

# Terms and Conditions DareVita International Inc.

## Introduction

### **Welcome to DareVita International Inc.**

These Terms & Conditions ("Terms", "Terms and Conditions") govern your relationship with DareVita International Inc. ("Company", "we", "us", or "our"). By accessing or using our website, <https://darevita.com>, and any services provided through the website (collectively, the "Service"), you agree to be bound by these Terms.

Please read these Terms carefully before using our Service. If you do not agree with any part of these Terms, you must not access or use the Service.

### **Binding Agreement:**

These Terms constitute a legally binding agreement between you (the "User", "you", or "your") and DareVita International Inc. By accessing or using any part of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.

### **Age Requirement:**

You must be at least 18 years old to use our Service. By accessing or using the Service, you represent and warrant that you meet this age requirement.

### **Acceptance of Additional Terms:**

Certain areas of the Service may be subject to additional terms and conditions. By using those areas, or any part of them, you agree to comply with those additional terms, which are incorporated into these Terms by reference.

### **Electronic Communications:**

When you use the Service or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as emails, notices, and other forms of communication provided through the Service.

## Company Information

### **About Us:**

DareVita International Inc. offers a range of wellness products, including Lactigo, designed to support your overall health and well-being. These products are intended for personal use and general wellness purposes, and they do not claim to diagnose, treat, cure, or prevent any medical condition. Always consult a healthcare professional for personalized advice.

### **Contact Information:**

**Company Name:** DareVita International Inc.

**Registered Address:** DareVita International Inc. Address is 30 N Gould St, Ste R, Sheridan, Wyoming 82801.

**Customer Support Email:** Info@darevita.com

**Customer Support Phone Number:** +1 (866) 256-8431

**Customer Support Ticket:** Available in back office.

### **Customer Support:**

Our customer support team is available to assist you with any questions or concerns you may have regarding our services. You can reach us during our business hours via the contact details provided above.

### **Registered Office:**

DareVita International Inc. is registered at the following address:

**Company Name:** DareVita International Inc.

**Registered Address:** DareVita International Inc. Address is 30 N Gould St, Ste R, Sheridan, Wyoming 82801.

### **Jurisdiction and Compliance:**

DareVita International Inc. operates in compliance with the laws and regulations of Wyoming. All services provided through our website are governed by the legal framework applicable in this jurisdiction.

## Definitions

In these Terms & Conditions, the following terms shall have the meanings set forth below. These definitions apply whether the terms are used in the singular or plural form.

### **"Account"**

Refers to the personal account created by a User on DareVita International Inc. 's website <https://darevita.com> to access certain features or services.

### **"Company"**

Refers to DareVita International Inc., the provider of the services offered through the website.

### **"Content"**

Includes any text, images, videos, information, or other materials made available through the Service, including User-Generated Content and Company-provided content.

### **"Product"**

Refers to the Lactigo product offered by DareVita International Inc. through the website <https://darevita.com>

### **"Third-Party Provider"**

Means any external service provider, such as shipping services, whose services are offered through our website.

### **"User"**

Refers to any person or entity who accesses or uses the Product or Service provided by DareVita International Inc., including both registered and unregistered users.

### **"User-Generated Content"**

Means any content, including but not limited to reviews, comments, photos, and other materials, that Users submit or upload to the website.

### **"Website"**

Refers to <https://darevita.com>, the official online platform operated by DareVita International Inc. where the Product is provided.

### **"You" or "Your"**

Refers to you, the individual or entity accessing or using the Service.

## Scope of Services

### **Overview:**

DareVita International Inc., offers a range of wellness products, including Lactigo, designed to support your overall health and well-being. These products are intended for personal use and general wellness purposes, and they do not claim to diagnose, treat, cure, or prevent any medical condition. Always consult a healthcare professional for personalized advice.

### **Product Provided:**

#### **1. Lactigo:**

Users can buy Lactigo (manufactured via Ethoderm Inc. headquartered at 1887 Whitney Mesa Dr #3252, Henderson, NV 89014) via the website <https://darevita.com>.

### **Intermediary Role:**

DareVita International Inc. acts solely as an intermediary between Users and third-party service providers. We do not own, operate, or control the services provided by these third-party providers.

### **Limitations of Service:**

While DareVita International Inc. strives to ensure that all information provided on our website is accurate, we cannot guarantee the completeness, reliability, or availability of the services offered by third-party providers. All products are subject to the terms and conditions of the respective third-party providers, and DareVita International Inc. is not responsible for any issues arising from third-party services, including cancellations, delays, shipping issues or quality concerns.

### **Service Availability:**

DareVita International Inc. makes every effort to ensure the website is available at all times. However, we do not guarantee uninterrupted access to our services and may need to temporarily suspend or limit access for maintenance, updates, or other reasons beyond our control.

## User Accounts

### **Account Creation:**

To access certain features of the website, you may be required to create a user account on DareVita International Inc. 's website <https://darevita.com>. When creating an account, you agree to provide accurate, current, and complete information about yourself as prompted by the registration process. You are responsible for maintaining the accuracy of this information at all times.

