

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1: GENERAL INFORMATION

The present General Terms and Conditions of Sale (hereinafter also referred to as: The Terms and Conditions of Sale (hereinafter referred to as the "T&Cs")) constitute a contract between you (hereinafter also referred to as the "Customer") and Urbidia SA, whose registered office is located at 5 rue Perdtemps, 1260 Nyon, Switzerland (hereinafter also referred to as "the Company"). The GTCS govern your use of the site www.virilblue.co.uk and any other site, application or associated tool (hereinafter collectively referred to as: the "Site"). The Site www.virilblue.co.uk is operated by the Company.

When you use the Site as defined below and/or you click on the button "I have read and agree to the present general terms and conditions of sale", you confirm that you have read these GTCS and expressly agree to be subject to them and comply by them, as well as with all the laws and regulations that are applicable to the Site. If you do not agree to be bound by these GTCS, you must abstain from using the Site.

The Company offers articles and products for sale online (hereinafter also referred to as: "the Products") through an e-commerce platform (hereinafter also referred to as: "the Site"). You must be at least 18 years old and authorised in your jurisdiction to enter into a contract. If you are not of legal age or if you do not hold the relevant civil rights, you can only use the Site with the authorisation of your legal guardian.

The different steps for the conclusion of a contract on the Site are as follows:

- Choice of one or more Products or a cure,
- Login and/or communication of your personal data through an online order form
- Communication of your payment information on a secure page
- Verification and confirmation of the order
- Receipt of an email confirming the order

By placing an order on the Site, you confirm that you are of legal age and/or have the right to conclude contracts in your jurisdiction, you fully accept the present GTCS and finally, you acknowledge that you have understood their content and scope.

The Company reserves the right to amend the present GTCS at any time. In case of modification, the users of the Site will be informed of these changes by e-mail or by a notification posted on the Site. You are nevertheless responsible for acquainting yourself with these amendments. Your continued use of the Site after such amendments will require your acceptance of the new GTCS and consent to the amendments. The Company reserves the right to shut down the Site at any time, without prior notification and without indicating the reasons.

ARTICLE 2: PRICES AND PRODUCTS

Prices are indicated in EUR. The amount that will be billed by the Company includes the price of products and delivery costs, VAT included. Any potential customs taxes or other fees with regard to the importation of merchandise into the Customer's country of residence will be the responsibility of the latter and will be billed separately from and in addition to the original bill by the authority concerned.

The Company reserves the right to modify its prices at any time without prior notice. Orders placed before the change in price will, however, not be affected and will be billed at the price indicated when the order was confirmed by the Customer.

The products will remain the property of the Company until the billed amount has been paid in full.

ARTICLE 3: CURE-TYPE OFFERS & FORMULAS

In the framework of certain cure-type offers, the customer benefits from a commercial discount and/or gifts offered at the time of placing his first order. Cure-type offers and formulas imply an automatic renewal of the order. Thus, at the end of each period and to avoid any interruption in the follow-up of his cure program, the customer will receive a new delivery identical to his initial order (excluding gifts), for the same duration and at the same price. The customer may ask to discontinue scheduled shipments within the framework of their treatment by contacting customer service by email at customer@virilblue.co.uk or make this [request online](#).

Example in the case of a cure of a food supplement such as VirilBlue. The list price of the product Virilblue is €79.90. If you benefit from a promotion at the price of €64.90 including a box of 30 capsules offered, your cure will be renewed each month at the price of €64.90. In this case, you will receive a new box each month, the 30 free capsules being offered only when you initially subscribe to the cure. Any other gifts offered at the time of your subscription will also only be offered at the time of your initial subscription.

ARTICLE 4: SECURE PAYMENT

The Company uses an order processing platform as well as a secure payment management platform that guarantees the utmost confidentiality of the Client's banking data according to currently accepted standards. Credit card payments are processed by external service providers on behalf of the Company. Cure-type offers can be paid for only by bank card or in certain cases, when it is proposed to you, by direct debit SEPA.

