

Terms and Conditions / Privacy Policy

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

Download **Terms and Conditions / Privacy Policy as PDF-file**

If you do not agree to these Terms and Conditions, please do not become a member of the Novafeel-Programme.

1 General Provisions

1.1. Novafeel GmbH (hereinafter to be referred to as Novafeel) operates exclusively on the basis of the General Terms and Conditions stated here. Any and all agreements that include an alteration, amendment or substantiation of these conditions of contract as well as specific arrangements and provisions shall be put down in writing.

1.2. This Agreement as well as the individual supplementary agreements shall be exclusively subject to the law of the Federal Republic of Germany to the exclusion of the validity of the UN Right of Purchase.

1.3. Insofar as the customer is a businessman in the sense of the German Commercial Code, a corporate body under public law or an administrator of special assets under public law or if he/she has no general place of jurisdiction in Germany, Frankfurt shall be the place of jurisdiction for any and all disputes arising within the framework of the execution of this contractual relationship.

2. Subject of the Agreement

2.1. Subject of the agreement is the provision of an online-service in the form of individualised information via e-mail on diets, weight reduction and fitness training. It is intended only to assist users in their personal weight loss efforts.

2.2. It is emphasised that the subject of the contract is not medical consultation.

3. Conclusion of the Agreement

3.1. The agreement is concluded through the registration of the client.

3.2. All services offered by Novafeel GmbH are subject to alteration without notice and are non-committal.

4. Cancellation

The Consumer Protection (Distance Selling) Regulations (§ 3 Distance Selling Act in connection with § 361 of the Federal Law Code) make provision for a 14 day cooling off period when purchasing off the Internet thereby allowing the customer to cancel the agreement and receive a refund. An exception to this is where the service commences within this period. If you visit your personal homepage or receive our first e-mails within 14 days after registering, you acknowledge

7. Duration and the Right to Give Notice

7.1. The regular duration of the Novafeel-Programme is three months and automatically ends with the 39th e-mail.

7.2. Suspension and Cancellation of Membership

Please note that the method of payment you have chosen may have a direct bearing on your options for giving notice!

You pay by direct debit

You can give notice at any time towards the end of the running subscription month.

1st subscription month: E-Mail 1 to 13

2th subscription month: E-Mail 14 to 26

3th subscription month: E-Mail 27 to 39

You pay by credit card

If paying by credit card you do not have the option to give notice towards the end of a subscription month.

We will only debit your credit card after a week so that you have time to make up your mind. If you give notice within the first week (before receiving e-mail 04) we will immediately cancel your subscription and will not debit your credit card account. Notice given at a later date cannot be considered for credit card payments.

You pay by transfer.

If you choose this payment method it is not possible to give notice prematurely. You will not be entitled to a refund for any monthly membership fee already paid. If for any reason an amount has to be refunded, we will charge an administrative fee of US\$ 25.00.

7.3. Notice of Termination

Membership can be cancelled by signing into the Members Login section of the www.Novafeel.com site. The cancel option is located under the 'Administration' section. You will receive a confirmation e-mail immediately after giving notice. Please only give notice in this way. Cancellation requests can also be accepted by contacting Customer Services members@novafeel.com and giving them your first name, last name, user ID and password and informing them of your intention to cancel. In this case you will receive our confirmation-E-Mail within the next few days.

7.4. Shortly after completing the weight loss programme all personal data will be deleted from our database.

7.5. Extraordinary termination: Novafeel is entitled to enforce extraordinary termination, in particular if the Customer fails to fulfil his obligation to make payment.

8. Operator's Liability / Health - Caution In Use

8.1. Although Novafeel aims to offer you the best

that you are exempting yourself from this cooling off period. The Cancellation must be given in writing in the form of an e-mail, fax or letter. No telephone or verbal cancellation is possible.

5. Data Utilisation, Data Transmission and Data Processing

5.1. Data utilisation and data transmission

The service rendered by the operator requires the processing of personal data. The client agrees to the collection, transmission and utilisation of personal data which are necessitated when using the services of the operator for its implementation. The client gives his/her consent that his/her personal data are electronically captured and evaluated by the operator. The operator is entitled to utilise the personal data entrusted to him in the context of the application and in accordance with the respective data protection requirements.

Electronic Communications

When you visit Novafeel.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on our site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Data protection / Privacy policy

Novafeel is aware of your concern about how information about you is used and shared. Therefore we will do so as carefully and sensibly as possible. For instance we do not use "cookies" to monitor your visits. We are not in the business of selling personal information to others and we will not transfer data to third parties states.

How Secure Is Information About Me? (Membership)

We receive and store any information you enter on our website or give us in any other way. Personal data collected during a visit to our website is processed exclusively in accordance with the legal provisions of Germany. We work to protect the security of your information during transmission of personal data by using Secure Sockets Layer (SSL) software, which encrypts information you input. Shortly after completing the weight loss programme all personal data will be deleted from our database. Upon your written request, the Novafeel GmbH will inform you which personal data have been stored about on you. Should you wish any personal data to be corrected or erased, or have any other questions or even suggestions concerning data protection, please contact us.

