



# Terms

## Terms & Conditions of Sale ("Conditions")

**IMPORTANT DISCLAIMER:** If you are under the age of 18 (or under the age of 19 and you live in Alabama, Alaska, New Jersey, Utah and New York) please leave this Site immediately. By entering this Site, you represent that you are at least 18 years of age, or 19 in those jurisdictions mentioned above. PLEASE NOTE that IF YOU ARE A RESIDENT OF OREGON, YOU MAY NOT PURCHASE THE PRODUCT. The Product is not intended as a "stop smoking" or "quit smoking" device; instead the Product provides an alternative to smoking by supplying nicotine through a personal atomizing device. Nicotine, even in low doses, can have a number of potentially harmful side effects.

The Product should not be used by anyone under the age of 18 or anyone who is pregnant, nursing, or breastfeeding. Information and statements regarding product have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure or prevent any disease.

### 1. SCOPE & APPLICATION

1.1 You expressly agree and accept the Conditions set forth herein unconditionally as a binding contract ("the Agreement") enforceable by law. The following are the terms and conditions of purchase of dba on this Site, all such references to Products shall be ("Product"). "Customer", "I", "You" or "Your" refers to you. "Site" means this World Wide Website located at this URL <https://tryvaperlite.com/us/eval/>. Vaper Lite ("We", "Us" or "Our") reserves the right to amend this Agreement from time to time. It is agreed that any such amendment will apply to Customer and does not require notification by Vaper Lite.

### 2. AUTO SHIPMENTS AND BILLING

2.1 Your Vaper Lite order features a 12 day delayed billing period allowing you to fully evaluate the Vaper Lite 30 day Starter Kit. **You will be billed 12 days from your initial order.** The Vaper Lite 30 day Starter Kit includes 1 battery, USB charger, 3 clearomizers (this is the vial that vaporizes the e-juice), and 4 bottles of e-juice (nicotine based liquid). You will be billed \$99.95 for the Starter Kit if you do not call and cancel before your 12 day delayed billing period expires. You must also agree to return your starter kit before the next billing cycle, if you do not, you will be charged the full \$99.95 amount. **Also, to qualify for the promotional trial you agree to be enrolled into our convenient auto ship program.**

**Every 30 days from the date of your initial order you'll be shipped the Vaper Lite Replacement Pack and be billed \$99.95.** The Replacement Pack includes 2 clearomizers and 4 bottles of e-juice so that you never run out. You also understand that you can cancel at any time, subject to the provisions of section 3, without further obligation by calling (888) 618-7963 7 Monday - Friday between the hours of 9am-6pm MST. Your transaction will appear on your credit card statement as **TF#vaperlite**. Your Start Kit or Replacement Pack will be shipped within 1-2 business days after each payment.

2.2 Billing sample – Customers are shipped a monthly supply of product at the time of purchase and every 30 days thereafter until canceled. Customers are billed \$99.95 for each shipment. Customers are receiving a special promotion delaying the first bill of \$99.95 for 12 days after their first shipment is sent allowing them to evaluate the product, you will be billed \$99.95 18 days later (30 days from the initial order) and receive your first replacement pack. Customers will continue to receive replacement shipments at the cost of \$99.95 every 30 days after their initial order, for a period not to exceed 6 months, unless cancelled. Customers may cancel at anytime.

### 3. RETURNS, CANCELLATION AND REFUND POLICY

3.1 RMA (Return Merchandise Authorization) numbers are required for all returns and are available upon request by calling customer service. RMA numbers will be issued over the phone only by a customer service agent. **Products must be returned to Vaper Lite, 4525 S 2300 E #100 Salt Lake City, UT 84117**, in their original, unopened package within 30 days of shipment.

3.2 **RESTOCKING FEE There is a \$17.50 per unit restocking fee for all returned shipments.** The restocking fee will be deducted from the amount refunded back to a customer. Example: If a customer is due a 99.95 refund, this customer will receive a refund amount of \$82.45. If a customer has not been billed for their product due to the delayed billing period, Vaper Lite is authorized to bill the \$17.50 restocking fee to the customer's card on file.

