

## USER AGREEMENT

### Newa Nutrition Inc.

Version Date: February 22, 2018

#### 1. NAMES

Administration of the website – a group of the Company’s employees and its fiduciaries enacting the rules of using the website, managing its work, and controlling fulfillment of the current Agreement by the User.

Bonus – a product given to the Customer additionally to his order upon the Seller’s conditions.

Client – a legally capable (sui juris) person visiting the website, making orders via the Internet store, or mentioned as a receiver of the product in the order, and using the products for personal, family, home needs, not associated with entrepreneurial activity.

Confidential information- a piece of information with the access limited by its owner under of the legislation of the USA.

Content – texts, pictures, trademarks, logos, hyperlinks, audio and visual works, writings, presentations, computer programs, applications for cell phones and its parts, information and etc.

Cookies – a small piece of data sent from a website and stored on the user's computer by the user's web browser while the user is browsing and sent by the web-client to the web-server as an HTTP request each time while opening the webpage.

Customer service – services (feedback, hotline) helping the Customer to resolve the problems with using the website and online store.

Delivery service - a service providing the delivery under the contract with the Company.

Internet-store – the website, belonging to the Seller and located by the following address: <https://www.newanutrition.com/> and giving its clients an opportunity to get acquainted with the product information, conditions for payment and delivery as well as place an order.

Newa Nutrition Inc. (here and after – the Company) – the company, selling and promoting goods with the trademark of “Newa Nutrition Inc.”, “NEWA” and companion products.

Order - an application for delivery of the certain products from the range sent by the Customer.

Personal account – the user’s personal data for access to the web-site.

Seller – “Newa Nutrition Inc.”, located at: 227 NJ 33, Building 2 Suite 1, Manalapan NJ 07726; Phone: +17324146427; Fax: +17324146426, website: <https://www.newanutrition.com/>

Seller’s offer – information about the product, discounts, gifts, and other special conditions for purchase. It is not necessarily marked as a special offer.

Shopping cart – certain products chosen by the Client in the Internet store.

User – a visitor of the web-site.

Website - the web-page, identified with the Company and belonging to it.

## **2. TERMS OF USE AGREEMENT**

This Terms of Use Agreement (“Agreement”) constitutes a legally binding agreement made between you whether personally or on behalf of an entity (“User”, or “you” and Newa Nutrition Inc. (“The Company”, or “we” or “us” or “our”), concerning your access to and use of the <https://newanutrition.com/> website. The Website provides the following service: ordering and purchasing the product manufactured by the Newa Nutrition Inc.: proper food including low calories desserts, healthy snacks, drinks, sport meals, (“Company services”).

The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject The Company to any registration requirement within such judiciary or country.

Users under 18 are not permitted to register for the Website or use the Company Services.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS (IF APPLICABLE) AND ALSO BY CONTINUING TO USE THE WEBSITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT COMPANY MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE COMPANY SERVICES OR THE WEBSITE.

## **3. PURCHASES AND PAYMENT**

The Company bills you through an online billing account for purchases of products and/or services. You agree to pay the Company all charges at the prices then in effect for the products you or other persons using your billing account may purchase, and you authorize the Company to charge your chosen payment provider for any such purchases. You agree to make payment using that selected payment method. If you have ordered a product that is subject to recurring charges then your consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product. The Company reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by the Company. The Company may change prices at any time. All payments shall be in U.S. dollars.

## **4. USER REPRESENTATIONS**

### **Regarding your registration**

By using the Company Services, you represent and warrant that:

- A. All registration information you submit is truthful and accurate;
- B. You will maintain the accuracy of such information;
- C. You will keep your password confidential and will be responsible for all use of your password and account.
- D. You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Website;
- E. Your use of the Company Services does not violate any applicable law or regulation.

You also agree to:

- A. Provide true, accurate, current and complete information about yourself as prompted by the Website’s registration form;

- B. Maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

## **5. GUIDELINES FOR REVIEWS**

The Company may accept, reject or remove reviews in its sole discretion. The Company has absolutely no obligation to screen or delete reviews, even if anyone considers reviews objectionable or inaccurate. Those persons posting reviews should comply with the following criteria:

1. Reviewers should have firsthand experience with the product reviewed;
2. Reviews should not contain: offensive language, profanity, or abusive, racist, or hate language; discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation or disability; or references to illegal activity;
3. Reviewers should not be affiliated with competitors if posting negative reviews;
4. Reviewers should not make any conclusions as to the legality of conduct;
5. Reviewers may not post any false statements or organize a campaign encouraging others to post reviews, whether positive or negative.

Reviews are not endorsed by the Company, and do not represent the views of the Company or of any affiliate or partner of the Company. The Company does not assume liability for any review or for any claims, liabilities or losses resulting from any review. By posting a review, the reviewer hereby grants to the Company a perpetual, non-exclusive, worldwide, royalty-free, fully-paid assignable and sublicensable license to the Company to reproduce, modify, translate, transmit by any means, display, perform and/or distribute all content relating to reviewers.

## **6. SUBMISSIONS**

The User acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Company Service (“Submissions”) provided by the User to the Company are non-confidential and Company (as well as any designee of Company) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgement or compensation to you.

