

Terms & Conditions

The website viraleze.co/de (**website**) is owned and managed by Starpharma Pty Ltd (Australian Company Number 075 081 908), a company incorporated in Australia, (**Starpharma, we, us or our**). These terms and conditions (**terms**) govern your relationship with us in relation to your use of the website, and your purchase and use of products from the website (**products**). These terms were last updated on 27th September 2022.

Please read these terms carefully as they affect your rights and liability under law.

1. Use of the website

- a. You must access and use the website in accordance with these terms.
- b. By using the website, or checking the box to confirm your order for products from the website, you accept these terms. If you do not agree with these terms, please do not access or use the website or purchase products from the website. If you have any queries regarding these terms, please contact us.
- c. Your use of the website is also subject to the terms of our [Privacy Policy](#).
- d. Except where prohibited by applicable law, we reserve the right to change these terms at any time without notice to you, with such amendments or modifications to be effective upon posting by us on the website. Your continued use of the website after any changes to these terms indicates your acceptance of such changes. It is your responsibility to review these terms regularly for any changes.

2. Accessing the website

- a. You must be an individual who is aged 18 years or over to order products from the website.
- b. You must not access or use the website on behalf of another person, except where you are an authorised representative of an organisation.
- c. You are responsible for making all arrangements necessary (including incurring all associated costs) for you to gain access to the website, including acquiring a reliable and stable internet connection.
- d. If you place an order for products, we will collect your full name, address, phone number, email address and other information we request from you. If you do not provide us with all the information we reasonably require, we may not be able to accept your order for products.
- e. You warrant that when you access the website, you are not impersonating another person and that you are lawfully entitled to use the personal information that you have shared with, and disclosed to, us for the purpose of accessing or using the website, including registering an account or placing an order.

- f. You must not access our website (including an account) using an API, robot, spider, scraper or any other automated means for any purpose without our express written permission.

3. Provision of the website

- a. The website is made available to you free of charge.
- b. We do not guarantee that the website will be available without interruption.
- c. We will not be liable for any inability that you encounter to access or use the website.
- d. We may perform website maintenance at any time and we will endeavour to provide you advance notice. However, we may suspend, withdraw, discontinue or change all or any part of the website without notice and we will not be liable to you if, for any reason, this website is unavailable at any time or for any period of time.

4. Use of the website

- a. You must only use our website for a personal or domestic purpose.
- b. We own or hold a valid licence to all intellectual property rights (e.g. trade marks, copyright, designs, patents, trade dress, brand names, and other intellectual property rights) in the website, the website's contents, the website's domain name, any branding on the website or the products, and the products (collectively, **intellectual property**). These terms do not transfer any rights, title or interest in or to the intellectual property to you. You are not entitled to use the intellectual property for any purpose, except where permitted expressly in these terms.
- c. You may download, print or copy information in full that is made available to you on or from our website provided that you use that information for a personal and non-commercial purpose. You must not adapt, modify, re-produce or alter any information that you have downloaded, printed or copied from our website.
- d. You must not create links to this website that do not comply with applicable laws. You must not interfere with, or intercept, any links in the website.
- e. We may include links on the website to webpages owned or managed by third parties. These third party webpages are outside our control and we will not be responsible for the content on those third party webpages. When you access a link to a third party webpage, you will leave our website and we accept no responsibility or liability for any material on any website which is not under our direct control.

- f. Should any entity make a claim against us in relation to your non-compliance with these terms, we may pursue a claim against you for any losses and costs (including reasonable legal costs) howsoever arising that we may suffer.

5. Registering for an account

- a. You may only register for one account with us at any time. You warrant that you will not hold multiple accounts
- b. If you register for an account, we will collect your full name, address, phone number, email address and other information we request from you. If you do not provide us with all the information we reasonably require, we may not be able to open an account for you.
- c. We are not under any obligation to accept a request for registration, and we may at our discretion (acting reasonably) suspend or terminate your account or access to the website.
- d. If you register for an account with us, you must provide true, accurate and up-to-date information, and you must update your account information promptly if they should change.

