

— VIP CUSTOMER PROGRAMME

# VIP Programme Customer Agreement

Effective 18th January 2021

MONAT Global UK LTD

MONAT®

**MONAT UK Global Ltd**  
**The Pinnacle, Midsummer Boulevard, Milton Keynes, MK9 1BP**

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

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

Town / City: \_\_\_\_\_ County: \_\_\_\_\_ Postcode: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Sponsor's Information

Market Partner ID #: \_\_\_\_\_

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

This Agreement is between you and MONAT Global UK Ltd ("MONAT") and is dated as of the date you enrolled in the VIP Programme with MONAT. By becoming a VIP Customer with MONAT, and enjoying the advantages of VIP Programme you agree to the terms and conditions set forth below in connection with your VIP Membership. MONAT will not allow you to become a VIP Customer without your agreement to the terms in this Agreement.

**1. VIP Customer Programme Requirements**

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

- (a) You must pay a one-time £18 Enrolment Fee
- (b) You commit to the MONAT Flexship Programme (as defined in Section 3 below) under which you must **purchase 3 Flexship** orders (1 Enrolment Flexship order + 2 additional Flexship orders) at a price of £60 or more
- (c) Reside in the United Kingdom or any country that MONAT has officially announced is open for business.

MONAT reserves the right to deny and/or terminate any VIP Customer application.

**2. VIP Customer Programme Perks**

After your enrolment order and VIP Customer Agreement have been accepted by MONAT, you will receive the following perks of the VIP Customer Programme, as long as you are a VIP Customer:

- 15% DISCOUNT on all MONAT products
- FREE shipping on orders of £60 or more (including VAT)
- Only For You product or alternative item included in each qualifying Flexship order
- Flexibility to choose different products in every order
- Birthday gift
- Access to Flash Sales, special offers and promotions
- Easy online ordering
- Flexible order scheduling
- Option to upgrade to become a MONAT 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 Flexship (Flexible Shipment) Programme**

By enrolling as a MONAT VIP Customer, you are signing up for the Flexship Programme. A Flexship order is a flexible and customisable shipment order you choose product for during your VIP Customer enrolment. The parameters of the Flexship Programme are listed below:

- You must purchase (3) qualifying Flexship orders (1 Enrolment order + 2 Flexship orders) of £60 or more in a lifetime.
- 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, and by joining the VIP Customer Programme, you authorise MONAT to make charges to your credit card or debit card for such Flexship orders.
- If you leave the VIP Customer Programme before you have purchased your 3 qualifying Flexship orders, you will be accessed a Cancellation Fee (as defined in Section 5).

\*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 at any time. You can edit your Flexship order online prior to the process date, from your VIP Customer account page or by contacting MONAT Customer Care at UKMonatSupport@monatglobal.com or calling 0800 098 8297. 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 processing date.

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

If your Flexship order is scheduled for the 1st of the month, your Only For You item will auto default.

### **5. Cancellation of VIP Customer Account and Flexship Programme**

As a VIP Customer, you have the option of cancelling your VIP Customer account at any time.

- a. You can cancel without paying a Cancellation Fee within 30 days of receiving your Enrolment order provided you return all products in your order. You must contact MONAT Customer Care (refer to Section 4 above) before the second order has been processed to ship in order to cancel.
- b. Once you have completed 3 or more qualified Flexship orders of £60 or more, you will be able to resign and you will not be charged a Cancellation Fee.
- c. You can upgrade to a MONAT Market Partner at any time in your VIP Customer account page, by contacting your sponsoring Market Partner or contact MONAT Customer Care at UKMonatSupport@monatglobal.com or calling 0800 098 8297. You may apply the £18 VIP enrolment fee toward the Market Partner starter kit and/or Product Pack and cancel further VIP Flexship orders without penalty.

### **6. Cancellation Fees**

By joining MONAT's VIP Programme, you agree to purchase 2 qualifying Flexship orders of £60 or more after your initial enrolment order. MONAT will assess the following cancellation fees if you do not complete the minimum lifetime requirement of 2 qualifying Flexship orders of £60 or more after your initial Enrolment order:

- £19 = Enrolment order only completed
- £15 = Enrolment order + 1 Flexship order completed

If you cancel your VIP Customer account within the first 30 days of receiving your product, your enrolment fee of £18 is refundable. After the first 30 days of receiving your product, your enrolment fee of £18 is non-refundable.

## **7. Completion of Flexship Programme (“VIP for Life”)**

If you fulfil the VIP Flexship Programme requirement, by placing three Flexship Orders (1 enrolment order + 2 Flexship orders of £60 or more), you will continue to enjoy the 15% discount on all MONAT products and access to flash sales and promotions for life. You can cancel your Flexship after three qualifying orders and still enjoy the 15% discount on all MONAT products and access to Flash Sales and promotions. If you cancel your VIP Account after completion of the Flexship membership, you will be removed from the MONAT system entirely and will be required to reapply (refer to Section 1 above) to receive VIP perks in the future.

## **8. Change of Sponsor**

MONAT is a direct sales company that markets its products through Independent Market Partners (“Market Partner” or “Market Partners”). As a VIP Customer “sign up with” a Sponsor (Market Partner) upon joining the VIP Customer Programme. If you do not have one upon sign up, one will be assigned to you. The transfer of a MONAT 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 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 not only by the Company, but also by each Sponsor affected by the requested change.

In order to request a Sponsor change, a VIP Customer must complete a Sponsor Request Change Form and email it to the Company’s Commissions Department at: [SponsorCorrectionSupport@MonatGlobal.com](mailto:SponsorCorrectionSupport@MonatGlobal.com).

