Taiwan Vital System Limited (台灣維多系統有限公司)

Terms and Conditions of Sale and Disclaimers

The following terms and conditions for all current uses of this website and disclaimers ("Terms") constitute a binding agreement between you and

Taiwan Vital System Limited (台灣維多系統有限公司)

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GENERAL

- 1. These Terms shall govern your current Use of this website. These Terms supersede all terms and conditions that may have been published previously on this site.
- 2. If you are not 20 years old, please ask your parents or other adults whether you are of age to use this website and to order goods and services from it. There may be local laws that make it inappropriate for you to use this site or make purchases from it. You and the adults whom you must consult are solely responsible for determining if you may use this site lawfully.
- 3. These Terms are subject to change at any time without notice.
- 4. You acknowledge that you do not rely on any representation and/or warranty that has not been made in accordance with the Terms.
- 5. We attempt to ensure that information on this website is complete, accurate and current. Despite our efforts, the information on this website may occasionally be inaccurate, incomplete, or out of date.
- 6. Descriptions, depictions, representations, and/or specifications for the products and services on offer at this website are intended as a guide only and only give a general approximation of the efficacy of the products.
- 7. You shall use this website in a legal, honest, and inoffensive manner, in compliance with generally accepted internet usage practice from time to time, and in compliance with the prevailing standards of your own community.
- 8. This website may offer online entertainment services that are adult in nature. It may contain graphic depictions and descriptions of explicit sexual activity and/or sell adult products. You acknowledge that you are aware of the nature of the content on this site, that you are not offended by it, and that you access this site voluntarily.
- 9. These Terms are organized under titles in order to group information into "user-friendly" categories. The titles are not to be used for purposes of interpreting the Terms.

ORDERS

1. We have the right to refuse to accept any orders placed for Taiwan Vital System Limited (台

灣維多系統有限公司)'s products and services. Your order for products shall only be binding on us when you receive confirmation that a product has shipped. If we refuse your order, your money will be returned in full.

- 2. You are responsible for the accuracy of all information you provide that is necessary for us to process your order and/or ship your order to the correct location. If an order has not been shipped, or shipped to an incorrect location due to such inaccuracy, you alone are responsible.
- 3. The provision of products and services is subject to availability. If products are out of stock, we will inform you as soon as possible. You will be given the option of waiting until the products are in stock or of canceling your order.
- 4. If you have any problems or concerns regarding our products, you can reach us via the customer service contact information supplied on this website.
- 5. Dates for delivery are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond our reasonable control.
- 6. If a delivery requires a signature to confirm receipt, it is your responsibility to ensure that there is someone at the delivery address to sign for the products when delivered. It is also your responsibility to collect the products from any postal collection depot and/or arrange an alternative delivery date if you are not available to sign for the products.
- 7. If you place your order by post, please complete the order form and send it to us, along with payment, to the address given. We have no liability to you in respect of orders that do not reach us.
- 8. Any products purchased are for personal use only. The products cannot be resold and cannot be given to any third party.
- 9. The availability of this website may be outside our control and in the hands of third party providers. We cannot guarantee the level of availability of this site for your orders or other Use.
- 10. We are not responsible for safe delivery of goods because we do not ship the products directly. If the products are not delivered, arrive late, or are damaged in transit, you must take this up with the carrier. We will provide you with their contact details upon request.
- 11. Payment is due at the time you place your order.
- 12. We do not accept your order until we receive notice from our credit card merchant that your payment has been authorized and/or we have received payment in full in cleared funds.
- 13. If for any reason payment in full is not made, we may withhold or suspend delivery of the products.

RETURNS

- 1. In case your order is qualified for a free or discounted shipping, actual delivery cost will be deducted from your refund.
- 2. If you return goods to us, you will need to pay for shipping.
- 3. The Customer is obliged to send the packaging with the product, receipt confirming the product purchase (receipt or invoice) and completed return form within 90 days from the purchase.

LIABILITY

- 1. The word "Liability," as used in the Terms, means any and all damages, claims, proceedings, actions, awards, expenses, costs and other losses.
- 2. WE MAKES NO WARRANTIES FOR THE PRODUCTS SOLD ON THIS WEBSITE. WE MAKES= NO REPRESENTATION ABOUT THE SUITABILITY OF THE PRODUCTS ON THIS SITE FOR ANY PURPOSE. ALL SUCH PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PRODUCTS ON THIS SITE, INCLUDING ALL IMPLIED