6. Using your account

- a. We may change the functionality or features of your account at any time and without notice to you. However, we will not close your account without providing notice to you.
- b. Please do not rely on your account being the only source of your information. We recommend you keep a separate copy of any information stored in your account, because we do not back-up information stored in each account. We are under no obligation to provide you with a copy of your account information.
- c. You cannot transfer your account to another person. If we suspect that you have changed or replaced information in your account with information of another person, we may close your account.
- d. Orders saved in your account may reflect pricing which may have changed since you either placed an earlier, or saved an order.
- e. You can contact us in writing at any time to close your account. If your account is closed, all data related to your account and stored in your account will be permanently deleted.

7. Keeping your account secure

- a. You must keep your account information secure (including any username or password issued by us) and not disclose that information to any third party, except where permitted by us or under law.
- b. We may require you to update your password at any time. You cannot change your username while your account is active.
- c. It is your responsibility to ensure that you choose an appropriate password that will help to keep your account secure. You should periodically change your password.
- d. If you suspect or know that your username, password or other account details have been lost, stolen or otherwise accessed or used without authorisation, you must notify us immediately. If you fail to notify us immediately, that may constitute an act or omission that is deemed to be conduct by you of not mitigating your loss.
- e. You are not permitted to transfer your account to another entity, except where permitted by us or under law.
- f. We may suspend your account if we believe the individual accessing or using your account is engaging in fraud, criminal activity or an activity prohibited under law, or for any other reasonable purpose at our discretion.
- g. We may restrict your access to the website or close your account if we suspect that you are misusing your account. Misuse of an account may include impersonating another individual, using disrespectful or inappropriate language in your account, using your account for business or re-sale purposes, or creating duplicate accounts. We will provide notice to you before we close your account.

8. Placing an order

- a. You may purchase products from the website by placing an order for products (**order**). All orders are subject to our acceptance (see clause 9) and availability.
- b. By placing an order, you confirm that you are at least 18 years of age. If you are under 18 years of age, please consult your parent or guardian who is at least 18 years of age to purchase a product.
- c. Any product purchased from the website must only be used for personal or domestic use and the products must not be re-sold to any third party.
- d. In some cases, you may be able to purchase the products on the website from a location outside the European Union (**EU**). However, the products are not registered or approved for use in a non-EU country and your use in that non-EU country of any product that you purchase from the website is at your own risk. We

make no representations that the website content is appropriate in a location outside the EU, or that the product is available for use in a location outside the EU. You are responsible for compliance with the laws of that non-EU country in relation to the purchase, import and use of the product in the non-EU country, and for following any rules prescribed by the non-EU country.

- e. Please ensure that you provide a correct and complete shipping address. We cannot accept a request to change the shipping address once we have accepted your order in accordance with clause 9. We are unable to accept liability for a delayed delivery, non-delivery or delivery resulting in damaged product if the address you have provided is not correct or complete. In some cases, we may not be able to deliver your order to post office boxes or shared mail facilities.
- f. If your shipping address is a registered address in the EU, all prices for products available on the website include Value Added Tax (**VAT**) and exclude shipping charges (except where expressly stated otherwise).
- g. Subject to clause 8(k), the shipping charges applicable to your order of products will be calculated at checkout. Shipping charges include carriage of the product to your shipping address by our authorised shipping partner (see clause 10(b)), but exclude the charges you are responsible for that are described in clause 8(k).
- h. We use third party payment gateways (**payments provider**), such as Stripe, Inc., to process payments made for products on the website. Only payment accounts accepted by our payments provider must be used to make payment for an order. Payment accounts may be checked or verified by the payments provider. You acknowledge that the payments provider will collect your name, payment account details and any other information necessary for them to process the payment. The payments provider may conduct a pre-authorisation check on your payment account. Any debits from your payment account for the pre-authorisation check will be deducted from the value of your order.
- i. The payments provider will process your payment in accordance with their terms and conditions. You acknowledge that you have read those terms and conditions (which is available on the payments provider's website) before placing an order with us.
- j. You acknowledge that you are the owner or holder of the payment account (e.g. debit card or credit card) that you will use to process payment for an order, you are authorised to use the payment account, and that your nominated payment account has sufficient cleared funds to cover the value of the order. You

authorise the payments provider to withdraw funds or take payment from your payment account for the value of the order and any delivery charges. We will not be liable to you should our payments provider refuse to process the payment on the basis that you are not the owner or holder of the payment account, or that there were insufficient cleared funds in your payment account to process the payment.