3.3 **REFUND POLICY.** You must call Customer Service at (888) 618-7963 before any arrangements will be made to issue a refund. Shipping and handling fees are non-refundable. Product must be returned using an RMA number before any refunds will be issued. If at any time you are not satisfied with your product, contact customer service to receive an RMA number before returning your product. **Refunds will only be issued to customers who have returned their product before their next billing event.**

3.4 **CANCELLATION – Customers will be automatically enrolled in our convenient auto-ship program, for a period not to exceed 6 months. Customers can cancel their auto-shipment at any time without further obligation by calling (888) 618-7963 Monday through Friday between the hours of 9:00Am to 5:00PM MST.**

3.4 It is the customer's responsibility to consult their doctor before purchase. Persons who may become pregnant, are pregnant, or have reason to believe they may become pregnant in the next 60 days should not order this product. Refund requests will not be accepted and refunds will not be given for these reasons. You must consult a physician prior to placing an order if you are unsure about whether you can take this product.

### 4. DISPUTE RESOLUTION

4.1 You expressly agree to submit in writing any objection regarding credit card charges to:

**Correspondence Info:**  
New Riches, LLC dba Vaper Lite  
3260 N. Hayden Rd  
Suite 210-325  
Scottsdale, AZ. 85251

**Corporate Contact:**  
New Riches, LLC  
3260 N. Hayden Rd  
Suite 210-325  
Scottsdale, AZ. 85251

4.2 Vaper Lite, in its sole discretion, shall determine the validity of Your objection and notify You of its decision. Should You disagree with the decision, You agree to mediate the dispute before litigation.

4.3 You will be held responsible for any losses incurred as a result of Your failure to comply with any provision in this Agreement.

4.3 You will be held responsible for any losses incurred as a result of your failure to comply with any provision in this Agreement.

## 5. OFFER, ACKNOWLEDGMENT AND ACCEPTANCE

5.1 Any prices, quotations and descriptions made or referred to on this Site are subject to availability and may be withdrawn or revised at any time prior to our express acceptance of Your order (as described below).

5.2 While we make every effort to ensure that items appearing on the Site are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. We may reject Your order (without liability) if We are unable to process or fulfill it. If this is the case, We will refund any prior payment that you have made for that item.

5.3 Prior to such acceptance, an automatic e-mail acknowledgement of Your order may be generated. Please note that any such automatic acknowledgement does not constitute a formal acceptance of Your order.

5.4 Our acceptance of Your order takes effect and the contract concluded at the point where We dispatch Your order and accept Your credit card ("Acceptance").

5.6 We may keep records of orders received, acknowledgements, acceptances and other contract records for a reasonable period after Acceptance. We may be able to provide You with copies on written request; however You must make sure you print a copy of all such documents and these Conditions for your own records.

## 6. YOUR REPRESENTATIONS

6.1 You represent that the information provided by You when placing Your order is up-to-date, materially accurate, and is sufficient for Us to fulfill your order. You are responsible for maintaining and promptly updating Your account information with Us for accuracy and completeness and keeping such information (and any passwords given to You for the purposes of accessing the Site and/or purchasing Products) secure against unauthorized access. Unless agreed otherwise or required by applicable law, any warranties provided in relation to Your purchase only extend to You on the understanding that You are a user and not a reseller of the Product.

6.2 No warranty, commitment or any other obligation should ever be assumed by You on Our behalf or on behalf of a Product manufacturer, licensor or supplier without Our express prior written consent.

6.3 Prices payable for the Product are those in effect at the time of dispatch or delivery, unless otherwise expressly agreed. Prices may be indicated on the Site or an order acknowledgement but the authoritative price in the event of any discrepancy, is the price that is notified to You on Our Acceptance.

6.4 We have the right at any time prior to Our Acceptance to withdraw any discount and/or to revise prices to take into account increases in costs including (without limitation) costs of any materials, carriage, labor or the increase or imposition of any tax, duty or other levy and any variation in exchange rates. We also reserve the right to notify You of any mistakes in Product descriptions or errors in pricing prior to product dispatch. In such event if you choose to continue with fulfillment of the order, You acknowledge that the Product or Service will be provided in accordance with such revised description or corrected price.

6.5 The places that we deliver to are listed on the Site ("Territory"). Unless otherwise specified, prices quoted are: exclusive of the costs of shipping or carriage to the agreed place of delivery within the Territory (charges for which are stated on the Site); and exclusive of VAT and any other tax or duty which (where applicable) must be added to the price payable.

6.6 You agree to pay for taxes, shipping or carriage of Products as such costs are specified by Us on the Site when You submit Your purchase order. Payment shall be made prior to delivery and by such methods as are indicated on the Site (and not by any other means unless we have given our prior agreement).

