

Terms of Service

The following terms and conditions (the "Agreement") govern all use of the Startup Vitamins website (the "Site") and the services available on or at the Site (taken together with the Site, the "Service"). The Service is owned and operated by Printful Inc. ("Startup Vitamins"). The Service is offered subject to your (the "User") acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by Startupvitamins.com – including, without limitation, Shipping, Return Policy, Privacy Policy and others. If you do not agree to this Agreement, do not use the Site.

1. ACCESS

Subject to the terms and conditions of this Agreement, the Service is provided solely for User's own personal use, and not for the use or benefit of any third party. Startupvitamins.com may change, suspend or discontinue the Services at any time, including the availability of any feature, or content. Startupvitamins.com may also impose limits on certain features and services or restrict User's access to parts or all of the Services without notice or liability. User certifies to Startupvitamins.com that if User is an individual (i.e., not a corporation) User is at least 18 years of age. User also certifies that it is legally permitted to use the Service, and takes full responsibility for the selection and use of the Service. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

2. MODIFICATIONS

Startupvitamins.com reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Site, or by sending User a notice via e-mail or postal mail. User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by User following such notification constitutes User's acceptance of the terms and conditions of this User Agreement as modified.

3. PAYMENTS AND FEES

Startupvitamins.com currently accepts PayPal and following credit cards at this time: American Express, VISA, MasterCard, and Discover.

When you purchase a Product, or use a Service that has a fee, you will be charged then current fees, which we may change from time to time. Changes to our fees are effective after we provide you with at least fourteen (14) days' notice by posting the changes on the Site, e-mail notification, or by other means. We may choose to temporarily change the fees for our services for promotional events or new Services, and such changes are effective when we post the temporary promotional event or new Service on the Site. The sale will be submitted for processing as soon as you click on the "confirm" button. You will then receive an e-mail from us. By placing an order through the Site, you are confirming that you are legally entitled to use the

means of payment tendered and, in the case of card payments, that you are either the cardholder or have the cardholder's express permission to utilise the card to effect payment. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless otherwise stated, all fees and payments are quoted in U.S. Dollars. User is responsible for paying all fees, payments and applicable taxes associated with our Site and Services. After receiving your order you will receive an e-mail from us confirming the details, description and price for the Products ordered together with some information on your rights to return your goods. Payment of the total price plus delivery must be made in full before dispatch of your Products.

4. LOCAL TAXES

User is responsible for all sales taxes (as applicable).

5. SHIPPING AND RETURN

Purchases are subject to Startupvitamins.com Shipping and Return Policy.

6. DESCRIPTION OF PRODUCTS

Whilst many component parts of our Products are standard, all Products available for purchase are described on their specific design page on our Site. We always try to represent each design as accurately as possible via photography and copy points provided by designers, artists or photographers.

We have a policy of continuous Product development so we can provide you with what we consider the best design combined with best performance, and thus reserve the right to amend the specifications of Products, their price, packaging and any Service associated at any time, without prior notice. Before ordering, we thus invite you to have a close look at the Product description and design. We use our best efforts to provide you with the best images and description, but unfortunately cannot guarantee that colors and details in website images are 100% accurate representations of the product, and sizes might in some cases be approximate.

7. PURCHASE OF PRODUCTS

Your order represents an offer to us to purchase a Product which is accepted by us once we have sent you an email order confirmation. Any Products on the same order which we have not confirmed in an order confirmation e-mail do not form part of that contract.

Startupvitamins.com shall under no circumstances be held liable for any special losses due to specific circumstances of the customer, indirect or consequential losses or wasted expenditure. Orders are placed and received exclusively via the Site. Before ordering from us, it is User's responsibility to check and determine full ability to receive the Products. Correct address and post code/zip code, up-to-date telephone number and e-mail address are absolutely necessary

to ensure successful delivery of your Products. All information asked on the checkout page must be filled in precisely and accurately. Startupvitamins.com will not be responsible for missed delivery because of a wrong delivery address or an inappropriate phone number. Should you like to ask for a change in the delivery address, notify change in a phone number or any other special requirements, please contact Startupvitamins.com via e-mail.