- k. Subject to clause 8(l), orders shipped to countries outside the EU are shipped on a Delivered At Place, customer's shipping address (Incoterms, 2020) basis. You will be considered the importer of the product. If your shipping address is in a location outside the EU, you will be responsible for paying all import duties, clearance charges, excise payments, customs or permits charges, taxes, fees and other charges in relation to the importation of the product into your chosen location.
- l. In some cases, we may be required to charge you a consumption tax by a government or regulatory authority based in the country where you consume or use the products. This consumption tax will be calculated during checkout.
- m. In addition to your obligations in clause 8(k), you will need to comply with all processes (including obtaining (if any) permits or clearances, or complying with any inspection, screening, examination or checks conducted) that are required of the non-EU importing country. We recommend you understand the process and costs by contacting your local customs or importation authority (especially before placing an order).

9. Accepting your order

- a. By placing an order for a product on the website and making payment, you are making an offer to buy the products from us.
- b. Once you have placed an order, your order will only be accepted by us (and we will have entered into a legally binding contact with you) if you receive a communication from us containing an order number, tax invoice, details of your order despatch and tracking information. Provided there are no reasons to not accept an order (see clause 9(c)) and provided you comply with these terms, we will accept your order and fulfil it in accordance with these terms.
- c. We may not accept an order if, for example:
 - i. the order has been placed using fraudulent means;
 - ii. you have placed the order with a false, misleading or unidentifiable name;

- iii. you have placed the order for business or re-sale purposes;
 - iv. you have not provided all required information;
 - v. your billing address and/or shipping address cannot be verified;
 - vi. your payment details cannot be verified;
 - vii. the product is no longer available for sale;
 - viii. the number of products you have purchased exceeds our thresholds (we reserve the right to restrict the number of products available for sale to any individual customer on a case-by-case basis);
 - ix. you have interfered with the website or our systems;
 - x. you have used a promotional code without authorisation, or you have reused a promotional code claimed by another person;
 - xi. the discount applied to your order in connection with a promotional code you have used was incorrectly calculated;
 - xii. the price displayed at the point of sale was incorrect;
 - xiii. we are unable to fulfil or deliver the order you have placed;
 - xiv. there are circumstances beyond our control which prevent or inhibit us from processing your order or exporting the products to your importing country; or
 - xv. we have a valid reason and we communicate that reason to you.
- d. If we do not accept an order, and we have not dispatched or shipped your order, we will let you know and we will refund to you the amount we have received from you (if any).
 - e. Each time you place an order with us, you will enter into a single and non-recurring contract with us. Your obligations under that contract (in accordance with these terms and applicable laws) will end once you have made payment to us and you have received your order in full.

10. Delivery of your order

- a. Once your order has been dispatched, you will receive a communication confirming that your order has been dispatched (which will include shipping tracking information).
- b. We engage third party shipping providers (**authorised shipping partner**) to ship the products to your shipping address.
- c. It is your responsibility to ensure that you can collect your order from our authorised shipping partner (including complying with any obligations on you to

sign to collect your order, or to have a safe and secure space available at your shipping address to store the order).

- d. If you are not available to collect your order, our authorised shipping partner will contact you to discuss the process. You will need to cooperate with our authorised shipping partner to re-arrange delivery or for you to arrange collection of your delivery from a location prescribed by our authorised shipping partner (which might be at your cost if our authorised shipping partner has made multiple unsuccessful contacts or delivery attempts, in accordance with their terms and conditions).
- e. We make every effort to ensure that your products are delivered within the estimated delivery timeframe (if any). Please allow additional time if international delivery is subject to customs processing. We have no responsibility to you for any loss or damage arising because of late delivery or non-delivery of products, other than providing a refund for the value of your order (where we have received payment from you). If you have not received the products in your order within 30 days of your order being accepted by us in accordance with clause 9 (because of an error or fault by us or our service provider), please contact us so that we can look into the delay for you and to discuss your options.
- f. Once you have received delivery of the product in your order, you should check that the contents of the parcel or package contain the products you have ordered. If you believe that you have received the wrong product, please contact us immediately.
- g. If any government, regulatory or industry body prohibits the importation of a product into a country (that is situated outside the EU), we may not provide you with a refund. Please contact us to discuss your options.
- h. Title to the products in your order, and risk of the products in your order, passes to you on delivery (i.e. when you acquire your order).

