Terms and Conditions

Version 1.0, dated 10.07.2025, Larnaca, Cyprus.
Date of posting: 10.07.2025, Effective date: 10.07.2025

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1. Terms and Definitions

- **Company/Seller:** AGENYZ TRADING LTD (registration number HE 394232, address: 4, Kleanthi Mesologgiti, Larnaca, 6051, Cyprus, e-mail address: support.eu@agenyz.com), the owner of the Site and the seller of all Goods and Services offered thereon. (“Agenyz”,”we”, “us”, “our”, “ours”, and “Company” as appropriate).
- **Visitor:** A natural person who is not registered on the Site and who uses the Site to search and view information.
- **User/Buyer/Client:** An adult and/or legally capable natural person who is registered on the Site, has access to a Personal Account, and uses the Site to purchase Goods or Services. (“you”, “your”, “yours”, and the “Client” as appropriate).
- **Personal Account:** A personal and secure section of the Site, accessible after registration, which allows the User to place Orders, manage personal information, and use other functionalities.
- **Order:** The User's action of selecting and purchasing Services or Goods through the functionality of the Site.
- **Site:** The website with the domain https://agenyz.eu/ (including all levels of the specified domain), owned and operated by the Company.
- **Services:** Services rendered by the Company to Users, such as providing access to online courses and cultural/educational events.
- **Goods:** Products produced under the "Agenyz" trademark and other trademarks, offered for sale by the Company on the Site.
- **Personal Data:** Any information relating to an identified or identifiable natural person (data subject), as defined under the GDPR.
- **Intellectual Property:** Trademarks, service marks, trade names, logos, patents, designs, images, website design, databases, and other objects recognised as intellectual property under applicable law.

2. Introduction

Please read the entire agreement. This is a legal agreement between you and Agenyz Trading LTD. You may print this page for your records.

The Company provides you with information, content, tools, products, and services on the Company Site. This User Agreement (the "Agreement") establishes the terms of use of the Site and governs the relationship between the Company and its Users and Visitors. The official documents posted on the Site at https://agenyz.eu/documents/ form an integral part of this Agreement, including the **Privacy Policy** and the **Delivery and Payments Terms**.

Your access to and use of this website constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on this website, such as the Privacy Policy. By registering on the Site and clicking the "Register" button, you unconditionally agree to (accept) this Agreement and the official documents. This Agreement is a contract of adhesion, the terms of which are defined by the Company and can be accepted only by adhering to the Agreement as a whole. From the moment of acceptance, you become a User and are considered to have entered into a contractual relationship with the Company on the terms of this Agreement.

These Terms and Conditions are in addition to any other agreements between you and the Company, including any agreements that govern your use of the information, content, tools, products, and services available on and through the Company Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

3. Products and Services

3.1 Agenyz Trading Ltd. is a trading company which offers innovative products in functional nutrition. Most of the ingredients used in our products are made from plants that grow only in ecologically clean zones. The Company is fully committed to research and development in advanced health food technology.
3.2 All products presented on this website are food or dietary supplements and not a medicine. All content on this website is only intended to inform about the nutritional and physiological processes of the food supplements. The information provided on this site is for informational purposes only and is not intended as a substitute for advice from your physician or other health care professional. A food supplement is a product that is intended to supplement the normal diet with nutrients or other vital substances which have a

nutritional or physiological effect. Food supplements are intended for ingestion in pill, capsule, tablet, powder, liquid or similar forms in a certain dosage.
3.3 You should not use the information on this site for diagnosis or treatment of any health problem or as a substitute for medication or other treatment prescribed by your physician or health care provider. You should consult with a physician or healthcare professional before starting any diet, exercise or supplementation program, before taking any medication or food supplement, or if you have or suspect you might have a health problem.
3.4 The company is not responsible for any statements, claims or directions of use that various manufacturers make about their products. The company cannot be held responsible for side effects or health damages which may occur from the use of products offered on this website. Food supplements are not a replacement for a diversified and balanced food intake and a healthy lifestyle. The recommended daily dose of a food supplement does not have any side effects in healthy adults. If you suffer from an illness you should discuss the use of a food supplement with a doctor. Food supplements should always be stored out of reach of small children.
3.5 In some jurisdictions, some of these substances may be considered prescription drugs, controlled or contraband substances. Since the information published on this website is accessible to anyone throughout the world, Agenyz does not give legal advice that may apply to any particular consumer. Consumers are cautioned to check with local, regionalized legal counsel and/or health care professional(s) before making any purchases on the Company site. Also the consumer is responsible for additional taxes or duties which may occur when importing and receiving the products in his country.
3.6 The Company presents all the products and (or) services (hereinafter the “Goods”) on its website.