### **Account Security:**

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your account. You agree to notify DareVita International Inc. immediately of any unauthorized use of your account or any other breach of security. DareVita International Inc. will not be liable for any loss or damage arising from your failure to protect your account credentials.

### **Account Use:**

Your account is personal to you, and you are not permitted to transfer or share your account with others. You agree to use your account for lawful purposes and in compliance with these Terms. You may not use your account to engage in any illegal or fraudulent activities.

### **Termination or Suspension of Account:**

DareVita International Inc. reserves the right to suspend or terminate your account at our discretion, without notice, if we believe you have violated these Terms, provided false information, or engaged in activities that harm the integrity of our Service. Upon termination, your right to access and use the Service will immediately cease.

### **Multiple Accounts:**

Each user is allowed to create only one account. Creating multiple accounts to circumvent these Terms or for any other deceptive purposes is strictly prohibited. If DareVita International Inc. detects multiple accounts associated with a single user, we may terminate or suspend all related accounts.

### **Account Deletion:**

You may delete your account at any time by contacting DareVita International Inc. at [Info@darevita.com](mailto:Info@darevita.com). Upon deletion of your account, any personal data associated with your account will be handled in accordance with our Privacy Policy.

### **Payment Authorization:**

By buying a product through DareVita International Inc., you authorize us to charge your payment method for the total amount of your product purchase, including any applicable taxes, fees, and surcharges. You agree that DareVita International Inc. may charge your payment method without further authorization from you at the time of purchase.

### **Failure to Pay:**

If your payment method is declined or if you fail to pay for the product, DareVita International Inc., reserves the right to cancel your purchase. You will be notified of such cancellation via email. DareVita International Inc. is not responsible for any consequences arising from a canceled purchase due to non-payment.

### **Cancellation by DareVita International Inc.:**

In rare cases, DareVita International Inc. may need to cancel your purchase due to unforeseen circumstances, such as operational issues with the third-party provider or force majeure events. In such cases, we will notify you as soon as possible and offer alternative arrangements or a full refund, depending on the situation.

## Pricing and Payment Terms

### **Pricing Structure:**

The prices displayed on our website for various products and are subject to change without notice. Prices may vary based on factors such as availability, packages, and the terms set by third-party providers.

### **Taxes and Fees:**

All prices quoted on DareVita International Inc. are exclusive of applicable taxes, fees, and surcharges unless otherwise stated. These additional charges will be calculated and displayed at the time of booking and included in the total price. It is your responsibility to review these charges before completing your booking.

### **Promotional Pricing:**

From time to time, DareVita International Inc. may offer promotional pricing or discounts on certain services. These promotions are subject to specific terms and conditions, including but not limited to limited availability, time restrictions, and eligibility criteria. Once the promotional period ends, standard pricing will apply.

### **Price Changes:**

DareVita International Inc. reserves the right to adjust prices at any time, including after you have made a purchase, to reflect changes in market conditions, third-party provider pricing, or currency fluctuations. In the event of a price increase after your purchase is

confirmed, you will be notified, and you may have the option to accept the new price or cancel your purchase for a full refund.

### **Payment Methods:**

We accept the following payment methods: Our website or phone (e.g., credit cards, debit cards, PayPal, etc.). All payments must be made in US Dollar, and you agree to provide accurate and valid payment information when making a booking.

### **Payment Timing:**

Full payment is required at the time of purchase unless otherwise stated. For certain services or packages, DareVita International Inc. may offer payment plans or installments. If applicable, these options will be clearly communicated during the booking process, along with the payment schedule and any associated fees.

### **Automatic Renewals:**

For subscription-based services, your subscription may automatically renew at the end of the term. You will be notified in advance of any upcoming renewal and the applicable charges. You may cancel the renewal by following the instructions provided in the notification or by contacting DareVita International Inc. before the renewal date.

### **Failed Payments:**

If your payment method fails, DareVita International Inc. will notify you and provide an opportunity to update your payment information. If you do not update your payment method your purchase or subscription may be canceled, and any services associated with the booking will be terminated.

### **Refunds for Overpayments:**

In the event of an overpayment, DareVita International Inc. will refund the excess amount to your original payment method within 7 days of notification. It is your responsibility to contact us if you believe you have been overcharged.

### **Currency Conversion:**

If you are making a payment in a currency other than US Dollar, the actual amount charged may vary due to currency conversion rates at the time of processing. DareVita International Inc. is not responsible for any differences between the quoted price and the amount charged due to currency conversion.

## Cancellation and Refund Policy

### **Cancellation by User:**

You may cancel your purchase or subscription before the scheduled service date at any time before the scheduled purchase date. However, cancellations are subject to the terms and conditions of the third-party provider and may incur cancellation fees. The following general policies apply unless otherwise specified at the time of purchase.