6.7 We will charge credit or debit cards prior to the dispatch of the Product or commencement of Services.

## 7. DELIVERY

7.1 Delivery timescales/dates specified on the Site, in any order acknowledgement, acceptance or elsewhere are estimates only. While We endeavor to meet such timescales or dates, We do not undertake to dispatch Products and/or commence Services by a particular date or dates and shall not be liable to You in respect of delays or failure to do so.

7.2 Delivery shall be to a valid address within the Territory submitted by You and subject to Acceptance ("Delivery Address"). You must check the Delivery Address on any acknowledgement or acceptance We provide and notify Us without delay of errors or omissions. We reserve the right to charge You for any extra costs arising from changes You make to the Delivery Address after You submit an order.

7.3 Except to the extent required as a result of any mandatory rights You have as a consumer under applicable law, You shall not be entitled to reject the Products in whole or in part by reason of short delivery and shall pay in full notwithstanding short delivery or non-delivery unless You notify us in writing of any claim within 7 days of the latest of the date of receipt of the relevant invoice or delivery whereupon You shall pay for the quantity actually delivered.

## 8. REJECTION, DAMAGE OR LOSS IN TRANSIT

8.1 Except as set out above and subject to any rights You have under applicable law that cannot be excluded or limited by these Conditions:

8.1.1 We shall not be liable and You shall not be entitled to reject Products or Services, except for: (a) damage to or loss of Products or any part thereof in transit (where the Products are carried by Our own transport or by a carrier on Our behalf) where notified to Us within 5 working days of receipt of the Products; (b) defects in Products (not being defects caused by any act, neglect or default on your part) notified in writing to Us within 30 days of receipt of the Products.

8.1.2 We shall not be liable for any damage or losses arising from the use of the Products in connection with other defective or unsuitable Products; Your negligence; improper use or use in any manner inconsistent with the manufacturer's specifications or instructions.

8.1.3 Where there is a shortage or failure to deliver, or any defect in or damage to a Product or Service, We may at our option: (a) (in the case of Product shortage or non-delivery) make good any such shortage or non-delivery; and/or (b) in the case of failure to perform or defective performance of a Service, make good such failure or defective performance; and/or (c) in the case of damage or any defect(s) in the Product and in accordance with any applicable Returns Policy: (i) replace or repair the Product upon You returning the Product; or (ii) refund the price paid in respect of any Products found to be damaged or defective.

## 9. LIABILITY LIMITATION

9.1 TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT WE WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE (1) OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF THE PRODUCTS YOU ORDERED AND THAT ARE MOST CLOSELY RELATED TO YOUR DAMAGES AND (2) WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER.

9.2 Vaper Lite, in its sole discretion, shall not be liable for a chance occurrence or unavoidable or uncontrollable accident beyond either parties control that prevents our ability to fulfill obligations under the contract.

## 10. WARRANTY "AS IS" IN GENERAL – WITHOUT REGARD TO SEPARATE WARRANTY STATEMENTS PACKAGED BY THE MANUFACTURER WITH THE PRODUCTS.

10.1 All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on the Site or made available by Us are intended to represent no more than a general illustration of the Products and do not constitute a warranty or representation by us that the Products will conform with the same. You must refer to the manufacturer's specifications or warranty documentation to determine Your rights and remedies in this regard.

10.2 Your rights of repair or replacement of any Products or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where:

10.2.1 Products have been repaired or altered by persons other than the manufacturer, Us or any authorized dealer; and/or

10.2.2 Defective Product or Products have not been returned together with full details in writing of the alleged defects within 30 days from the date on which such Products were delivered; and/or

10.2.3 Defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by Us in connection with the delivered Products.

10.3 EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SECTION 11, WE MAKE NO EXPRESS WARRANTIES OR REPRESENTATIONS AND WE DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THESE CONDITIONS STATE YOUR SOLE AND EXCLUSIVE REMEDIES.

#### 11. CONSENTS, CUSTOMS DUTIES & EXPORT

11.1 If any license or consent of any government or other authority is required for the acquisition, carriage or use of the Products by You, You shall obtain such license or consent at Your own expense and if necessary produce evidence to us on demand. Failure so to do shall not entitle You to withhold or delay payment of the price. Any additional expenses or charges incurred by Us resulting from such failure shall be met by You.

11.2 Products licensed or sold to You under these Conditions may be subject to export control laws and regulations in the Territory or other relevant jurisdiction where You take delivery or use them. You shall be responsible for complying with those laws and will not do anything to breach them.

