



# VIP PROGRAM CUSTOMER AGREEMENT

Effective August 15, 2019



MONAT Global United States

## MONAT GLOBAL CORP

### VIP CUSTOMER AGREEMENT

By becoming a VIP Customer with MONAT Global Corp (“MONAT”), and enjoying the advantages of VIP Membership such as a fifteen percent (15%) discount on products, **Only For You** free gifts, and other benefits, you agree to the terms and conditions set forth below in connection with your VIP Membership.

1. VIP Customer Requirements. To become a MONAT VIP Customer, each applicant must:

- (a) Pay the \$19.99 Enrollment Fee;
- (b) **Commit to purchasing 3 Flexship Orders** (1 Enrollment Order + 2 Flexship Orders) at a price of \$84.00 or more; and
- (c) Reside in the United States, a U.S. Territory, 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.

As set forth in more detail in Section 6 below, after completing your 3 Flexship orders, you will continue to receive 15% off MONAT Products, as long as you do not request to have your VIP account canceled.

2. VIP Customer Benefits. Once an enrollment order and VIP Customer Agreement have been accepted by MONAT, you will receive the following benefits of the VIP Customer Program, as long as you are a VIP Customer\*:

- FREE shipping on orders of \$84.00 or more\*;
- 15% DISCOUNT on all MONAT products;
- **Only For You** LIMITED EDITION product included in each qualifying Flexship order;
- Flexibility to choose different products in every order;
- Earn money towards product with the Refer-A-Friend Program;
- Access to Flash Sales, special offers and promotions;
- Easy online ordering;
- Birthday gift; and
- Option to upgrade to become a MONAT Market Partner.

\*Handling fee applies (see below for details).

3. MONAT Flexship Program. As an added convenience to its VIP Customers, MONAT offers a Flexship Program with convenient scheduled deliveries of MONAT products to your home. To become a VIP Customer, you must register for the MONAT Flexship Program. By registering for the VIP Program, you agree to 3 Flexship deliveries—the enrollment order, plus two additional Flexship orders, each of \$84.00 or more. Those orders will be charged to your credit card on file with MONAT, and by joining the VIP Program, you authorize MONAT to make charges to your credit card for such Flexship orders or for the Cancellation Fee (as defined in Section 5) if you leave the VIP Program before you have purchased your 3 qualifying orders.

You can register for the VIP Program at the MONAT website of your Market Partner or at the MONAT Company website. After your enrollment order, the two additional Flexship orders can be pushed out to a later date on your VIP account page. As a VIP Customer you are also entitled to a 15% discount on all purchases and free shipping on qualified orders (\$84.00 or more). Your VIP Program registration fee is non-refundable if the account is cancelled following the 30-day guarantee. (See Section 9 for Refund details.)

4. Change and Cancellation. You can change your VIP Customer product order selection, method of payment, or the authorized payment amount at any time. You can edit your order online any time, prior to the process date, from your VIP Customer account page or by contacting MONAT Customer Care at (888) 867-9987. Seven days prior to the process date for your next Flexship order, you will receive an automated email reminder confirming your order. Changes to Flexship need to be made at least one day prior to process date. Flexships can't be scheduled after the 25th of each month.

As a VIP Customer, you have the option of cancelling your account in the following circumstances:

- (a) Within 30 days of receiving your first order, provided you return all products received in the initial order. You must contact the Customer Care team before the second order has shipped in order to cancel.
- (b) Once you have completed 3 or more qualified Flexship orders. A qualified Flexship order is \$84.00 or more. If you have completed 3 or more Flexship orders, 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 (888) 867-9987. You may apply the \$19.99 VIP enrollment fee toward the Market Partner starter kit and cancel further VIP Flexship orders without penalty.

5. Cancellation Fee. By joining MONAT's VIP Program, you agree to purchase 2 qualifying Flexship orders of \$84.00 or more after your enrollment 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 enrollment order, the cancellation fee is \$25.00. If you cancel after purchasing 2 Flexship orders (Enrollment order + 1 Flexship order), the cancellation fee is \$19.00. If you cancel, at any time, the VIP Enrollment Fee of \$19.99 is non-refundable.

6. Completion of Flexship Program ("VIP for Life"). If you fulfill the VIP Flexship requirement, by placing three Flexship Orders (1 enrollment order + 2 Flexship orders of \$84.00 or more), you will continue to enjoy the 15% discount on all MONAT products and access to flash sales and promotions. You can cancel your Flexship after completing 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 have to reapply (refer to Section 1 above) to receive VIP benefits in the future.

7. Change of Sponsor. MONAT is a direct sales company that markets its products through Independent Market Partners ("Market Partner" or "Market Partners") and VIP Customers "sign up with" a Sponsor upon joining the VIP Program. 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 are 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 requests for Sponsor changes 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 Correction Request Form and email it to the Company's Commissions Department at: [SponsorCorrection@MonatGlobal.com](mailto:SponsorCorrection@MonatGlobal.com).

8. Shipping and Handling Fees; Sales Taxes. All orders of \$84.00 or more 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 and sales taxes will be added to orders below this threshold as specified when you place your order. All orders are assessed a handling fee as follows: Orders of \$60 or less: \$1.00. Orders of \$60.01 or more: \$2.50. MONAT charges applicable sales tax on all orders.

9. Product Guarantee; Product Returns. MONAT offers a 100% 30-Day money back satisfaction guarantee (less handling charges) to all VIP Customers. 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, for a full refund of the purchase price (less handling charges). After 30 days, MONAT offers a ninety percent (90%) refund of the purchase price (less shipping charges) on the return of all unopened and unused product, that meets the requirements of Section 10 below.

10. Product Return and Refund Process. To return product for a refund, you must return the products directly to MONAT and follow the following directions:

(a) You must first obtain a Return Authorization Number (RMA) by contacting MONAT Customer Service at (888) 867-9987 or by email at [customer@monatglobal.com](mailto:customer@monatglobal.com). You will need to provide the order number and specify if requesting a full refund or partial refund. This RMA must be written on each carton returned.

(b) Proper shipping cartons 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 Center, it is the responsibility of the VIP Customer to trace the shipment.

In order to receive a refund from MONAT pursuant to this policy, the following requirements must be met:

(c) The items must be returned to MONAT within one year from the date of purchase; and

(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.**

11. 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, labor difficulties, riot, war, fire, death, curtailment of a source of supply, or government decrees or orders.

12. Governing Law. The laws of the State of Florida shall govern all matters relating to or arising from this Agreement and your enrollment in MONAT's VIP Program.

13. 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 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) e-mail; or (3) posting in the VIP Customer's Back Office.

Revised: August 15, 2019