

— VIP CUSTOMER PROGRAM

# MONAT GLOBAL AUSTRALIA PTY LTD – VIP CUSTOMER AGREEMENT

Effective April, 2024.

MONAT Global Australia

MONAT®

MONAT Global Australia PTY LTD trading as MONAT Global Australia

VIP CUSTOMER AGREEMENT

By becoming a VIP Customer with MONAT Global Australia PTY LTD (ACN 643 469 818) ("MONAT Australia"), and enjoying the advantages of the VIP Customer Program, you agree to all the terms and conditions set forth below:

**1. VIP Flexship Programme Requirements**

By becoming a MONAT VIP Customer, and joining the VIP Flexship Programme, you agree to the following:

- A. Pay the AUD \$29.95 Enrolment Fee;
- B. Create one enrolment order and one additional Flexship order of AUD \$130 or more; and
- C. You must be 18 years or older.
- D. Reside in Australia or any country that MONAT has officially announced is open for business.

MONAT Australia reserves the right to reject any VIP Customer application and/or terminate any VIP Customer Agreement (where acting reasonably). After becoming a VIP Customer, you may not re-sell your MONAT product purchases.

**2. VIP Customer Programme Perks**

Once an enrolment order and VIP Customer Agreement have been accepted by MONAT Australia, you will receive the following benefits of the VIP Customer Programme, as long as you are a VIP Customer\*:

- 15% DISCOUNT on all MONAT products
- FREE shipping on qualified orders of AUD \$130 (including GST) or more
- Only For You product or alternative item included in each qualifying Flexship order and enrolment order
- Flexibility to choose different products in every order
- Birthday benefit
- Access to Flash Sales, special offers and promotions
- Easy online ordering
- Flexible order scheduling with a Flexship order\*
- Option to upgrade to become an independent MONAT Australia Market Partner.

\*Flash Sales and Promotions do not count as qualifying Flexship orders. The products in Flash Sales and Promotions cannot be added to your regularly scheduled Flexship order.

**3. "MONAT Australia VIP Flexship" Flexible Shipment Programme**

By enrolling as a MONAT Australia VIP Customer via the VIP Flexship Programme you agree to the following terms:

- At the time of enrolment, you must create one Flexship order of AUD \$130 or more.
- You may push out your Flexship order up to (60) days at a time.
- You can customise each Flexship order\* in your VIP Customer account page.
- All Flexship orders will be charged to your credit card or debit card on file with MONAT Australia. Flexship orders will be processed at 6:00 PM AEST on the Flexship ship date selected. Changes to Flexship orders can be made up until 2:00 PM AEST the day prior to the Flexship ship date. By joining the VIP Flexship Programme, you authorise MONAT Australia to charge your credit card or debit card for such Flexship orders.
- You may opt of the Flexship Programme at anytime within your MONAT account page.

\*Flash Sales and Promotions do not count as qualifying Flexship orders.

#### **4. Changes to Flexship orders**

You can change your Flexship order product selection, method of payment, shipment date, or shipping address one day prior to the processing date, from your VIP Customer account page or contact MONAT Australia Customer Care at AuMonatSupport@monatglobal.com or by calling 1800 517 427.

Seven days prior to the processing date of your next Flexship Order, you will receive an automated email reminder confirming your order. Changes to your Flexship order must be made at least one day prior to the processing date.

Flexship orders cannot be scheduled or changed after the 25th of the month.

#### **5. Cancellation of VIP Customer Account**

If you wish to cancel your participation in MONAT's Australia VIP Customer Programme, please contact MONAT Australia Customer Care at AUMonatSupport@monatglobal.com or by calling 1800 517 427.