### **Requesting a Refund:**

To request a refund, you must contact DareVita International Inc. at [Info@darevita.com](mailto:Info@darevita.com) or through your account dashboard. Refund requests must be made within 14 days of cancellation. Refunds will be processed within 7 days of approval and will be credited to the original payment method.

### **Partial Refunds:**

In some cases, you may be eligible for a partial refund if only a portion of your purchase is canceled. The amount of the partial refund will depend on the terms of the third-party provider and any applicable fees.

### **Refunds for Service Disruptions:**

If a purchase is canceled by the third-party provider due to unforeseen circumstances (e.g., weather, operational issues), you may be eligible for a full or partial refund, depending on the provider's policy. DareVita International Inc. will facilitate the refund process on your behalf, but the final decision lies with the third-party provider.

### **Administrative Fees:**

All refunds may be subject to an administrative fee of 10%. This fee covers the costs associated with processing the refund.

### **Chargebacks:**

If you initiate a chargeback through your bank or credit card company without first contacting DareVita International Inc. in writing at [Info@darevita.com](mailto:Info@darevita.com) to resolve the issue, we reserve the right to dispute the chargeback and may charge you an additional fee to cover any costs incurred.

## Subscription Services

### **Overview of Subscription Services:**

DareVita International Inc. may offer subscription-based services that provide Users with ongoing purchases. By subscribing to these services, you agree to pay the subscription fees in accordance with the terms outlined at the time of subscription.

### **Subscription Plans:**



DareVita International Inc. offers various subscription plans that may differ in pricing, features, and benefits. The details of each plan, including the price and billing cycle, will be provided during the subscription process. You can choose the plan that best suits your needs.

### **Free Trials:**

We may offer free trials for certain subscription services. The duration of the free trial and the specific terms will be provided at the time of the offer. If you do not cancel your subscription before the end of the free trial period, you will be automatically charged for the full subscription fee.

### **Billing and Payment:**

**Automatic Billing:** Subscriptions are billed in advance on a recurring basis (e.g., monthly or annually) as specified during the subscription process. You agree to be charged automatically at the beginning of each billing cycle until you cancel your subscription.

**Payment Method:** You must provide a valid payment method when subscribing. DareVita International Inc. will automatically charge this payment method on the billing date for the applicable subscription fees.

### **Subscription Renewal:**

Your subscription will automatically renew at the end of each billing cycle unless you cancel it before the renewal date. You will be notified of the upcoming renewal, and any changes to the subscription fees, at least 5 days before your renewal date. If you do not wish to renew your subscription, you must cancel it before the renewal date to avoid being charged for the next billing cycle.

### **Upgrading or Downgrading Subscription Plans:**

You may upgrade or downgrade your subscription plan at any time. The change will take effect immediately, and the new subscription fee will be prorated based on the remaining time in your current billing cycle. Any additional charges or refunds will be applied to your payment method.

### **Cancellation of Subscription:**

**How to Cancel:** You may cancel your subscription at any time by logging into your account and following the cancellation instructions or by contacting DareVita International Inc. at [Info@darevita.com](mailto:Info@darevita.com).

**Effect of Cancellation:** If you cancel your subscription, you will continue to have access to the subscription services until the end of your current billing cycle. No refunds will be provided for any unused portion of the subscription period.

**Refunds for Subscriptions:**

Subscription fees are non-refundable, except where required by law. If you believe you have been charged in error, you must contact DareVita International Inc. within 7 days of the charge to request a refund. Refund requests are evaluated on a case-by-case basis, and DareVita International Inc. reserves the right to deny any request.

**Subscription Termination by DareVita International Inc.:**

DareVita International Inc. reserves the right to terminate your subscription at any time, without notice, if we determine that you have violated these Terms or if your account has been inactive for an extended period. In such cases, you will not be entitled to any refunds.

Third-Party Services

**Role of Third-Party Providers:**

DareVita International Inc. acts as an intermediary between you and third-party service providers, such as manufacturer and shipping ("Third-Party Providers"). We facilitate these services on your behalf by providing the services provided by Third-Party Providers.

**Responsibility of Third-Party Providers:**

Each Third-Party Provider is responsible for providing the services you book through our platform. This includes ensuring the quality, safety, and accuracy of the services, as well as handling any changes, cancellations, or issues that arise. You acknowledge that your relationship with Third-Party Providers is governed by their specific terms and conditions, which may include limitations on liability, cancellation policies, and other important terms.

**Third-Party Terms and Conditions:**

By making a booking through DareVita International Inc., you agree to be bound by the terms and conditions of the relevant Third-Party Providers. These terms and conditions will be made available to you during the booking process. It is your responsibility to review these terms carefully, as they contain important information about your rights and obligations.

**No Guarantee of Third-Party Performance:**

While DareVita International Inc. strives to partner with reputable Third-Party Providers, we do not guarantee the performance, availability, or suitability of any services provided by them. Any issues with the services provided by Third-Party Providers, including but not limited to cancellations, delays, or quality concerns, must be addressed directly with the Third-Party Provider.

