

# Terms and Conditions

Updated: January 20, 2017

The use of this site or any other site owned or maintained by Livit International, LLC (the "Company") and its affiliate(s) is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

## **DISCLAIMER:**

I acknowledge that I am NOT a current Associate, Customer, or Employee of Crius Energy Trust, Viridian Energy, Viridian Network, Viridian International Management, and Travel Light; including all affiliates of those companies (collectively referred to as "Viridian").

I acknowledge that I discovered the Company on my own accord; that no Owner, Employee, Independent Contractor of the Company, or anyone associated with the Company or its affiliates solicited me to be an Associate, Customer, or Employee of the Company.

I acknowledge and realize that an active Viridian Associate, Customer, or Employee cannot currently be an Associate, Customer, or Employee of the Company.

I acknowledge that I have read, understand and agree to the Associate Agreement. The Associate Agreement incorporates the Associate Application, the Policies & Procedures, the Terms & Conditions, the Compensation Guidelines, and any other documents applicable to Associates that may be published by the Company.

## **1. Privacy & Security; Disclosure**

The Company's privacy policy may be viewed at <https://livitup.com/privacy-policy>. The Company reserves the right to modify its privacy policy in its reasonable discretion from time to time.

## **2. Payment Methods**

We accept U.S. issued credit and debit cards:

Visa

MasterCard

American Express

Discover

When placing an order online, you will need:

The address the card's statement is sent to (billing address).

The card number and expiration date.

The 3 or 4 digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our 128 bit Secure Socket layer encrypted connection.

You are entering into a legally binding agreement with Livit International, LLC. Livitup.com is the official online store for the Company and its affiliates.

### **3. Shipping Policies**

At this time, the Company does not ship products.

### **4. Delivery Confirmation**

Because many instances may occur at your delivery address that are beyond our control, you agree that any delivery confirmation provided by the carrier is deemed sufficient proof of delivery to the card holder, even without a signature.

### **5. Refunds, Returns, and Cancellation Policy**

The following terms apply for all returned items:

You may only request refunds within 72 hours of purchase. Refund requests must be in writing and sent to [support@livitup.com](mailto:support@livitup.com). Refunds will be issued to the same credit card that was charged when ordering the product.

To return a product for a refund, you will need to obtain a Return Merchandize Authorization (RMA) number by contacting the customer support department at [support@livitup.com](mailto:support@livitup.com).

Members may cancel at anytime through their Back Office Account or by contacting our Associate Services Team or Customer Services Team at [support@livitup.com](mailto:support@livitup.com).

If you feel that your credit/debit card was used fraudulently on [www.livitup.com](http://www.livitup.com), please contact us for immediate resolution.

## **7. Third Party Interactions**

During use of The Company website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third-party. The Company shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. The Company does not endorse any sites on the Internet that are linked through its Website. The Company provides these links to you only as a matter of convenience, and in no event shall The Company be responsible for any content, products, or other materials on or available from such sites. The Company provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

## **8. Ordering Disclaimer**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. The Company reserves the right to accept or deny order fulfillment to anyone for any reason. The Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, The Company reserves the right to cancel the order, notify the card holder, and the proper authorities.

## **9. Product Disclaimers; Disclaimers of Warranty**

THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY.

## **10. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of

liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

## **11. Notice**

The Company may give notice by means of a general notice on the Company website, electronic mail to your e-mail address on record in The Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in The Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to The Company (such notice shall be deemed given when received by The Company) at any time by any of the following: letter sent by confirmed facsimile to The Company at the following fax number: 512-551-0063; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to The Company at the following address:

Livit International, LLC c/o General Counsel

PO Box 341551

Austin, TX 78734

## **12. Modification to Terms**

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the [www.livitup.com](http://www.livitup.com) website. You are responsible for regularly reviewing this Agreement. Continued use of the service after any such changes shall constitute your consent to such changes.

## **13. General**

With respect to U.S. Customers, this Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of this website. The failure of The Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement,

together with any applicable Form and policies, comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **14. Definitions**

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the [www.livitup.com](http://www.livitup.com) website(s), and any materials available on the the Company Website(s) specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Company from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; "Order Form(s)" means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "the Company" means collectively [livitup.com](http://www.livitup.com), a corporation organized and existing under the laws of the State of Texas and having a mailing address at PO Box 341551, Austin, TX 78734, together with its officers, directors, shareholders, employees, agents, and affiliated companies.

## **15. Questions or Additional Information**

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [info@livitup.com](mailto:info@livitup.com).

Thank you.