A. You can upgrade to a MONAT Australia Market Partner at any time in your VIP Customer account page, by contacting your sponsoring Market Partner, or contact MONAT Australia Customer Care at AUMonatSupport@monatglobal.com or by calling 1800 517 427. You may apply the AUD \$29.95 VIP enrolment fee towards the purchase of the Market Partner Starter Kit and/or Product Pack and cancel further VIP Flexship orders without penalty, as long as you do not request to have your VIP Customer account cancelled or your VIP Customer account is not cancelled by MONAT Australia (where acting reasonably) before the upgrade.

#### **6. Change of Sponsor**

MONAT Australia is a direct sales company that markets its products through Independent Market Partners ("Market Partner" or "Market Partners") and VIP Customers "enrol with" a Market Partner who is known as their "Sponsor" upon joining the VIP Programme. Your Sponsor earns commissions and bonuses from the sale of MONAT Australia products to VIP Customers they have sponsored. The transfer of a MONAT Australia VIP Customer from one Sponsor to another is not permitted except when a mistake is made in choosing the correct Sponsor while completing the MONAT online application. Errors must be reported during the initial thirty (30) day period immediately following the date of enrolment with MONAT Australia. Sponsor changes are not permitted after such initial thirty (30) day period. All Sponsor change requests must be approved not only by MONAT Australia, but also by each Sponsor affected by the requested change. To request a Sponsor correction a VIP Customer must contact Customer Service to initiate the request and review process.

#### **7. Shipping and Handling Fees**

All orders of AUD \$130 or more (including GST) receive free shipping while a VIP Customer is enrolled with an active Flexship. However, if you cancel your Flexship, you will not receive free shipping on product orders. Applicable shipping charges will be added to orders below this threshold as specified when you place your order.

##### **Order Handling Fees**

A flat AUD \$2.99 fee on all order types.

#### **8. 30-Day Money-Back Guarantee**

MONAT Australia offers a 30-Day Money-Back Guarantee (less shipping and handling charges) on all orders. If for any reason, you are not satisfied with any MONAT Australia product you buy, you may return the unused portion of the product to MONAT Australia within 30 days of your receipt of the order, for a full refund of the purchase price (less shipping and handling charges). The enrolment fee of AUD \$29.95 is refundable within 30 days of your receipt of the order. All refunds will be credited ONLY to the credit or debit card that was used to make the original purchase.

Each order confirmation email will include a sales receipt with a notice of your rights to cancel that product purchase.

#### **9. Product Returns After 30 Days**

After 30 days, MONAT Australia offers a 90% refund of the purchase price (less shipping and handling charges) on the return of all unopened and unused products. We will happily refund the purchase price (less shipping and handling charges) of the returned item(s) to the original form of payment. Any returns after 90 days from when the VIP Customer receives their order, will not be accepted. The enrolment fee of AUD \$29.95 is non-refundable.

## 10. Product Return and Refund Process

Returns on eligible items are accepted from 31 to 90 days of receipt. Products must be returned unopened/unused, and in their original packaging. To return a product for a refund, you must return it directly to MONAT Australia and follow the steps listed below:

1. You must first obtain a Return Authorisation Number (RMA) by contacting the MONAT Australia Customer Support team on 1800 517 427 or via email at [AuMonatSupport@monatglobal.com](mailto:AuMonatSupport@monatglobal.com). You will need to provide the order number and specify if requesting a full refund or partial refund.
2. Proper shipping boxes and packing materials must be used in packaging the products being returned for replacement or refunded. All returns must be shipped to MONAT Australia shipping pre-paid. MONAT Australia does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the VIP Customer returning the product. If returned product is not received by the MONAT Australia's Distribution Centre, it is the responsibility of the VIP Customer to trace the shipment.
3. The items must be returned to MONAT Australia within 90 days from the date of receipt. Please ship all items to:

MONAT Global Australia PTY LTD  
FDM - MONAT Returns  
7 Eucalyptus Place,  
Eastern Creek NSW 2766

The items must be unopened and unused and with packaging and labeling that has not been altered or damaged.

Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item may not be returned for a refund.

