

## Terms & Conditions – StepsDirect, LLC – July 2021

### GENERAL

Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms and Conditions"). By using the Services, you are agreeing to all of the Terms and Conditions, as may be updated by us regularly.

You should check this page regularly to take notice of any changes we may have made to the Terms and Conditions. Access to this website is permitted on a temporary basis, and **StepsDirect, LLC** reserves the right to remove or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. Periodically we may restrict access to some parts or the entire website. Your use of the website is contingent upon your acceptance of our Privacy Policy and the following Terms and Conditions. If you do not agree to the Terms and Conditions of business contained in the following pages, then you may not use the **StepsDirect, LLC** website.

If you have any inquiries, comments or concerns regarding this agreement or any other part of this site or regarding any of our featured products and services or if you have experienced technical problems while using this site, please send an email to our customer service team.

### PRIVACY POLICY

Our privacy policy, which sets out how we will use your information, can be found on our website. By using this website, you consent to the processing described therein and warrant that all data provided by you is accurate.

### COOKIES

Like many websites, we also use "cookie" technology. A cookie is a small data file that we transfer to your computer's hard disk. We do not use cookies to collect personally identifiable information. We use cookies to better understand how you interact with the site and our service, to monitor aggregate usage by our users and web traffic routing on the site, and to improve the site and our services.

### YOUR OBLIGATIONS AND CONDUCT

You must provide us with true and accurate information for example: your real name, phone number, e-mail address and other requested information as indicated. Falsifying or omitting contact information such as a name, address, and/or telephone number when registering with StepsDirect is not permitted. You are also not permitted to use fax or disconnected numbers as a telephone number. When using this website you must obey all applicable international, federal, state, and local laws.

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If at one point, you create an account within the StepsDirect website it is your responsibility to select a password that is unique and that you do not disclose this information to anyone else or keep this information in an insecure place.

You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Services; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offence under the Computer Misuse Act 1990. StepsDirect will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

We reserve the right to bar users from this Site on a permanent or temporary basis. Any such user shall be notified and must not then attempt to use this Site under any other name or through any other user. StepsDirect will report any breach of these rules that would constitute a criminal offence under the Computer Misuse Act of 1990 to the relevant law enforcement agencies and disclose your identity to them.

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You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by StepsDirect or its licensors.

### TERMS OF SALE

By placing an order on StepsDirect website you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. At any time StepsDirect has the right to cancel the order before it is dispatched, refunding any money due to the customer.

StepsDirect will endeavor to process the Order and send the Goods within the time period stated at point of purchase. Any dates quoted for delivery of the Goods are indicative only. Time for delivery will not be of the essence of the Contract and StepsDirect will not be liable for any loss or expenses sustained by the Buyer arising from any delay in the delivery of the Goods howsoever caused. We will not be held responsible for any deliveries delayed due to postal delays or force majeure.

In order to contract with StepsDirect you must be at least 18 years of age and can form a legally binding contract under applicable law If your order is accepted we will inform you by email when we dispatch

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the item. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit, debit card or PayPal account used to place your order and that there are sufficient funds to cover the order cost. We reserve the right to obtain validation of your credit card, debit card or PayPal details before accepting your Order. All prices advertised are subject to such change.

### PRICING AND PAYMENT

At StepsDirect we try to ensure that all details, descriptions and prices that appear on this website are accurate. In the unlikely event of an error in the price of any goods that you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled and any monies paid will be refunded to you.

**Taxes, Duties and Extra Charges:** Prices advertised on the Site may not include shipping and handling charges or applicable country or region-specific sales, goods or services taxes, which may be added to the price you pay. You are also responsible for any customs duties or any other similar fees associated with your Order.

Upon receiving your order we carry out a standard pre-authorisation check on your payment card to ensure that there are sufficient funds to fulfil the transaction. Goods will not be dispatched until this pre-authorisation check has been completed. Your card will be debited once the order has been accepted.

We may use your personal information to conduct appropriate anti-fraud checks.

Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

### SHIPPING

Products will generally be shipped to you within approximately 1 to 5 business days of the date the order was submitted and our team has confirmed they have all the necessary information to manufacture the product.

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### NO MEDICAL ADVISE

You acknowledge and agree that StepsDirect does not provide any form of medical care, medical opinion, medical advice, diagnosis or treatment, and that StepsDirect does not evaluate whether or not you should seek medical attention, through the StepsDirect Site. The contents of the StepsDirect Site, such as articles, graphics, images, information from our third-party contributors, Product descriptions and instructions, and other material contained on the Site are for informational purposes only. Although such Content may be provided by individuals in the medical profession, the provision of such Content does not create a doctor-patient relationship, and does not constitute a medical opinion, medical advice, or diagnosis or treatment of any particular condition. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition.

### RETURNS AND REFUNDS

If you are unsatisfied with your purchase, you may return it to us for a refund within 90 days. In order to return the product you should contact us at [theteam@stepsdirect.com](mailto:theteam@stepsdirect.com)

### DISCLAIMER OF LIABILITY

The information contained in this website is for general information purposes only. The information is provided by StepsDirect and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Information on the StepsDirect website may contain technical inaccuracies or typographical errors. StepsDirect attempts to make its descriptions as accurate as possible, but does not warrant that the content of the StepsDirect website is accurate, complete, reliable, current, or error-free.

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### **INDEMNITY**

You agree fully to indemnify, defend and hold us, and our directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

### **VARIATION**

StepsDirect shall have the right in its absolute discretion at any time and without notice to amend, remove or vary any of its services or any page of this Website.

### **INVALIDITY**

If any part of the Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms and Conditions will not be affected with all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

### **COMPLAINTS**

We will try to do everything we can to resolve any disputes when they first arise. If you do have any complaints or comments then please contact us at [theteam@stepsdirect.com](mailto:theteam@stepsdirect.com)

### **WAIVER**

If you breach these conditions and we take no action, we will be entitled to exercise our rights in any other situation where you are in breach of our terms and conditions.

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### **ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and StepsDirect. Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by the founder of StepsDirect or someone granted that authority on their behalf.

We comply with US legal and tax regulations.

### **StepsDirect, LLC**

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