

LiveKAYA LLC

Terms and Conditions

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least [18] years of age.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of LiveKAYA LLC privacy policy.

Unless otherwise stated, LiveKAYA LLC and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website

Where content is specifically made available for redistribution, it may only be redistributed within your LiveKAYA LLC business.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without LiveKAYA LLC express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without LiveKAYA LLC's express written consent.

Restricted access

Access to certain areas of this website is restricted. LiveKAYA LLC reserves the right to restrict access to other areas of this website, or indeed this entire website, at LiveKAYA LLC discretion.

If LiveKAYA LLC provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

LiveKAYA LLC may disable your user ID and password in LiveKAYA LLC at LiveKAYA LLC's sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to LiveKAYA LLC a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to LiveKAYA LLC the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or LiveKAYA LLC or a third party (in each case under any applicable law).

Information you provide- you must not post, send, submit, publish, or transmit in connection with this site any material that: you do not have the right to post, including proprietary material of any third party; advocates illegal activity or discusses an intent to commit an illegal act; is vulgar, obscene, pornographic, or indecent; does not pertain directly to this site; threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive; seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity; violates any law or may be considered to violate any law; impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; advertises any commercial endeavor, or otherwise engages in any commercial activity except as may be specifically authorized on this site.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

LiveKAYA LLC reserves the right to edit or remove any material submitted to this website, or stored on LiveKAYA LLC servers, or hosted or published upon this website.

Notwithstanding LiveKAYA LLC rights under these terms and conditions in relation to user content, LiveKAYA LLC does not undertake to monitor the submission of such content to, or the publication of such content on this website.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. LiveKAYA LLC makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, LiveKAYA LLC does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.

Limitations of Liability

LiveKAYA LLC will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if LiveKAYA LLC has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit LiveKAYA LLC liability in respect of any:

- death or personal injury caused by LiveKAYA LLC negligence;
- fraud or fraudulent misrepresentation on the part of LiveKAYA LLC; or
- matter which it would be illegal or unlawful for LiveKAYA LLC to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, LiveKAYA LLC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against LiveKAYA LLC officers or employees in respect of any losses you suffer in connection with the website].

LiveKAYA LLC, its subsidiaries, affiliates, licensors, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages. Even if LiveKAYA LLC has been advised of the possibility of such damages. In no event will the collective liability of the company and its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of \$100.00 or the amount that you have paid to LiveKAYA LLC for the applicable content, product or service out of which liability arose.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect LiveKAYA LLC officers, employees, agents, subsidiaries, successors, assigners and sub-contractors as well as LiveKAYA LLC.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify LiveKAYA LLC and undertake to keep LiveKAYA LLC Indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by LiveKAYA LLC to a third party in settlement of a claim or dispute on the advice of LiveKAYA LLC legal advisers) incurred or suffered by LiveKAYA LLC arising out of any breach by you of any provision of these terms and conditions or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to LiveKAYA LLC other rights under these terms and conditions, if you breach these terms and conditions in any way, LiveKAYA LLC may take such action as LiveKAYA LLC deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

LiveKAYA LLC may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

LiveKAYA LLC may transfer, sub-contract or otherwise deal with LiveKAYA LLC rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and LiveKAYA LLC in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Nevada, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of Nevada.

LiveKAYA LLC Details

The full name of LiveKAYA LLC is LiveKAYA LLC

LiveKAYA LLC is registered in Nevada

LiveKAYA LLC's registered address is 300 S Wells Ave, Suite 16, Reno, Nevada 89502

You can contact LiveKAYA LLC by email:

support@[livekaya.com](mailto:support@livekaya.com)

or:

CUSTOMER SUCCESS

888-488-KAYA (5292)

CORPORATE OFFICE

300 S Wells Ave Suite 16, Reno, Nevada 89502

SHIPPING POLICY

At LiveKAYA LLC we want to ensure that our customers get the freshest product in the best possible condition. Our first priority is ensuring your product arrives in perfect condition. Our packaging is specifically designed to protect our premium chocolates.