### **Third-Party Payment Processing:**

In some cases, payments for services booked through DareVita International Inc. may be processed directly by the Third-Party Provider. In such cases, the transaction will be governed by the payment terms and conditions of the Third-Party Provider, and DareVita International Inc. will not be responsible for any payment-related issues.

### **Third-Party Liability:**

DareVita International Inc. is not liable for any damages, losses, or injuries that occur as a result of services provided by Third-Party Providers. This includes, but is not limited to, issues arising from cancellations or other service disruptions.

### **Changes to Third-Party Services:**

Third-Party Providers may change or cancel their services at any time due to various reasons, including operational issues, weather conditions, or other unforeseen events. DareVita International Inc. will make every effort to notify you of any changes to your service or product as soon as we are informed by the Third-Party Provider. However, we are not responsible for any inconvenience or losses caused by such changes.

### **Customer Support for Third-Party Services:**

DareVita International Inc. offers customer support to assist you in resolving issues with Third-Party Providers. If you encounter any problems with a service you booked through our platform, please contact our customer support team at [Info@darevita.com](mailto:Info@darevita.com), and we will do our best to assist you in reaching a resolution.

### **Third-Party Dispute Resolution:**

Any disputes between you and a Third-Party Provider must be resolved directly with the provider. DareVita International Inc. is not responsible for mediating or resolving disputes between you and Third-Party Providers, but we may provide assistance or guidance in contacting the provider.

## User Conduct and Responsibilities

### **Acceptable Use:**

You agree to use the Service provided by DareVita International Inc. in accordance with these Terms & Conditions and all applicable laws and regulations. You must not use the Service for any unlawful or prohibited activities, including but not limited to:

**1. Fraudulent Activities:**

Engaging in fraudulent purchases, impersonating another person, or providing false information.

**2. Abuse of the Service:**

Attempting to gain unauthorized access to any portion of the Service, interfering with the operation of the website, or exploiting any vulnerabilities in the system.

**3. Violation of Intellectual Property:**

Using, distributing, or copying any content from the website without proper authorization or infringing on the intellectual property rights of others.

**4. Harmful Conduct:**

Posting or transmitting any unlawful, harmful, defamatory, obscene, or otherwise objectionable content through the website or in connection with your use of the Service.

**5. Automated Access:**

Using any automated systems, including "bots," "spiders," or "scrapers," to access the website or collect data from the Service without express permission from DareVita International Inc..

**Responsibility for User-Generated Content:**

You are solely responsible for any content you submit, post, or share on the DareVita International Inc. website, including reviews, comments, photos, or other materials ("User-Generated Content"). By submitting content, you represent and warrant that:

**1. Ownership:**

You own or have the necessary rights and permissions to use and share the content.

**2. Accuracy:**

The content is accurate, truthful, and not misleading.

**3. Compliance:**

The content complies with all applicable laws and does not infringe on the rights of any third party.

### **Prohibited Content:**

You may not submit, post, or share content that:

#### **1. Is Offensive or Hateful:**

Content that promotes hatred, violence, or discrimination against individuals or groups based on race, religion, gender, nationality, disability, sexual orientation, or other characteristics.

#### **2. Is Defamatory or Libelous:**

Content that is false or harmful to the reputation of others.

#### **3. Contains Malware or Harmful Code:**

Content that contains viruses, malware, or other harmful code that could damage or disrupt the Service or the systems of other users.

#### **4. Violates Privacy:**

Content that violates the privacy rights of others, including the unauthorized sharing of personal information.

### **Reporting Violations:**

If you believe that another user is violating these Terms or engaging in unlawful behavior, you may report the activity to DareVita International Inc. at [Info@darevita.com](mailto:Info@darevita.com). DareVita International Inc. reserves the right to investigate any reported violations and take appropriate action, including suspending or terminating user accounts.

### **Consequences of Violations:**

If you violate these Terms or engage in any prohibited activities, DareVita International Inc. reserves the right to take one or more of the following actions:

#### **1. Account Suspension or Termination:**

Your account may be suspended or permanently terminated without notice.

#### **2. Content Removal:**

Any User-Generated Content that violates these Terms may be removed from the website without prior notice.

### **3. Legal Action:**

DareVita International Inc. may pursue legal action against you for any damages or losses resulting from your violation of these Terms.

### **4. Disclosure to Authorities:**

In the event of unlawful conduct, DareVita International Inc. may report your activities to the relevant authorities.

### **Indemnification:**

You agree to indemnify and hold DareVita International Inc., its affiliates, officers, directors, employees, and agents harmless from and against any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

#### **1. Your Use of the Service:**

Any use of the Service in violation of these Terms.

#### **2. Your User-Generated Content:**

Any claim that your User-Generated Content infringes on the rights of others or violates any law.

#### **3. Your Violation of These Terms:**

Any breach of these Terms or applicable laws by you.