11. Returning a faulty or erroneous product

- a. We will do our best to help you return a faulty or erroneous product quickly and efficiently, in accordance with applicable laws. This right does not apply to products that have become faulty due to inappropriate use or fair wear and tear.
- b. You can return your product to us in accordance with our [Returns Policy](#) at our cost. You are responsible for placing the product into a safe and secure envelope, parcel or package to ensure that the product is not damaged or lost during transit back to us.

- c. We may verify your order and contact details with you to process the return of the faulty or erroneous product.
- d. Until we receive the faulty or erroneous product, the product is your responsibility and at your risk.
- e. All returns are evaluated before being processed. We may discuss with you the cause of the fault if we suspect that the fault is not the result of our, or our contractor's or agent's, conduct.
- f. If the product you received is assessed by us to be faulty or erroneous, we can provide you with a refund or replacement with the correct product.
- g. If you are entitled to a refund, the refund will be paid to the same means of payment that you used to place the relevant order.

12. Returning an unwanted product

- a. You may return a product to us without providing a reason in accordance with this clause 12. We will do our best to help you return unwanted products quickly and efficiently, in accordance with applicable laws.
- b. You must return your unwanted products in saleable condition and in accordance with our [Returns Policy](#) but at your cost. The product will be in a condition ready for sale if the product has not been used, opened, damaged or defaced and the product's seal and packaging is intact (**saleable condition**). To avoid doubt, if the seal on the product has been partially or fully removed, a refund in accordance with this clause 12 may not be provided to you.
- c. We will not collect the products from you. You are responsible for placing the product into a safe and secure envelope, parcel or package to ensure that the product is not damaged or lost during transit back to us.
- d. We may verify your order or contact details with you to process the return of the unwanted product.
- e. If you are a customer in the EU, you must notify us in writing of your intention to return your order within 14 days of you receiving possession of the product, and we must receive the product you wish to return within 14 days after you have notified us.
- f. If you are a customer in a non-EU country, you must notify us in writing. If we accept your request to return your unwanted product, we must receive the product back from you within 14 days of our acceptance.
- g. Until we receive the unwanted products, the product is your responsibility and at your risk.

- h. All returns are evaluated before being processed. We reserve the right to refuse a refund for an unwanted product if the product is not returned to us in a saleable condition or we suspect fraudulent or other illegal activity. Any diminished value of the product (e.g. damage to the product) may reduce the amount of the refund payable to you.
- i. If we have accepted your request to return an unwanted product, we will issue you a refund in accordance with either clause 12(j) or 12(k). Please note that we will not refund to you the cost you incur to ship the product back to us.
- j. If you are a customer in the EU, your refund will include the cost of only a basic delivery charge (if you had paid for a special expedited delivery service, you will not receive the difference in the refund amount).
- k. If you are a customer in a non-EU country, your refund will be the value of the order less the cost of delivery (inclusive of any consumption tax we charge to you) that you have paid to us.
- l. If you are entitled to a refund, the refund will be paid to the same means of payment that you used to place the relevant order.

13. Our liability to you

- a. To the extent permitted by applicable laws, we (including our employees, officers, directors and agents) will not be liable to you for any claim howsoever arising that our act or omission causes consequential, special, indirect, exemplary, incidental or punitive loss or damages (including (without limitation) loss or damages relating to loss of profits, loss of data, loss of goodwill, service interruption, computer damage or system failure, or the cost of substitute products or services) that arises out of or in connection with these terms, use of the website or use of a product, whether that claim is based on contract, statutory warranty, product liability, tort or other legal theory and even if we have been informed of the possibility of such loss or damage.
- b. To the extent permitted by applicable laws, and subject to any other clause in these terms, our liability to you arising directly from your use of the website or a product in the aggregate is limited to 100 euros. This limitation does not apply to our liability for death or personal injury arising from our negligence, fraud, wilful misconduct or any liability that we cannot exclude under law that was caused by our provision of the website or supply of a product.

