



Farmasi Subscription Program Terms and Conditions

IDENTIFICATION OF SELLER

Farmasi US LLC 2500 NW 107th Ave Suite 300, Doral, Miami, FL 33172.

INTRODUCTION

Welcome to the Farmasi Subscription Program.

DEFINITIONS

- **"Terms"**: These Terms of Use governing the Farmasi Subscription Program.
- **"Company"**: Farmasi US LLC, also referred to as "Farmasi", "We", "Our", or "Ours".
- **"Account"**: Your Farmasi account.
- **"Customer"**: An individual who has registered a customer account with Farmasi.
- **"Consultant"**: An account holder who has accepted the [Farmasi Entrepreneur Application and Agreement](#).
- **"Member"**: An individual who holds an account, either as a customer or consultant, with at least one active subscription order and is a current Subscription Program Member.
- **"Preferred Customer" or "PC"**: A customer account with at least one active subscription order.
- **"Sponsor"**: A consultant who has a team comprising at least one other consultant and/or customer/preferred customer in their frontline.
- **"Website"**: <https://www.farmasius.com>

ACCEPTANCE OF TERMS

By using this site, enrolling in our subscription program, or purchasing items through our program, you agree to these Terms, the [Farmasi Terms of Use](#), and our [Privacy Policy](#). Ensure you understand your rights and obligations. Do not subscribe if you disagree with these terms. You must be at least 18 years or older to purchase from this site or join the subscription program.

PROGRAM OVERVIEW

The Farmasi subscription program offers periodic shipments of Farmasi products. Subscribers can choose the frequency and warehouse order processing dates of their subscription orders from a predefined list.

SUBSCRIPTION PROGRAM RULES AND CONDITIONS

1. Both customers and consultants can be subscription members, but their benefits differ.
2. Customers with at least one active subscription order become Preferred Customers and enjoy specific benefits defined by Farmasi. A customer account becomes and/or stays as a Preferred Customer account only when it has at least one active subscription order.



3. PCs enjoy a 25% discount on select products. PC discounts apply immediately upon starting the subscription.
4. Free shipping thresholds for PCs differ from standard customers. Currently, the free shipping threshold for PCs is set at 40 USD. Farmasi may adjust the free shipping threshold for the subscription program.
5. Consultants retain their rights as outlined in the [Farmasi Entrepreneur Application & Agreement](#). Consultants already receive a 50% discount on retail prices, they will continue to get the same discount regardless of their enrollment status in the subscription program.
6. Farmasi reserves the right to change the benefits offered to members and to modify products in the subscription program, including their prices, discount rates, and contents.
7. Cancelling the last subscription order leads to the loss of member benefits.
8. Subscription program members may place one-time orders at any time. These one-time orders are treated the same as standard orders and will be processed immediately. Membership benefits (such as a 25% discount on selected items for Preferred Customers and a reduced shipping threshold) will also apply to these one-time purchases.
9. Subscribers can choose monthly or bimonthly delivery frequencies and order processing dates between the 5th and 25th of the month. Orders scheduled for non-business days will be processed the next business day. Processing and shipping durations can vary. Farmasi can change the frequency and processing dates for subscription orders. Farmasi is not responsible for delivery times once handed off to the delivery companies.
10. Order processing date is different from the shipment date and/or shipment arrival date. This date does not represent the date by which your package will be delivered.
11. The initial order for a subscription order is processed immediately. However, subsequent subscription orders are processed based on the frequency and the order processing date chosen by the member during the subscription order set up.
12. Subscriptions renew automatically. If you want to stop the next subscription shipment, you must cancel your subscription order from the Subscriptions Menu in your back office by 11:59 p.m. ET, the day before the next processing date. Other changes to subscriptions must also be made by this time. Cancellations post-payment affect only the next order.
13. By enrolling, you authorize Farmasi to charge the payment method on file for subscription order shipments plus applicable taxes.
14. Farmasi reserves the right to change prices for products within the subscription program. Any upcoming price changes will be communicated to users via email at least 7 days prior. If you disagree with the price change, you can cancel your subscription.
15. Refunds for returns are based on the prorated discount price of the returned item.



