

# Terms and conditions

## 1. Website

1. These terms and conditions ( "Terms and Conditions") govern and determine this web site and / or its applications provided by W12 Technologies Inc. / hereinafter referred to as the SITE/.

2. These Terms and Conditions constitute a contract that governs the relationship between W12 Technologies Inc. and the users of the services provided by the site. These Terms and Conditions apply to the whole content on this Site.

3. A Website, for the purpose of these Terms and Conditions, is a special place in the global Internet network, accessible through its unique address where a set of web pages are loaded through the user's browser upon the web address entry.

4. By visiting this website you hereby duly grant your full consent to be bound by the Terms and Conditions of the Site and all the other conditions, in relation to and arising from and by its use. Your consent is considered granted by using the Site, its every menu category or sub-category, section or subsection, as well as by the emergence, development and termination of any legal relations arising from and by the use of this website.

5. By visiting this website you hereby duly grant your full consent for the collection and use of your personal information for the use of the site and all relations arising from or connected with the site. By registering and using the Site, you are bound to both the current configuration of the website, and all changes to it, made in the form of additions and changes or development of new menus, categories, sections and others. Provided you do not agree with the above or do not want to be bound by the Terms and Conditions of this Site, you are not permitted to use, visit, or enter into any legal relations with the site.

6. The Site is provided by W12 Technologies Inc.

7. A Client, for the purpose of these Terms and Conditions, can be any individual, sui juris, who is willing to use or benefit from the services provided by W12 Technologies Inc.

8. The words "you" and "user" refer to all persons who use the Site.

9. By Your actions related to registration, using the services of the website, including using the information available on the Site without registration, you agree with the "Terms and Conditions".

10. The use of the Site does not grant you, as "consumers", any ownership rights over the content, data and materials available to you through the site.

11. An IP address is a unique identifier, associated with a computer, website or resource of a particular visitor in a way that allows localization in the global Internet network.

## **2. Changes in "Terms and Conditions"**

12. The management of the Site reserves the right to change the Terms and Conditions at any time without any notice in any way to its users and clients, undertaking that the bottom of the front page of Site always have a connection to the current "Terms and Conditions".

13. If you continue to use the Site after the changes, you certify that you agree with the changes.

14. If you disagree with the current "Terms and Conditions" or any later version, you should not use the site.

## **3. Service**

15. The service offered by the site is generating an individual diet. The latter is produced by special software through a specially created algorithm as per customer responses that are analyzed and a food and / or training mode is generated.

15.1. The cost is fully described and fixed in the site, as the same is payable prior to granting the individual diet in the way expressly stated in the site.

## **4. Clients requirements**

16. Unless otherwise stated in these Terms and Conditions or online, any distribution for commercial and / or advertising purposes, publication or use of this site or any information, data or materials is strictly prohibited.

17. The Client warrants and agrees that while using the Site and / or the services provided on or through it, should not:

17.1. impersonate another person, by providing other personal details as his own;

17.2. try to get unauthorized access to other computer systems through the Site;

17.3. collect email addresses and / or other contacts and any personal information or use any other means of obtaining lists of users or other information from or through the Site;

17.4. Collect information on a server or database connected to the Site in order to provide services;

17.5. Use the Site or the provided services in a way that would lead to overload, interruption, damage to the website;

17.6. Use the Site in a manner that violates the rights thereon;

17.7. Use the Site in a manner that violates applicable law;

18. The client agrees that he/she will not use the Website in a way that would prevent other parties to use the Site.

## **5. Trademark**

19. The trademarks, logos, trade names (company) displayed on the Site or available through the Site are registered by the ensuing rights are protected by law.

20. It is prohibited to use the above in any products and / or services that are not related to and / or sponsored by the holders of the rights to the brand / logo.

21. It is forbidden to use the above in a way that might deceive consumers about the nature and quality of services. All actions through which somehow demean or discredit holders arising from registration, are prohibited.

## **6. Personal information when dealing with requests**

22. When using the Site and / or services provided on or through the Site you may be asked to provide certain personal information that later will be called "user information".

23. The information you provide will be used only to process your request.

24. You agree that W12 Technologies Inc. shall use the information provided by you in order to contact you for the activities related to the Site and the services offered by the company.

25. W12 Technologies Inc. takes no liability related to the information you provide regarding your application to any third parties.

26. You acknowledge that the information you provided when you using the Site is accurate and complete and undertake, if necessary, to provide W12 Technologies Inc. your current e-mail address in order to receive updated information by W12 Technologies Inc.

27. In addition, we may ask you to provide us with certain information such as age, sex, physical characteristics, sports preference, in order to adapt our services to your needs.

28. You acknowledge and agree that you are solely responsible for the accuracy and content of the information provided by you.

## **7. Collecting information from consumers and terms of use**

29. W12 Technologies Inc. collects information automatically and through the use of electronic tools that are not visible to our visitors. For example, we can register the name of your Internet Service Provider or use "cookie" technology to recognize you and hold information from your visit.

30. Moreover, the cookie may store your user name and password, sparing you entering this information each time you visit the Site, or may control the number of times you encounter a particular advertisement while visiting our site .

31. In some cases, you can choose not to provide W12 Technologies Inc. information, for example by setting your browser to refuse to accept cookies, but if you do, you may not be able to access certain parts of the Site or you may be asked to re-enter username and password.