6. Copyright

The content (information, text, graphics, questions, feedback, ideas and other materials) of the Novafeel

service possible, Novafeel makes no promise that the services will meet your requirements. The information provided through Novafeel should not be considered a substitute for personalised advice.

8.2. Novafeel issues general information. The issued information can never replace the treatment of a doctor. The information provided is of a general nature and is intended as a guideline. The information available should not be used as a substitute for professional medical care for the prevention, diagnosis, or treatment of health problems. We do not take any liabilities in case the provided information is used as self-diagnosis or self treatment or if the information prevents medical consultation. Novafeel is not a medical organization and our staff cannot give you medical advice or diagnosis.

8.3. As far as claims against Novafeel can arise from the content of the website or the Novafeel-Program at all, the liability of Novafeel is hereby restricted to wilful misconduct or gross negligence as long as no violation of fundamental contractual obligations or given warranties applies or damages result from a fatal or any other injury or are based on the German Product Liability Act ("ProdHaftG").

8.4. Novafeel strongly recommends that you should seek medical advice before starting any weight loss or fitness programme. You should not use the Novafeel-Program if you are underweight, pregnant, breastfeeding, under 18 or have any medical condition which affects your dietary needs. The Novafeel Program is intended for use only by healthy adult individuals.

8.5. The Customer is aware that in accordance with the state of the art it is not possible to ensure completely faultless service. If a fault occurs in the service you should report it to Customer Services and we will attempt to correct the fault as soon as we reasonably can. Your access to the Novafeel site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. Novafeel will attempt to restore the service as soon as it possibly can. Novafeel accepts no liability for quality of access and possibility of accessing, and the quality of the presentation, for data-storage facility failure, interruption, or any delay, deletion and faulty transfer affecting the communication. While we make reasonable attempts to prevent unauthorised tampering with our web site, downloads or correspondence, we cannot guarantee that these efforts will always be successful. We cannot and do not warrant against human and machine errors, viruses or other harmful components, interruptions, omissions, delays or losses, including loss of data and unauthorized access, misuse or alteration to your transmitted data. E-mail delivery is not always guaranteed, and you should request acknowledgement of receipt if required. You must bear the risks associated with the use of the Internet.

9. Responsibilities and Duties of the Customer

9.1. Individuals receiving the service must be over 18

9.2. It is your responsibility to ensure that any

site as well as E-Mails sent are protected by copyright, trade marks and other intellectual property rights. We grant you a non-exclusive, non-transferable, limited right to access, use and display the content for your personal, non-commercial use. When content is downloaded to your computer, you do not obtain any ownership interest in such content. You may retrieve and display the content of the Novafeel content on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use. You may not modify, distribute, publish, transmit, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. Any copyright infringements will be vigorously pursued.

information you provide in response to any request by Novafeel is accurate and complete and to maintain and promptly update the Registered User Data to keep it accurate. If you are ever in doubt over the accuracy or completeness of any response you provide, you should bring it to our attention. You should also bring to our attention any information that you feel may be relevant to the appraisal, whether or not in response to a specific question or request.

9.3. You are entirely responsible for maintaining the confidentiality of your user account information and password. You must notify us immediately in the event of any known or suspected unauthorized use of your user account. You will be responsible for all activities that occur under your password.

10. Applicable law and Place of jurisdiction

10.1. This contract is governed by German law.

10.2. As far as it is legally permitted the place of jurisdiction for all legal disputes between both parties is Königstein/Germany. Novafeel is also entitled to take action against the customer before the court having jurisdiction at the customer's place of business or residence.

10.3. For both parties the place of performance for delivery and payment is Schwalbach/Germany.

10.4. The registered office address of Novafeel GmbH is: 65824 Schwalbach/Germany, Berliner Straße 12. Novafeel GmbH is registered in the Commercial Register: District Court Königstein/Germany (Amtsgericht Königstein); Reg-Nr.: HRB 5808.

11. Indemnification

You agree to indemnify, hold harmless and, at our option, defend Novafeel and our officers, directors and employees from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Website or our products, your violation of these Terms & Conditions, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

12. Miscellaneous Terms

In any action against us arising from the use of our Website or the Novafeel-Program, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

13. Final conditions

13.1. We reserve the right to discontinue or to make partial or complete modifications to our website, the Novafeel-Program or to the General Conditions of Use, either permanently or temporarily and without prior announcement solely at our own discretion. Novafeel will inform its customers in good time, i.e. at least one month in advance, of any change of the Terms and

Conditions. If such modifications are not contradicted within the period of a month by notification, they will be considered as accepted. Modifications to the disadvantage of the customer have the consequence that the customer may cancel the contractual relation within one month after accessing the notification of change without giving any notice.

13.2. To be legally effective, any modifications and additions to these Terms of Business, including changes to this clause itself, must be applied in writing.

13.3. You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.

13.4. A person who is not a party to these Terms and Conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

13.5. Should any part of this agreement be or become invalid, ineffective or unenforceable, this shall not affect the validity/effectiveness of the remainder of the agreement. Instead, the parties will agree to replace the invalid or unenforceable provision by a valid or enforceable provision that approaches as closely as possible the spirit and purpose of the provision replaced.

Last modified: 1st May 2006