# VIP CUSTOMER AGREEMENT

Effective August 2022

**MONAT Global UK LTD** 

#### **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 MONAT VIP Customer Programme, which includes the VIP Flexship Programme and the All-Inclusive Order Pilot Programme. By becoming a VIP Customer with MONAT and enjoying the advantages of the VIP Customer Programme, you agree to all the terms and conditions set forth below after you have selected one of the following enrolment options:

# 1. VIP Flexship 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 must be 18 years or older.
- (c) Create one enrollment order and one additional Flexship order of £60 or more; and
- (d) 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

Once your enrolment order and your 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 qualified orders of £60 (including VAT) or more
- Only For You product or alternative item included in each qualifying Flexship order or enrolment 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 with a Flexship order\*
- Option to upgrade to become a MONAT Market Partner.

<sup>\*</sup>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 VIP Flexship" Flexible Shipment Programme

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

- At the time of enrollment, you must create one Flexship order of £60 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. By joining the VIP Flexship Programme, you authorize MONAT to charge your credit card or debit card for such Flexship orders.
- You may opt out of the Flexship program at any time within your MONAT account page.

#### 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 or contact 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

If you wish to cancel your participation in MONAT's VIP Customer Programme, please contact MONAT Customer Care at UKMonatSupport@monatglobal.com or calling 0800 098 8297. In addition, you may cancel your participation in MONAT's VIP Customer Programme by completing and mailing the attached VIP Customer Cancellation Request Form to the address indicated on the Form.

As a VIP Customer enrolled in the VIP Flexship Programme, you have the option of cancelling your VIP Customer account at any time. You can cancel your account in the following instances without paying a Cancellation Fee:

- a. You can cancel without paying a Cancellation Fee within 30 days of receiving your enrolment order, provided that you return all products in your order. Please contact MONAT Customer Support at UKMonatSupport@ monatglobal.com or calling 0800 098 8297. In addition, you may cancel your participation in VIP Flexship Programme by completing and mailing the attached VIP Customer Cancellation Request Form to the address indicated on the Form 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 (including VAT) 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.

VIP Customers who enrolled after 1st March, 2022 are not subject to cancellation fees of any kind.

# 6. Cancellation Fees associated with the VIP Flexship Programme

By joining MONAT's VIP Programme, you agree to purchase (3) qualifying Flexship Orders (1 Enrolment order  $\pm$  2 Flexship orders) of £60 (including VAT) or more MONAT will assess the following cancellation fees if you do not complete the minimum lifetime requirement of 2 qualifying Flexship orders of £60 (including VAT) 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.

VIP Customers who enrolled after 1st March, 2022 are not subject to cancellation fees of any kind.

<sup>\*</sup>Flash Sales and Promotions do not count as qualifying Flexship orders.

#### 7. Change of Sponsor

MONAT is a direct sales company that markets its products through Independent Market Partners ("Market Partners" or "Market Partners") and VIP Customers "sign up with" a Sponsor upon joining the VIP Programme. The transfer of a MONAT VIP Customer from one Sponsor to another is not permitted except during the initial thirty (30) day period immediately following the date that a VIP Customer first joins MONAT and is limited to instances where a Market Partner or VIP Customer made a mistake in choosing the correct Sponsor while completing the MONAT online application. 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: SponsorCorrection@MonatGlobal.com.

#### 8. Shipping

All qualifying orders of £60 (including VAT) or more receive free shipping while a VIP Customer is enrolled in the VIP Customer Programme. Applicable shipping charges and applicable sales tax will be charged on all orders, based the total dollar amount of the order. Taxes are calculated according to shipping destination and itemized on the order summary page.

### 9. 30-Day Money Back Guarantee Enrolment Option 1. VIP Flexship Programme

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 charges). The enrolment fee of £18 is refundable. All refunds will be credited ONLY to the credit or debit card that was used to make the original purchase.

# **Enrolment Option 2. All-Inclusive Order Pilot**

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 while enrolling within the All-Inclusive Order Pilot, you can return the entire enrolment order within 30 days of your receipt of the order, for a full refund of the purchase price (less shipping charges).

If the enrolment order is not returned in full, MONAT will not grant a partial refund. After MONAT receives the entire enrolment order, we will cancel the VIP Customer Account upon refunding the entire enrolment order purchase price (less shipping charges). The enrolment fee of £18 is refundable.

