

GENERAL TERMS AND CONDITIONS

Introduction

The following terms and conditions (the "Terms") govern the products and services (the "Products & services") offered through www.whopp.org to you (the "Customer/User/Client"). By placing an order for medicines, client agrees to be bound by and accepts these Terms as well as the Customer Agreement.

General conditions that apply to products and services offered by the company Worldwide Health Opportunities Sàrl to the exclusion of any other document, unless expressly agreed by the Parties.

Clause 1

To clarify the reading of this Agreement, the Parties agree that the following terms shall have the following general meaning:

"Contract": contract concluded by the User, by the subscription, online on the website www.whopp.org or by mail, of the Order Form, including these General Terms and Conditions.

"User": any contractor of the company Worldwide Health Opportunities Sarl and beneficiary of the services and programs of the said company Worldwide Health Opportunities Sarl.

These Terms may not be altered, supplemented, or amended by the use of a Client purchase order or similar Client document. Any attempt by Client to alter, supplement or amend this document or to enter into an order for Products that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Client and www.whopp.org may change the Terms at any time without prior notice.

Clause 2

These Terms will be governed by and construed in accordance with the swiss laws of the jurisdiction which Products are shipped to Client from India (unless www.whopp.org elects otherwise in its sole discretion), without giving effect to any principles of conflicts of laws. All disputes, controversies or claims arising out of or in connection with these Terms shall be submitted to and subject to the jurisdiction of the courts in the jurisdiction of Geneva - Switzerland. The parties submit and attorn to the exclusive jurisdiction of said courts to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with these Terms.

Clause 3

Warning and obligations of the users: The User declares to be perfectly informed and accepts that the products and services offered by Worldwide Health Opportunities Sàrl through the website www.whopp.org or otherwise can in no way substitute for a medical consultation. Nor can they be considered a medical prescription.



The information given to the User within the framework of the present agreement can, under no circumstances, neither establish a medical diagnosis concerning the User, nor substitute the consultation of a general practitioner, specialist or health professional.

The User undertakes to take part and carry out the medicines for strictly personal and non-commercial purposes. It undertakes not to resell all or part of the medicines.

The User undertakes not to use our web site www.whopp.org, the prescriptions for illegal purposes. In particular, it undertakes not to transmit, via the said site, messages that are contrary to public order, morality, and/or comments that are defamatory or likely to infringe the privacy of third parties.

Worldwide Health Opportunities Sàrl cannot be held responsible for decisions made by the patient.

Clause 4

As privacy policy, by submitting a medicines order for products and services from the website www.whopp.org, the Client consents to the collection and use of personal information as described in our privacy policy published on the Worldwide Health Opportunities Sàrl web site. www.whopp.org reserves the right to amend its privacy policy from time to time by posting the updated policy on its web site. Customer agrees to review the privacy policy each time Customer submits an order for products or services.

Clause 5

The description of the services in the site www.whopp.org allows the User to benefit from the following services: order medicines and services facilities.

Clause 6

The orders are not binding upon Worldwide Health Opportunities Sàrl until accepted by Worldwide Health Opportunities Sàrl in writing, which shall not occur until after all items in the order have been shipped. The prices for the Products shall be as set forth in the platform of www.whopp.org website at the time of acceptance of an order by www.whopp.org. Prices for Products shall be subject to change without any further notice. Invoices, payments must be received by Worldwide Health Opportunities Sàrl prior to www.whopp.org acceptance of an order. Payment for the medicines will be made by through our web page platform www.whopp.org only by PayPal or transfer to Worldwide Health Opportunities Sàrl Swiss bank account.

Clause 7

As lowest price guarantee, Worldwide Health Opportunities Sàrl will beat the total order price, inclusive of shipping. Shipping methods are done by DHL or any other carrier offered by Worldwide Health Opportunities Sàrl.

The pharmaceutical manufacturer of each product is solely responsible for any warranty associated with a product. to the maximum extent permitted by law, www.whopp.org disclaims any warranties and conditions, express or implied, in respect of the products and services contemplated by these terms and conditions including, without limitation, implied warranties and conditions of



merchantability for a particular purpose. www.whopp.org is responsibility for claims in respect of the products is limited to replacement of the product.

