

Wakaya Perfection Website Terms of Use

Wakaya Perfection, LLC. Web Site User Agreement

1. Acceptance of Terms

THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE SITE. BY USING THE SITE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Wakaya Perfection, LLC., (“Wakaya Perfection, LLC.” or “we”, “us”, “our”) provides access to the Wakaya Perfection, LLC. web site, located at www.wakayaperfection.com, as well as other subordinate sites, (the “Site”) subject to your acceptance of this Wakaya Perfection, LLC. Web Site User Agreement (“Agreement”). Wakaya Perfection, LLC. may update this Agreement from time to time without prior notice to you. We encourage you to review this Agreement periodically for any updates or changes.

By accessing, browsing, framing, using and/or linking to the Site, you become a User (defined herein in Section 2) and agree to be bound by the terms of this Agreement. This Agreement was last revised on February 1, 2016. When using a particular feature of the Site, you may also be subject to any posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or other contractual provision as noted. In the event of a conflict between any other agreement, rule, policies, or terms of service and this Agreement, the provisions of this Agreement shall govern. If you have any questions about this User Agreement please contact Wakaya Perfection, LLC. by e-mail at compliance@wakayaperfection.com before using the Site. We will communicate with you by email or by posting notices on this Site. 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.

If you are a Wakaya Perfection, LLC. Distributor (Otherwise known as Independent Business Ambassador or IBA), you agree that your use of this Site is subject not only to these Terms of Use but also to the terms and conditions of your Independent Distributor Agreement.

2. Types of Users. Any person accessing, browsing, or otherwise using the Site, either manually or via an automated device or program, shall be deemed a “User” under this Agreement. By accessing this Site and becoming a User you certify that you are 18 years of age or older. If you are under the age of 18 but are at least 13 years old you may use this Site only under the supervision of a parent or legal guardian who has agreed to be bound by these Terms of Use.

3. Privacy. You agree that you have read and understand the terms of Wakaya Perfection, LLC.’s Privacy Policy, which can be accessed at www.wakayaperfection.com/privacy and is incorporated by reference into this Agreement as if fully set forth herein.

4. Use of the Site. You understand that Wakaya Perfection, LLC. cannot and does not guarantee or warrant that files available for downloading from the Site will be free of infection or viruses, worms, Trojan horses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

Wakaya Perfection, LLC. reserves the right to add to, modify or discontinue the Site or portions of the Site at any time in its sole discretion. Any such additions, modifications or discontinuations will be subject to these Terms of Use.

Wakaya Perfection, LLC. Independent Business Ambassadors (IBA’s)

Wakaya Perfection, LLC. IBA’s are independent third party contractors of Wakaya Perfection, LLC. and Wakaya Perfection, LLC. is not responsible or liable for the statements, acts or omissions of such IBA’s, whether in connection with this website or in any other context. You acknowledge and agree that Wakaya Perfection, LLC. has no control over, and is not responsible or liable for any information, in any medium, provided to you by an IBA. Wakaya Perfection, LLC. does not confirm the accuracy or reliability of any materials created or distributed by IBA in any medium, including, but not limited to, the internet.

5. System Integrity. You may not use any device, software or routine to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Site including but not limited to unsolicited e-mail (i.e. “Spam”).

6. RISK; INTERNET USE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORIZED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.

7. NO WARRANTIES. WAKAYA PERFECTION, LLC. DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, THE SITE CONTENT, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, UNLESS SPECIFICALLY STATED ON THE SITE FOR A PARTICULAR PRODUCT OR SERVICE AND WAKAYA PERFECTION, LLC. SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. SOME STATES MAY NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. WAKAYA PERFECTION, LLC. DOES NOT WARRANT THAT THE SITE OR SERVICES WILL MEET USER REQUIREMENTS, OR THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE AND THE CONTENT AND SERVICES MADE AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

8. System Outages. Wakaya Perfection, LLC. periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. Wakaya Perfection, LLC. shall have no liability whatsoever for the resulting unavailability of the Site or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, mis-delivery, non-delivery of information caused by such system outages, or any third party acts or any other outages of web host providers or the Internet infrastructure and network external to the Site.