4. Terms and Conditions of Use

The use of the Site is permitted for persons who have reached the age of majority and possess full legal capacity under the laws of their jurisdiction. You must be 18 years of age or older to visit or use this Site in any manner. In the event that you are below 18 years of age, you are visiting the Site at your own risk and you alone shall be liable for your actions. By visiting this site or accepting these Terms and Conditions, you represent and warrant to the Company that you are 18 years of age or older, and that you have the right, authority and capacity to use the Site. It is the responsibility of every Visitor to read this Agreement in its entirety before using the Site.

5. User Registration

Registration on the Site is voluntary and free of charge. You may be required to register with the company in order to access certain areas of the company websites, for example, to purchase the company products or otherwise initiate transactions.

With respect to any such registration, we may refuse to grant you, and you may not use, a user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. By registering, the User warrants to the Company that they:

- Have attained the age of majority and possess full legal capacity in accordance with the laws of the Republic of Cyprus.
- Have provided reliable, relevant, and complete information.
- Have given full and unconditional consent to this Agreement and the official documents.

To register, a User must complete the registration form, providing a valid mobile phone number and e-mail address, which will be confirmed via one-time codes. The User may not use contact information belonging to other persons.

6. Logging in to the User's Personal Account

The User can log in to their Personal Account using their confirmed mobile phone, email address, or User ID as a login, along with their password.

7. Terms of Use of the Personal Account

Access to a Personal Account is permitted only to the registered User. Only one Personal Account per User is allowed. The User is solely responsible for the security and confidentiality of their password and for all activities that occur under their account. You are responsible for maintaining the confidentiality of any password you may use to access the company websites, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the company websites, to any third party. You are fully responsible for all transactions (including any information transmitted in connection with any transactions) and other interactions with the company websites that occur in connection with your user name. The User must immediately notify the Company of any unauthorized access or breach of security. You agree to immediately notify the company of any unauthorized use of your password or user name or any other breach of security related to your account, your user name or the company websites, and to ensure that you «log off» and exit from your account with the company websites (if applicable) at the end of each session. The Company is not liable for any loss or damage arising from the User's failure to comply with this section.

8. Functionality of the User's Personal Account

The Personal Account allows the User to edit personal information, customize notifications, place Orders for Goods and Services, and perform other actions provided by the Site's functionality.

9. Rights and Obligations of the User

The User has the right to use the Site and its functionality in accordance with this Agreement. The User undertakes to comply with the applicable laws of the Republic of Cyprus, this Agreement, and the official documents. The User is prohibited from misusing the Site, infringing on the rights of others, making fictitious orders, or using the Site for any unlawful purpose.

10. Rights and Obligations of the Company

The Company manages and administers the Site. The Company undertakes to provide Users with access to the Site and to offer technical and informational support within reasonable terms. The Company reserves the right to modify the Site, conduct checks on User accounts, and restrict or block access for any User who violates this Agreement, poses a threat to the Site or other Users, or upon request from law enforcement authorities.

11. Choice of Services and Goods

Information about all Goods and Services is available on the Site. Only registered Users can place an Order. The User independently selects Goods and Services based on the information provided on the Site.

12. Information on the Price of Services and Goods

The price for all Goods and Services is indicated on the Site. Prices may be changed by the Company at any time, but any changes will not affect Orders that have already been paid for.

