Terms & Conditions

(Updated 10/13/2023, subject to change)



Enagic U.S.A., Inc. (hereinafter referred to as Enagic USA) reserves the right to update or modify these Terms & Conditions at any time without prior notice. Your use of this website following any such change constitutes your agreement to follow and be bound by the Terms & Conditions as changed. For this reason, we encourage you to review these Terms & Conditions whenever you use this website.

Copyright Notice

All the Content you see and hear on the Enagic USA website, including, for example, all the page headers, images, illustrations, graphics, audio clips, video clips and text, are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by Enagic USA, one of its affiliates or by third parties who have licensed their materials to Enagic USA. The entire Content of this website is copyrighted as a collective work under U.S. copyright laws, and Enagic USA owns a copyright in the selection, coordination, arrangement, and enhancement of the Content.

The Content of this website, and the site, is intended solely for personal, noncommercial use by the users of our site. You may download, print, and store selected portions of the Content, provided you (1) only use these copies of the Content for your own personal, non–commercial use, (2) do not copy or post the Content on any network computer or broadcast the Content in any media, and (3) do not modify or alter the Content in any way, or delete or change any copyright or trademark notice.

No right, title or interest in any downloaded materials is transferred to you because of any such downloading. Enagic USA reserves complete title and full intellectual property rights in any Content you download from this website.

Except as noted above, you may not copy, download, reproduce, modify, publish, distribute, transmit, transfer, or create derivative works from the Content without first obtaining written permission from Enagic USA.

Submissions

We welcome your comments regarding this website. However, any comments, feedback, notes, messages, ideas, suggestions, or other communications (collectively, "Comments") sent to Enagic USA shall be and remain the exclusive property of Enagic USA. Your submission of any such Comments shall constitute an assignment to Enagic USA of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Enagic USA will be entitled to use, reproduce, disclose, publish, and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

User Submitted Content

The Enagic USA message services available to our guests are subject to the following guidelines. Out of respect for all our guests, we ask that you do not use obscene, profane, or threatening language in messages. In addition, we ask that you do not submit or post photos, videos or other media that include obscene, profane, or threatening images. Examples of the kinds of conduct or content that are prohibited in user submitted content include:

- The transmission of any content that could violate, or could facilitate the violation of, any applicable law, regulation or Enagic USA Corporation rule or policy.
- The transmission of any content that is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable.
- The impersonation of any person or entity in any part of a gift message.

You are solely responsible for the content of any messages and/or images you submit and Enagic USA assumes no liability for any content submitted by you. We may, but are not obligated to, restrict, or remove any and all content from a message that we determine in our sole discretion violates these guidelines or is otherwise harmful to us, other Enagic USA Corporation guests or any third party. Enagic USA reserves the right to purge the content you provide after 90 days of creation.

Any content you submit is for non-commercial use only. You must provide your actual e-mail address to send your content. Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy about any content you submit.

Colors

We have done our best to display as accurately as possible the colors of the products shown on this website. However, because the colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

Correction of Errors and Inaccuracies; Limitations on Quantity; Returns; Risk of Loss

The information on this website may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies, or omissions may relate to product description, pricing, and availability. We also reserve the right to limit quantities (including after you have submitted your order). We apologize for any inconvenience this may cause you. If you are not fully satisfied with your purchase, you may return it with the original packing receipt within 30 days of the order date.* Additional restrictions apply. Please see our Return Policy for more details. The risk of loss and title to items purchased from Enagic USA pass to the purchaser upon our delivery to the carrier.

*Track your shipment using the tracking number provided. If more than 20 DAYS have elapsed since your purchase date, contact Enagic USA IMMEDIATELY by emailing support@enagic.com or by calling (424) 307-0005 during normal business hours. Enagic USA will not be responsible for any claims after 30 DAYS from the confirmed delivery date.

Disclaimers --- General

The Enagic USA website is operated by Enagic USA, a division of Enagic USA corporation, on an "as is," "as available" basis, without representations or warranties of any kind. To the full extent permitted by law, Enagic USA, Enagic USA corporation, Enagic USA brands, inc. and their affiliates (collectively, the "Enagic USA corporation businesses") disclaim all representations and warranties with respect to this site and its contents, whether express, implied, or statutory, including, but not limited to, warranties of title, merchantability and fitness for a particular purpose or use.

Without limiting the foregoing, the Enagic USA corporation businesses disclaim all warranties, express or implied, for any merchandise offered on this site. This disclaimer does not apply to any product warranty offered by the manufacturer of the item.

Without limiting the foregoing, the Enagic USA corporation businesses do not represent or warrant that the information on this website is accurate, complete, reliable, useful, timely or current or that this website will operate without interruption or error.

Without limiting the foregoing, the Enagic USA corporation businesses disclaim any liability as to the accuracy or completeness of each item description. All product descriptions originate from the manufacturer of the item.

The Enagic USA corporation businesses do not endorse nor make any warranties or representations about the options or other service or data you may access, download, or use as a result of the use of the information contained on this website, or about any website you may access through this website.

Links to other sites are provided for convenience only. You need to make your own decisions regarding your interactions or communications with any other website. Portions of this site are authorized to operate under license of U.S. patent nos. 5,528,490, 5,761,649, and 6,029,142.