11.3 Items entering the European Economic Area (EEA) from outside over a certain value may be subject to customs charges (e.g. where costs are in excess of your personal import allowance). You may be subject to customs charges, import duties and taxes, levied when the Product reaches Your specified destination. Any such additional charges for customs clearance or import duties or taxes must be met by You, since We have no control over what these charges are. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

#### 12. NOTICES

12.1 Any notice or other communications in relation to Our contract may be given by sending the same by hand delivery, pre-paid post, or e-mail to the latest address and contact that one party has notified in writing to the other. This will also be the address for service of legal proceedings in the manner prescribed by law. Except as set out above in relation to cancellation of consumer orders, such notices or communications (where properly addressed) shall be considered received:

12.1.1 In relation to hand delivery, on the date of delivery at the relevant address (or, if this is not a working date, the first working date thereafter);

12.1.2 If posted, 5 working days after the date of posting;

12.1.3 If sent by email, on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery or the email having been opened; or (iii) the expiry of 48 hours after transmission, provided that the sender has not received notification of unsuccessful transmission.

#### 13. PERSONAL INFORMATION AND YOUR PRIVACY

13.1 We will observe applicable data protection laws and will not use information that does or can be used to personally identify You ("Personal Data") other than as set out in Our Privacy Policy ("Privacy Policy"). By submitting Your Personal Data in relation to Your order, You consent to such Personal Data being processed to fulfill Your order and in accordance with such Privacy Statement.

#### 14. GENERAL

14.1 You shall not assign, transfer, charge or make over or purport to assign transfer charge to make over Your rights under these Conditions. Any purported assignment shall be null and void.

14.2 We shall not be liable to You nor held in breach of contract for any loss or damage which may be suffered as a direct or indirect result of Us being prevented, hindered or delayed in the performance by reason of any circumstances beyond Our reasonable control including (but not limited to) any act of God, war, terror, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labour disturbance, breakdown of plant or machinery, interruption in the supply of power, Internet communications, or materials and in such event we may elect to cancel Your order and refund any payments made.

14.3 You acknowledge that these Conditions supersede and cancel all previous contracts, agreements and working arrangements whether oral or written, express or implied, between us. These Conditions prevail over any other terms or conditions contained in or referred to elsewhere or implied by trade, custom or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted. To the fullest extent permitted under applicable law, We reserve the right to modify these Conditions without prior written notice.

14.4 No relaxation, forbearance, delay or indulgence by either You or Us in enforcing any of these Conditions or the granting of time by either party to the other shall prejudice or restrict such rights and powers.

14.5 No waiver of any term or condition of these Conditions shall be effective unless made in writing and signed by Us. The waiver of any breach of any Condition shall not be construed as a waiver of any subsequent breach or condition.

14.6 If for any reason We determine or a court of competent jurisdiction finds that any provision or portion of these Conditions to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction:

14.6.1 These Conditions will not be affected in other jurisdictions to the extent that such determination or finding has no application; and

14.6.2 In the relevant jurisdiction, the remainder of these Conditions (to the fullest extent permitted by law) will continue in full force and effect.

#### 15. GOVERNING LAW

15.1 The construction validity and performance of these Conditions shall be governed by Arizona Law and You agree to submit to the exclusive jurisdiction of the Arizona Courts, in the event of legal proceedings arising from any dispute; The language of any dispute resolution procedure or any proceedings will be English.

#### 16. DISCLAIMER

16.1 Vaper Lite makes no claims whatsoever that electronic cigarette will cure a smoker's addiction to nicotine; the electronic cigarette products sold by Vaper Lite serve the same purpose as a tobacco cigarette. It delivers its user nicotine through inhalation and nothing more. If you do suffer from the disease of Tobacco/Nicotine Dependence Syndrome and want to take steps to give up smoking or cut down the quantity of cigarettes you currently smoke. We recommend you visit your health care provider to discuss NRT (Nicotine Replacement Therapy) or a nicotine harm reduction program.

Our products are intended & marketed ONLY as a recreational alternative to tobacco cigarettes. E-cigarettes are tobacco products derived from natural tobacco plant & have not been clinically proven as a smoking cessation device.

Vaper Lite Electronic Smoking Products such as e cigarettes are not a smoking cessation products and have not been tested as such. Vaper Lite Electronic Cigarette and Electronic Smoking Accessories products and statements have not been evaluated by the Food and Drug Administration. These statements and Vaper Lite - E cigarette, and e smoking accessories products are not intended to diagnose, treat, cure or prevent any disease or offer therapeutic benefits.