Clause 8

8.1: The obligations of the supplier, Worldwide Health Opportunities Sàrl is only bound hereunder by an obligation of means, of which the User declares to be fully informed and which he declares to accept unreservedly. Consequently, and by way of example, Worldwide Health Opportunities Sàrl can never be liable to the User in the event that the User is not satisfied with the results obtained.

8.2 : The User declares to be perfectly informed and accepts that he is solely responsible for the content of the information transmitted and its eventual publication online, within the framework of the present contract.

8.3 : The user expressly acknowledges being informed of the fact that the Internet is a network carrying data that maybe protected by intellectual property rights or infringe the legal provisions in force. 8.1 Also, the User shall refrain from transmitting on the Internet any data that is prohibited, illegal, contrary to good morals or public order and that infringes or is likely to infringe the rights of third parties, in particular intellectual property rights.

8.4: Users also acknowledge that they are fully aware of the unreliability of the Internet, particularly in terms of the lack of security for data transmission and the failure to guarantee performance in terms of the volume and speed of data transmission. The User is therefore advised not to transmit via the www.whopp.org website any messages and/or information whose confidentiality she or he would like to see guaranteed in an infallible manner.

8.5: In any event, the User undertakes to hold and guarantee the Worldwide Health Opportunities Sàrl harmless from any claim, whether voluntary or contentious, which could be directed against it as a result of the User's behavior, within the framework of the present agreement.

Clause 9

9.1: As responsibility of the supplier, undertakes to make its best efforts in order to provide the User with a quality service.

9.2 : It is expressly agreed between the Parties that the Supplier cannot be held liable for any direct and/or consequential damages of any kind that may be caused to the User as a result of : of a use of the packs, offers and consultations by the User not complying with the provisions hereof, with the applicable regulations; of the non-respect, by the User, of the indications of realization of the tests appearing in the Instruction Manual given to the User with the sending of the tests of an event whose origin results from an event occurring at the User; of any incident or interruption of the service caused by an incident/failure occurring on the Internet network or on the hardware and software of the Customer or of a third party; of the content or nature of the data issued by the User; of their loss, non-delivery or incomplete delivery; of the difficulties that the User or a third party may encounter in connecting to the Internet network; of the lack of veracity of the information transmitted or received by the User; of any dispute that may oppose the User to third parties.



9.3: The Supplier shall implement the security parameters required by law to guarantee the security of medical and computer data. However, the Provider cannot guarantee the User protection against unauthorized access to files, data, programs, procedures or information, nor against their modification, misappropriation, loss or destruction, whether intentional or accidental. Consequently, the Supplier shall not be liable for damages of any kind resulting from such events.

Clause 10

Shipping charges and taxes are included in the total amounts shown on an email confirmation or invoice (s). If applicable, client is responsible for goods and services tax, sales and any other taxes associated with the order. If applicable, a separate charge for taxes will be shown on the invoice.

Clause 11

Prejudice, in the event that the Provider's liability is engaged towards the User following a breach of one of its obligations hereunder, the compensation shall apply only to direct, personal and certain damages, to the express exclusion of compensation for all damages or consequential damages, whether they be commercial damages, operating and turnover losses or loss of data.

In all cases, the Provider's liability is capped at the amount actually paid by the User for the disputed service and this for all damages suffered by the User under this contract.

By express agreement between the Parties, no legal action or claim of any kind may be brought or made by either Party more than three (3) months after the occurrence of the event giving rise to the claim.

Clause 12

For return Policy. Unopened Products up to a \$1000 value may be returned for a full refund when mailed by an international postal service within 7 days of receipt of the Products. Opened products up to a \$1000 value may be returned for a full refund when mailed by an international postal service within 14 days of receipt of the Products. Original shipping fee and return mailing cost is not refundable or credited under this policy. Refund will be granted only upon receipt of the returned Products to the appropriate address specified by www.whopp.org. Orders for special order items are not refundable or credited under this policy.