## User-Generated Content

### **License to Use User-Generated Content:**

By submitting, posting, or sharing any User-Generated Content on DareVita International Inc.'s website, you grant DareVita International Inc. a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content throughout the world in any media.

### **Attribution:**

DareVita International Inc. may, but is not obligated to, provide attribution to your User-Generated Content by displaying your username or any other name associated with the content you submit. You waive any right to compensation or attribution for any use of your User-Generated Content by DareVita International Inc. or its sublicensees.

**Right to Modify or Remove Content:**

DareVita International Inc. reserves the right, but is not obligated, to monitor, edit, or remove any User-Generated Content that, in our sole discretion, violates these Terms or is otherwise objectionable. This includes content that is deemed offensive, illegal, or infringing on the rights of others.

**Prohibited Content:**

User-Generated Content that falls under the following categories is strictly prohibited:

**1. Illegal Content:**

Content that promotes or participates in illegal activities, including but not limited to the distribution of illegal substances, human trafficking, or any form of exploitation.

**2. Infringing Content:**

Content that infringes on the intellectual property rights, privacy rights, or other legal rights of third parties, including but not limited to copyright, trademark, and patent rights.

**3. Defamatory Content:**

Content that defames, harasses, or threatens others, including individuals, groups, or entities.

**4. Misleading or Deceptive Content:**

Content that is false, misleading, or deceptive, including fake reviews or fraudulent claims.

**5. Obscene or Offensive Content:**

Content that is obscene, vulgar, or otherwise offensive, including content that promotes hate speech or violence.

**Ownership of Content:**

You retain ownership of any User-Generated Content you submit to DareVita International Inc.. However, by submitting content, you represent and warrant that you

own or have the necessary rights and permissions to grant the licenses and permissions set forth in these Terms.

### **Reporting Infringement:**

If you believe that your intellectual property rights have been infringed by User-Generated Content on our website, you may report the infringement by contacting our DMCA agent at [Info@darevita.com](mailto:Info@darevita.com). Please provide sufficient detail to allow us to identify and address the alleged infringement.

### **No Endorsement of User-Generated Content:**

DareVita International Inc. does not endorse any User-Generated Content posted by users on our website. All opinions, advice, statements, or other information expressed by users are those of the respective users and do not reflect the views of DareVita International Inc..

### **Responsibility for User-Generated Content:**

You are solely responsible for the User-Generated Content you submit, post, or share on the website. You agree to indemnify and hold DareVita International Inc. harmless from any claims, liabilities, or damages arising out of or related to your User-Generated Content.

## Release of Liability

### **General Release:**

To the fullest extent permitted by law, you release DareVita International Inc., its affiliates, officers, directors, employees, agents, and licensors from any and all claims, demands, losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from:

#### **1. Your Use of the Service:**

Any interaction you have with the DareVita International Inc. website or any product and services you purchase through our platform.

#### **2. Third-Party Services:**

Any actions or omissions of third-party service providers, including but not limited to manufacturer, or other shipping entities.

#### **3. User-Generated Content:**



Any content submitted by users, including any errors, omissions, or inaccuracies in such content, or the defamatory, offensive, or illegal conduct of any user or third party.

**Limitation of Liability:**

In no event shall DareVita International Inc., its affiliates, officers, directors, employees, agents, or licensors be liable for:

**1. Indirect or Consequential Damages:**

Any indirect, incidental, special, exemplary, or consequential damages, including but not limited to loss of profits, goodwill, use, data, or other intangible losses, even if DareVita International Inc. has been advised of the possibility of such damages.

**2. Service Interruptions:**

Any failure or delay in performance of the Service or website, including but not limited to interruptions due to maintenance, technical issues, or any events beyond our reasonable control.

**3. Third-Party Acts or Omissions:**

Any damages or losses resulting from the acts, errors, or omissions of third-party service providers, including their failure to perform their obligations, delays, overbookings, cancellations, or any other service-related issues.

**Maximum Liability:**

Notwithstanding anything to the contrary in these Terms, the maximum aggregate liability of DareVita International Inc. for any and all claims arising out of or related to the use of the Service, whether in contract, tort, or otherwise, shall not exceed the total amount paid by you for the specific service in question.

**Force Majeure:**

DareVita International Inc. shall not be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is due to causes beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, government actions, strikes, or technical failures ("Force Majeure Events"). In the event of a Force Majeure Event, DareVita International Inc. will make reasonable efforts to notify users and provide alternative solutions, where possible.

**Assumption of Risk:**

You acknowledge that wellness products involve certain inherent risks, including but not limited to accidents, illness, injury, or loss of personal property. By using our Service,

you voluntarily assume all risks associated with your purchase and agree that DareVita International Inc. shall not be responsible for any losses or damages arising from such risks.

### **No Liability for User Actions:**

DareVita International Inc. is not responsible for the actions, omissions, or behavior of any users of our Service, whether online or offline. You agree that any legal remedy or liability you seek to obtain for actions or omissions of other users will be limited to a claim against the individual users who caused harm to you, and not to DareVita International Inc..