8. DELIVERY

We deliver to most places in the world. Delivery prices may vary depending on delivery location, and additional charges may be added to the order for remote or difficult to access locations that require special attention. Standard delivery charges are shown on our checkout page; however we reserve the right to advise you of any additional delivery charges that apply to your specific delivery address. Delivery lead time may vary however we aim to supply products within the U.S. within 10 working days of acceptance of order. Products supplied outside the U.S. will normally be delivered within 20 working days of acceptance of order. We can not guarantee delivery dates and accept no responsibility, apart from advising you of any known delay, for products that are delivered after the estimated delivery date. This is only an average estimation, and some delivery can take longer, or alternatively be delivered much faster. All delivery estimates given at the time of placing and confirming order are subject to change. In any case, we will do our best to contact you and advise you of all changes. We try our best to make delivery of your product as simple for you as possible. Depending on the location for the delivery, different carriers and services might be used to deliver your order, but all will be well vetted and of proven reliability.

9. RELEASE

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You agree that Startupvitamins.com has no control over and does not guarantee the delivery of the advertised collaborations and that Startupvitamins.com shall be released from any and all damages resulting from the failure to receive any benefits of an anticipated collaboration.

10. TRADE MARKS

If you use any of our trade marks in reference to our Products or Services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks in or as the whole or part of your own trade marks; in connection with activities, Products or Services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, products or services (including this Site).

11. INDEMNITY

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees,

made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

12. LAW AND JURISDICTION

If a dispute arises between you and Startupvitamins.com, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Contracts for the purchase of Products through our Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) must be resolved by a court located in the State of California. Any dispute or claim arising out of or in connection with Agreement or its formation (including non-contractual disputes or claims) will be subject to the nonexclusive jurisdiction of the courts of the State of California.

13. GENERAL

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by posting the amended terms on this Site. Except as stated elsewhere, all amended terms shall automatically be effective thirty (30) days after they are initially posted.

This Agreement may not be otherwise amended except in a writing signed by you and Startupvitamins.com. This Agreement sets forth the entire understanding and agreement between you and Startupvitamins.com with respect to the subject matter hereof.

Privacy Policy

Welcome to the Startup Vitamins' Privacy Policy!

Startup Vitamins respects the privacy of its users and is fully committed to protect their personal data and use it in accordance with legal obligations. This Privacy Policy describes how we may collect and use personal data and the rights granted to our visitors and customers.

By accessing or using this website or any of our Services (owned and operated by Printful Inc.), you signify your approval of the terms set out in this Privacy Policy, Cookie Policy, Terms of Service, and other terms and policies posted on our website. If you do not agree to this Privacy Policy, you must leave this website and discontinue all use of any of our Services.

1. INFORMATION WE COLLECT AND PURPOSES FOR DATA PROCESSING

We collect your data when you place an order, complete the purchase registration form and track your order. We will ask you to provide your name, company name, shipping and billing address, phone number, email address, and payment details, and other information that you share with us during checkout. In addition, we may also ask you for your country of residence and/or your organization's country of operation, so we can comply with applicable laws and regulations. This data is used for billing purposes, to fulfill your orders, to communicate with you about your order and for internal analytical or statistical purposes. If we encounter a problem when processing your order, your personal information may be used to contact you.

Upon starting to use our Services or when you subscribe to our newsletter, we may process your email address to send you informative materials. You may opt out of receiving these e-mails by clicking the "Unsubscribe here" link found in the footer of each email. Alternatively, you may cancel your subscription at any time by sending an email to support@startupvitamins.com.

Upon visiting our website or requesting customer support, we may collect your IP address, information about your device or browser, and other information that is collected from cookies and similar technology that we use. Learn more about how we use cookies on our website. We process this information to provide you with a better customer experience and improve our services.

2. LEGAL GROUNDS FOR DATA PROCESSING

We only collect and process your personal data where we have lawful basis. Legal grounds for the processing of your personal data vary depending on the specific group of data and the purposes for processing it. Note that we may be processing the same personal data for several purposes simultaneously and, respectively, on more than one legal ground.

