

# Anjuli Global Terms of Use

Effective Date: July 1, 2023, For more information or if you have any questions about these Terms of Use, please get in touch with us at [compliance@anjuliglobal.com](mailto:compliance@anjuliglobal.com). This is a legally binding agreement between you and Anjuli Global, Inc. (“Anjuli,” “we,” or “us”) about your use of the Anjuli Global website (<https://anjuliglobal.com/>) and related websites, applications, and services, such as our Office Portal website (<https://anjuliglobal.com/username>), replicated sites and mobile applications (collectively, the “Site”). Your use of the Site means that you have read, understand, and agree to the following terms and conditions, including those incorporated by reference (“Terms of Use”). Please read these Terms of Use carefully before you use the Site. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT USE OR STOP USING THE SITE IMMEDIATELY.**

References in these Terms of Use to “you” or “your” refer to you, the person requesting access to and use of the Site.

**The Site and Site Content:** The Site is intended to be used by adults (over 18) to learn more about Anjuli, its products, and opportunities, as well as to purchase Anjuli products as a retail guest, VIP Guest, or Brand Ambassador.

Brand Ambassadors may also use the Site to conduct their own business, manage their preferred guests and enrollments, monitor the volume of their business, and use any data analytic tools that Anjuli might provide.

THE PRODUCTS ON THE SITE ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. INFORMATION AND STATEMENTS REGARDING DIETARY SUPPLEMENTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION (“FDA”) AND ARE NOT INTENDED TO DIAGNOSE, TREAT, MITIGATE, CURE, OR PREVENT ANY DISEASE. INFORMATION ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MEANT TO SUBSTITUTE FOR THE ADVICE PROVIDED BY YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONAL. YOU SHOULD NOT USE THE INFORMATION ON THE SITE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM OR DISEASE OR PRESCRIBING ANY MEDICATION. YOU SHOULD READ CAREFULLY ALL PRODUCT PACKAGING. **IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM, PROMPTLY CONTACT YOUR HEALTHCARE PROVIDER.**

Information on the Site is subject to change without notice. In addition, Anjuli may change the products described on the Site and prices for such products at any time without notice.

Unless otherwise noted, information regarding Anjuli’s products and services only applies to the United States. Some products and services may not be available in certain areas. Anjuli makes no representation that the Materials (defined below) included in the Site are appropriate or available for use in countries other than the United States. Those who access the Site from other countries are solely responsible for compliance with the local laws of that country.

Suppose Anjuli occasionally allows for discussions, chats, postings, transmissions, bulletin boards, and the like on the Site. In that case, Anjuli is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any

such transmissions nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Anjuli will fully cooperate with any law enforcement authorities or court order requesting or directing Anjuli to disclose the identity of anyone posting such information or materials.

**Your Account and Personal Information.** To access or use some portions of the Site, you may be asked to register for and maintain an active user account. During account registration, you must choose a username and password unique to your user account. Account registration requires you to submit personal information, including your name, age, date of birth, address, and mobile phone number. You acknowledge and agree that this information (excluding your unique username and password) may be used and disclosed by us through our Privacy Policy. Please read our Privacy Policy to review how information about you is collected, used, stored, shared, and kept secure. By agreeing to these Terms of Use and using the Site, you also agree to the Privacy Policy and consent to all actions we take concerning your information in compliance with the Privacy Policy. The Privacy Policy (and any subsequent amendments) is incorporated by reference into these Terms of Use.

It is a condition of using the Site that all the information you provide is always correct, current, and complete. We may suspend or terminate your right to use the Site for any or no reason and at any time in our sole discretion, including if we learn you provided us with false or misleading data or other information. Suppose you choose or are provided with a username, password, or any additional information as part of our security procedures (collectively, "Security Information"). In that case, you must treat such information as confidential and not disclose it to any other person or entity. You acknowledge your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your Security Information. You are solely responsible for maintaining the confidentiality of your Security Information, and you are solely responsible for all use of your Security Information or account, whether or not authorized by you. We cannot and will not be liable for any loss or damage arising from your failure to comply with these Terms of Use. You agree to notify us immediately of any unauthorized access to or use of your Security Information, account, or any other security breach. You also agree to ensure that you exit your account at the end of each session. It would be best if you used particular caution when accessing your account from a public or shared computer so that others cannot view or record your Security Information or other personal information. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your Internet connection are aware of these Terms of Use and comply with them.