32. W12 Technologies Inc. collects information to enhance your visit and deliver individualized content and advertising.

33. W12 Technologies Inc. may use personal information collected via the Site to communicate with you regarding your preferences for products and services offered by W12 Technologies Inc., and other topics we think you might find interesting.

34. Personal information collected by W12 Technologies Inc., may also be used for other purposes, including, but not limited to administration of the site, troubleshooting, processing of e-commerce transactions, administration of sweepstakes and contests, and other communications with you.

35. W12 Technologies Inc. may disclose your information upon a court rule or in other cases where there is reason to be required to do so by law, in connection with the collection of amounts due and / or law enforcement in case that it is appropriate or necessary.

## **8. Guarantees**

36. The Site team, and W12 Technologies Inc. are not responsible for late or rough handling requests, if this is due to circumstances that do not depend on us - force majeure, chance events and problems with the Internet.

37. The site is not responsible for damages caused to the software, hardware or telecommunications equipment or loss of data arising from materials or resources searched, loaded or used in any manner via the Site.

38. The Site is not responsible for whether the customer will achieve a specific result by using the provided diet as far as this circumstance depends on many more factors that are beyond the control of the Site team.

39. W12 Technologies Inc. is committed to protecting the security of your personal data. We use technical and organizational measures to protect your personal information from unauthorized access, theft and loss.

## **9. Right of withdrawal from contract**

40. The client has the right to withdraw from the contract within 14 days under the Law on Consumer Protection namely: - If the trader has not provided the client with the information on the right of withdrawal before signing the contract. - The right of withdrawal allows the client to return the purchased goods without compensation or penalty and whether the provided product or service is delivered properly. - Within 14 days of withdrawal the trader should reimburse all payments received from the consumer, including delivery costs.

## **10. Right of use**

41. To use the site you must be 18 years or of legal age in your country to which you are entitled to enter into independent contracts if that age is more or less than 18 years for your country.

42. Persons who are under 18 or under the legal age, which allows separate contract ("Minors") are forbidden to use the Site.

43. If we become aware of information received from minors will delete as possible as soon as W12 Technologies Inc. is not responsible for any damages due to incorrect information submitted by the user.

44. If you have data information located or brought on Site by minors please contact us by e-mail. You are responsible that the information provided by you (including age) entered in the Site, is accurate and complete.

45. The Site can not be used by people who have health or nutritional problems.

46. The Site can not be used by people who have adverse health or people who have a compliance problem with diets and people who a diet can not hurt.

47. You may access and browse the Site on your computer or other device, unless otherwise indicated in these Terms and Conditions or the website.

48. Prints from the Site should be used for your own personal use, unless otherwise provided in the Terms and Conditions, the use of services is only for your personal use.

## **11. Agencies, companies or organizations**

49. You declare that you use the website as intended, as described in these Terms and Conditions.

50. If you register or use the Website on behalf of a company or organization you declare that you have the necessary rights given to you by your employer to bind to the said "Terms and Conditions".

51. If you are using the Site on behalf of a company and earn money through this, you are obliged to inform W12 Technologies Inc. immediately.

## **12. Preventive measures**

52. The content located on the site is for information only and is not intended to replace the contact to your doctor or another healthcare professional.

53. We are not a licensed medical entity to provide medical care and do not have the necessary education to determine diagnoses, analysis, or treat medical problems of any kind, even if we have a qualified team with the necessary knowledge and skills, respectively we can not predict the effect of a diet on a person with a problematic health or the occurrence of any side effects in humans with good health.

54. The Clients shall always consult a doctor before starting a diet, fitness program, changing current diet or if there are any questions relating to your health.

55. The Client is obliged to observe professional medical advice and not to delay seeking such because of information obtained from the Site. Site requires you to consult a doctor before starting an individual diet and / or exercise program and / or diet that you received as a result of information available on the Site.

56. The Client declares that he/she is aware that not all diets and workouts on the website are appropriate for each individual.

57. The Client declares that he/she is aware that, when included in a training program or by following an individual or other diet, the risk of physical injury, impaired health and / or death is possible.

58. The Client declares that upon any discomfort, pain or other problems, he/she shall immediately stop the diet and if he/she does not stop it, the Site is not responsible therefore for his/her action or inaction.

59. By using this Site you certify that you have received your doctor's approval to join weight loss programs through individual diet, workouts and exercises found on the site.

60. The site is not responsible for any health problems that can be obtained from the use of a diet that you received through the services provided by the Site.

61. If you start to follow an individual diet provided by the Site, you agree that you do so at your own risk.

## **13. Site content**

62. We are not liable for the accuracy, reliability, results and proper use of information obtained through the Site. Using information provided by employees of the W12 Technologies Inc., and other people associated with the Site (associates) or visitors, is entirely your own risk.

63. We reserve the right at all times to disclose information that is essential for the criminal prosecution and / or to resolve a legal dispute.

64. All content on this site, including tests, pictures and other information is protected by Law on Copyright and Neighboring Rights with all due legal consequences.

65. The Client has no right to print or copy information from a separate site for its use for commercial or other purposes, which may violate the rights granted to us by law.

## **14. Applicable law**

66. The W12 Technologies Inc. team is situated on the territory of United States ( 2093 Philadelphia Pike #2755, Claymont, De 19703, United States).

67. Persons using the site and the provided services on the territory of another country, make it on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

68. For all outstanding issues arising from these Terms and Conditions the United States legislation shall apply and all disputes arising from the interpretation, invalidity or termination shall be resolved by the competent United States court.

These Terms and Conditions and the relationship between us and you are as per the laws of the United States of America.