### **Indemnification:**

You agree to indemnify, defend, and hold harmless DareVita International Inc., its affiliates, officers, directors, employees, agents, and licensors from any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with:

#### **1. Your Use of the Service:**

Any use or misuse of the Service by you, including any breach of these Terms.

#### **2. Your User-Generated Content:**

Any claims that your User-Generated Content infringes upon the rights of others or violates any law.

#### **3. Your Violation of Laws or Rights:**

Any breach of applicable laws or the rights of any third party by you.

Satisfaction Guarantee (if applicable)

### **Overview of Satisfaction Guarantee:**

DareVita International Inc. may offer a Satisfaction Guarantee on certain services or products. This guarantee allows you to request a refund or other compensation if you are not satisfied with the service provided. The specific terms and conditions of the Satisfaction Guarantee will be outlined at the time of booking or purchase.

### **Eligibility:**

To be eligible for the Satisfaction Guarantee, you must:

#### **1. Use the Service as Intended:**

Follow all instructions and guidelines provided by DareVita International Inc. and any relevant third-party service providers.

## **2. Submit a Timely Request:**

Notify DareVita International Inc. of your dissatisfaction within 14 days of receiving the service or product. Requests made after this period may not be eligible for the guarantee.

## **3. Provide Valid Reasons:**

Clearly state the reasons for your dissatisfaction and provide any supporting documentation or evidence. The guarantee does not apply to subjective opinions, such as personal preferences, unless there is a clear deviation from the promised service or product.

## **Exclusions:**

The Satisfaction Guarantee does not apply in the following cases:

### **1. Non-Refundable Services:**

Services or products marked as non-refundable or provided under special promotions, discounted rates, or last-minute deals.

### **2. Third-Party Failures:**

Dissatisfaction resulting from issues caused by third-party providers, or quality concerns that are outside the control of DareVita International Inc..

### **3. Force Majeure Events:**

Issues arising from circumstances beyond the control of DareVita International Inc., such as natural disasters, war, or other Force Majeure Events.

### **4. Customer Error:**

Situations where dissatisfaction is due to user error, such as incorrect information provided during the purchase process or failure to follow instructions.

## **Requesting a Refund or Compensation:**

To request a refund or other compensation under the Satisfaction Guarantee, you must:

### **1. Contact Customer Support:**

Submit your request to DareVita International Inc.'s customer support team at [Info@darevita.com](mailto:Info@darevita.com) or through your account dashboard.

## **2. Provide Documentation:**

Include any relevant documentation or evidence that supports your claim, such as photos, screenshots, or written descriptions.

## **3. Await Review:**

DareVita International Inc. will review your request and determine whether you are eligible for a refund or compensation. This process may take up to 7 days.

## **Outcome of Satisfaction Guarantee Request:**

### **1. Approval:**

If your request is approved, DareVita International Inc. will issue a refund to your original payment method or provide alternative compensation, such as a credit towards future services.

### **2. Denial:**

If your request is denied, DareVita International Inc. will provide a detailed explanation of the decision. You may appeal the decision by providing additional information or evidence, which will be considered on a case-by-case basis.

## **Limitations of Satisfaction Guarantee:**

The Satisfaction Guarantee is limited to one claim per service or product. Multiple claims for the same issue or service may be denied. DareVita International Inc. reserves the right to modify or discontinue the Satisfaction Guarantee at any time, with notice to users.

## Privacy and Data Use

### **Privacy Policy Overview:**

Your privacy is important to DareVita International Inc.. This section outlines our practices regarding the collection, use, and sharing of your personal information when you use our Service. For more detailed information, please refer to our full Privacy Policy at <https://darevita.com/privacy>.

### **Information We Collect:**

### **1. Personal Information:**

When you create an account, purchase a product, or contact customer support, we may collect personal information such as your name, email address, phone number, payment details, and travel preferences.

### **2. Usage Data:**

We may collect information about your interactions with our website, such as your IP address, browser type, pages visited, time spent on pages, and other analytical data.

### **3. Cookies and Tracking Technologies:**

We use cookies and similar tracking technologies to enhance your experience on our website, remember your preferences, and collect information about how you interact with our Service. You can manage your cookie preferences through your browser settings.

### **How We Use Your Information:**

DareVita International Inc. uses your personal information for the following purposes:

#### **1. To Provide and Improve Our Services:**

Process your purchases, manage your account, and improve the functionality of our website.

#### **2. To Communicate with You:**

Send you purchase confirmations, updates, customer support communications, and promotional materials.

#### **3. To Personalize Your Experience:**

Tailor the content and recommendations on our website based on your preferences and past interactions.

#### **4. To Comply with Legal Obligations:**

Fulfill legal and regulatory requirements, such as anti-fraud measures, and respond to legal requests or claims.

### **Sharing Your Information:**

DareVita International Inc. may share your information with the following parties:

### **1. Third-Party Service Providers:**

We may share your information with third-party providers to facilitate your purchase and deliver the services you have requested.