During the hot season (May 1st through October 14th), wherein an average temperature threshold of **70 degrees Fahrenheit** is reached, all orders are packed in insulated packages and outfitted with frozen, environmentally sustainable gel packs. Orders must be placed by 12pm (PST) for same day fulfillment. Orders placed and received AFTER 12PM PST will ship the next available ship day. Transit cutoff for delivery is set for Friday, to ensure product does not stand idle over weekend. Orders placed after 12 pm on Wednesday, will ship on the following Monday, with the exception of 1 - day delivery zones, which

will ship no later than Thursday of the same week. LiveKAYA LLC is only able to ship within the United States; APO or FPO addresses are currently unavailable.

To limit transit time, orders are NEVER shipped over the weekend. This is to ensure that your chocolates will not sit in an environment with an uncontrolled temperature. LiveKAYA LLC guarantees the integrity of the chocolate for **72 hours from ship date**. LiveKAYA LLC is NOT responsible for packages stolen or damaged after they are delivered to the address specified by the customer. When possible, we suggest shipping to a business location. LiveKaya LLC will not refund purchases if the product is damaged or melted after the first delivery attempt, or if it is returned due to an invalid address.

PLEASE DOUBLE CHECK THE SHIPPING ADDRESSES BEFORE SUBMITTING YOUR ORDER. LiveKAYA LLC shall not be responsible for orders delayed or returned due to incorrect or undeliverable addresses provided by the customer.

LiveKAYA LLC fulfills orders using **best method** delivery through the following carriers: **UPS, ONTRAC, and FedEx**. Orders are guaranteed for delivery within **5-7 business days**, barring natural disasters, incorrect address entry, or situations outside of reasonable control. PO box shipping is currently unavailable for delivery; please contact customer service for assistance with alternative shipping:

888-488-KAYA (5292)

email-support@livekaya.com

Return and Refund Policy

LiveKAYA LLC is sure you will be happy with your order. However, if for any reason you are not satisfied with your product(s), we gladly offer a 30-day, money-back guarantee on all **initial** orders. If you are dissatisfied with any of our product(s) for any reason, you may request a refund from LiveKAYA LLC within **30** days of the purchase date for a full return of the purchase price, minus shipping.

If eligible for a refund, LiveKAYA LLC will credit the original form of payment (less shipping) within 30 days of the product being logged as returned. All volume associated with the sale of the products will be deducted once the refund is issued.

Brand Partner fees, Evo enrollment and or upgrade fees, and any other digital product or service is non-refundable. Cancellation of any digital good or service is available upon request however, LiveKAYA LLC reserves the right to retain any earnings received from the sale of any digital products, services, or fees.

We ship our products in the highest quality packaging to prevent damage; however, if by chance you receive damaged or defective products, please contact Customer Support immediately and we can replace those products at no charge in lieu of a refund. **Please take a picture of the damage as soon as possible to assist in your replacement.** Customer Support will evaluate and instruct you on whether or not returning the product is necessary.

If return shipping is required, all products will be shipped to LiveKAYA LLC prepaid, as we do not accept shipping collect packages. We recommend that you use a shipping method where you can track your package, as risk of loss in shipping is solely borne by the Customer or Brand Partner. If the product is not received by LiveKAYA LLC, it is the responsibility of the Customer or Brand Partner to track the shipment and no credits will be applied until the item is received.

Products that are temperature sensitive or altered will not be accepted. Product tampering on resalable goods, consumables with broken packaging seal, and chocolate products shall not be returnable. If a refund is desired on these products within 30 days, visual evidence must be provided to Customer Support for verification, otherwise your account may be subject to suspension or, in extreme cases, termination.

Ship products to our corporate office at:

LiveKaya LLC

Attn: Returns

300 S Wells Ave, Suite 16 Reno, NV 89502

For our Customers:

If the product was purchased directly from an Independent LiveKAYA LLC Brand Partner, or at an Event or Show, and not directly shipped from LiveKAYA LLC, please contact them for a Refund.

In order to facilitate the return process, the consumer, and/or Brand Partner is required to contact LiveKAYA LLC Customer Support to obtain a Return Merchandise Authorization (RMA) Number. This number, along with the Order Number must be submitted via email. Refunds will be processed once RMA has been received. Please allow 7–10 business days for Refunds to be completed.

For additional information or assistance in processing a return, please contact Customer Support at:

Customer Support:

888-488-KAYA (5292)

email-support@livekaya.com

Corporate Office:

300 S Wells Ave Suite 16

Reno, Nevada 89502