

# MONAT VIP Perks<sup>TM</sup> Program

## TERMS AND CONDITIONS

Effective December 1, 2024

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU WOULD LIKE TO PARTICIPATE IN THE MONAT VIP PERKS™ PROGRAM, YOU MUST AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE (I.E., PRIVACY POLICY). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU CANNOT ACCESS OR PARTICIPATE IN THIS PROGRAM.

## **I. INTRODUCING THE MONAT VIP PERKS™ PROGRAM**

The MONAT VIP Perks™ Program (the “Program” or “MONAT VIP Perks™”) is a customer program offered by MONAT Global Corp. (“MONAT,” “us,” or “our”). These Terms and Conditions, as well as all additional policies, terms, and conditions referenced and incorporated herein, all of which may be amended from time-to-time in accordance with applicable legal standards (collectively, the “Terms”), contain information about the relationship between you and MONAT with respect to the Program.

## **II. GENERAL**

If you would like to join, access, or otherwise participate in, the Program, you must read, understand, and unconditionally accept to be bound by the Terms. MONAT reserves the right to modify these Terms in accordance with rules stipulated in Section VIII, below. If you do not agree to the Terms, you cannot participate in the Program. These Terms constitute a legally binding agreement between MONAT and each individual who joins or otherwise participates in the Program. These Terms do not alter or in any way amend the terms and conditions of any other agreement you may have with MONAT including, among others, the MONAT Loyalty Rewards Terms and Conditions, the MONAT VIP Customer Agreement, or MONAT’s Policies and Procedures.

Our Privacy Policy is incorporated into these Terms by reference and governs your participation in MONAT VIP Perks™. Please read the Privacy Policy carefully to understand how MONAT collects, uses, and discloses information about customers, how to update or change your personal information, and how we communicate with you.

## **III. ELIGIBILITY & ENROLLMENT**

To join the MONAT VIP Perks™ Program, you must:

- a. Create one initial order of \$84 USD or more
- b. Create one future Flexship order of \$84 USD or more
- c. Reside in the United States, a U.S. Territory, or any country that MONAT has officially announced is open for business
- d. Be 18 years of age or older.

Subject to the provisions contained herein, as well as any requirements of applicable law, MONAT reserves the right to deny or terminate any MONAT VIP Perks™ Program Customer account.

## **IV. MONAT VIP PERKS™**

After your initial order and these Terms have been accepted by MONAT, you will receive the following perks of the MONAT VIP Perks™ Program as long as you continue to remain a VIP Customer:

- 15% off every product, every day.
- Flat rate shipping. Get \$5 USD shipping on all orders under \$100 USD. All orders over \$100 USD ship free!
- MONAT Purchase +™. VIPs receive an additional 15–25% off their purchase depending on their order total.
- VIP Points. With every purchase, you’ll earn points that you can accumulate and redeem as you like for customized money-savings coupons.\*
- Birthday Bonus. VIPs receive a \$25 Reward Coupon on their special day.\*
- Anniversary Gift. Celebrate with a \$10 Reward Coupon on your anniversary of becoming a MONAT VIP.\*
- Flexship. Choose your products and your frequency—every 30 or 60 days. Update your order or adjust your schedule anytime, hassle-free!

- FREE Products. Receive a FREE full-size product after completion of your 1st, 2nd, and 3rd Flexship order of \$84.00 USD or more.
- Exclusive Sales & Promotions. Enjoy exclusive access to flash sales and special promotions where you can save even more.

\*You must be opted in to receive rewards. To opt in please log into mymonat.com, click on the rewards icon and follow the instructions presented within the pop-up.

## **V. ABOUT THE MONAT FLEXSHIP SERVICE**

By joining as a MONAT VIP Customer of the MONAT VIP Perks™ Program, you have the ability to place Flexship orders. A Flexship order is a flexible and customizable shipment order that allows you to choose products during the MONAT VIP Customer sign-up process. The parameters of the Flexship Service are as follows:

- At the time of sign up, you must create one future Flexship order of \$84.00 USD or more.
- You may push out your Flexship every 30 or 60 days.
- You may change your Flexship order product selection, method of payment, shipment date, and shipping address at any time from your VIP Customer Account page.
- All Flexship orders will be charged to your credit card or debit card on file with MONAT. By joining the MONAT VIP Perks™ Program, you authorize MONAT to make charges to your credit card or debit card for such Flexship orders.
- You may opt out of or re-create your Flexship order at any time within your MONAT VIP Customer Account page.
- Flexship orders of \$100.00 USD or more ship free.
- Flexship orders also provide bonus VIP Points.
- VIPs earn a complimentary gift once they complete their 1st, 2nd, and 3rd Flexship of \$84.00 USD or more, redeemable on their next Flexship order.
- With Flexship you have access to the MONAT VIP Concierge Service. By opting into this service within your VIP Account Page, you are allowing your MONAT Market Partner the ability to manage your next Flexship arrival date within their own MONAT Account page.
- Please note that Flash Sales and Promotions do not count as Flexship orders.