### **2. Business Partners and Affiliates:**

We may share information with our business partners and affiliates for marketing purposes, provided you have given consent to receive such communications.

### **3. Legal and Regulatory Authorities:**

We may disclose your information to legal or regulatory authorities if required by law, or if we believe that such action is necessary to protect our rights, comply with a judicial proceeding, court order, or legal process.

### **4. Data Analytics Providers:**

We may share anonymized data with analytics providers to help us understand how our users interact with our Service and to improve our offerings.

### **Data Security:**

DareVita International Inc. takes reasonable measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee the absolute security of your data.

### **Your Rights:**

Depending on your jurisdiction, you may have the following rights regarding your personal information:

#### **1. Access:**

Request access to the personal information we hold about you.

#### **2. Correction:**

Request correction of any inaccurate or incomplete information.

#### **3. Deletion:**

Request the deletion of your personal information, subject to certain exceptions.

#### **4. Objection:**

Object to the processing of your personal information for direct marketing purposes or on other legitimate grounds.

#### **5. Data Portability:**

Request the transfer of your personal information to another service provider.

#### **Managing Your Information:**

You can manage your personal information by logging into your account and updating your profile settings. If you wish to exercise any of your rights or have questions about our privacy practices, please contact us at [Info@darevita.com](mailto:Info@darevita.com).

#### **Data Retention:**

DareVita International Inc. will retain your personal information only for as long as necessary to fulfill the purposes for which it was collected, or as required by law. After this period, your data will be securely deleted or anonymized.

### Intellectual Property Rights

#### **Ownership of Content:**

All content available on the DareVita International Inc. website, including but not limited to text, graphics, logos, images, videos, software, and other materials (collectively, the "Content"), is the exclusive property of DareVita International Inc. or its licensors and is protected by copyright, trademark, and other intellectual property laws.

#### **Trademarks:**

The trademarks, service marks, logos, and trade names displayed on the website, including the DareVita International Inc. name and logo, are registered and unregistered trademarks of DareVita International Inc. and its affiliates. You are not permitted to use these trademarks without the prior written consent of DareVita International Inc., except as required to access and use the services provided by DareVita International Inc. under these Terms.

#### **Limited License:**

DareVita International Inc. grants you a limited, non-exclusive, non-transferable license to access and use the website and its Content solely for your personal and non-commercial use. This license does not permit you to:

#### **1. Copy, Modify, or Distribute Content:**

You may not copy, reproduce, modify, distribute, display, perform, or transmit any part of the Content without the prior written consent of DareVita International Inc..

## **2. Create Derivative Works:**

You are not allowed to create derivative works based on the Content of the website.

## **3. Commercial Use:**

You may not use the Content for any commercial purposes without obtaining a license from DareVita International Inc..

## **User-Generated Content:**

By submitting, posting, or displaying any content on or through the DareVita International Inc. website, you grant DareVita International Inc. a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content in connection with providing and promoting the Service.

## **Infringement Notices:**

If you believe that any content on the DareVita International Inc. website infringes upon your intellectual property rights, you may notify DareVita International Inc. by providing detailed information about the alleged infringement. DareVita International Inc. will take appropriate actions in accordance with applicable intellectual property laws.

## **Termination of License:**

DareVita International Inc. reserves the right to terminate your access to the website and the granted license at any time if you violate these Terms or any applicable laws regarding intellectual property.

## **DMCA Policy**

### **Digital Millennium Copyright Act (DMCA) Compliance:**

DareVita International Inc. respects the intellectual property rights of others and expects users of our Service to do the same. It is our policy to respond to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). If you believe that your work has been copied in a way that constitutes copyright infringement, please follow the procedure outlined below.

### **Filing a DMCA Notice:**



If you believe that content on our website infringes upon your copyright, you may submit a DMCA Notice to our designated DMCA Agent. The notice must include the following information:

**1. Your Contact Information:**

Your name, address, telephone number, and email address.

**2. Description of the Infringing Work:**

A description of the copyrighted work that you claim has been infringed.

**3. Location of the Infringing Content:**

A description of where the allegedly infringing material is located on the DareVita International Inc. website, including the URL or other specific location details.

**4. Statement of Good Faith:**

A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

**5. Statement of Accuracy:**

A statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

**6. Electronic or Physical Signature:**

Your electronic or physical signature.

**DMCA Agent Contact Information:**

**DMCA Agent:** Counxel Legal Firm

**Email:** [Info@darevita.com](mailto:Info@darevita.com)

**Counter-Notice:**

If you believe that the content removed or disabled by DareVita International Inc. following a DMCA Notice was removed or disabled as a result of mistake or misidentification, you may submit a counter-notice. The counter-notice must include the following information:

**1. Your Contact Information:**

Your name, address, telephone number, and email address.

**2. Description of the Removed Content:**

A description of the material that has been removed or to which access has been disabled, and the location where the material appeared before it was removed or disabled.