We have the right to disable any Security Information or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

**Brand Ambassador Obligations.** If you choose to enroll as a Brand Ambassador, you must enter into a Brand Ambassador Licensing Agreement with us and agree to abide by our Statement of

Policies. An adult parent/legal guardian of a minor child at least sixteen (16) years of age or older may enroll such a minor child as a Brand Ambassador. In such cases, the parent/legal guardian must be a holder of the Brand Ambassador account and cannot be a party to any other Brand Ambassador account. To the extent that there is a conflict between these Terms of Use and the License Agreement, the Brand Ambassador License Agreement shall govern to the extent necessary to resolve the dispute.

**It prohibited Uses.** You may use the Site only for lawful purposes and as provided in these Terms of Use. You agree to not use the Site in any of the following ways:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of product, data, or software to and from the US or other countries);
- To obtain or attempt to obtain any Materials (defined below) or information through any means not intentionally made available or provided for through the Site;
- To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To transmit or procure the sending of any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- To impersonate or attempt to impersonate Anjuli, an Anjuli employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the preceding);
- To access or attempt to access any other user’s account and use any other user’s Security Information;
- To engage in high-pressure selling or cross-recruiting of Brand Ambassadors;
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm Anjuli or users of the Site or expose them to liability; or
- To engage in any other conduct prohibited by the Brand Ambassador License Agreement and Statement of Policy.

You further agree not to do any of the following:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Site, including their ability to engage in real-time activities through the Site;
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;

- Use any device, software, or routine that interferes with the proper working of the Site;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site;
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack or
- Otherwise, attempt to interfere with the proper working of the Site.

**Payment.** Anjuli or its payment processing partner may collect payment from you through the Site for your purchase of goods or services. You acknowledge and agree that:

- You will use only credit cards or other payment means that you are duly and fully authorized to you;
- You will only provide payment-related information that is accurate and correct and will continue to be accurate and correct;
- In the event you dispute any fees chargeable or charged through our Site, you will resolve such dispute by these Terms of Use; and
- By submitting payment through the Site, you accept our payment processing partner's terms of use and privacy policy concerning those payments.

IN NO EVENT WILL ANJULI OR OUR PAYMENT PROCESSING PARTNER BE RESPONSIBLE IF ANJULI OR OUR PAYMENT PROCESSING PARTNER ARE UNABLE TO COMPLETE A TRANSACTION FOR ANY REASON.

**Cancelling, Returning, or Exchanging Products.** The following provisions of this Section (Cancelling, Returning, or Exchanging Product) do not apply to any Anjuli product purchased through any bulk sales program or non-Anjuli website.

**Cancellation.** Retail guests may cancel a transaction without any penalty or obligation within three (3) business days from the date of purchase on the retail sales receipt. To cancel a transaction made directly through a Brand Ambassador who is authorized to resell a product (i.e., Brand Ambassadors in the United States and Canada only), retail guests must either mail or deliver a signed and dated copy of the retail sales receipt or any other written notice or send a certified letter, to the Brand Ambassador at the address on the front of the retail sales receipt **NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY**. Retail guests should receive a refund within ten (10) business days of receiving a valid and timely cancellation notice. Retail guests who received the product before a valid and timely cancellation must return the canceled product in substantially as good condition as when it was received. If applicable, such product may be returned by making it available for pick up by a Brand Ambassador at the retail guest's residence or by following a Brand Ambassador's or

Anjuli's instructions for returning the canceled product. If the retail guest fails to return the canceled product, then the guest remains liable for the Product.

**Return or Exchange.** Suppose you are not completely satisfied with any Anjuli product you purchased. In that case, you may request a refund or exchange within thirty (30) days from the date of purchase by returning the unused portion of the product to Anjuli. (If you purchased the product directly from a Brand Ambassador, who is authorized to resell the product (i.e., Brand Ambassadors in the United States only), you can request a refund directly from the Brand Ambassador.) The refund or exchange amount is based upon the price paid at the time of sale, sales tax (if applicable), and shipping costs\* Product refunds are made in the same form of payment as the product purchase. Product exchanges will be for product(s) of equal or lesser value than the price paid at the time of sale. *\*Shipping costs are non-refundable\*.*

**Refund.** To be entitled to a refund from Anjuli, you must meet the following requirements: (A) The returned Products must be accompanied by a Returned Merchandise Authorization (RMA) number provided by the Anjuli Guest Care Department and an inventory list of the product(s) returned; (B) the returned Products must appear on the individual's order history; and (C) the returned products must have been purchased within thirty (60) days preceding the date of the return. All returned products will remain with us, even if your return or exchange does not meet the above requirements.