## **9. Shipping and Handling Fees; Sales Tax**

All Flexship orders of £60 or more receive free shipping while a VIP Customer is enrolled in the VIP Customer Programme. All orders of £60 or more receive free shipping while a VIP Customer is enrolled with an active Flexship of £60 or more. 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.

## **10. 30-Day Money Back Guarantee**

MONAT offers a 30-Day Money Back Guarantee (less shipping charges) on all orders. If, for any reason you are not satisfied with any MONAT product you buy, you may return the unused portion of the product to MONAT within 30 days of your receipt of the order, for a full refund of the purchase price (less shipping costs). After 30 days, MONAT offers a ninety percent (90%) refund of the purchase price (less shipping charges). Each order email will include a sales receipt with a notice of your rights to cancel that product purchase. The MONAT money back satisfaction guarantee does not affect your statutory rights.

All refunds will be credited **ONLY** to the credit or debit card that was used to make the original purchase.

### **Product Returns After 30 Days**

After 30 days, MONAT offers a 90% refund of the purchase price (excluding shipping charges) on the return of all unopened and unused product. We will happily refund the purchase price (excluding shipping charges) of 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.

## **11. Return and Refund Process**

Returns on items eligible for returns are accepted within 90 days of receipt. Items must be returned unopened/

unused, in their original packaging. To return product for a refund, you must return the products directly to MONAT and follow the steps listed below:

- a. You must first obtain a Return Authorisation Number (RMA) by contacting MONAT Customer Care at UKMonatSupport@monatglobal.com or by calling 0800 098 8297. You will need to provide the order number and specify if requesting a full refund or partial refund. This RMA must then be written on each shipping box returned.
- b. Proper shipping boxes and packing materials must be used when packaging products to be returned. All returns must be shipped to MONAT shipping pre-paid by the Market Partner or Customer. MONAT does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Market Partner or VIP Customer returning the product. If returned product is not received by the MONAT's Distribution Centre, it is the responsibility of the Market Partner or VIP Customer to trace the shipment.
- c. The items must be returned to MONAT within 90 days from the date of purchase. Please ship all items to:  
  
MONAT UK Returns,  
c/o Cygnia Logistics,  
Gowerton Road, Brackmills,  
Northampton, NN4 7BW
- d. The items must be unopened and unused and the with packaging and labeling that has not been altered or damaged.

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

## **12. 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 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 fees. 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.

## **13. Delays**

MONAT 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 outbreaks recognised by the World Health Organisation or local Government, curtailment of a source of supply, or government decrees or orders.

## **14. Governing Law**

The law of England and Wales will govern the performance and interpretation of this Agreement and your enrolment in MONAT's VIP Customer Programme.

## **15. Binding Arbitration**

MONAT reserves the right to change the prices of its products at any time without notice except it will not change the prices of any order for which it has charged your credit card. MONAT reserves the right to amend this Agreement in its sole and absolute discretion. By agreeing to this VIP Customer Agreement and joining MONAT as a VIP Customer, you agree to abide by the most current version of this Agreement as it is amended by MONAT from time to time. "Amendments" to this Agreement shall be effective after MONAT publishes its revised Agreement, but Amendments

shall not apply retroactively prior to the effective date of the Amendment. MONAT shall make the Amended Agreement available to all VIP Customers by one or more of the following methods: (1) posting on MONAT's official website; (2) email; or (3) posting in the VIP Customer's account webpage. Your purchase of products after the date upon which an Amendment takes effect shall constitute your acceptance of the Amended Agreement.

## **16. Data Protection**

The information that you provide to MONAT will be used to administer and manage your relationship with MONAT as a VIP customer including 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 EEA may not offer the same level of protection for such data as the UK. The VIP Customer consents to the Company retaining, processing and disclosing this information in this manner and for these purposes under the appropriate data protection policies that have been implemented by the Company, consistent with the requirements of the General Data Protection Regulation (GDPR) and applicable law. For full details, including your data subject rights, please see our Privacy Policy at [www.monatglobal.com](http://www.monatglobal.com).

## **17. 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.

Revised: 18th January 2021

# MONAT | VIP

## UK VIP Customer Cancellation Request Form

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

**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.**

**By joining MONAT's VIP Programme, you agree to purchase 2 qualifying Flexship orders of £60 or more after your enrolment order. Because you are receiving VIP benefits when you signed up, there is a cancellation fee if you fail to purchase those qualifying Flexship orders. If you cancel after your enrolment order, the cancellation fee is £19. If you cancel after purchasing 2 Flexship orders (Enrolment order + 1 Flexship order), the cancellation fee is £15. If you cancel your account after the first 30 days, the VIP Programme Enrolment Fee of £18 is non-refundable.**

Post: MONAT UK Global Ltd, The Pinnacle, Midsummer Boulevard, Milton Keynes, MK9 1BP

Email: UKMonatSupport@monatglobal.com

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

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

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

### Dear MONAT:

By this letter, I am providing notice that I wish to cancel my VIP Account with MONAT. I understand that if I have not completed my 2 qualifying Flexship order after my enrolment order, I will be charged £19. I understand that if I cancel after completing 2 Flexship orders (enrolment order + 1 Flexship order), I will be charged £15. I also understand that my VIP Enrolment Fee of £18 is not refundable.

#### Reason for Leaving:

- I upgraded to a Market Partner
- I have met my 3 Flexship order commitment and would like to order on my own schedule
- Financial Burden
- I wasn't aware of the 3 Flexship order commitment
- I have too much product from my previous orders
- I am not happy with the products
- Customer Service-related issues
- Other (please specify)
  
- 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 USE ONLY

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

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

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

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

Staff Signature:

\_\_\_\_\_

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