Contract. Most of the time the legal basis for processing your personal data is the contractual relationship between us, which is concluded once you agree to our Terms of Service.

Legal obligation. In some cases we process personal data on basis of legal obligations, imposed on us by applicable law, such as financial and tax reporting obligations, or if we have to respond to legal process.

Legitimate interests. Processing of some of your personal data is necessary for pursuing our legitimate interests or the legitimate interests of third parties, always ensuring that such processing shall not outweigh your rights and freedoms. For example, we may process your data for marketing purposes based on our legitimate interest of developing and improving our business. Other legitimate interests include maintaining Service to meet the needs of our users and clients, advertising to make our Service freely available for users, detecting and preventing

fraud, abuse, security and technical issues with the Service, fulfilling obligations to our partners, enforcing legal claims, etc.

Consent. When you subscribe to our blog or newsletter, we will send you information, for example, our news, promotions or offers, based on your consent. Note that you have the right to withdraw your consent at any time and unsubscribe by using the unsubscribe link provided in the e-mail or by contacting us.

3. SHARING PERSONAL DATA WITH THIRD PARTIES

In order to provide you with our services, we work with third parties with whom we may share personal data to support these services. Your personal data may be shared with third parties who provide hosting and server co-location services, communications and content delivery networks, data and cyber security services, billing and payment processing services, fraud detection and prevention services, web analytics, email distribution and monitoring services, session recording services, marketing services, our legal and financial advisors, among others (together – “Third Party Service Providers”). The Third Party Service Providers may only receive the minimum amount of personal data necessary, depending on their particular roles and purposes in facilitating and enhancing our Services and business, and may only use it for such purposes. We will only share personal data to Third Party Service Providers that have undertaken to comply with obligations set out in applicable data protection laws.

We remain responsible for the processing of personal data carried out by Third Party Service Providers that we have engaged with for respective data processing in accordance with applicable laws.

In certain circumstances, we may also be required to share information with third parties to conform to legal requirements or to respond to lawful requests by public authorities as well as to protect our, or a third party's, lawful interests.

3. RETENTION PERIODS

We may retain your personal data for as long as needed to provide you our Services and as long as any of the above-mentioned legal basis for data processing exist.

4. DATA SUBJECT'S RIGHTS

If you are located in the European Economic Area, in accordance with European Union data protection regulations, you have certain rights with respect to your personal data.

You have the right to request access to your personal data and to correct, amend or delete your personal data by reaching us using the contact information provided below. Furthermore, if you believe that we have unlawfully processed your personal data, you have the right to submit a complaint to the contact information provided below, or to your respective data protection supervisory authority.

5. Information security

We seek to use reasonable organizational, technical, and administrative measures to protect the confidentiality, integrity, and availability of personal data. Unfortunately, no data transmission or storage system is guaranteed to be 100% secure, therefore we cannot guarantee absolute security of information. We encourage you to take care of the personal data in your possession that you process online.

All of Startup Vitamins authorized personnel involved in the processing of your personal data have committed themselves to confidentiality obligations and shall not access or otherwise process your personal data without your authorization if it's not for the purpose of providing you our Services.

In the event that we experience a personal data breach, we will notify you in accordance with the obligations set out in applicable laws.

6. International data transfers

All the information you provide may be transferred or accessed by Printful Inc., its affiliated companies and subsidiaries around the world for the provision of our Services as described in this Privacy Policy. When we transfer your information globally we will take necessary measures to ensure adequate protection of your information.

7. PRIVACY POLICY CHANGES

We may occasionally amend this Privacy Policy, for example in cases when we introduce new services or new features. The amendments to this Privacy Policy enter into force and are applied from the moment they have been uploaded to this page.

Therefore, we encourage you to check this page from time to time. By continuing to use our Services or otherwise providing personal data to us, after the amendments to this policy have been implemented, you agree to the updated terms of Privacy Policy.

8. CONTACT INFORMATION

If you have any questions about your personal data or this Privacy Policy, or if you would like to file a complaint about how we process your personal data, please contact us by email at support@startupvitamins.com.