Exchanges, from time to time, www.whopp.org may, in its sole discretion, exchange or replace a Product, in the event of damage or defect to the Product. Any exchanges will be made in accordance with www.whopp.org exchange policies in effect on the date of the exchange.

Clause 13

Limitation of Liability, www.whopp.org does not accept liability beyond the remedies set forth herein including, without limitation, any liability for products not being available for use or delays experienced in customers receiving products that have been purchased. to the maximum extent permitted by law, www.whopp.org will not be liable for damages arising from personal injury or death, lost profits, loss of business or other loss or damage relating in any way to products or services, whether direct or consequential, special, indirect or punitive, even if advised of the possibility of such losses or damages, or for any claim by any third party. The foregoing limitations apply regardless of



the causes or circumstances giving rise to such loss, damage or liability, even if such loss, or damage or liability is based on negligence or other torts or breach of contract including, without limitation, fundamental breach or breach of a fundamental term.

Clause 14

Import and exports. In case of apply, the client acknowledges that the Products sold hereunder are subject to applicable import and export control laws and regulations.

Clause 15

Entire agreement, client agrees that these Terms and any document incorporated by reference or referred to herein constitute the entire agreement between Client and www.whopp.org pertaining to the subject matter of these Terms, and supersede, terminate and otherwise render null and void any and all prior agreements, understandings, negotiations, contracts, proposals or requests for proposals, whether written or oral, between Client and www.whopp.org. In the event of a conflict between these Terms and any of the documents incorporated by reference or referred to herein, these Terms shall govern.

Clause 16

Intellectual Property, the User acknowledges and accepts that the content of the www.whopp.org site, all information, including, without this list being exhaustive, the texts, software, music, sounds, photographs, videos, drawings or other materials contained in the site and/or in any communication sent by the facilitator to the User are protected by intellectual property law or any other right recognized by the swiss legislation in force.

The User is not authorized to copy, use, reproduce, distribute, or create derivative works from www.whopp.org content in any manner whatsoever.

Generally speaking, all elements protected by copyright and more broadly by intellectual property law appearing on www.whopp.org, or/and in any communication sent by the Supplier to the User (trademarks, logos, other distinctive signs, photos, etc.), shall remain the full and entire property of the company Worldwide Health Opportunities Sàrl its partners and representatives.

Any other use constitutes an infringement and is punishable under the swiss law of Intellectual Property unless prior written permission of the company Worldwide Health Opportunities Sàrl its partners and representatives.



Clause 17

Validity, if one or more provisions of this Agreement is declared null and void pursuant to a law or regulation or following a final decision of a competent court, this provision shall be deemed to be severable from this Agreement. The other provisions of the Contract shall be considered valid and shall remain in force, unless one of the parties demonstrates that the cancelled provision is of an essential nature which determined it to enter into the Contract.

The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

Clause 18

Applicable law and dispute resolution. This contract is governed by swiss law. Any dispute will be subject to the exclusive jurisdiction of the competent courts of Geneva.

Clause 19

Force Majeure. www.whopp.org shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including, without limitation, delays due to back-orders of requested Products, mail delays, customs delays, and lost shipments. www.whopp.org shall not be responsible for notifying the Customer in the event of such delays. Customer shall be solely responsible for alternate arrangements to acquire alternate Products and any costs incurred in connection with such purchases.

Clause 20

All notifications, observations, requests or claims made by the client and /or User within the framework of the present document are only validly made and will therefore only be taken into account if they are made by Registered Letter with a request for Notice of Receipt at the following address: Worldwide Health Opportunities Sàrl. Rue John-Grasset 3, 1205 Geneva – Switzerland CH

Clause 21

Headings. The section headings used herein are for convenience of reference only and do not form a part of these Terms and no construction or inference shall be derived therefrom.

Worldwide Health Opportunities Sàrl Switzerland www.whopp.org

Full name: ______

Date: _____

Signature: _	
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