## 11. Receiving a Refund

A refund will be issued once we have received your returned items from the listed RMA process in Section 11. Any items that are damaged when we receive them are not eligible for refund. Refunds do not include any shipping or handling charges, except in the case of faulty or damaged items. Your refund will be credited to the original form of payment used for the original transaction and will be in the amount of the product price less shipping and handling charges. Please note that credit or debit card refunds may take up to 10 business days for your bank to post to your account, depending on their processing times. This can vary greatly among credit or debit card issuers.

## 12. Delays.

MONAT Australia shall not be responsible for delays or failure in its performance when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, death, pandemic, curtailment of a source of supply, or government decrees or orders.

## 13. Governing Law

The laws in force in the State of New South Wales will govern the performance and interpretation of this Agreement and your enrolment in MONAT Australia's VIP Customer Programme. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

## 14. Agreement Changes

MONAT Australia reserves the right to change the prices of its products at any time with a reasonable notice of 30 Days, but MONAT Australia will not change the prices of any order for which it has charged your credit card. MONAT Australia reserves the right to amend this Agreement in its sole and absolute discretion (where acting reasonably). MONAT Australia shall provide reasonable notice of the amendments to the Agreement to all VIP Customers by e-mail before the amendments take effect. Your purchase of products after the date upon which an amendment takes effect shall constitute your acceptance of the amended Agreement. Amendments shall not apply retrospectively prior to the effective date of the amendments.

## **15. Privacy**

MONAT Australia reserves the right to change the prices of its products at any time with a reasonable notice of 30 Days, but MONAT Australia will not change the prices of any order for which it has charged your credit card. MONAT Australia reserves the right to amend this Agreement in its sole and absolute discretion (where acting reasonably). MONAT Australia shall provide reasonable notice of the amendments to the Agreement to all VIP Customers by e-mail before the amendments take effect. Your purchase of products after the date upon which an amendment takes effect shall constitute your acceptance of the amended Agreement. Amendments shall not apply retrospectively prior to the effective date of the amendments.

## **16. Customer Status**

As a VIP Customer you do not have any rights to participate in MONAT's Australia Compensation Plan; you are not a MONAT Australia Market Partner; MONAT Australia 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 Australia; you may not market the MONAT Australia business opportunity or attempt to recruit others; and you may not earn any commissions or bonuses under the MONAT Australia Compensation Plan.

**MONAT Australia VIP Customer Cancellation Request Form**

Please complete the form below to stop your auto ship of the VIP Flexship Programme and/or to cancel your VIP Customer Account and send to MONAT Customer Support by email or post.

**VIP Flexship Programme**

Note: Your cancellation request must be received by MONAT a minimum of 3 business days before your Flexship auto ship date. Keep in mind that we do not process Flexships after the 25th of each calendar month.

Email: [AUMonatSupport@monatglobal.com](mailto:AUMonatSupport@monatglobal.com)

Today's Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

VIP Customer's Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Dear MONAT Australia:**

By this letter, I am providing notice that I wish to cancel my VIP Account with MONAT Australia.

Enrolment Option - Flexship Programme Cancellation

**Reason for Leaving**

- I upgraded to a Market Partner
- Financial Burden
- I have too much product from my previous orders
- I am not happy with the products
- Customer Service-related issues
- Other (please specify)

Check only if enrolled with Flexship Programme  
 I understand that my cancellation request must be received by MONAT a minimum of 3 business days before my Flexship auto ship date.

VIP Customer's Signature:  
 \_\_\_\_\_

**FOR MONAT AUSTRALIA USE ONLY**

Date:  
 \_\_\_\_\_

Number of Flexship orders completed:  
 \_\_\_\_\_

Last Flexship date:  
 \_\_\_\_\_

Cancellation Fees Accessed:  
 \_\_\_\_\_

Staff Signature:  
 \_\_\_\_\_

Date:  
 \_\_\_\_\_