

## VIP CUSTOMER AGREEMENT TERMS & CONDITIONS

Effective 1st May, 2018

MONAT Global UK LTD

**PAYMENT AUTHORISATION:** By electing to participate in MONAT's VIP Customer programme you authorise Monat Global to take payment for your VIP Customer order(s) from your credit card identified in this Agreement. Credit cards are the only payment method accepted. MONAT Global is authorised to withdraw payment equal only to the amount of the products and shipping of products that you order, or the VIP Customer orders that you have selected. Credit cards may be charged up to two days prior to shipment. You have the right to have the amount of any erroneous withdrawal returned to your credit card account as soon as reasonably possible and upon proper notification to Monat Global.

**VIP CUSTOMER COMMITMENT:** The MONAT Flexship programme for VIPs entitles you to 15% off retail prices and free shipping on your order. To qualify for 15% off retail pricing and free shipping on orders of a minimum £60, you commit to placing two or more Flexship orders of at least £60 following your enrolment order.

Your Flexship order processes on the day you designate at the discounted price. You can customise and schedule your shipments online at any time or by emailing UKMonatSupport@monatglobal.com. By default your next order will ship approximately 30 days later, however each order can be pushed out by you up to 60 days at a time. In the VIP Suite, you can push your order out up to 60 days from "today" whenever you like. This is true of your second Flexship (third order) and subsequent recurring orders as well. Your order processes on the day you designate, at the same great VIP price.

**ORDERS:** All orders are accepted and products sold on MONAT's standard terms of sale.

**CHANGES:** You can change your VIP Customer order selections, method of payment, or the authorised amount at any time. You can edit your order online from the VIP Customer Back Office, or contact the Market Partner & Customer Service Team at UKMonatSupport@monatglobal.com.

Seven days prior to the process date for your next Flexship, you will receive an email reminder for the order, and a reminder that you can update it.

MONAT Global reserves the right to change its prices associated with its products at any time. However, if Monat changes the prices of any of your order selections then we will notify you of those price changes and offer you the opportunity to cancel your order for the affected products. In these circumstances your notice of cancellation will be accepted even if it is too late to prevent the despatch of the relevant products to you and in that case we will refund your cost of returning those products to MONAT.

**CANCELLATION:** As a VIP Customer you have the option of cancelling your VIP Customer account in the following circumstances:

- Within 30-days of receiving your first order, provided you also cancel your first order and return the products received in that order in accordance with MONAT's product returns policy. You must contact UKMonatSupport@monatglobal.com before the second order has shipped.
- $\bullet$  Once you have completed three or more qualified Flexship orders. (A qualified Flexship order is an order of £60 or more).
- When becoming a Market Partner. You will need to enter into a Market Partner Agreement and MONAT will apply the £18 VIP membership fee towards the Market Partner Starter Kit.

As a VIP you commit to three orders (just two more after your initial order). If you cancel your participation in the VIP Customer Programme you will be charged a cancellation fee dependent on the number of Flexship orders placed:

Effective Date: 10th February, 2018

- If you keep your initial order within 30 days of receiving it, you will be charged a fee of £19.
- If you have placed two Flexship orders (one being the enrolment order), you will be charged a fee of £15.

Your VIP membership fee is non-refundable in all circumstances after the first 14 days of enrolment.

**RETURNS:** MONAT Global offers VIP Customers a 100% money-back, satisfaction guarantee (less shipping charges if applicable) on all of its products for a period of 30-days after their receipt. After this 30-day period, MONAT will refund 90% of the product purchase price; product must be in resalable condition. Each shipment of products to you will include a delivery note which will include a notice of your rights to cancel that shipment order. THE MONAT MONEY-BACK SATISFACTION GUARANTEE DOES NOT AFFECT YOUR STATUTORY RIGHTS.

**SHIPPING CHARGES:** All orders of £60 or more ship free whilst you are enrolled with an active Flexship. Applicable shipping charges will be added to orders below this threshold as specified when you place your order through the Shopping Cart.

**TERM:** Your VIP Customer participation and payment authorisation will remain in effect until you: (1) elect to alter or change any aspect thereof by submitting a new signed VIP Customer Agreement; (2) send, in writing, your cancellation to Monat Global UK Ltd, The Pinnacle, Midsummer Boulevard, Milton Keynes, MK9 1BP, or by email to UKMonatSupport@monatglobal.com (Notice must include your signature, printed name,

address, and VIP Customer Number.)

**VIP CUSTOMER INCENTIVES:** MONAT provides VIP Customer rewards from time to time as a 'thank you' to VIP Customers who introduce other customers to MONAT. However, MONAT does not permit the use of any publically shared enticements as a means of encouraging or enticing another person to become a VIP Customer or as an incentive to purchase MONAT products and this enticement prohibition applies to VIP Customers who attempt to use prohibited enticements for the purpose of achieving VIP Customer rewards.

**DATA:** The information that you provide to MONAT will be used to process your orders and for general administration, marketing, statistical and management purposes. To do this, MONAT may pass your details to its group companies, market partners and third parties who perform functions on its behalf, some of whom may be located outside the UK in particular in the USA, and you should note that countries outside the EU may not offer the same level of protection for such data as the UK. You can request details of these third parties and/or obtain a copy of the information which MONAT holds about you which is subject to the Data Protection Act 1998 (for which MONAT may make a small charge) by contacting us by email at UKMonatSupport@monatglobal.com.

**CUSTOMER STATUS:** As a VIP Customer you do not have any rights to participate in MONAT's trading scheme; you are not a MONAT Market Partner; MONAT products are supplied to you strictly on a not for resale basis and you may not market or resell the products which you buy from MONAT; you may not market the MONAT business opportunity or attempt to recruit others; and you may not earn any commissions or bonuses under the MONAT compensation plan.

**AMENDMENT:** You agree that the terms of this VIP Customer Agreement may be amended at any time at MONAT's sole discretion by notice to you. Your purchase of products after the date upon which an amendment takes effect shall constitute your acceptance of any and all amendments to these terms.

**LAW:** This Agreement shall be governed by English law.