**Credits.** If you have a credit on your account, you must use the credit within six (6) months from the date the credit was issued. If credits have yet to be used within six (6) months, Anjuli will attempt to notify you periodically. There will be a \$10.00 charge for each attempted notification. This charge will be deducted from the credit on the account.

**Intellectual Property and Confidential Information.** The trademark Anjuli Global® and other trademarks displayed on the Site are registered and unregistered trademarks of Anjuli. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Site or any license or right to use any other trademark owned by any other third party. You must not use Anjuli's trademarks without the prior written permission of Anjuli. Suppose you misuse any trademark in violation of these Terms of Use. In that case, Anjuli will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

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The Site may provide you with an opportunity to communicate with us. Please be aware that any communication, whether suggestions, ideas, graphics, or other material, to Anjuli through the Site or otherwise will be treated as non-confidential and non-proprietary. Anything you submit, transmit, or post becomes the property of Anjuli, and Anjuli is free to use any ideas, concepts, suggestions, graphics, photography, or know-how contained in any communication for any purpose whatsoever, whether commercial or noncommercial, without payment of any compensation to you.

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**Disclaimer of Warranty and Limitation of Liability.** While Anjuli uses reasonable efforts to include accurate and up-to-date information on the Site, WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, CORRECTNESS, RELIABILITY, OR OTHERWISE concerning SUCH INFORMATION, AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY OMISSIONS OR ERRORS (INCLUDING, WITHOUT LIMITATION, TYPOGRAPHICAL ERRORS AND TECHNICAL ERRORS) IN THE CONTENT OF THE SITE.

Use of and browsing on the Site is done at your own risk. ANJULI DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. It is up to you to take precautions to ensure that whatever Materials you select for your use are free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

Without limiting the preceding, EVERYTHING ON THE SITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ANJULI at this moment DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

**LIMITATION ON DAMAGES.** ANJULI, ITS AFFILIATES (INCLUDING ANY PARENT OR SUBSIDIARY COMPANIES), LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND ANY SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR ANY OTHER DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO: (A) YOUR ACCESS TO, OR USE OF, OR BROWSING THE SITE, OR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT THEREOF; (B) THE USE OR THE INABILITY TO USE THE SITE; (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS,

DATA, INFORMATION, OR SERVICE PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (F) ANY OTHER MATTER RELATING TO THE SITE. The preceding limitation of liability shall apply to the maximum extent permitted by law.

**LIMITATION OF TIME TO FILE CLAIMS.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**MONETARY CAP.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANJULI, ITS AFFILIATES (INCLUDING ANY PARENT OR SUBSIDIARY COMPANIES), LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND ANY SUCCESSORS AND ASSIGNS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE OR THE CONTENT AND SERVICES FOR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED \$1,000. THE PRECEDING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ANJULI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**CLASS ACTION WAIVER.** YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY THESE TERMS OF USE, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT OR CLASS OR COLLECTIVE ARBITRATION.

Suppose applicable law does not allow for any disclaimer or limitations of liability outlined in these Terms of Use. In that case, the disclaimer or limitation shall be modified solely to the extent necessary to comply with applicable law.

This Section (Disclaimer of Warranty and Limitation of Liability) will survive the termination or expiration of these Terms of Use. This Section is in addition to any disclaimers and limitations of liability in the Brand Ambassador Agreement, if applicable.

**Indemnification.** You agree to defend, indemnify, and hold harmless Anjuli, its affiliates (including any parent or subsidiary companies), licensors, and service providers, and its and their respective officers, directors, members, employees, agents, independent contractors, and any successors and assigns from and against any claims, demands, actions, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including without limitation interest, penalties, reasonable attorneys' fees, and expert witness costs) arising out of or in any way relating to:

- Your violation of these Terms of Use or any documents referenced herein;
- Your use of the Site, including, but not limited to, any use of the Site's content or your use of any information obtained from the Site; and
- Any actions made with your account, whether by you or someone else.

