THAT SUCH DISPUTE SHALL THEN BE SETTLED SOLELY BY ARBITRATION STRICTLY BETWEEN YOU AND US, THE RESULT OF WHICH SHALL BE BINDING UPON ANY PARTIES INVOLVED, AND ANY JUDGMENT UPON ANY AWARD OF THE ARBITRATORS MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. New holding LLC. DISCLAIMS ALL LIABILITY FOR REPRESENTATIONS AND WARRANTIES MADE ON OTHER WEBSITES ABOUT THE PRODUCTS AND SERVICES ON OFFER AT THIS WEBSITE IF SUCH OTHER REPRESENTATIONS AND WARRANTIES MADE ON THIS WEBSITE.
- 8. YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS New holding LLC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, AGENTS, DISTRIBUTORS, AND AFFILIATES FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND CAUSES OF ACTION (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR BREACH OR ALLEGED BREACH OF ANY OF THESE TERMS
- 9. THESE DISCLAIMERS AND EXCLUSIONS APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE ON OR THROUGH THIS SITE.
- 10. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

# INTELLECTUAL PROPERTY

- 1. By virtue of copyright, trademark, international treaties, and other laws, the entire contents of this website are owned by New holding LLC. You may not forward or copy any portion of this for any purpose other than your own personal reference.
- 2. Certain trademarks, trade names, service marks, graphics, photographs, and logos used or displayed on this website are registered and unregistered trademarks, trade names, service marks, graphics, photographs, or logos belonging solely to New holding LLC. or its affiliates. In addition, the arrangement and design of these elements on our website, and the underlying source code, are the sole property of New holding LLC. You are forbidden from copying or using these in any manner without the written permission of New holding LLC. or other owner.

# DATA PRIVACY AND SECURITY

1. We do not sell databases to third parties that contain our customers' personal information. We are committed to safeguarding your personal information.

- 2. We may contact you in the event that we wish to inform you of other products and services that we believe may interest you.
- 3. If we are under an order from a court of law, law enforcement authority, or regulatory agency to render personal details of our customers, such a legal mandate may leave us no choice but to comply. Please be aware that every business, both on and off the internet, is subject to the same privacy limitation.
- 4. When you order products and provide certain personal information such as your contact details, credit/debit card details, or other payment details, this information may be processed by us on servers that reside outside North America or the European Union. By placing orders for the products, you consent to the transfer of your data to the location(s) at which our servers reside.
- 5. We may use a third party credit card merchant to take your payment. This third party will check and process your payment details. There are strict obligations that govern credit card merchants' handling of personal data. However, we cannot be held responsible for actions by this third party. We accept no liability for loss and/or damage that you may suffer as a result of this third party's acts and/or omissions. We advise you to print and retain a copy of each card transaction for future reference.
- 6. There is an inherent risk that any communication, whether by e-mail, fax, telephone, or post, can be intercepted by third-parties. We do not accept any liability for external compromise of security and/or confidentiality in relation to transmissions sent by any of these media.
- 7. Our site may place cookies on your computer. Cookies are software applications placed on your hard drive by many websites. The aim of a cookie is to track your website preferences and habits in order to make visits more productive. You should ensure that your browser software is set not to accept cookies if you do not wish to receive them.
- 8. You shall not use this website and any service made available to you via this website to attempt to gain access to and/or interfere with the functioning, operation or security of any network and/or system or in order to monitor a third party's use of the internet.

# LINKS

- New holding LLC. is not responsible for the content of any websites that link to this one, including such websites that review and/or promote New holding LLC. products and services. A link to this site from another website does not imply that New holding LLC. endorses the contents of such websites or accepts the endorsements contained on such websites, or accepts any responsibility for the content or use of such other websites.
- 2. This site may contain links to websites owned or operated by parties other than New holding LLC. Such links are provided for your reference only. New holding LLC. does not control outside sites and is not responsible for their content nor their conformity to applicable laws. New holding LLC. inclusion of any links to an outside website does not imply any endorsement of the material on that site or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does New holding LLC. inclusion of the links imply that New holding LLC. is authorized to use any trade name, trademark, logo, legal or official seal or copyrighted symbol that may be reflected in the linked site.

#### ENFORCEMENT

- 1. No waiver by us of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same provision or other provision.
- 2. If any provision of the Terms is held by a legal authority pertinent jurisdiction to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 3. We shall have no Liability to you for any delay in performance to the extent that such delay is due to any event outside our reasonable control including but not limited to acts of God, war, flood, fire, labor disputes, sub-contractor delays, strikes, lock outs, riots, civil commotion, malicious damage, explosion, governmental action and any other similar events. If we are 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.
- 4. All third party rights are excluded and no third party shall have any right to enforce these Terms.
- 5. For this particular Use, this agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and New holding LLC. with respect to this website. No modification of this agreement shall be effective unless it is authored by New holding LLC. and physically signed in blue ink by a director of New holding LLC.

# **COOKIES POLICY**

In this policy statement the term "cookie" is used to refer to cookie files as well as other such devices that are covered by EU Directive on Privacy and Electronic Communications.

1. What are cookies?

A cookie is simply a tiny text file containing pieces of data, stored on your computer or other device when you visit a website. Cookies are used to facilitate navigation of websites you visit but don't collect any information stored on your computer or in files.

Cookies assure the maximum accuracy of services and thus facilitate the use of a web browser. To protect your privacy, web browsers allow access to a web page for cookie files that have already been placed on your computer.

2. Why do we use cookies?

We use cookies to find out more about the way in which users navigate our websites, which makes it possible for us to provide you with better information tailored to your individual needs and improve your experience on our websites.

Cookies remember the type of a web browser you use and other browser add-ons installed on the computer. They also remember choices you make, like language or region. They are saved as default settings and used when you visit the site again. These files also allow Internet users to assess web pages and post comments.

- 3. What types of cookies do we
  - use? Strictly Necessary Cookies

These are essential cookies that let you to move around the website and use its features. Without them, services registration and logging in cannot be provided.

These cookies don't collect any information about you that could be used for marketing or remembering where you've been on the internet.

Performance CookiesThese collect information about how you use a website, for instance, which pages you go to most often. They don't collect information that identifies you; all the information is anonymous. It is used only to improve how the website works. Functionality Cookies

These remember choices you make (such as your user name or language) and provide personal features. They can remember changes you have made to text size, fonts and other parts of web pages that you can customise. They may also provide services you've asked for, such as watching a video or commenting on a blog. The information they collect can be made anonymous. They can't track other websites you visit.

**Targeting Cookies** 

These deliver adverts or messages relevant to you and your interests. Sometimes targeting cookies are linked to other sites, e.g. social networking sites. Temporary or more long-term cookies

Within these four categorisations of cookie, cookies are sorted as either temporary ('Session' cookies) or more long-term ('Persistent' cookies).

'Session' cookies link your actions in one session only. This 'session' starts when the webpage is opened and finishes when it is closed. Then the cookie is deleted forever.

'Persistent' cookies are where the cookie remains on a computer or other device for a specific period of time. They are activated automatically when you visit a particular website.

4. How to block or delete cookies?

If you decide you're not happy with the use of cookies on this website, you can easily delete them from the cookie folder of your browser. You can also set your browser to block cookies or to send a warning notice before a cookie is stored on your computer. More information about cookies you will find in your browser's menu.

When you block cookies, you can still use our websites but it will have a negative impact on the usability of these websites.

#### **CUSTOMER SERVICE**

1. If you are unhappy with any aspects of the services and/or products that we have provided to you or have any queries or comments regarding the service, please email us at newholdingllc@gmail.com

# CONTACT

New holding LLC.