13. Conclusion of a Contract

A contract for the sale of Goods or provision of Services is concluded between the User and the Company when the User places an Order and completes the payment process on the Site, thereby accepting the public offer detailed in this Agreement and the **Delivery and Payments Terms**.

14. Payments

All payments are made to the Company. The User can choose from the available payment options on the Site, which may include bank card, Google Pay, Apple Pay, or PayPal. An invoice confirming payment will be sent electronically to the User's registered email address.

15. Purchase, Delivery, and Returns

The terms governing the delivery of Goods, cancellation of Orders, and the return of Goods are detailed in the Delivery and Payments Terms document, which forms an integral part of this Agreement.
The Company works with certain regions; if the region is not on the list of services, the company refuses to service the Client.
The Client shall order, buy and pay, and the Company shall deliver and sell goods, available on the Company site. The Client shall order Goods by filling out the appropriate order form on the site. When ordering, the Client shall provide exact information, i.e., personal data, contact details by clicking the field «Confirm order». The Client shall inform the Seller by e-mail of any changes, not later than within 24 hours from the moment of the order confirmation. The Client shall be responsible for the proper data provisions, otherwise, the delivery of Goods shall not be guaranteed.
We will inform you that we received your order by sending a letter to your email. As soon as your order is shipped, we will notify you with a second email (and / or you will receive information directly from our logistics partners). If we cannot deliver the goods you ordered, we can cancel this agreement and fully refund your money to you. We will inform you that we cannot deliver the goods to you by sending an email to you.
We will arrange the delivery of ordered goods on our website in full accordance with your order. Your order will be shipped via courier service or post. If you are unavailable during delivery time, courier services will contact you to specify the time of receipt of the goods. Shipping costs are paid at the same time with payment for the order. Each order is accompanied by an invoice containing the terms of payment, the name of the purchased products, and other documents that may be required in accordance with the situation or applicable law.
The time frame of delivery will be depending on the destination and availability of the client on the designated address. For EU-countries the delivery time is estimated till up to 2 weeks from issuance of order. For Other European Countries this estimated time is up to 3 weeks.

For deliveries Worldwide the delivery can take up to 10 weeks. If the parcel is not delivered within this period, the client is offered an option to receive a credit note or to agree on a prolonged delivery time. The Company shall not take responsibility for unpredicted circumstances that will prolong the delivery and are not under control of the Company (such as political barriers due to disputes between some countries, unacceptable customs requirements by the receiver etc.). By making a Purchase in our online Store the client is considered to be in acceptance with these Delivery terms.
The Client can use the right of refusal and return the Goods within the period prescribed by the national legislation of the country of the Client. In order to avoid disputable situations, at the moment of receipt of Goods, the Client should verify whether the Goods meet the order (product name and other relevant parameters). Cost of postal/courier services shall be covered by the Client.
If the Client wants to use his right of refusal, the following recommendations and requirements should be taken:
3.7.1 Returned Goods should not be used (taking into account the specifics of Goods). If the condition of the returned goods has deteriorated due to the Client's actions, the Client has no right to use the right of refusal.
3.7.2 The Client shall be obliged to maintain and not to damage the original package of Goods.
3.7.3 If the Client wants to use his right of refusal, he should contact the Seller by e-mail.
3.7.4 The Client shall keep both the postal/courier service documents on receipt of the Goods and both postal/ courier service documents on the return of Goods to the Seller.
Money for the returned Goods and services shall be transferred by the Seller to the bank account of the Client within 30 (thirty) calendar days from the date of refusal. After the expiration of the above-mentioned period, the Client has no right of refusal.
If you receive a damaged package make a complaint immediately with the delivery person and refuse to take the package. Also contact us and we will send you a replacement for the damaged goods free of charge.
If we made a mistake and you did not receive the items you ordered or if the items you received are damaged, please call us or write an email with a picture of the damaged product. Simply fill out the provided return form and ship it back to us together with the items carefully packaged. After receiving the exchange or replace shipment you are required to return the original shipment within 30 days. In any case we will cover the cost and risk of the return shipment.