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- 3. THE REPRESENTATIONS, VIEWS, OPINIONS, STATEMENTS, AND RECOMMENDATIONS ON THIS SITE ARE BASED ON REPRESENTATIONS AND CONCLUSIONS BY THIRD PARTIES INCLUDING THIRD-PARTY SCIENTIFIC AND MEDICAL RESEARCHERS, CUSTOMERS PROVIDING TESTIMONIALS, EXPERT ENDORSERS, INFORMATION FROM SUPPLIERS, PARTICIPANTS ON INTERNET FORUMS, AND AUTHORS WHO PUBLISH LITERATURE ABOUT THE PRODUCTS' INGREDIENTS AND THEIR EFFICACY. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED, UPLOADED, OR DISTRIBUTED THROUGH THE SITE, AND EXPRESSLY DISCLAIM LIABILITY FOR ALL SUCH REPRESENTATIONS. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, OR INFORMATION WILL BE AT YOUR SOLE RISK. THE MATERIALS ON THIS SITE ARE TRANSMITTED AND DISTRIBUTED "AS IS" AND APPEAR ON THE SITE WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.
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- 5. WE DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.
- 6. TAIWAN VITAL SYSTEM LIMITED (台灣維多系統有限公) URGES YOU TO SEEK THE ADVICE OF A PHYSICIAN OR OTHER COMPETENT MEDICAL PRACTICIONER BEFORE USING THE PRODUCTS OFFERED ON OR THROUGH THIS WEBSITE, SINCE YOU MAY BE TAKING A MEDICATION OR OTHER DIETARY SUPPLEMENTS, OR MAY HAVE A MEDICAL CONDITION THAT MAKES THIS PRODUCT INAPPOROPRIATE FOR YOUR USE. WE DISCLAIM ALL LIABILITY FOR ANY INJURY OR ILLNESS THAT YOU SUSTAIN AS THE RESULT OF NOT SOLICITNG SUCH ADVICE, AS A RESULT OF HAVING RECEIVED INCOMPLETE OR INACCURATE ADVICE, OR AS A RESULT OF HAVING ANY ADVERSE PHYSICAL REACTION WHETHER OR NOT YOU FIRST CONSULTED WITH A MEDICAL PRACTITIONER.
- 7. IF ANY DISPUTES ARISE BETWEEN YOU AND US AS A RESULT OF THESE DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND LIABILITY, OR FOR ANY OTHER REASON, AND NEITHER OUR CUSTOMER SERVICE DEPARTMENT NOR GOOD FAITH MEDIATION IS ABLE TO RESOLVE ANY CLAIM, DISPUTE OR CONTROVERSY, WE BOTH AGREE THAT SUCH DISPUTE SHALL THEN BE SETTLED SOLELY BY ARBITRATION STRICTLY BETWEEN YOU AND US, THE RESULT OF WHICH SHALL BE BINDING UPON ANY PARTIES INVOLVED, AND ANY JUDGMENT UPON ANY AWARD OF THE ARBITRATORS MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. WE DISCLAIMS ALL LIABILITY FOR REPRESENTATIONS AND WARRANTIES MADE ON OTHER WEBSITES ABOUT THE PRODUCTS AND SERVICES ON OFFER AT THIS WEBSITE IF SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE INCONSISTENT WITH REPRESENTATIONS AND WARRANTIES MADE ON THIS WEBSITE.
- 8. YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS TAIWAN VITAL SYSTEM LIMITED (台灣維多系統有限公司) AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, AGENTS, DISTRIBUTORS, AND AFFILIATES FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND CAUSES OF ACTION (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR BREACH OR ALLEGED BREACH OF ANY OF THESE TERMS
- 9. THESE DISCLAIMERS AND EXCLUSIONS APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE ON OR THROUGH THIS SITE.
- 10. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

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- 1. We do not sell databases to third parties that contain our customers' personal information. We are committed to safeguarding your personal information.
- 2. We may contact you in the event that we wish to inform you of other products and services that we believe may interest you.
- 3. If we are under an order from a court of law, law enforcement authority, or regulatory agency to render personal details of our customers, such a legal mandate may leave us no choice but to comply. Please be aware that every business, both on and off the internet, is subject to the same privacy limitation.
- 4. When you order products and provide certain personal information such as your contact details, credit/debit card details, or other payment details, this information may be processed by us on servers that reside outside of Taiwan. By placing orders for the products, you consent to the transfer of your data to the location(s) at which our servers reside.
- 5. We may use a third party credit card merchant to take your payment. This third party will check and process your payment details. There are strict obligations that govern credit card merchants' handling of personal data. However, we cannot be held responsible for actions by this third party. We accept no liability for loss and/or damage that you may suffer as a result of this third party's acts and/or omissions. We advise you to print and retain a copy of each card transaction for future reference.
- 6. There is an inherent risk that any communication, whether by e-mail, fax, telephone, or post, can be intercepted by third-parties. We do not accept any liability for external compromise of security and/or confidentiality in relation to transmissions sent by any of these media.
- 7. Our site may place cookies on your computer. Cookies are software applications placed on your hard drive by many websites. The aim of a cookie is to track your website preferences and habits in order to make visits more productive. You should ensure that your browser software is set not to accept cookies if you do not wish to receive them.
- 8. You shall not use this website and any service made available to you via this website to attempt to gain access to and/or interfere with the functioning, operation or security of any network and/or system or in order to monitor a third party's use of the internet.

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1. We are not responsible for the content of any websites that link to this one, including such websites that review and/or promote our products and services. A link to this site from another website does not imply that we endorse the contents of such websites or accept the endorsements contained on such websites, or accept any responsibility for the content or use of such other websites.

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ENFORCEMENT

- 1. No waiver by us of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same provision or other provision.
- 2. If any provision of the Terms is held by a legal authority pertinent jurisdiction to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 3. We shall have no Liability to you for any delay in performance to the extent that such delay is due to any event outside our reasonable control including but not limited to acts of God, war, flood, fire, labor disputes, sub-contractor delays, strikes, lock outs, riots, civil commotion, malicious damage, explosion, governmental action and any other similar events. If we are affected by any such event, then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 4. All third party rights are excluded and no third party shall have any right to enforce these Terms.
- 5. For this particular Use, this agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Taiwan Vital System Limited (台灣維多系統有限公司) with respect to this website. No modification of this agreement shall be effective unless it is authored by Taiwan Vital System Limited (台灣維多系統有限公司) and physically signed in blue ink by a director of Taiwan Vital System Limited (台灣維多系統有限公司).

CUSTOMER SERVICE

1. If you are unhappy with any aspects of the services and/or products that we have provided to you or have any queries or comments regarding the service, please email us at helpdesk@realash.com.

CONTACT

Taiwan Vital System Limited (台灣維多系統有限公司)

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