9. Indemnification. You agree to indemnify, defend and hold Wakaya Perfection, LLC. and its owners, affiliates, subsidiaries officers, directors, employees and agents harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including actual attorneys' fees) resulting from (i) your use, misuse or abuse of the Site, (ii) your use or purchase of services or goods provided through the Site, or (iii) your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in Wakaya Perfection, LLC.'s defense of any claim. Wakaya Perfection, LLC. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Wakaya Perfection, LLC..

10. Intellectual Property. The contents of the Site, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the "Content") is the property of Wakaya Perfection, LLC. and/or its affiliates or partners, and is protected by federal and international copyright and trademark laws, or other proprietary rights. These rights are protected in all forms, media and technologies existing now or hereinafter developed. You may print and download portions of material from the different areas of the Site solely for your personal non-commercial use or your non-commercial use within your organization or as otherwise permitted. No portion of the Content may be reprinted, republished, modified, or distributed in any form without the express written permission of Wakaya Perfection, LLC.. You may not, and this Agreement does not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, license or create derivative works with respect to the Site. Certain content may be licensed from third parties and all such third party content and all intellectual property rights related to the content belong to the respective third parties. You may not remove, alter or modify any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Site or the Content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by Wakaya Perfection, LLC..

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of Wakaya Perfection, LLC. or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or rights under any Wakaya Perfection, LLC. copyright.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL WAKAYA PERFECTION, LLC. OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (I) THE USE OF OR INABILITY TO USE THE SITE (II) THE COST OF PROCUREMENT OF SUBSTITUTE MERCHANDISE OR SERVICES RESULTING FROM ANY MERCHANDISE, DATA, CONTENT OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (V) ANY OTHER MATTER RELATING TO THE SITE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. IN NO EVENT SHALL WAKAYA PERFECTION, LLC.'S TOTAL CUMMULATIVE LIABILITY UNDER THESE TERMS EXCEED THE LESSER AMOUNT OF ANY FEES PAID, IF ANY TO WAKAYA PERFECTION, LLC. FOR THE USE OF THE SITE BY YOU, OR \$50. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE LEAST AMOUNT PERMITTED BY LAW. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT INURE TO THE BENEFIT OF WAKAYA PERFECTION, LLC., OUR OWNERS, AFFILIATES, SUBSIDIARIES, AND TO ALL OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS.

12. Your Account Obligations. In consideration of your use of the Site you agree to: (i) provide true, accurate, and current and complete information about yourself or your organization as prompted by the Site (the "Registration Information"); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the Site and future access to the Site. You are responsible for maintaining the confidentiality of your password and account number, and are fully responsible for all activities that occur under your account number and password. You agree that your password may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your passwords or account identification information to third parties. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. Wakaya Perfection, LLC. shall not, in any manner, be responsible or liable for fraudulent purchases that are made using your compromised password.

13. Purchases and Product Pricing. All billing and other information submitted to this Site must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use, and, if you are an IBA, may also be a breach of your IBA Agreement. By completing the checkout process you agree to accept and to pay for the product(s) or service(s) requested. You represent and warrant that you have the legal right to use any credit card or other payment means used to complete any transaction.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, Wakaya Perfection, LLC. shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Wakaya Perfection, LLC. shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and the User's credit card charged. Wakaya Perfection, LLC. reserves the right in its sole discretion to refuse or cancel any order for any reason. If your credit card has already been charged for the purchase and your order is canceled, Wakaya Perfection, LLC. shall immediately issue a credit to your credit card account in the amount of the charge.

Wakaya Perfection, LLC. attempts to be accurate in all product descriptions, Nevertheless, Wakaya Perfection, LLC. does not warrant that any product description or other content on the Site is accurate, complete, reliable, current, or error free. If you find a product is not as described your sole remedy is to return it pursuant to Wakaya Perfection, LLC.'s return policy.

Wakaya Perfection, LLC. reserves the right, with or without prior notice, (a) to impose conditions on the honoring of any coupon, coupon code, promotional code or other promotion, (b) change a product description, (c) limit the availability of any product or service, (d) refuse to provide any User or customer with any services.