**3. Statement of Good Faith:**

A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.

**4. Consent to Jurisdiction:**

A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside the United States, for any judicial district in which DareVita International Inc. may be found, and that you will accept service of process from the person who provided the original DMCA Notice or an agent of that person.

**5. Electronic or Physical Signature:**

Your electronic or physical signature.

**Repeat Infringer Policy:**

DareVita International Inc. may, in appropriate circumstances, terminate the accounts of users who are repeat infringers. If your account is terminated due to repeat infringement, you will be notified, and you will not be entitled to any refunds or compensation.

**False Claims:**

Please be aware that under the DMCA, anyone who knowingly makes false claims in a DMCA Notice or counter-notice may be liable for damages, including costs and attorneys' fees. Therefore, please ensure the accuracy of your claims before submitting a notice.

**Arbitration Clause and Dispute Resolution**

**Binding Arbitration:**

Any disputes, claims, or controversies arising out of or relating to these Terms & Conditions, the breach thereof, or your use of the Service shall be resolved by binding arbitration, rather than in court, except for matters that may be taken to small claims

court. This includes any claims against DareVita International Inc. or its affiliates, officers, directors, employees, agents, or licensors.

**Class Action Waiver:**

You agree that any arbitration under these Terms will take place on an individual basis. Class arbitrations and class/representative/collective actions are not permitted. By agreeing to these Terms, you waive your right to participate in any class action lawsuit against DareVita International Inc..

**Exceptions to Arbitration:**

Notwithstanding the above, both you and DareVita International Inc. retain the right to seek injunctive or other equitable relief in a state or federal court to prevent the actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights. In such cases, you agree that the courts located in Wyoming shall have exclusive jurisdiction.

**Opt-Out Provision:**

You have the right to opt out of this arbitration clause within 30 days of the date that you first agreed to these Terms by sending a written notice of your decision to opt out to [Info@darevita.com](mailto:Info@darevita.com). Your written notice must include your name, address, and any other relevant account information. If you opt out of this arbitration clause, all other parts of these Terms will continue to apply. Opting out of this arbitration clause has no effect on any other arbitration agreements you may currently have, or may enter into in the future, with DareVita International Inc..

**Costs of Arbitration:**

The payment of all filing, administration, and arbitrator fees will be governed by rules, unless otherwise stated in this agreement. If you prevail in arbitration, you may be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

**Time Limit for Claims:**

Any claim you may have arising out of or relating to these Terms or your use of the Service must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

**Governing Law:**

This arbitration agreement is governed by the Federal Arbitration Act (FAA) and not by any state law concerning arbitration. The arbitrator shall apply the substantive law of Wyoming, except as otherwise provided by the FAA.

## Governing Law

### **Jurisdiction and Applicable Law:**

These Terms & Conditions and any disputes or claims arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Wyoming, without giving effect to any choice or conflict of law provision or rule (whether of Las Vegas, Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Wyoming.

### **Exclusive Jurisdiction:**

You agree that any legal action or proceeding arising out of or relating to these Terms or your use of the Service shall be brought exclusively in the courts of Wyoming. You irrevocably consent to the jurisdiction of such courts and waive any objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver of Jury Trial:**

You and DareVita International Inc. hereby waive any constitutional and statutory rights to go to court and have a trial in front of a judge or a jury. Instead, you elect that all claims and disputes shall be resolved by arbitration under Section 18. If any litigation is permitted between you and DareVita International Inc., you waive all rights to a jury trial.

### **Compliance with Laws:**

You agree to comply with all applicable laws and regulations of the jurisdiction from which you access or use the Service. You are solely responsible for ensuring that your use of the Service is in compliance with applicable laws.

### **Severability:**

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

### **Entire Agreement:**

These Terms, together with any policies or operating rules posted by DareVita International Inc. on the website or related to the Service, constitute the entire agreement between you and DareVita International Inc. regarding your use of the Service and supersede any prior or contemporaneous understandings, agreements, representations, or warranties, whether written or oral, with respect to the Service.

## Modifications to Terms

### **Right to Modify Terms:**

DareVita International Inc. reserves the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will provide at least 7 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### **Notification of Changes:**

We will notify you of changes by posting the revised Terms on our website and updating the "Last Updated" date at the top of these Terms. We may also provide additional notice, such as via email or through a prominent notice on our website.

### **Acceptance of Modifications:**

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the updated Terms. If you do not agree to the new terms, you must stop using the Service.

### **Reviewing Updated Terms:**

It is your responsibility to review these Terms periodically for any changes. The most current version of the Terms will be available on our website, and your continued use of the Service will be deemed acceptance of any changes.

## Contact Information

If you have any questions about these Terms & Conditions, please contact us at:

**Email:** [Info@darevita.com](mailto:Info@darevita.com)

**Phone:** +1 (866) 256-8431

**Address:** DareVita International Inc. Corporate Address is 30 N Gould St, Ste R, Sheridan, Wyoming 82801.