

# WEBSITE TERMS OF USE

MONAT Global UK LTD

This website (the "Site") is operated by MONAT (referred to herein as "MONAT", "we", "us" and "our"). Your use of the Site is subject to the following terms and conditions.

### **1. CONSENT:**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE. You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Site and receipt of data, materials and information available at or through the Site, the possibility of our use or display of your Submissions (as defined in Section 9 below) and the possibility of the publicity and promotion from our use or display of your Submissions.

### **2. ADDITIONAL TERMS:**

Note that special terms apply to some services offered on the Site, such as subscription based services, product purchases, rules for particular contests or sweepstakes or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.

### **3. COPYRIGHT:**

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### **5. USE OF SITE AND CONTENT:**

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## **6. LINKING:**

Links to third party websites may be provided on this Site. If so, they are provided solely as a convenience to you. If you use such links, you will leave this Site. We have not reviewed all such third party sites (if any) and do not control and are not responsible for any of these websites and their content. We do not endorse or make any representations about such websites or any information or materials found there, or any results that may be obtained from using them. If you access any third party websites linked from this Site, you do so at your own risk.

No hyperlinks to this Site are permitted without our prior written consent. If you would like to link to this Site from your website, please email request to [compliance@monatglobal.com](mailto:compliance@monatglobal.com). Unless you receive our express written consent, your request to link to this Site shall be deemed denied. Unless otherwise permitted in writing signed by an authorised representative of MONAT, a website that links to this Site

- Shall not imply, either directly or indirectly, that MONAT is endorsing its products;
- Shall not use any of our Trademarks or the Trademarks of our licensors;
- Shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups;
- Shall not disparage us or our products in any way or otherwise negatively affect or harm our reputation and goodwill;
- Shall not present false or misleading information about us or the MONAT opportunity;
- Shall not misrepresent any relationship with us;
- Shall not replicate in any manner any content in the Site; and
- Shall not create a browser or border environment around Site material.

## **7. CLAIM OF COPYRIGHT INFRINGEMENT:**

We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent the information specified below. Please note that this procedure is exclusively for notifying

us that your copyrighted material has been infringed. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of the person authorised to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your physical address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or by the law; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are

the copyright owner or authorised to act on the copyright owner's behalf.

We may give you notice that we have removed or disabled access to certain material by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class post to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to our copyright agent that includes the information below. To be effective, the counter-notification must be a written communication that contains the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you, under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a County Court for the judicial county in which your physical address is located, or if your physical address is outside of the UK, for any judicial county in which MONAT may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Our Copyright Agent for notice of claims of copyright infringement on this Site can be reached as follows:

By Post: Monat Global UK Ltd  
100 Avebury Boulevard  
Milton Keynes  
MK9 1FH

By Email: [copyright@monatglobal.com](mailto:copyright@monatglobal.com)

## **8. SUBMISSIONS:**

For purposes of these Terms of Use, the word "Submissions" means text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audio-visual works, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute on or through this Site.

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By communicating a Submission to us, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth in Section 12 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorise us to exploit, such Submission in all manners contemplated by these Terms of Use. You agree that you shall not

post or transmit to or from this Site including but not limited to any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under the law. See Section 12 below.

#### **9. ACCOUNTS:**

Some services on this Site permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us of any unauthorised use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to this Site.

We may suspend or terminate your account and your ability to use the Site or any portion thereof for failure to comply with these Terms of Use or any special items related to a particular service, for infringing copyright, or for any other reason whatsoever.

#### **10. PUBLIC FORUMS AND COMMUNICATION:**

"Public Forum" means an area or feature offered as part of this Site that offers the opportunity for users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or email function.

You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the Submissions you distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum.

You should be sceptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. We are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to any Submissions that you make to the Site.

#### **11. RULES OF CONDUCT:**

The following Rules of Conduct apply to the Site. By using the Site, you agree that you will not upload, post, or otherwise distribute to the Site any Submission that:

- (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person;
- (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic, or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to

commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;

- infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- is commercial, business related or advertises or offers to sell any products services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site; or
- (a) does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

## **12. REMOVAL OF SUBMISSIONS:**

We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from the Site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

## **13. INTERNATIONAL:**

The Site is intended for viewing and use in the United Kingdom. If this Site is viewed internationally, you are responsible for compliance with applicable local laws.

## **14. PRIVACY:**

MONAT respects your privacy and the privacy of other visitors to the Site. To learn about our privacy practices and policies, please see our Privacy Policy.

## **15. CHILDREN:**

Monat Global is committed to the safety of our children. Persons under the age of 18 may not enrol as MONAT Market Partners or register as customers. Children under the age of 13 may not purchase products through any of our websites. MONAT does not solicit or knowingly collect personally identifiable information from children under the age of 13.

## **16. DISCLAIMER OF WARRANTIES:**

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#### **17. LIMITATION OF LIABILITIES:**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR £100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

WE MAY TERMINATE YOUR FURTHER ACCESS TO THE SITE OR CHANGE THE SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS

OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **18. GOVERNING LAW, JURISDICTION AND VENUE:**

This Site is created and controlled by us in England and Wales. The laws of the England and Wales govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Site shall be filed, and that venue properly lies, only in courts located in England and Wales, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

#### **19. GENERAL PROVISIONS:**

We make no representations that the Content on the Site is appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

#### **20. CONTACTING US:**

You may contact us regarding these Terms of Use or the Site by any of the following methods:

By Post: Monat Global UK Ltd  
100 Avebury Boulevard  
Milton Keynes  
MK9 1FH

BY EMAIL: [UKmonatsupport@monatglobal.com](mailto:UKmonatsupport@monatglobal.com)

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#### **21. REVISIONS**

This policy may be revised and updated by MONAT from time to time in MONAT's sole and absolute discretion. All such changes shall be effective once published by MONAT.

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