## **VI. TERMINATION OF VIP CUSTOMER ACCOUNT**

As a VIP Customer of the MONAT VIP Perks™ Program, you have the option of terminate your VIP Customer account at any time.

- a. You can cancel within 30 days of receiving your initial order and receive a refund provided you return all products in your order. You must contact MONAT Customer Care before the second order has been processed to ship in order to cancel.
- b. You can upgrade to a MONAT Market Partner at any time from your VIP Customer account page, by contacting your sponsoring Market Partner, or by contacting MONAT Customer Care at (888) 867-9987.

## **VII. CHANGE OF SPONSOR**

MONAT is a direct sales company that markets its products through Independent Market Partners (“Market Partner(s)”). As a VIP Customer, you must “sign up with” a Sponsor (Market Partner) upon joining the MONAT VIP Perks™ Program. If you do not have a Market Partner upon sign up, one will be assigned to you. The transfer of a MONAT VIP Customer from one Sponsor to another is generally prohibited. Exceptions may apply, on a case-by-case basis, when a mistake is made in choosing the correct Sponsor while completing the MONAT online applications. Errors must be reported during the initial thirty (30) day period immediately following the date that a Market Partner or VIP Customer first joins MONAT. Sponsor changes are not permitted after such initial thirty (30) day period. All Sponsor change requests must be approved by the Company and by each Sponsor affected by the requested change. In order to request a Sponsor change, a VIP Customer must complete a Sponsor Correction Request Form and email it to the Company’s Commissions Department at: SponsorCorrectionSupport@MonatGlobal.com.

## **VIII. PROGRAM MODIFICATION AND TERMINATION**

MONAT reserves the right to change the prices of its products at any time without notice. It no event, however, will it change the prices of any order following order placement. MONAT reserves the right to amend these Terms in its sole and absolute discretion. By agreeing to these Terms and joining MONAT as a VIP Customer of the MONAT VIP Perks™ Program, you agree to abide by the most current version of these terms as it is amended by MONAT from time to time. "Amendments" to these terms shall be effective after MONAT publishes its revised Terms and Conditions, but Amendments shall not apply retroactively prior to the effective date of the Amendment. MONAT shall make the Amended Terms available to all VIP Customers by one or more of the following methods: (1) posting on MONAT's official website; (2) e-mail; or (3) posting in the VIP Customer's Account Page.

## **IX. GOVERNING LAW**

The laws of the State of Florida, without regard to conflict of law principles, shall govern all matters relating to or arising from these Terms, as well as your enrollment in the MONAT VIP Perks™ Program.

## **X. BINDING ARBITRATION**

In the event of any controversy, claim or dispute ("Claim") arising out of or relating to any provision of these terms, or the breach of these terms, or any products delivered by MONAT to the VIP Customer, including product issues or problems with the products or reactions to the products, the Claim shall be heard and settled solely and exclusively by binding arbitration, under the Rules of the American Arbitration Association, by a single arbitrator appointed in accordance with such Rules. All documents and correspondence in relation to those disputes shall be drafted in English and the arbitration shall be conducted in English. The arbitrator to be appointed shall have a good working knowledge of the English language. The place of arbitration shall be the capital of the state or province where the VIP Customer resides. The arbitration award shall be final, binding and not subject to appeal and shall be enforceable in any court of competent jurisdiction. The party in whose favor the arbitration award is rendered shall be entitled to recover the costs and expenses of the arbitration panel. However, the parties shall each be responsible for their own legal fees.

Points and Reward Coupon balance will be deactivated and invalidated. Program Members who desire to close their account may do so by calling MONAT Customer Care at (888) 867-9987.

In addition, MONAT may close any Program account or membership if a Program Member becomes ineligible at any time, including if the Program account appears to be used for a commercial purpose such as re-sale or if the Program Member's account is otherwise associated with abusive or fraudulent activity. In the event of such a violation, MONAT reserves the right to invalidate improperly awarded or issued VIP Points or Reward Coupons to close your member account altogether and disqualify you from participation of the Program.

If you cancel your Program account or it is cancelled by MONAT due to the above reasons, your accumulated earned VIP Points and Reward Coupon balance will be deactivated and invalidated.

## **XI. ADDITIONAL TERMS:**

- (A) Entire Agreement: You must agree to comply with the Terms of this Membership Agreement as well as MONAT's Privacy Policy.
- (B) Privacy Policy: To join or otherwise participate in the Program, you must acknowledge and agree that the information you provide as a member of the Program will be released to MONAT affiliates as well as third parties to carry out the Program on MONAT's behalf and will otherwise be handled in accordance with MONAT's Privacy Policy.
- (C) Trademarks: "MONAT," as well as related product and service names, design marks and slogans, are registered trademarks of Alcora Corporation.
- (D) The Terms are governed by Florida law.

## **XI. CONTACT US**

For information about the Program and your membership, contact us at:

Phone: (888) 867 -9987

Puerto Rico: (855) 450-0055

US English: [CustomerCareUSA@MONATglobal.com](mailto:CustomerCareUSA@MONATglobal.com)

US Español: [CustomerCareUSA\\_ESP@MONATglobal.com](mailto:CustomerCareUSA_ESP@MONATglobal.com)