Apart from cures, the customer sometimes has the option of paying by cheque made out to the company or by bank transfer. In this case, the order will only be processed once the payment has been received. It is brought to the attention of the customer that payments by cheque and bank transfer considerably lengthen the processing time of orders. Under no circumstances and under no circumstances will an order be shipped without full payment.

ARTICLE 5: DELIVERY AND DELIVERY CHARGES

The Company entrusts an external service provider with the management of storage, packaging of packages, processing and shipping of orders. The company aims to dispatch orders within a maximum of 72 business hours following receipt of payment, as long as the products ordered by the Customer are in stock at the time of the order.

Indicated product availability is only given for informational purposes, and can also be modified at any time according to variations in stock. Delivery time frames will vary according to the availability of the products, the payment method chosen and the country the order is being delivered to.

All parcels or letters are sent by the Post Office from France or by private carriers from Portugal. The Company accepts no liability for the delivery of packages and letters. Shipping costs are calculated for each order, but in many cases, shipping costs are offered to the Customer.

It is the Customer's responsibility to ensure that the delivery address indicated is correct and complete for delivery without incident by the postal service concerned. If a package or letter is returned by the postal service due to an insufficient or incorrect address or if a package is not picked up by the deadline, the Customer is responsible for the delivery costs of resending the package.

In such cases, the delivery times estimated in these GTCS will not be upheld. If a package or letter must be returned by the postal service concerned due to an incomplete or incorrect address or failure to pick up the package by the deadline, and the Customer requests reimbursement for the corresponding order, the amount reimbursed by the Company will not include the delivery costs.

For a registered package, the Customer can at any time consult the status of his/her orders using the online tracking tool provided by the Company or by consulting customer service, the latter not guaranteeing uninterrupted access.

ARTICLE 6: RIGHT OF WITHDRAWAL

The Customer has 14 days to exercise his or her right of withdrawal, without having to give any reasons. However, this right of withdrawal does not apply to custom items, items manufactured upon request and in accordance with the customer's specifications, beauty products, items for intimate use and finally, items for consumption. If you have a right of withdrawal, the withdrawal deadline of 14 days starts on the day that you, or a third party who is not the transporter and that you have designated, receive the ordered item or, if the order includes several items delivered separately, starting on the day that you, or a third party who is not the transporter, receive the last item.

To exercise your right of withdrawal, you must inform us of your decision to withdraw using the withdrawal form provided [on this link](#) or by sending your unambiguous request expressing your wish to withdraw to customer@virilblue.co.uk, before the withdrawal period expires.

ARTICLE 7: RETURN AND EXCHANGE OF MERCHANDISE ("SATISFACTION OR REIMBURSEMENT" GUARANTEE)

The Customer benefits from a "satisfaction or reimbursement" guarantee on all products ordered from the shop, for 14 days following receipt of the merchandise (evidenced by the date as postmarked). All our refunds are made within 1 month by the same means of payment used for the initial order. If this is not possible, the refund will be made by bank transfer. The risks associated with returning the item (loss or damage) remain the responsibility of the Customer, as well as any return delivery costs.

Within the same 14 day period, you have the right to request an exchange for an identical item of a different size or colour (subject to availability). The fees for return delivery and delivery of the new item remain your responsibility. You can also

select another item: the price difference between the two items, the return delivery fees and the redelivery fees for the new order will remain your responsibility.

The risks associated with returning the item (loss or damage) remain the responsibility of the Customer, as well as any return delivery costs. Only articles that can be resold, that have not been used or worn, and that are returned in their intact original packaging (unopened) will be reimbursed/exchanged.

ARTICLE 8: RETURN OF A DEFECTIVE PRODUCT OR ITEM

In the event of the customer returning a defective product, which must take place within 14 days following receipt of the merchandise (evidenced by the date as postmarked), the return delivery fees and redelivery fees will be paid by the Company after our returns department confirms the anomaly. Before returning an item on these grounds, you must contact customer service, who will explain the process to follow for the return.

ARTICLE 9: LIABILITY

The products offered for sale comply with current law. For importation to other countries, the Customer is responsible for informing him- or herself in advance concerning local regulations. The Company can in no case be held liable for the dispatch of products deemed unlawful in the Customer's country.