- c. You are required to mitigate any loss you incur in connection with these terms, use of the website or account, or use of a product, to the extent reasonably possible.

14. Disclaimer

- a. Use of the website is at your own risk. The website is provided on an 'as is' and 'as available' basis.
- b. We do not warrant or represent that the material on the website is up-to-date, complete or accurate or that the website will be free from defects or viruses. We recommend that you conduct your own checks before purchasing products on the website, and that you access and use the website using secure means.
- c. To the extent permitted by law, we disclaim all warranties, representations and conditions of any kind in relation to the website (including the website's content) and the products available on the website whether express, implied or statutory, including merchantability, quality, accuracy, reliability, completeness, currency or timeliness.
- d. Nothing contained on the website is intended to:
 - i. constitute health, pharmaceutical or medical advice;
 - ii. be construed as a substitute for specific advice, diagnosis or treatment from an appropriate, qualified and experienced healthcare or medical professional in relation to your personal condition or circumstances;
 - iii. be solely relied upon by you for the purpose of placing an order for products; or
 - iv. be a justification for not asking questions to, or engaging the services of, a health, pharmaceutical or medical professional if you are concerned about your health or wellbeing.
- e. Not all products are suitable for you. You should carefully read, and use any product ordered from the website in accordance with, its instructions for use. Always follow your local health and medical advice. You should consult a registered health, pharmaceutical or medical professional if you have any questions or concerns before using our products. You must not abuse or misuse any products we sell to you, or make claims or representations to others about our products, except where permitted by law.
- f. We try to ensure that all information available on the website, including any translations of the website content or information about the products, is accurate. However, based on the technology or equipment that you use to browse our

products online through an electronic device or in print, the colour or information associated with the product may differ to what you receive. If you translate any pages on the website into a language of your choice, you are responsible for the translation including any description, or interpretation you make, of the products.

- g. Given the presence of counterfeit products in the market, please contact us if you wish to check the authenticity of the product you have received. All products sold by us have a security seal on the packaging.

15. Protecting your privacy

- a. Your privacy is important to us.
- b. Any personal information that you provide to us in connection with the website (including placing an order, communicating with us about your order, or establishing, maintaining or closing your account), will be handled in accordance with our [Privacy Policy](#).
- c. Our website uses third party plug-ins to improve the user experience and to help us improve the website and our operations. Third parties who manage the integrated plug-ins in our website will collect anonymised personal information to support and improve the third party's plug-in for the purpose of maintaining and improving the website's performance and operation.
- d. If you do not place an order for products in your cart, but you have inserted your personal information in the checkout page on our website, we will collect your personal information (to the extent you have inputted the information in the checkout page) for the purpose of conducting internal analytical activities.

16. Governing law

- a. If you are a customer situated in Germany, these terms are governed by and will be construed in accordance with the laws of Germany. You submit to the non-exclusive jurisdiction of the courts in Germany.
- b. If you are a customer situated in a country other than Germany, these terms are governed by and will be construed in accordance with the laws of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the courts in Victoria, Australia.

17. General

- a. If any part of the terms may be deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of any remaining provisions of these terms.

- b. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.
- c. These terms form the entire basis of any agreement reached between you and us about your use of the website, and your purchase and use of products.
- d. This English version of these terms is the original, will be controlling in all respects and will prevail in the event of any conflict of interpretation with a translated version of these terms.
- e. We will not retain a copy of the concluded contract with you.
- f. We may hold a promotion in relation to our products. The terms and conditions of the promotion will be included in a commercial communication to you about the promotion. For a list of the current promotion, please visit our [Promotions page](#).

18. Contact us

- a. If you have any general queries about the website, or the products we make available to you on the website, please contact us.
- b. To assist us with a timely response to your communication, please communicate with us in English.
- c. If you contact us by telephone, charges (including international call charges) may apply to your call to us from your telecommunications provider.
- d. If you contact us, we will respond to you in English.
- e. If you are a customer in the EU, through the European Commission's website you can find more information about [Online Dispute Resolution](#).

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