Any claim or cause of action with respect to this Site must be commenced within one year after the claim arises. Price and availability of any Wakaya Perfection, LLC. Product or Service may be changed at any time without notice.

14. Payment. If you purchase any membership, subscription service, or product ("Services"), you agree to Wakaya Perfection, LLC. storing your payment information. You also agree to pay the applicable fees for the Services (including, without limitation, periodic fees for subscription accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Failure to pay may result in the termination of your membership, subscription, or product. Depending on where you transact with us, the type of payment method used and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices, including because of exchange rates. Wakaya Perfection, LLC. does not support all payment methods, currencies or locations for payment. If the payment method you use with us, such as a credit card, reaches its expiration date and you do not edit your payment method information or cancel your account or such Service, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. You may cancel or suspend your Services here. We do not guarantee refunds for lack of usage or dissatisfaction. You also acknowledge that Wakaya Perfection, LLC.' Services are subject to this Agreement and any additional terms related to the provision of the Service. Additionally, if you require a printed invoice for your transaction with us, you may request one by contacting our Customer Support Department.

15. Refund Policy. No refund of any amount paid shall be granted if the accurate collection of any fee, whether it be for a membership, a subscription service, or as payment for any product occurs. Upon a request to terminate a membership, subscription service or payment for any product, you will no longer incur any additional charges from that point forward. Users who give Wakaya Perfection, LLC. notice of their intent to terminate Services will have full access to those Services through the end of your current billing cycle.

16. No Endorsement of Content and Links to Other Web Sites. Any links to other sites are provided as merely a convenience to the Users of this Site. This Site may provide links or references to other sites but Wakaya Perfection, LLC. has not reviewed all of these other sites, has no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from any such content. Wakaya Perfection, LLC. does not endorse or make any representations about these sites, or any information or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of these other sites linked to this Site, you do so entirely at your own risk.

17. Linking and Framing the Site. Unless a User has a written agreement in effect with Wakaya Perfection, LLC. that states otherwise, a User may only provide a hyperlink to the Site on another web site if the User complies with all of the following: (a) the link must be a text-only link clearly marked "Wakaya Perfection, LLC." or the link must "point" to the URL <http://www.wakayaperfection.com>, or the IBA's replicated marketing site <https://www.mywakaya.com/XXXX> or similar assigned URL, and not to other pages within the Site; (c) the link, when activated by a User, must display the Site full-screen and not within a "frame" on the linking web site; and (d) the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with the Wakaya Perfection, LLC. name and trademarks or create the false appearance Wakaya Perfection, LLC. is associated with, or a sponsor of, the linking web site. By providing this consent, Wakaya Perfection, LLC. is not foregoing its ownership or rights in any trademarks, copyrights, patents or any other forms of intellectual property associated with the Site. Wakaya Perfection, LLC. reserves the right to revoke its consent to any link at any time in its sole discretion.

18. Governing Law. This Agreement and access to the Site shall be governed by and construed in accordance with the law of the state of Utah, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under U.S. federal law.

19. Choice of Forum. All claims, disputes and other litigated between the parties of this Agreement shall be brought in Salt Lake County Court, in Salt Lake City, UT, or in the U.S. District Court, in Salt Lake City, UT. Parties waive any objection to personal jurisdiction or venue in any forum located in those jurisdictions. In the case that Wakaya Perfection, LLC. is forced to take steps to enforce this agreement, I agree to pay all costs and fees incurred by Wakaya Perfection, LLC. in the process of enforcing this agreement including attorney fees and costs.

20. International Users. You may not use this Site in violation of any U.S. export laws or regulations. Wakaya Perfection, LLC. makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal in certain countries or for certain persons. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction, notwithstanding sections 16 and 17 above.