33. This Section (indemnification) will survive the termination or expiration of these Terms of Use. This Section is in addition to any indemnification obligations in the Brand Ambassador Agreement, if applicable.

**Suspension or Termination of Access.** In its sole and absolute discretion, with or without notice to you, Anjuli may suspend or terminate your access to or use of the Site, terminate your account, or remove and discard anything transmitted by you, or information stored, sent, or received from you via the Site for any reason, including, but not limited to:

- Any unauthorized access to or use of the Site;
- Any violation of these Terms of Use or, if applicable, any underlying agreements with Anjuli;
- Tampering with or alteration of any of the software or data files contained in, or accessed through, the Site;
- If Anjuli determines in its sole discretion that you have used or are using the Site in or for any fraudulent or illegal purpose, including if you are engaged in suspicious activity, or Anjuli determines that your continued use of the Site would cause Anjuli to violate any applicable law or would place Anjuli at material risk of suffering any sanction, penalty or liability; or
- If your actions or omissions create an immediate threat or may cause material harm to any person or organization.

You may request to terminate your account by emailing Anjuli at [compliance@anjuliglobal.com](mailto:compliance@anjuliglobal.com). Anjuli shall not be liable to you or any third party for any claims or damages arising from any termination or suspension of your access rights to the Site. Termination or suspension of your access rights to the Site shall not affect any right or relief to which Anjuli may be entitled, at law or in equity.

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automated text messages and calls for marketing purposes as a condition of purchasing any property, goods, or services connected to your use of the Site. You also understand that you may opt out of receiving such automated text messages from Anjuli at any time, either by replying to the text message with the word “STOP” or by going to [compliance@anjuliglobal.com](mailto:compliance@anjuliglobal.com).

Suppose you have opted in to receive special offers from Anjuli via email, text message, or otherwise. In that case, you can unsubscribe via the links provided in the email, text message, or otherwise at any time or by contacting us at [compliance@anjuliglobal.com](mailto:compliance@anjuliglobal.com). By opting in to receive special offers from us, you also consent to receive text messages or emails from time to time, which may include alerts, promotions, offers, polls, and giveaways.

Anjuli may, in its sole discretion, create referral or promotional codes (“Promo Codes”) that may be redeemed for discounts on future services or the services of third-party service providers, or other features or benefits related to the Site and the services of third-party service providers, subject to any additional terms that Anjuli establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Anjuli; (iii) may be disabled by Anjuli at any time for any reason without liability to Anjuli; (iv) may only be used under the specific terms that Anjuli establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire before your use. Anjuli reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user if Anjuli determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of Anjuli’ Terms of Use.

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**Choice of Law and Venue.** Anjuli controls this Site from its offices in the state of Nevada in the United States of America. Anjuli makes no representation that all of the Site’s contents are appropriate or available for use in other locations, and access to the Site is prohibited from locations where some or all of the content is illegal. If you choose to access this Site from other locations, you do so at your initiative and are responsible for compliance with applicable local laws. You may not use or export Site contents violating U.S. export laws and regulations. Any claim relating to the Site content shall be governed by the internal substantive laws of the State of

Nevada without regard to its conflict of law principles. You agree and submit to the exclusive personal jurisdiction and venue of the Federal and State Courts in Clark County, Nevada, United States of America. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including, without limitation, this paragraph. Any failure by Anjuli to enforce any of its rights under these Terms of Use or applicable law shall not constitute a waiver of such rights.

**Assignment.** Anjuli shall be permitted to assign, transfer, and subcontract its rights and obligations under these Terms of Use without any notification or consent required by you. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and obligations under these Terms of Use.

**Severability.** If any part of these Terms of Use is determined to be invalid or unenforceable under applicable law, including, but not limited to, the disclaimers and liability limitations set forth above, then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

**Changes.** Anjuli may revise these Terms of Use at any time and occasionally by updating this posting. Therefore, any such revisions bind you, and you should periodically visit this page to review the then-current Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages of the Site.

**44. Entire Agreement.** These Terms of Use, the Privacy Policy, and, if applicable, the License Agreement (including the Statement of Policy and Anjuli Rewards Adventure) set forth the entire understanding and agreement between you and Anjuli concerning the Site. You acknowledge that any other agreements between you and Anjuli concerning the Site are superseded and of no force or effect.