16. If a product is out of stock, a refund equal to the subscription price of that product will be credited to your Farmasi Wallet. No shipment will occur for that specific product. If there are additional items in the subscription order, only those in stock will be shipped. If every item on the subscription order is out of stock, no shipment will be made for that month and a full refund will be made to your Farmasi Wallet.
17. Preferred Customers may have multiple subscriptions linked to different Sponsors. If a Sponsor becomes inactive, roll-up rules, as detailed in the [Policies and Procedures](#), apply.
18. PV earned from a PC remains the same as PV from retail prices. Retail commissions earned by a sponsor from a PC's purchases are reduced proportionately to the subscription discount.

SUBSCRIPTION MANAGEMENT

To manage your subscriptions, please go to the Backoffice (My Account) section. Once there, select "Farmasi Subscription Program" where you can adjust your subscription preferences.

1. **Cancellation:** You may cancel your subscriptions up until 11:59 p.m. ET the day before the scheduled processing date. If you have multiple subscriptions, remember to cancel each one individually. If you need help with subscription management, please contact our Customer Care team.
2. **Address Update:** If you wish to change your address, you can do so under the "Information" menu. Go to 'Personal Information' tab, "My Contact Info", click on "Update Address". Enter your new address information on the popup window and click Save. Then, click on "Update" button at the end of the page.

GUIDELINES TO MODIFY YOUR ORDER

Before each shipment, you will receive an email notification. If you do not make any changes, the order will be processed as previously set. Any changes to your shipping information or subscription cancellations need to be completed by 11:59 p.m. ET the day before the next processing date. Otherwise, the default settings will be used, and the product will be shipped.

If a product in your subscription is no longer available, we will notify you at the email address you provided during registration. Please note that Farmasi cannot guarantee continuous product availability for subscription orders.

Limitations on Changes:

Please note that this represents only the first phase and the beta version of the Subscription Program. We will soon launch the program in its full capacity. However, during this beta version period, you will not be able to perform the following actions, but, instead, will need to cancel your order and recreate the order based upon your desired content:

1. Certain items within a subscription bundle cannot be removed.
2. Once a subscription is initiated, the registered credit card cannot be changed.



3. You cannot modify the shipping method.
4. No expedited processing or alternative shipping services will be provided.
5. Farmasi Cash credits cannot be applied to subscription orders.
6. Applicable sales taxes will be added based on your jurisdiction.

PAYMENT METHODS AND REQUIREMENTS

We accept most major credit and debit cards for subscription orders. The payment method you have on file will be used for future purchases. Please ensure you keep a valid payment method updated in your account. During our beta phase, once a subscription order has been set up, your card details cannot be changed. If there's any issue with processing your payment (e.g., card expiration or declined transaction), we will notify you via email. We are not responsible for any charges your bank may impose. If a chargeback happens, we reserve the right to suspend or cancel your subscription until the payment issue is resolved.

RETURNS AND REPLACEMENTS

Our standard [Return Policy](#) applies to subscription orders. If you return an item from a bundle, the refund will be based on the retail price minus a 25% discount. Only the adjusted price of the returned item will be refunded.

SITE OR SERVICE MODIFICATIONS

We reserve the right to modify or terminate the subscription program, giving you reasonable notice. Neither you nor any third party shall hold us liable for any adjustments or discontinuation of the program. If the program is discontinued, you can continue purchasing Farmasi products outside of the subscription program. If there are modifications to the program that you disagree with, your only remedy is to cancel your subscription. Your continued use of the program after being notified of changes indicates your acceptance of those changes. We, in our sole discretion, may terminate your access to the services for just cause, and by agreeing to these terms, you acknowledge that we will not be liable to you or any other party for such termination.

PRIVACY AND DATA PROTECTION

Your personal data is of utmost importance to Farmasi. The information you provide helps with order processing and activating subscriptions. Without this information, our service might be interrupted. We may also obtain your personal information (including the information you provide in this subscription form) and disclose your personal information to Farmasi-related parties (which may be located in other countries) in order to provide you with information, products, or services you have requested or to respond to any questions you have about your order. Your personal information may also be disclosed to service providers engaged to provide services on our behalf, such as payment processors and couriers, some of which may be overseas, to assist in the processing and/or delivery of your order. From time to time, we may use your personal information for the purposes of marketing our products and services (for example, to send you newsletters and promotional offers). If you would like to seek access to or correct your personal information, or make a privacy complaint, please refer to our [Privacy Policy](#).