## Privacy Policy(effective 1-01-12)

Within the Privacy Policy, the operator of this Web site ("Website") will be referred to as "Company", "we" or "us". We are committed to complete permission-based marketing, while safeguarding your privacy online. Please read our privacy policy ("Policy") to understand how your personal information will be treated as submitted on the Website. This Policy also applies to individuals who have agreed to receive email marketing from the Company through opt-in or opt-out registration on another Website. Where we collect your information We collect information in several ways from different parts of the Website. From the visitors to our Website, we track domain

website, where we collect your information we collect information in several ways from different parts of the website. From the visitors to our website, we track domain, host, and/or Internet Protocol (IP) addresses. Some personally identifiable information is gathered when you register in part or in full for one of our many services or promotions. Registration with the Website is required to participate in any promotions or sweepstakes at the Website. We may allow you to co-register (simultaneous registration with another third party Website and our Website) to participate in some of our services and promotions or those of third party Websites, as well. During registration, we may ask for information such as your name, mailing address, email address, phone numbers and the like. We may also ask you for personally identifiable information at other times, including when you report a problem with the Website. If you contact us, we may keep a record of that correspondence, as well. From time to time, the Company may ask users to complete surveys that we use for research or other purposes. We may also offer users the opportunity to utilize other resources, services, forms, or tools, from which we may also collect your personal information.

#### Cookies

As part of offering and providing customizable and personalized services, the Company may use cookies to store and sometimes track information about you. A cookie is a small amount of data that is sent to your browser from a Web server and stored on your computer's hard drive. In addition, we may use pixel tags (also known as clear gifs) to track some of the pages you visit on our website.

Generally, we use cookies to:

- (1) Remind us of who you are and to access your registration preferences to deliver to you a better and more personalized service. Cookies enable us to retain our users preferences on the Website without having to re-enter information every time they access the Website.
- (2) Estimate our audience size. Each browser accessing the Website is given a unique cookie which is then used to determine the extent of repeat usage and to help us communicate with you. This information collected by cookies is sometimes called "clickstream" or "click trail" and may also describe which pages you have seen.
- (3) Measure certain traffic patterns, which areas of the Company web site you have visited, and your visiting patterns in the aggregate. We use this research to understand how our users' habits are similar or different from one another so that we can make each new experience on the Website a better one. We may use this information to better present the content that users will see on our site.

#### Use of personal information

By entering a sweepstakes or promotion, registering with our Website, completing any forms on our Website, or by checking or not unchecking co-registration boxes, you grant the Company the right to use the collected information for marketing purposes including, but not limited to, sharing such information with third party advertisers ("Advertisers"), emailing, SMS Message, or physically mailing Company or any third party offers to your email address or postal address. We may also use such information to fulfill prizes, track compliance with the applicable sweepstakes or promotion rules, or for content improvement and feedback purposes. We may share the personal information that you supply to us and we may join together with other businesses to bring selected retail or service opportunities to our user base. These businesses may include providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation. In addition, the Company reserves the right to release current or past user information in the event we believe that the Website is being or has been used in violation of any sweepstakes or promotion rules; to commit unlawful acts; if the information is subpoenaed; if the Company is sold or acquired; or when the Company deems it necessary or appropriate. By agreeing to these terms, you hereby consent to disclosure of any record or communication to any third party when the Company, in its sole discretion, determines the disclosure to be appropriate. We may share Website usage information about our Website visitors who have received targeted promotional campaigns with Advertisers for the purpose of formatting future campaigns and upgrading visitor information used in reporting statistics. The Company also reserves the right to provide aggregate or group data about our visitors and users for lawful purposes. Aggregate or group data is data that describes the demographics, usage, or characteristics of our participants as a group, without revealing any personally identifiable information. By subscribing to the Website, you agree to allow us to provide such data to third parties.

#### Credit card information

To the extent that credit card-specific information is collected at the Website and any of our affiliates and/or subsidiaries, said information will be kept in confidence and will not be shared with any third parties **other than our e-commerce partners for processing your transaction (and consumer credit agencies)** without your prior informed consent. Notwithstanding the foregoing, the Company and our affiliates and/or subsidiaries reserve the right to share with third parties the fact that they have credit card information on file for specific users but they will not share specific credit card information with third parties without the user's prior informed consent.

