

# Terms & Conditions for Cup-Life Inc.

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**Effective Date:** \_\_\_\_\_

These Terms & Conditions (“Agreement”) govern the use of the services, products, and content provided by **Cup-Life Inc.** (“Company,” “we,” “us,” or “our”), located at 1603 Capitol Ave Ste 415, Cheyenne, WY 82001. By accessing or using our website, platform, or any of our products or services, you (“you” or “user”) agree to be bound by this Agreement.

## **1. Acceptance of Terms**

By accessing, browsing, or using the products, services, or content provided by Cup-Life Inc. (“Company”), you acknowledge that you have read, understood, and agree to comply with these Terms & Conditions, along with any applicable policies, notices, or guidelines that may be posted from time to time. These Terms & Conditions constitute a legally binding agreement between you and Cup-Life Inc. If you do not agree to these terms, you must immediately cease using our services or products.

You represent and warrant that:

- You are at least 18 years of age or have the legal capacity to enter into a binding agreement under the laws of your jurisdiction.
- You are using our services or products for lawful purposes and will comply with all applicable local, state, and federal laws.
- You have the authority to act on behalf of any entity or individual you represent when using our services.

Any modifications, amendments, or updates to these Terms & Conditions will be posted on our website, and your continued use of our services after such modifications indicates your acceptance of the updated terms.

## **2. Scope of Services**

Cup-Life Inc. is a health and Wellness Company that offers a wide range of products and services aimed at promoting overall well-being and helping individuals lead healthier, more active lives. Our services include, but are not limited to:

- 1. Health and Wellness Products:** Cup-Life offers a diverse selection of products, including dietary supplements, nutritional shakes, wellness drinks, vitamins, and other wellness-related goods designed to support a healthy lifestyle.
- 2. Distributor Opportunities:** We provide individuals with the opportunity to become independent distributors of Cup-Life products. As a distributor, you can sell our products directly to customers and build your own business by promoting Cup-Life's health and wellness solutions.
- 3. Affiliate Marketing:** Cup-Life offers affiliate marketing programs where affiliates can earn commissions by promoting our products through online platforms, blogs, social media, and other marketing channels.
- 4. Educational and Training Resources:** We provide educational materials and training to help our distributors, affiliates, and customers make informed decisions about health, wellness, and product usage. Our goal is to empower individuals to improve their health while ensuring they have the knowledge and tools they need for success.
- 5. Support Services:** Cup-Life offers ongoing support to all of its distributors, affiliates, and customers, including customer service, product guidance, and business-building assistance. We are committed to providing resources for your personal and professional growth.

Our services are designed to help individuals not only achieve better physical health but also foster mental well-being, creating a holistic approach to overall wellness. Whether you are looking to improve your own health, start a new business venture, or promote wellness within your community, Cup-Life provides the tools, products, and support to help you succeed.

### **3. User Eligibility**

To access or use the services offered by Cup-Life Inc., you must meet the following eligibility requirements:

- 1. Minimum Age Requirement:** You must be at least 18 years old to become a distributor, affiliate, or marketer. If you are under 18, you are not permitted to use our services.
- 2. Legal Capacity:** You must have the legal ability to enter into a binding agreement and comply with all applicable local, state, and federal laws.

- 3. Compliance with Laws:** You must ensure that your use of Cup-Life services is in compliance with all relevant laws and regulations in your jurisdiction.
- 4. Criminal History:** You must not have a criminal background related to fraud, money laundering, or other financial crimes. We reserve the right to verify your background before allowing access to our platform.

By using our services, you confirm that you meet these eligibility requirements.

#### **4. Code of Conduct**

Cup-Life Inc. requires that all Distributors, Affiliates, Marketers, and stakeholders adhere to our Code of Conduct, which outlines the ethical behavior and standards expected from all parties involved with our company.

- 1. Ethical Business Practices:** You agree to operate in a professional, ethical manner at all times and represent Cup-Life in a positive light.
- 2. Annual Ethics & Moral Training:** All Distributors, Affiliates, and Marketers are required to complete ethics and moral conduct training annually. Failure to do so may result in suspension or termination of affiliation.

#### **5. Reporting Concerns and Violations**

Cup-Life encourages the reporting of misconduct or violations of this Agreement. Users can report concerns via:

- 1. Email:** [support@cup-life.com](mailto:support@cup-life.com)
- 2. Phone:** 307-241-5642 or 954-824-1368
- 3. Zero Tolerance for Retaliation:** Cup-Life maintains a strict anti-retaliation policy. We prohibit retaliation against anyone who reports misconduct or potential violations. Retaliatory actions will be met with severe consequences, including possible termination of affiliation and legal action.

#### **6. Compliance with Legal and Ethical Standards**

Cup-Life Inc. complies with relevant legal standards, including HIPAA (Health Insurance Portability and Accountability Act) and the Gramm-Leach-Bliley Act. We prioritize the confidentiality and protection of personal health and financial information.