INDEMNIFICATION CLAUSE

You agree to indemnify and hold Farmasi US LLC, its parent companies, subsidiaries, affiliates, and their respective officers, directors, employees, and agents, harmless from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (i) your use of the products or services; (ii) any breach of these terms and conditions or our General Terms of Use; and (iii) any infringement of the rights of any third party.

LIABILITY LIMITATION

Notwithstanding any provisions in the Farmasi Terms of Use Agreement pertaining to liability limitations, and within the boundaries of applicable law, Farmasi's total liability shall not exceed the cumulative amount of payments made during your participation in a subscription under the subscription program. These terms and conditions shall not diminish or set aside your statutory rights as a consumer, nor does it exclude our liability for death or personal injury resulting from our gross negligence or intentional misconduct.

DISPUTE RESOLUTION

If you experience any issues with Subscription Program, we recommend first contacting Customer Care, which often facilitates resolution. However, if a satisfactory resolution is not achieved through Farmasi Customer Care, then the provisions of this section will guide the resolution process. In case of a dispute between you and Farmasi, stemming from the subscription program or any related rights or duties, it shall be conclusively settled by arbitration, as described herein.

PLEASE REVIEW THIS ARBITRATION PROVISION THOROUGHLY. By choosing arbitration, both you and Farmasi agree to resolve disputes through binding arbitration, thereby waiving the right to litigate in court. This provision is termed the "ARBITRATION AGREEMENT" between the parties. In essence, arbitration provides a way to resolve disputes outside of the courtroom, and by agreeing to this method, disputes are referred to an arbitrator for a binding decision.

CLASS ACTION DISCLAIMER You and Farmasi mutually consent to forgo the right to initiate or participate in a class action or to proceed on a collective basis. Should this class action waiver be deemed unenforceable for any given reason, the entirety of the Arbitration Agreement shall be considered null and void, though the remaining provisions of these terms and conditions will persist.

Scope: Both you and Farmasi commit to arbitrating all disagreements, encompassing legal and equitable claims, or any disputes connected with or pertaining to the subscription program in any manner. Despite the prior stipulations, either party may approach a competent court within, or in any appropriate jurisdiction, to: (i) obtain temporary restraint, preliminary injunction, or other provisional relief to safeguard its confidential, proprietary, or trade secret information before, during, or after an arbitration decision; or (ii) enforce an arbitration verdict or an arbitrator's provision of injunctive relief.

GOVERNING LAWS AND JURISDICTION: For individuals or entities located in either Canada or the United States, the interpretation and enforcement of this Arbitration Agreement shall be governed by the Federal Arbitration Act (or "FAA"). Arbitration shall take place in either Doral or Miami in the State of Florida in the United States.



ARBITRATOR PROVISIONS: The arbitrator will provide a written decision consistent with prevailing arbitration guidelines. This decision will solely address the specific rights and duties arising from the disagreement between the parties. Any equitable remedies shall only be granted by the arbitrator if requested by one party. A judgment based on the arbitrator's decision can be registered in any court within the jurisdiction specified in these terms and conditions, and such judgment shall be conclusive and not subject to appeal.

SEVERABILITY: With the exception of the class action waiver set forth above, if any provision in this Arbitration Agreement is declared to be unenforceable for any reason, the remainder shall remain in effect.

FEES: The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration.

CONFIDENTIALITY: Except as may be required by law, neither the parties nor the arbitrator may disclose sensitive, confidential, or proprietary information obtained in connection with the arbitration. The arbitrator shall be authorized to issue protective orders relating to the disclosure of such information.

SURVIVAL

Even after you have cancelled your subscription program and your rights and obligations under these terms and conditions are terminated, all provisions of these terms and conditions which by their nature should survive will survive, including, without limitation, warranty disclaimers, indemnification obligations, dispute resolution provisions, and limitations of liability.

AGREEMENT CHANGES

Farmasi reserves the right to amend this Agreement in its sole and absolute discretion. By agreeing to this agreement, you agree to abide by the most current version of this Agreement as it is amended by Farmasi from time to time. "Amendments" to this Agreement shall be effective after Farmasi publishes its revised Agreement, but Amendments shall not apply retroactively prior to the effective date of the Amendment. Farmasi shall make the Amended Agreement available to all VIP Customers by one or more of the following methods: (1) posting on Farmasi's official website; (2) e-mail; or (3) posting in the Back Office.