# 10. Product Returns After 30 Days

#### **Enrolment Option 1. VIP Flexship Programme**

After 30 days, MONAT offers a 90% refund of the purchase price (less shipping charges) on the return of all unopened and unused product. We will happily refund the purchase price (less 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. The enrolment fee of £18 enrolment fee is non-refundable.

# **Enrolment Option 2. All-Inclusive Order Pilot**

After 30 days, MONAT offers a 90% refund of the purchase price (less shipping charges) on the return of all unopened and unused product, only if the entire enrolment order is returned if enrolled in the All-Inclusive Order Pilot. We will happily refund the purchase price (less 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.

If the enrolment order is not returned in full, MONAT will not grant a partial refund. After MONAT receives the full enrolment order, we will cancel the VIP Customer Account upon refunding the 90% of the purchase price (less shipping charges. The enrolment fee of £18 is non-refundable.

# 11. Product Return and Refund Process

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

1. You must first obtain a Return Authorisation Number (RMA) by contacting the MONAT Customer Support team

- on 0800 098 8297 or by email at UKMONATSupport@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. All returns must be shipped to MONAT shipping pre-paid. MONAT 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's Distribution Centre, it is the responsibility of the VIP Customer to trace the shipment.
- 3. The items must be returned to MONAT within 90 days from the date of purchase. Please ship all items to: MONAT Returns

c/o Cygnia Logistics, Gowerton Road, Brackmills, Northampton, NN4 7BW

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. The amount you will be refunded will be set as follows (less shipping charges):

- 0-30 days Full purchase price (less shipping charges) which includes the enrolment fee of £18, will be refunded.
- $\bullet$  31-90 days 90% of purchase prices (less shipping charges) will be refunded. The enrolment fee of £18 is non-refundable.

#### 13. Delavs.

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, 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 Programme.

# 15. Agreement Changes.

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 notifies you of 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 e-mail. 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.

#### 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: 1st October 2021

# **UK 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.

#### Option 1. 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.

By becoming a MONAT VIP Customer, and joining the VIP Flexship Programme, you agree to purchase (3) qualifying Flexship orders (1 Enrolment order + 2 Flexship orders) of £60 (including VAT) or more. Because you are receiving VIP Customer 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.

#### Option 2. All-Inclusive Order Pilot

By becoming a MONAT VIP Customer in the All-Inclusive Order Pilot, you agree to purchase £125 (including VAT + £18 enrolment fee) or more in your enrolment order. Because you are receiving VIP Customer benefits when you signed up, you will have to reenroll into the VIP Customer Programme if you decide to cancel your account. This would require you to purchase £125 (including VAT + £18 enrolment fee) or more in your enrolment order.

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

Email: UKMonatSupport@monatglobal	om
Today's Date:	Phone Number:
VIP Customer's Name:	Email Address:
Address:	
<b>Dear MONAT:</b> By this letter, I am providing notice that	wish to cancel my VIP Account with MONAT.
£60 (including VAT) or, I will be charged order I will be charged £19. I understand	ed my (3) qualifying Flexship orders (1 Enrolment order $\pm$ 2 Flexship orders) a cancellation fee. I understand that if I cancel after completing the enrolme that if I cancel after completing 2 Flexship orders (enrolment order $\pm$ 1 Flexsherstand that my VIP Enrolment Fee of £18 is nonrefundable if my cancellating
receiving VIP Customer benefits when my account. This would require me to p	IP Customer in the All-Inclusive Order Pilot, I agree that because I am signed up, I will have to reenroll into the VIP Customer Programme if I cancurchase £125 (VAT included + £18 enrolment fee) or more in an enrolment olment Fee of £18 is nonrefundable if my cancellation was initiated after the

Reason for Leaving:	FOR MONAT USE ONLY
☐ I upgraded to a Market Partner	Date:
☐ I have met my 3 Flexship order commitment and would like to order on my own schedule	Number of Flexship orders completed:
☐ Financial Burden	
☐ I wasn't aware of the 3 Flexship order commitment	Last Flexship date:
☐ I have too much product from my previous orders	
☐ I am not happy with the products	Cancellation Fees Accessed:
☐ Customer Service-related issues	
☐ Other (please specify)	Staff Signature:
☐ I understand that my cancellation request must be received by MONAT a minimum of 3 business days before my Flexship auto ship date.	Date:
VIP Customer's Signature:	