- 1. Privacy Protection:** We take every precaution to safeguard the privacy of our Distributors, Affiliates, Customers, and Members. Personal information will not be shared without your explicit consent, unless required by law.
- 2. Illegal Activities:** Any involvement in illegal activities, such as money laundering, fraud, or any other criminal acts, will result in immediate termination of your account. Legal actions may be taken, and you may be required to provide court clearance before engaging with the platform in any capacity.

## **7. Health Disclaimer**

Cup-Life products are designed to support overall health but are not intended to cure, treat, or prevent any medical condition. Always consult a licensed healthcare provider before using our products, especially if you have a medical condition, are pregnant or breastfeeding, or are taking medication.

- 1. Not a Substitute for Medical Advice:** Our products are not a replacement for professional medical advice, diagnosis, or treatment.
- 2. Individual Results Vary:** Results may differ from person to person, and Cup-Life does not guarantee specific outcomes.
- 3. Use as Directed:** Follow the recommended dosage and instructions. Discontinue use if you experience adverse reactions and consult a healthcare provider.

By using Cup-Life products, you acknowledge that you do so at your own risk and that Cup-Life is not responsible for any health issues that arise from misuse.

## **8. States of Operation**

Cup-Life operates and provides its services in the following states:

- Florida
- Boston (Massachusetts)
- New York (NY)
- Georgia (GA)
- Wyoming (WY)
- And all necessary states within the United States.

## **9. Limitation of Liability**

- 1. No Liability for Certain Damages:** Cup-Life Inc. is not liable for indirect, incidental, special, consequential, or punitive damages, including loss of income, data, or reputation.
- 2. Liability Cap:** Our total liability is limited to the amount you paid for the specific product or service related to the claim.
- 3. Third-Party Actions:** We are not responsible for third-party actions or omissions that may affect your use of our products or services.
- 4. Use at Your Own Risk:** You use our products and services at your own risk.
- 5. Exceptions:** This limitation does not apply to liability for personal injury or death caused by Cup-Life's gross negligence or willful misconduct.

## **10. Termination of Accounts**

Cup-Life reserves the right to suspend, terminate, or deactivate your account at any time, without prior notice, if we determine that you have violated any of these Terms & Conditions or engaged in unlawful activities. Reasons for termination may include, but are not limited to:

- Violation of the Code of Conduct
- Involvement in illegal activities
- Misuse of Cup-Life services or products
- Failure to comply with annual ethics training

## **11. Independent Contractor Status**

Distributors, Affiliates, and Marketers are independent contractors, not employees of Cup-Life Inc. As such:

- 1. No Employment Relationship:** No employer-employee relationship exists, and contractors are not entitled to employee benefits.
- 2. Tax Responsibility:** Contractors are responsible for paying their own taxes, including income and self-employment taxes.

3. **Expenses:** Contractors cover their own business-related expenses.
4. **Autonomy:** Contractors control how they perform their work but must adhere to Cup-Life's standards.
5. **No Authority to Bind Cup-Life:** Contractors cannot enter into contracts or agreements on behalf of Cup-Life.
6. **No Exclusivity:** Contractors may work with other businesses.

By engaging with Cup-Life, you agree to these terms of independent contractor status.

## **12. Privacy Policy and Data Protection**

1. **Data Collection and Usage:** We collect personal information (e.g., name, contact details, health data) to process orders, improve services, and communicate with you. We use this data in accordance with applicable laws and only for legitimate business purposes.
2. **Data Protection:** Cup-Life takes appropriate security measures to protect your personal information from unauthorized access or disclosure. However, no online transmission is 100% secure, and you acknowledge the inherent risks.
3. **Your Rights:** You may have rights to access, correct, or delete your personal data. For more information, please refer to our \_\_\_\_\_ (link to privacy policy).

## **13. Dispute Resolution and Governing Law**

Any dispute or claim arising from or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law principles.

## **14. Modifications to Terms**

1. **Right to Modify:** Cup-Life reserves the right to amend, update, or change these Terms & Conditions at any time.
2. **Effective Immediately:** Any changes will be effective immediately upon posting on our website.
3. **Continued Use:** Your continued use of our services after changes are posted constitutes your acceptance of the updated terms.

## **15. No Guarantee of Results**

- 1. No Specific Guarantees:** Cup-Life does not guarantee any specific results from the use of our products or participation in our marketing programs.
- 2. Individual Variation:** Results may vary based on factors such as health conditions, effort, and personal circumstances.
- 3. No Warranty:** We do not offer a warranty or assurance regarding the effectiveness of our products or programs for every individual.

## **16. Governing Jurisdiction**

These Terms & Conditions are governed by the laws of the State of Wyoming. Any legal actions arising under these terms will be subject to the exclusive jurisdiction of the courts located in Wyoming.

## **17. Contact Information**

For any questions regarding these Terms & Conditions, please contact us at:

- **Email:** [support@cup-life.com](mailto:support@cup-life.com)
- **Phone:** 307-241-5642 or 954-824-1368

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