Cookie policy

By using the Startup Vitamins website, you agree that cookies, web beacons, or similar storage technology may be placed on your computer or any other device from which you access our webpage. This Cookie Policy describes what types of cookies we use on our website and for what purposes.

1. WHAT ARE COOKIES?

Cookies are small text files created by the website, downloaded to and stored on any internet enabled device – such as your computer, smartphone or tablet – when you visit our homepage.

The browser you're on uses the cookies to forward information back to the website at each subsequent visit for the website to recognize the user and remember the user's choices (for example language preferences and other settings). This can make your next visit easier and the site more useful to you.

2. WHAT TYPES OF COOKIES DO WE USE AND FOR WHAT PURPOSES DO WE USE THEM?

We use different types of cookies to run our website. The cookies indicated below may be stored in your browser.

Mandatory cookies. These cookies are important because they are necessary for the operation of the website. Without these cookies, it is impossible to ensure a connection to the user profile and to use the website in full. These cookies identify the user's device, but do not reveal the identity of the user and do not collect the user's information. These cookies are stored on the user's device until the browser closes.

Functional cookies. These cookies provide convenient and complete use of our website, and they help users efficiently use the website and make it personalized. Functional cookies save the user's preferences and ensure individual functions, such as keeping track of a user's shopping cart. These cookies are stored permanently on the user's device.

Analytical cookies. These cookies collect information about how users interact with our website, for example, to determine which sections are most frequently visited and which services are most often used. The collected information is used for analytical purposes to understand what interests our users and how to make the webpage more user-friendly. For analytical purposes, we may use third-party cookies. These cookies are stored permanently on the user's device.

Targeting cookies. These cookies are used on our website to tailor marketing to your interests and to provide you with more personalized services in the future. These cookies remember that you visited our website and may be used to show you personalized advertisements on social media and other sites. For targeting purposes, we may use third-party cookies. These cookies are stored permanently on the user's device.

Third-party cookies. Our website uses third-party services, such as analytics services, so we know what is popular on our website and what is not, thus making the website more usable. We are not responsible for third-party cookies. You can learn more about these cookies and their privacy policies by visiting the website of the respective third party. All information processed from third-party cookies are processed by the respective service provider. At any point in time, you have the right to opt-out from data processing by third-party cookies. For more information, please see the next section of this Cookie Policy.

For example, we may use Google Analytics cookies to help measure how users interact with our website content. These cookies collect information about the user's interaction with the website, such as unique visits, returning visits, length of the session, actions carried in the webpage, and others.

3. HOW TO CONTROL COOKIES?

When visiting our website, you are presented with an informative statement that the website uses cookies. If you want to revoke your consent to save cookies on your device, you can delete all cookies stored in your browser and set up your browser to block cookies being saved. By clicking on the “help” button in your browser, you can find instructions on how to prevent the browser from storing cookies, see what cookies are already stored and delete them if you want to. You must change the settings for each browser that you use.

However, please note that without saving certain cookies, it is possible that you will not be able to fully use all the features and services on the Startup Vitamins website.

You can opt out from having your website activity available to Google Analytics by installing the Google Analytics opt-out browser add-on, which prevents sharing information about your website visit with Google Analytics. Link to the add-on and for more information: <https://support.google.com/analytics/answer/181881>.

Furthermore, if you want to opt out from interest-based, behavioral advertising, you can do so by using one of the following tools based on the region you are in. Please note that this is a third-party tool that will save its own cookies on your devices and Startup Vitamins is not responsible for their Privacy Policy.

For more information and opt-out options, please visit: US – Digital Advertising Alliance Canada – Digital Advertising Alliance EU – European Interactive Digital Advertising Alliance

4. COOKIE POLICY CHANGES

We reserve the right to make changes to this Cookie Policy. Amendments and/or additions to this Cookie Policy will come into force when published on our website.

By continuing to use our website and/or our services after changes have been made to this Cookie Policy, you are indicating your consent to the new wording in the Cookie Policy. It is your responsibility to regularly check the content of this policy to learn about any changes.

5. CONTACT INFORMATION

If you have any questions about your personal data or this Cookie Policy, or if you would like to file a complaint about how we process your personal data, please contact us by email at support@startupvitamins.com.