The photographs and texts included in the product description are not contractual. It is therefore possible for the Customer to note a difference in colour or packaging. In such cases, the Company cannot be held liable. When the Customer confirms his or her order on the Site, he or she acknowledges having been made aware of and accepting the general terms and conditions of sale.

No advice and no information given to the Customer, either orally or in writing, constitutes guarantees if it is not specifically set out in these general terms and conditions of sale. These GTCS are governed by French law and can be amended at any time without prior notice.

ARTICLE 10: CONSENT REGARDING PERSONAL DATA

By using the Site, you agree that the Company may collect, process and use your personal data. For more information on the manner in which we collect and process your personal data, please consult our Confidentiality Policy.

ARTICLE 11: ABSENCE OF GUARANTEE

The Company provides the Site "as is" and "as available" with no type of guarantee. The Company does not guarantee that the Site or its use will be uninterrupted, without error or without "bugs". The Company provides no guarantee with regard to the Products that can be ordered on the Site.

The company provides no guarantees other than those set out in these general terms and conditions of sale. Within the limits of the current legislation, the company exempts itself from any liability and provides no guarantee of any kind, express or implied, direct or indirect, including, without limitation, guarantees of conformity or compliance with the contract, or any other item, or guarantees of non-violation of applicable rules concerning the site or delivered products. Only the guarantees set out in these GTCS or those from the manufacturer are applicable.

As the company is not a sales intermediary and does not import products itself, it provides no guarantee concerning the products and cannot be held liable for the applicable products under the laws on liability. If certain states restrict the limitation of liability for wilful misconduct or gross negligence, this clause will only partially apply to you in these cases, but nevertheless remain valid for the remainder.

ARTICLE 12: INTELLECTUAL PROPERTY

All software, code, layout, graphics, visual images, designs, animations, logos, brands, videos, photos, music, files, texts, comments, illustrations, images and photos or other content offered on the Site are the exclusive intellectual property of the Company and remain its intellectual property in all circumstances. Any full or partial reproduction or representation of the Site or its content by any means, without the express authorisation of the Company, is prohibited and constitutes a copyright infringement. The Company brands, as well as the logos on the Site, are registered trademarks.

Any full or partial reproduction of these brands or these logos from the elements on the Site without the authorisation of the Company is prohibited and constitutes a copyright infringement. All rights regarding the content not expressly included in these GTCS remain the property of the Company. Any use of this content without the prior authorisation of the Company is prohibited.

This includes but is not limited to any distribution, reproduction, modification, display or transmission of content or data. You agree not to unduly extract, read off, copy, index or reference the Site's content without prior authorisation from the Company, either manually or using, in particular, robots, spiders or any other automatic system.

The Company's rights include the rights to the Site, the domain names used and all the software, DNS and codes allowing for the use of the Site under the abovementioned domain names.

ARTICLE 13: PROHIBITED USES

You may not use the Site to publish, distribute or send spam, unsolicited electronic communication, chain mail or pyramid schemes. You will not try to pirate or spread viruses or any technology that could damage the Site or its interests or the property of its Customers. It is prohibited to post comments or evaluations that are incorrect, unfair, offensive or libellous or that violate the law in any way in order to obtain undue advantages, harm a competitor, unduly tarnish a reputation or damage a person or a third party in any way, or to undertake actions that could worsen or call into question the merit of the evaluation system available on the Site.

You may not export or reexport any application, code or tool that has been developed by and that is the property of the Company, unless you strictly abide by the applicable export control laws in view of any applicable legislation. You may not copy, modify or distribute the content available on the Site without prior authorisation. You may not market any application, code, or software used on or by the Site. You shall not in any way collect information regarding the Site's Customers, their email addresses and/or their personal data without the prior authorisation of the latter or in violation of the Company's confidentiality policy.

In the event of the violation of these GTCS or any legal provision applicable to your use of the Site, the Company reserves the right to end your contract and exclude you from the Site at its discretion, with or without prior notice.