The Enagic USA corporation businesses make no representation that content provided on this website is applicable or appropriate for use in locations outside of the United States. The Enagic USA corporation businesses assume no risk or responsibility for your use of any of the content provided on this website.

Disclaimers — Enagic USA / Health Pages

The information contained in the Enagic USA in this website has been devised without reference to cultural, dietary, societal, language, prescribing, or dispensing conditions (including those imposed by law), other than those of the United States, which might affect the information provided.

The information contained in the Enagic USA in this website is intended as an educational aid only. It is not intended as medical advice for individual conditions or treatment. It is not a substitute for a medical exam, nor does it replace the need for services provided by medical professionals. Talk to your doctor or pharmacist before taking any prescription or over the counter drugs (including any herbal medicines or supplements) or following any

treatment or regimen. Only your doctor or pharmacist can provide you with advice on what is safe and effective for you.

The information contained in the Enagic USA in this website concerning herbal medicine contains information about herbal therapies and other dietary supplements, which are not regulated in the United States by the Food and Drug Administration. Additionally, the manufacture and distribution of herbal substances is not regulated in the United States, and no quality standards currently exist. Because of the unregulated nature of the herbal and supplement industry, you need to discuss use of these substances with your doctor or pharmacist.

Limitation Of Liability

Under no circumstances, shall the Enagic USA corporation businesses or any of their employees, directors, officers, agents, vendors, or suppliers be liable for any direct or indirect losses or damages arising out of or in connection with the use of or inability to use this website.

This is a comprehensive limitation of liability that applies to all losses and damages of any kind (whether general, special, consequential, incidental, exemplary or otherwise, including, without limitation, loss of data, income, or profits), whether in contract, negligence, or other tortious action, even if an authorized representative of any Enagic USA corporation business has been advised of or should have known of the possibility of such damages.

If you are dissatisfied with this website or any content on the site, or with these terms and conditions, your sole and exclusive remedy is to discontinue using this website. You acknowledge, by your use of this website, that your use of the site is at your sole risk.

Applicable law may not allow the limitation of liability set forth above, so this limitation of liability may not apply to you. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of the Enagic USA corporation businesses under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred dollars (\$100).

Enforcement of Terms and Conditions

By accessing and using the Enagic USA website, you agree that your access to and use of this website is subject to these terms and conditions, as well as all applicable laws, as governed and interpreted pursuant to the laws of the state of California, United States of America.

Enagic USA Finance Department Terms & Conditions

Payment Due Date and Late Fee Policy

- Your payments are due on either the 1st or 15th of every month. If you do not choose a payment
 due date, Enagic will pick the due date for you. The first payment date must fall within a 45-day
 period of the date of purchase.
- For UKON customers, the monthly due date is the same as the original purchase date.
 - The **UKON DD** Auto-renewal date is exactly **4 months** after your original purchase date.
 - The UKON Sigma Auto-renewal date is exactly 12 months after your original purchase date.
- Enagic USA will automatically renew Ukon Auto-ship accounts at the end of each term unless an Ukon Cancellation Form is submitted no later than (5) business days prior to your next scheduled renewal date.
- A late fee of \$20 per month will be applied to your account every time you miss a payment.
- The Ukon account will be terminated if your payment is more than 10 days late.

Automatic Withdrawal

 Setting up your account for automatic withdrawal does not always guarantee that your payment will go through. It is your responsibility to keep track of your payments.

Please know your due date and check your bank or credit card transactions after the due date to make sure your payments have gone through. Contact the Enagic Finance Department immediately at (424) 307 - 0530 if there is a problem.

Requesting Changes

- If you need to request any changes on your account such as credit card/checking account updates, skip payment, partial payment, or due date changes, please call Enagic Finance Department at (424) 307 - 0530 no later than 5 business days prior to your due date. We will not honor any requests 4 days before or on your due date.
- For UKON customers, we are not able to accommodate your request for product changes after down
 payment of new term has processed. A request made after down payment will be reflected in the
 future renewals.

Tokurei (Good Samaritan)

- If you are currently in the Tokurei Program and wish to cancel, you may now apply it to the Enagic Finance Program for the following:
 - JrIV / ANESPA DX = 3, 6, 10 or 15 months
 - SD501 / Super 501 / SD501U / SD501 PLATINUM 5L / K8 = 3, 6, 10, 16, 20 or 24 months
- Accumulated Tokurei commission can be applied to the down payment and financing balance.
 Monthly payment amount stays as contracted. The financing term might be shortened if you apply

Tokurei commission.

Statements

 Please note that we do not send out monthly statements. If you would like to know your current balance, please call Enagic Finance Department at (424) 307 - 0530. A statement can also be emailed upon request.

Commissions

Enagic may offset or deduct your commissions when you have past due payments.

Card Verification

- Before your order is shipped, we need to verify that your debit / credit card is valid. If your card is invalid, we will withhold the shipment until we receive a valid card number.
- A card you provide for monthly payment must be valid for at least 3 months from the purchase date.

Hours of Operation

 Enagic Finance Department business hours are Monday - Friday, 9 a.m. to 6 p.m. Pacific Standard Time. Please contact us directly at 424-307-0530. If you reach voicemail, please leave your name, ID number and a short message and we will reply as soon as possible. Questions? Email us at ecs@enagic.com.