#### How to unsubscribe

Users may receive email confirming their registration with the Website, co-registration with Advertisers and subsequent entries in our sweepstakes and games, as well as promotional marketing of products and services under other Company brands or from third parties. To unsubscribe from any Company or Advertiser's email list, please visit the specific website for details on how to unsubscribe or follow unsubscribe instructions which should be included with any email message sent.

#### Disclaimer

The Company does not endorse, nor is the Company responsible for the accuracy of or the Advertiser's compliance with, the privacy policies and/or terms and conditions of each of the Advertisers websites. The entities that advertise and/or place banner ads on the Website, including, but not limited to Advertisers, are independent third parties and not affiliated with the Company.

#### Unpermitted use

INDIVIDUALS UNDER 18 YEARS OF AGE ARE NOT ALLOWED TO PARTICIPATE IN ANY SWEEPSTAKE OR PROMOTION OFFERED ON OR THROUGH THIS WEBSITE. No information should be submitted to, or posted at this Website by visitors under 18 years of age. We encourage parents and guardians to spend time online with their children and to participate and monitor the activities of their children.

#### Acceptance of Policy

By accessing this Website and/or submitting any information to us, you agree to this policy. We reserve the right, at our discretion, to change, modify, add, or remove portions of this Policy at any time. All Policy changes will take effect immediately upon their posting on the Website. Therefore, you should check this page regularly to review the in effect Policy at that time. Your continued use of the Website or acceptance of our emails following the posting of changes to this Policy will mean that you accept these changes. If you do not agree to the terms of this Policy, please do not submit any personal information on this or any Company Websites.

#### Wireless Policy to add to existing Terms of Use/Privacy Policy

We may use personal information to provide the services you've requested, including services that display customized content and advertising. In addition to any fee of which you are notified, your provider's standard messaging rates apply to our confirmation and all subsequent SMS correspondence. You may opt-out and remove your SMS information by sending "STOP", "END", "QUIT" to the SMS text message you have received. If you remove your SMS information from our database it will no longer be used by us for secondary purposes, disclosed to third parties, or used by us or third parties to send promotional correspondence to you.

#### Detailed Wireless Policy

Data obtained from you in connection with this SMS service may include your name, address, cell phone number, your provider's name, and the date, time, and content of your messages. In addition to any fee of which you are notified, your provider's standard messaging rates apply to our confirmation and all subsequent SMS correspondence. All charges are billed by and payable to your mobile service provider. We will not be liable for any delays in the receipt of any SMS messages, as delivery is subject to effective transmission from your network operator. SMS message services are provided on an AS IS basis.

We may use personal information to provide the services you've requested, including services that display customized content and advertising. We may also use personal information for auditing, research and analysis to operate and improve our technologies and services. We may share aggregated and non personal information with third parties outside of Auction Monster. When we use third parties to assist us in processing your personal information, we require that they comply with our Privacy Policy and any other appropriate confidentiality and security measures. We may also share information with third parties in limited circumstances, including when complying with legal process, preventing fraud or imminent harm, and ensuring the security of our network and services.

You may remove your information from our database. If you remove your information from our database it will no longer be used by us for secondary purposes, disclosed to third parties, or used by us or third parties to send promotional correspondence to you. You may remove your information by sending your request in writing via email to help@tryvape.com or by sending "STOP", "END", "QUIT" to the SMS text message you have received.

## Digital Millennium Copyright Act

THIS NOTICE IS SUBJECT TO MODIFICATION OR TERMINATION AT ANY TIME, WHETHER FOR CHANGES IN THE LAW OR AT OUR CONVENIENCE, WITHOUT ADVANCE NOTICE. YOU MUST CHECK BACK FREQUENTLY TO ENSURE THAT YOU SEE A CORRECT, CURRENT VERSION OF THE NOTICE.

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act and other applicable intellectual property laws. Responses may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter notification pursuant to sections 512(g)(2) and (3) of that Act. It is our policy to document all notices of alleged infringement on which we act.

Please refer to the following detailed instructions which must be followed to protect your rights under the Digital Millennium Copyright Act.

## Infringement Notification

To file a notice of infringement with us, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

Your communication must include substantially all of the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identify in sufficient detail the location of copyrighted work that you believe has been infringed upon (for example, "The copyrighted work at issue is the text that appears on this website") or other information sufficient to specify the copyrighted work being infringed. If multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."
6. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

**New Riches, LLC dba Vaper Lite**  
3260 N. Hayden Rd  
Suite 210-325  
Scottsdale, AZ. 85251

**CUSTOMER SERVICE : 800.554.5447**