ARTICLE 14: EXTERNAL LINKS

The Site may contain links to other sites that are not controlled by the Company. The Company provides no guarantee and accepts no liability regarding the relevance, accuracy, legality, completeness or quality of the content of sites that are accessible through links available on the Site and will in no case be held liable for the content of the sites that these links lead to (hypertext or deep-link). The company only provides these links for your convenience and the inclusion of links to these sites does not signify that the Company adheres to or agrees with the content featured there.

ARTICLE 15: INTERRUPTION OF SERVICE

As the Services are internet-based, they are subject to temporary interruptions. The Company only accepts liability for the temporary unavailability of the Site, a failure of some or all Site functions, a loss of data due to such an interruption or Site malfunctions. The Company will do everything possible to ensure that the Site functions in a reliable manner, uninterrupted and without malfunctions.

However, most notably but not exclusively due to maintenance work, the Site may be partially or totally unavailable for a given period, which does not entitle users, respectively Customers, to any right or claim with regard to the Company.

The Company cannot be held liable for possible defects, losses of data or harm due to a defect in or interruption of the Site or your access to the Site. The Company provides no guarantee concerning agreement between the system's time and the official time. The Company exempts itself from all liability for damages suffered following the use or abuse of the Site or the internet network by other users or third parties.

ARTICLE 16: INTERNET NETWORK SECURITY AND TRANSMISSION OF DATA

Internet users using the Site are expressly informed of the risks regarding the technical specifications of the internet network. Although the Company undertakes to do everything that can be reasonably considered within its power to provide increased security for your data, the Company cannot, in view of the technical specifications, guarantee that the information and data exchanged on the Site will not be intercepted by third parties and cannot provide an absolute guarantee regarding the confidentiality of information exchanged. Given that it is difficult to identify a user on the internet, the Company provides no guarantee of being able to determine the identity of a user on the Site.

ARTICLE 17: RESPONSIBILITIES OF THE INTERNET USER

It is up to you to use the information on the Site with care and to carry out any verification at your own risk. You are aware that you are using the Site at your own risk. You acknowledge having the competence and means necessary to access and use the Site and having verified that the IT configuration used contains no viruses and is in perfect working order.

ARTICLE 18: WRONGFUL REPUDIATION

If the customer stops one or more payment transactions made on the Site without a valid reason, this step constitutes wrongful repudiation. In this case, the Site will systematically recover the unpaid sums, increased by €100 of processing fees per disputed transaction.

If the customer fails to remedy his situation within 7 days of notice, the Company reserves the right to take legal action to enforce its rights. In this case, the processing fee will be increased to €500 per disputed transaction.

ARTICLE 19: COMPENSATION

You agree to fully compensate the Company and/or its representatives, administrators, agents and/or employees for all costs, damages and expenses (including the court and lawyer's fees) resulting from a violation of these GTCS or any legal provision or applicable standard.

ARTICLE 20: ENTIRETY OF THE AGREEMENTS

These general terms and conditions of sale, as well as the Confidentiality Policy, represent the entirety of the agreements concluded between you and the Company and take precedence over any previous agreement, oral or written, that you may have had with the Company. No amendment to these GTCS will be binding on the Company unless it has been signed by the authorised representatives of the Company.

ARTICLE 21: ASSIGNMENT RIGHT

The Company reserves the right to cede or transfer to any company of its choice the rights and obligations contained in these general terms and conditions of sale.

ARTICLE 22: PARTIAL NULLITY

If certain provisions in these GTCS were completely or partially void and/or inapplicable, the validity and/or application of other provisions or any part of these will not be affected. The inapplicable and/or void provisions will thus be replaced by valid legal provisions that are as close as possible in meaning and economic rationale to the inapplicable and/or void provisions. The same will apply in the case of any omissions in these GTCS.

ARTICLE 23: APPLICABLE LAW AND COMPETENT JURISDICTION

The Site and the present general terms and conditions of sale are subject to Swiss law. In the event of a dispute, the parties should first attempt to find an amicable solution. Should the parties fail to reach an amicable solution, the courts presiding over the registered office of the company publishing the Site will have sole jurisdiction with no exception notwithstanding plurality of defendants or the introduction of third parties.