

# TERMS AND CONDITIONS

## Noeva Group LLC

Noeva Group LLC is a direct selling company with independent distributors paid on performance-based commissions.

**Effective Date :** 2026-01-01

These Terms and Conditions ("Terms") govern access to and use of the websites, applications, services, and products (collectively, the "Services") provided by **Noeva Group LLC**, a company organized under the laws of the State of **DELAWARE**, with its principal place of business at **8 The Green STE B Dover 19901 DELAWARE USA**. ("Company," "we," "us," or "our").

These Terms & Conditions are entered into by Noeva Group LLC ("Noeva", "we", "us", or the "Company").

### **1. Eligibility to become a customer**

You must be at least 18 years old to access or use the Services. By using the Services, you represent and warrant that you meet this requirement.

### **2. Eligibility to become a distributor**

You must accept the **Distributor Agreement** (available on our website).

You are an independent contractor for Noeva Group LLC.

Distributors are subject to and governed by the Distributor Agreement, which forms an integral part of these Terms.

### **3. Administrative Fees**

Any administrative or access fees charged in connection with distributor registration are intended solely to cover reasonable administrative, training, and platform access costs. Such fees do not constitute an investment, do not guarantee income, and are not a condition for earning commissions. No compensation is derived directly or indirectly from the payment of such fees.

### **4. Account Registration**

You agree to provide accurate, current, and complete information during registration and to maintain the security of your account credentials.

### **5. Products and Services**

All product descriptions, pricing, and availability are subject to change at any time without notice. Products are intended for personal use unless otherwise stated.

## **6. Prohibited Conduct**

You agree not to :

- Violate any applicable laws or regulations
- Misrepresent products, income potential, or the Company
- Engage in deceptive, fraudulent, or unethical business practices.

## **7. Intellectual Property**

- All content, trademarks, logos, and materials are the exclusive property of the Company Noeva Group LLC and may not be used without prior written consent.

## **8. Limitation of Liability**

- To the maximum extent permitted by law, the Company shall not be liable for indirect, incidental, special, or consequential damages.

## **9. Indemnification**

- You agree to indemnify and hold harmless the Company from any claims arising from your violation of these Terms.

## **10. No Refund Policy**

All purchases of digital products, online services, training programs, subscriptions, platform access, and downloadable or streamed content provided by Noeva Group LLC are final and non-refundable.

Access to digital products and services is provided immediately upon successful payment. By completing a purchase, the customer expressly acknowledges and agrees that they are purchasing digital content and services delivered electronically and that, once access has been granted, no refunds, cancellations, credits, reversals, or chargebacks will be issued, except where expressly required by applicable United States federal or state law.

This policy applies regardless of usage, level of participation, results achieved, or dissatisfaction with the content or services provided.

## **11. Closing account**

To close your account (customer or distributor), you have to send an email to support(at)noevagroup.com or via our message service inside our website (menu Support). There is no fee and it takes 24 to 48h to succeed.

## **12. Restricted and High-Risk Jurisdictions (AML, Sanctions, and Delaware Law Compliance)**

The company reserves the right to refuse registration, suspend or terminate any account located in a jurisdiction deemed to be at high risk in terms of anti-money laundering, in accordance with the recommendations of the Financial Action Task Force (FATF), FinCEN regulations, and OFAC sanctions, without obligation to provide further justification.

#### Governing Law and Regulatory Framework :

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles, and applicable federal laws of the United States.

The Company is organized under the laws of the State of Delaware and operates in strict compliance with all applicable U.S. federal and state laws and regulations, including but not limited to:

- The Bank Secrecy Act (BSA)
- Regulations and guidance issued by the Financial Crimes Enforcement Network (FinCEN)
- Economic and trade sanctions administered by the U.S. Department of the Treasury – Office of Foreign Assets Control (OFAC)
- Applicable international anti-money laundering and counter-terrorist financing standards, including those issued by the Financial Action Task Force (FATF)

#### Prohibited Jurisdictions :

Participation in the Company's multi-level marketing ("MLM") program is strictly prohibited for any individual or entity that is:

- Located in, resident in, organized under the laws of, or conducting business from any country or territory subject to comprehensive U.S. economic or trade sanctions administered by OFAC; or
- Identified by the FATF as a "High-Risk Jurisdiction Subject to a Call for Action."

As of the effective date of these Terms, such jurisdictions include, but are not limited to:

- Iran
- Democratic People's Republic of Korea (North Korea)
- Myanmar (Burma)

This list is non-exhaustive and may be updated at any time to reflect changes in applicable U.S. laws, OFAC sanctions programs, or FATF determinations.

#### High-Risk and Monitored Jurisdictions :

Individuals or entities located in jurisdictions identified by the FATF as "Jurisdictions Under Increased Monitoring", or otherwise designated as high-risk for anti-money laundering or counter-terrorist financing purposes, may be subject to enhanced due diligence (EDD) measures.

The Company reserves the right, in its sole and reasonable discretion, to:

- Decline or deny registration
- Require additional identity verification, compliance documentation, or source-of-funds information
- Restrict access to certain services, compensation plans, or commission payments
- Suspend or terminate participation in the MLM program

when such actions are necessary to comply with applicable laws, regulatory guidance, internal compliance policies, or risk management requirements.

#### Right to Refuse Service Without Disclosure :

To the fullest extent permitted under applicable Delaware and U.S. federal law, the Company is not obligated to disclose specific details regarding its compliance

determinations, screening results, or risk assessments when refusing, suspending, or terminating participation for AML, sanctions, or regulatory compliance reasons.

Representations, Warranties, and Ongoing Compliance :

Each participant represents and warrants that they:

Are not located in, resident in, organized under the laws of, or acting on behalf of any prohibited or sanctioned jurisdiction;

Will not use proxies, VPNs, intermediaries, or other means to circumvent geographic or sanctions-related restrictions; and

Will promptly notify the Company of any change in residence, business location, or legal status that could affect compliance with this section.

Failure to comply with this section constitutes a material breach of these Terms and may result in immediate suspension or termination without compensation.

Updates and Amendments :

The Company reserves the right to amend this section at any time to reflect changes in Delaware law, U.S. federal law, sanctions programs, or regulatory guidance.

Continued participation in the MLM program constitutes acceptance of such amendments.

### **13. Data Protection and Privacy**

Noeva Group LLC collects, processes, stores, and uses personal information in accordance with applicable United States federal and state privacy and consumer protection laws.

By accessing or using the Services, users acknowledge and agree that their personal information may be collected and processed for legitimate business purposes, including but not limited to account creation, identity verification, service delivery, payment processing, commission payments, compliance with legal and regulatory obligations, fraud prevention, and customer support.

The Company processes personal data in accordance with its **Privacy Policy**, which is incorporated into these Terms by reference and forms an integral part of this Agreement. The Privacy Policy describes the categories of personal data collected, the purposes of processing, data retention practices, and the measures implemented to protect personal information.

To the extent required by applicable United States law, users may have certain rights regarding their personal information, including the right to request access to or correction of personal data. Such requests may be submitted in accordance with the procedures described in the Privacy Policy.

The Company does not sell personal information as defined under applicable U.S. state privacy laws. The Company may share personal data with third-party service providers solely for business, operational, compliance, and payment processing purposes, subject to appropriate confidentiality and security obligations.

By using the Services, users consent to the collection, use, and processing of their personal information in the United States and acknowledge that such data may be transferred to and stored on servers located within or outside their country of residence.