16. Promotional Activity and Bonuses

The Company offers a number of reward features to its Clients. The terms and conditions associated with any bonus rewards are subject to change without prior notice by the Company, at its own discretion. Loyal customers can receive up to 80% discount on orders.

17. User's Representations and Warranties

By registering, the User represents and warrants that they will act in good faith, provide truthful information, are the legal holder of any payment methods used, and will not violate any laws or the rights of third parties.

18. Acceptance of Risks by the User

The User confirms that they use the Site and enter into transactions at their own discretion and risk and unconditionally accept the limitations of liability set forth in this Agreement.

19. User Responsibility

The User is personally liable for their actions in connection with the use of the Site and for any violations of this Agreement or applicable law. If the Company incurs any costs (e.g., fines, legal fees) as a result of the User's violation, the User shall reimburse the Company in full.

20. Limitation of the Company's Liability

The Site is provided on an "as is" basis. The Company is not responsible for the accuracy of information entered by Users and is not liable for any damages arising from the use or inability to use the Site, or from the actions of other Users. The Company does not verify the identity of its Users.

We undertake to supply steady Services on the website. However, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the website or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, hardware, software, failure due to technical problems or traffic congestion on the Internet or on any of the website or Services. To the maximum extent permitted by applicable law, under no circumstances shall we be responsible for any loss or damage resulting from the use of the site or Services, from any content posted on or through the site or Services, or from the conduct of any users of the website or Services, whether online or offline.

In no event shall The Company or any of its officers, directors, employees, or agents be liable to you for any damages whatsoever, including without limitation indirect, incidental, special, punitive, or consequential damages, arising out of or in connection with your use of the website or services, including but not limited to the quality, accuracy, or utility of the information provided as part of or through the website or for any investment decisions made

on the basis of such information whether the damages are foreseeable and whether or not The Company has been advised of the possibility of such damages.

21. Limited Warranty for the Use of the Site

The Company does not guarantee that the Site will be error-free, uninterrupted, or meet the specific requirements of the User. The Company is not liable for failures caused by technical issues, third-party actions, or circumstances beyond its reasonable control.

22. Intellectual Property Rights

All exclusive rights to the Site and its content belong to the Company. Any illegal use of the Company's Intellectual Property is a violation of applicable law and is strictly prohibited.
All content, trademarks, services marks, trade names, logos, and icons are the property of the Company or its affiliates or agents and are protected by copyright laws and international treaties and provisions. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the website. You will not obtain any intellectual property rights under, or any rights or license to use such materials or the website, other than as set out herein. Images displayed on the website are either the property of the Company or used with permission. You agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the Company.

23. Licence to Use the Site

The Company grants the User a simple (non-exclusive), non-transferable license to use the Site for personal, non-commercial purposes in accordance with this Agreement. The license is subject to your compliance with the terms herein. You agree not to resell or make available the Site to any other person, and will not copy any documents contained on the Site for resale or for any other purpose without the prior written consent of the Company. To avoid any doubt, you will be liable and bound by any unauthorized use of the Site, in violation of this section. You agree to use all the information received from the information systems of the Company for the sole purpose of performing transactions within the only limits of the Site. You also agree not to use electronic communication feature of a Service on the Site for any illegal, abusive, intrusive, obscene, threatening or hateful purpose, as well as harassment and vilification in the privacy of others. The license granted hereunder shall terminate if The Company considers that any information provided by you,

including your e-mail, is no longer current or accurate, or if you fail to comply with any term or conditions herein, and all rules and guidelines for each service. If such a violation occurs, you agree to cease accessing the services. You agree that the company, in its sole discretion and with or without notice, may terminate your access to all or part of the services, close any open transaction and remove and discard any information or content within a service. The User is prohibited from modifying, reverse-engineering, or creating derivative works from the Site's software or database.

24. Information Security of the Site

The User agrees not to violate or attempt to violate the information security of the Site, including by accessing data not intended for them, testing for vulnerabilities, or spreading malicious software.