## **7. PROHIBITED ACTIVITIES**

You may not access or use the Website for any other purpose other than that for which Company makes it available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the Company. Prohibited activity includes, but is not limited to:

- A. Attempting to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;
- B. Attempting to impersonate another user or person or using the username of another user;
- C. Criminal or tortious activity;
- D. Deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website;
- E. Deleting the copyright or other proprietary rights notice from any Website content;

- F. Engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools;
- G. Except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or “bot”), cheat utility, scraper or offline reader that accesses the Website, or using or launching any unauthorized script or other software;
- H. Harassing, annoying, intimidating or threatening any Company employees or agents engaged in providing any portion of the Company Services to the User;
- I. Interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website;
- J. Making any unauthorized use of the Company Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means under false pretenses;
- K. Selling or otherwise transferring your profile;
- L. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from the Company;
- M. Tricking, defrauding or misleading the Company and other users, especially in any attempt to learn sensitive account information such as passwords;
- N. Using any information obtained from the Website in order to harass, abuse, or harm another person;
- O. Using the Company Services as part of any effort to compete with the Company or provide services as a service bureau;
- P. Using the website in a manner inconsistent with any and all applicable laws and regulations;
- Q. Uploading any content abusing, or offensive for other users, aimed at any kind of discrimination by ethnicity, religion, gender, political views; promoting inter-religious hate and intolerance, appeals for coup d'etat, any kind of fascist or Nazi ideas as well as pornographic content contradicting moral and ethical norms, breaking current international legislation that can cause damage to the Website or the Company.
- R. Using or copying the Content of the Web-site for commercial purposes, use the Content without the Copyright Sign, assign the Content from the website (including texts, photos and pictures) to anybody.

## **8. INTELLECTUAL PROPERTY RIGHTS**

The content of the Website (“Company Content”) and the trademarks, service marks and logos contained therein (“Marks”) are owned by or licensed to the Company, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Company Content, includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All the Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of Company in the United States and/or other countries, The Company’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner

that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

The Company Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the Company Content as well as download or print a copy of any portion of the Company Content to which you have properly gained access solely for your personal, non-commercial use. The Company reserves all rights not expressly granted to you in and to the Website and Company Content and Marks.

## **9. WEBSITE MANAGEMENT**

The Company reserves the right but does not have the obligation to:

- A. Monitor the Website for violations of this Agreement;
- B. Take appropriate legal action against anyone who, in the Company's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities.
- C. In Company's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any Company policy;
- D. In Company's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Company's systems.
- E. Otherwise manage the Website in a manner designed to protect the rights and property of the Company and others and to facilitate the proper functioning of the Website.

## **10. PRIVACY POLICY**

We care about the privacy of our users. Please review the Company Privacy Policy. By using the Website or Company Services, you are consenting to have your personal data transferred to and processed in the United States. By using the Website or the Company Services, you are consenting to the terms of our Privacy Policy.

## **11. USER DATA**

Our Website will maintain certain data that you transfer to the Website for the purpose of the performance of the Company Services, as well as data relating to your use of the Company Services. Although we perform regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using the Company Services. You agree that the Company shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against the Company arising from any such loss or corruption of such data.

## **12. TERM AND TERMINATION**

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user or member of the Website, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us using the contact information below.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, THE COMPANY RESERVES THE RIGHT TO, IN COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE COMPANY SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND COMPANY MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE COMPANY SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN THE COMPANY'S SOLE DISCRETION.

In order to protect the integrity of the Website and the Company Services, the Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and Company Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF THE COMPANY'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL A COMPANY CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT OR BY ACCESSING YOUR ACCOUNT SETTINGS. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If the Company terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, the Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### **13. MODIFICATIONS**

#### **To Agreement**

The Company may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Company Services after any such modification becomes effective. The Company may also, in its discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes. You agree that you will periodically check the Website for updates to this Agreement and you will read the messages we send you to inform you of any changes. Modifications to this Agreement shall be effective after posting.

#### **To services**

The Company reserves the right at any time to modify or discontinue, temporarily or permanently the Company Services (or any part thereof) with or without notice. You

agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Company Services.

#### **14. CORRECTIONS**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. The Company reserves the right to correct any errors, inaccuracies or omissions as well as to change or update the information at any time without prior notice.

#### **15. NOTICES**

Except as explicitly stated otherwise, any notices given to the Company shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail.

#### **16. DISPUTES**

##### **Between Users**

If there is a dispute between users of the Website, or between users and any third party, you understand and agree that the Company is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release the Company, its employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputed and /or the Company Services.

##### **With the Company**

- A. Governing Law, Jurisdiction.** This Agreement and all aspects of the Website and Company Services shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in the USA, State of New Jersey. Moreover, you hereby consent to, and waive all defenses of lack of personal jurisdiction with respect to, venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Website or Company Services be instituted more than two (2) years after the cause of action arose.
- B. Informal Resolution.** To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and the Company agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.

- C. Binding Arbitration.** If you and the Company are unable to resolve a Dispute through informal negotiations, either you or the Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website ([www.adr.org](http://www.adr.org)). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, the Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need to provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in the USA, State of New Jersey. Except as otherwise provided in this Agreement, you and the Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgement on the award entered by the arbitrator.
- D. Restrictions.** You and the Company agree that any arbitration shall be limited to the Dispute between the Company and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- E. Exceptions to informal Negotiations and Arbitration.** You and the Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your Company’s intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of piracy or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor the Company will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and the Company agree to submit to the personal jurisdiction of that court.

## 17. CONTACTS

In order to resolve a complaint or receive further information regarding to use of the Company Services, please contact the Company as set forth below:

Newa Nutrition Inc.

Address: 227 NJ33 Building 2 Suite 1, Manalapan, NJ 07726

Phone: +17324146427, Fax: +17324146426

Email: [sales@newanutrition.com](mailto:sales@newanutrition.com), website: <https://www.newanutrition.com/>