21. User Feedback. Should any User respond to Wakaya Perfection, LLC. with information including feedback, such as questions, requests, opinions, comments, suggestions, or the like regarding the content of any Wakaya Perfection, LLC. document, the Site, or Wakaya Perfection, LLC. services, such information shall be deemed to be non confidential and Wakaya Perfection, LLC. shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. Wakaya Perfection, LLC. shall be free to use any ideas, concepts, know how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

22. Acceptable and Lawful Use of the Site. Any information provided to Wakaya Perfection, LLC. in connection with use of the Site: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain any viruses, Trojan horses, worms or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libelous, unlawfully threatening or harassing; and (f) shall not create liability for Wakaya Perfection, LLC. or cause us to lose the services of our Internet service providers or other suppliers. The sender of any communications to this Site or otherwise to Wakaya Perfection, LLC. shall be responsible for the content and information contained therein, including its truthfulness and accuracy. This Site is provided as a service to its visitors. Wakaya Perfection, LLC. reserves the right to delete, modify or supplement the Content of this Site at any time for any reason without notification to anyone.

23. Severability. In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

24. Headings. The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

25. No Waiver. Any delay or failure by you or Wakaya Perfection, LLC., at any time or times, to require performance of any provision hereof shall in no manner affect your or Wakaya Perfection, LLC.'s right at a later time to enforce such provision. No delay or failure of you or Wakaya Perfection, LLC. in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

26. Entire Agreement, Updates and Modifications. This Agreement and any documents expressly incorporated by reference constitute the entire agreement between Wakaya Perfection, LLC. and you pertaining to the subject matter hereof. In its sole discretion, Wakaya Perfection, LLC. may unilaterally amend or modify this Agreement or any other documents referenced herein at any time by posting on the Site. Any amended or modified terms will be effective upon posting. Continued use of the Site constitutes acceptance of any modified terms and conditions. If you have any questions about this Agreement, contact us at compliance@wakayaperfection.com.

27. Assignment. You may not assign your rights or delegate your responsibilities hereunder without the express written permission of Wakaya Perfection, LLC. Wakaya Perfection, LLC. may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

28. Third Party Beneficiary Rights. No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

29. Termination. Wakaya Perfection, LLC. may immediately issue a warning, suspend or terminate your access to the Site for breach of this Agreement (or any other agreement or policy incorporated by reference herein), or if we are unable to verify or authenticate any information you provide to us, or for any other reason in our discretion. You may terminate your account by contacting us at compliance@wakayaperfection.com. If you terminate your account, you must terminate any use of the Site. In the event these Terms of Use are terminated, the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms of Use will survive.

STANDARD RETURN POLICY / RMA PROCEDURE

Active Distributors and Customers may return purchased product for replacement or refund in accordance with Wakaya Perfection's Return Policy. Products, sealed or opened, may be returned for any reason, however, failing to follow the procedures as described will result in no refund being issued. Please read the following policy carefully.

No returns or refunds will be given or considered after thirty (30) days from the date product is received by the customer (except as otherwise stated herein). All returns must be preceded by a Return Merchandise Authorization (RMA) Request, and any returned product must be accompanied by an issued and specific RMA number. An RMA can only be issued by contacting a Wakaya Perfection customer service representative. Requests may be made by telephone, email, customer service chat or any other official mode of communication. Irrespective of communication method, the request is not complete until the RMA number is issued.

All items to be returned for credit or refund, as well as the reason(s) for said credit or refund, must be disclosed at the time an RMA is issued. Any items returned that were not disclosed at the time the RMA was issued are not eligible for a credit or refund.

Returned product(s) must arrive at the designated return address within 10 business days of the RMA request. It is the responsibility of the distributor/customer to ensure that products are returned on or before that date. The Company is not responsible for delays in the delivery of returned product caused by the delivery service company, whether public or private. If RMA it is received after the 10- day timeframe, a credit will not be issued. It is recommended that returned products are shipped via a delivery service company that will provide proof of delivery. The Company is not liable for packages lost in transit or not received.

Additional criteria:

- a) Products must be returned in original packaging.
- b) Foods are non-returnable.
- c) All products returned for refund, will be subject to a 10% restock fee.
- d) All opened product must contain at least 50% product remaining.
- e) Customers will be limited to one return for refund of any particular product over any rolling 12-month period.
- f) Issued RMA number must be visible and prominently placed on the outside of the box.
- g) Shipping charges are non-refundable. The Company will not accept delivery for packages sent "postage due", "freight collect", or similar designation.
- h) Once packages have been received, reviewed, and return approved, credit and or refund will be issued within 10 business day