25. Use of Site Materials

When quoting or using materials from the Site, a link to https://agenyz.eu/ is mandatory. Use of the Company's logo, trademark, or other distinctive signs without prior consent is prohibited.

26. Links to Other Websites

The Company may offer a link to other websites that are provided or controlled by third parties. Such link to a site or sites is neither an endorsement or an approval nor a sponsorship or an affiliation to such site, its owners or its suppliers. The Company recommends you make sure you understand the risks associated with the use of such sites before retrieving, using or purchasing via the Internet. Links to these sites are provided solely for your convenience and you agree not to hold The Company responsible for any loss or damage due to the use or reliance on any content, products or services available on other sites.

27. Indemnification

You agree to defend and indemnify Our company and its officers, directors, employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation

reasonable attorney’s fees and costs, arising out of / or in any way connected with your access to / or use of the Site or Services; your violation of any of the terms herein; or your breach of any applicable laws or regulations.

28. Blocking (Deletion) of the User's Personal Account

The Company has the right to block or delete a User's Personal Account for violations of this Agreement, including providing false information, making offensive statements, or inactivity for over 365 days. Upon deletion, this Agreement is terminated. Personal data may be retained in accordance with our Privacy Policy and legal obligations.

29. Personal Data of Users

The collection and processing of Users' Personal Data are governed by our Privacy Policy, which is compliant with the General Data Protection Regulation (GDPR). By registering and using the Site, you consent to the processing of your personal data as described in the Privacy Policy for the purposes of fulfilling this Agreement, processing your Orders, and improving our services. If you provide personal data of a third party (e.g., a delivery recipient), you warrant that you have obtained the necessary consent from that person to share their data with us.
Our Privacy Policy (which forms part of these Terms and Conditions) includes the methods we employ to ensure privacy. By using the Web Site, you agree to the way in which we process and deal with the personal information you give to us, as a Client. We may disclose your personal information or access your account if required to do so by law, any court order, or any other applicable regulatory, compliance, Governmental or law enforcement agency, etc. For more information see the Privacy Policy.

30. Company Communication with Users

By registering, the User consents to receive system and service notifications related to their account and Orders. The User may also consent to receive advertising and marketing communications, which can be managed in the Personal Account settings.

31. Applicable Law and Dispute Resolution

Any dispute arising out of or in connection with this Terms and conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be

incorporated by reference into this clause. The seat, or legal place, of arbitration shall be London, Great Britain. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the law of England.

32. Procedure for Modification of this Agreement

This Agreement may be amended by the Company at any time. The Company may modify these Terms and Conditions at any time and without prior notice. You should review the most current version of these Terms and Conditions by visiting the Company Site. Your continued access to and use of this website constitutes your acceptance of these Terms and Conditions as modified. The only notice of changes or modification to these Terms and Conditions will be by the Company publishing revised Terms and Conditions on this website; the Company will not separately notify you of any changes or modifications. Changes will be effective upon posting on the Site.

33. Term and Cancellation of this Agreement

This Agreement is effective from the moment of registration and is valid for an indefinite period. It terminates if the User deletes their Personal Account or if the Company terminates the Agreement due to a breach by the User.

34. Suspension of the Site

The Company has the right to suspend the operation of the Site for scheduled maintenance or in emergency situations.

35. Feedback, Questions, and Claims

All inquiries, proposals, and claims to the Company may be sent to the support service at support.eu@agenyz.com.

36. Final Clauses

If any provision of this Agreement is found to be invalid by law, it shall be deemed excluded, and the remaining provisions shall remain in force. If any term or provision

of these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or in conflict with the law, the validity or enforceability of the remainder of these terms and conditions shall not be affected thereby. If any provision of these terms and conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable. Nothing in this Agreement shall be construed as establishing an agency, partnership, or employment relationship. In case of any conflict, discrepancy or contradiction between the English version and translations, the version of the Agreement in the English language, as well as any other agreement or information on this site, shall prevail for purposes of its performance, interpretation and settlement of disputes.

37. Company Details

The Company's details are posted on the Site and are available at: https://agenyz.eu/about/contacts.