



## VASAYO CUSTOMER AGREEMENT

Updated: July 17, 2019

Welcome to the Vasayo Customer Agreement ("**Agreement**"). This Agreement is between you and Vasayo ("**Vasayo**" or "**Us**") and governs our respective rights and obligations. Please note that your use of the Vasayo.com website and your Vasayo Customer Account are also governed by the agreements listed and linked to below, as well as all other applicable terms, conditions, limitations, and requirements on the Vasayo.com website, all of which (as changed over time) are incorporated into this Agreement. If you register as a Vasayo Customer, you accept these terms, conditions, limitations, and requirements.

[Vasayo Return Policy](#)

[Vasayo Privacy Policy](#)

[Vasayo Terms and Conditions](#)

### OTHER LIMITATIONS

- We reserve the right to accept or refuse a customer account or registration at our discretion.
- We may send you email and other communications related to Vasayo and your Vasayo Customer Account (regardless of any settings or preferences related to your Vasayo Account).
- You may not transfer or assign your Vasayo Customer Account except as allowed in this Agreement.
- Vasayo Customers are not permitted to purchase products for the purpose of resale.
- From time to time, Vasayo may choose in its sole discretion to add or remove customer benefits.
- Vasayo Brand Partners are not permitted to enroll or register as Vasayo Customers and maintain the status of an Independent Brand Partner.

### AGREEMENT CHANGES

We may, in our discretion, change this Agreement, the Privacy Policy, the Return Policy, the Terms and Conditions, or any aspect of the Vasayo Customer Account, without notice to you. If any change to this Agreement is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED CUSTOMER ACCOUNT PARTICIPATION AFTER WE CHANGE THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR CUSTOMER ACCOUNT.

### ACCOUNT CANCELTION

You may cancel your Vasayo Customer Account at any time by contacting Vasayo Support at [support@vasayo.com](mailto:support@vasayo.com).



## **VASAYO RIGHT TO TERMINATE**

We may terminate your Vasayo Customer Account at our discretion without notice. Conduct that we determine, in our discretion, violates this Agreement or any applicable law, involves fraud or misuse of the Vasayo Customer Account, or is harmful to our interests or another user is prohibited. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights.

## **LOYALTY CONVENIENCE PROGRAM (LCP)**

Vasayo offers the benefit of our optional Loyalty Convenience Program (LCP) to registered customers. By enrolling in LCP, the customer agrees to applicable charges according to the LCP schedule. Customers may cancel their recurring LCP order at any time. Customers participating in the LCP program must contact Vasayo Brand Support and provide notice **two (2) business days** prior to their LCP Order Date, to cancel the LCP. Cancellation requests received less than two (2) business days prior to an LCP Order Date are subject to the Vasayo Return Policy.

## **PRIVACY**

Please reference the official Vasayo [Privacy Policy](#).

## **ELECTRONIC COMMUNICATIONS**

When, as a Vasayo Customer, you send emails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as emails, text messages, mobile push notices, or notices and messages on this site or through the other Vasayo Services, such as our VCloud Team Office, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **TRADEMARKS**

All content included in or made available through any Vasayo service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Vasayo or protected by United States and international copyright laws. Vasayo trademarks, trade names and trade dress may not be used in connection with any product or service in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Vasayo.

## **YOUR ACCOUNT**

As a Vasayo Customer, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Vasayo does not sell products for children. Vasayo requires all enrolled customers who purchase product to be at least 18 years of age, or the age of majority (not a minor) in his or her state of residence. Vasayo reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.



## **RETURNS AND REFUNDS**

Please see the [Vasayo Return Policy](#) for return and refund information.

## **PRODUCT DESCRIPTIONS**

Vasayo attempts to be as accurate as possible. However, Vasayo does not warrant that product descriptions or other content of any Vasayo Service is accurate, complete, reliable, current, or error-free. If a product offered by Vasayo itself is not as described, your sole remedy is to return it in unused condition.

## **PRICING**

"Wholesale Price" means the price for product available to Vasayo Brand Partners and registered customers. Pricing is subject to change. Despite our best efforts, a small number of the items in our catalog or on our website ([vasayo.com](http://vasayo.com)) may be mispriced. If the correct price of an item sold by Vasayo is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, VASAYO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. VASAYO WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY VASAYO SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the Laws of the State of Utah and the exclusive jurisdiction of the United States courts.