

# TERMS AND CONDITIONS

Revised April 26, 2023

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN MONAT'S VIP POINTS, AND REWARD COUPON PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR PARTICIPATE IN THIS PROGRAM.**

**I. INTRODUCING MONAT'S VIP POINTS, AND REWARD COUPONS:** The MONAT VIP Points Program ("Program" or "VIP Points") is a rewards program offered by MONAT Global Corp, and its affiliates ("MONAT", "us" or "our") in the United States. This Member Agreement, as well as all additional policies, terms and conditions referenced and incorporated throughout (collectively, the "Terms"), which may be amended from time-to-time by MONAT at MONAT's sole and exclusive discretion, contain information about the relationship between you and MONAT with respect to the Program.

**II. GENERAL:** By enrolling in, accessing, or otherwise participating in, the Program, you acknowledge that you have read, understood, and unconditionally accept to be bound by the Terms. MONAT reserves the right to modify these Terms, without further notice or compensation to you, and you waive any right to receive specific individual notice of such modifications. Any updates to these Terms will be effective immediately upon posting at [monatglobal.com/vipoints](https://monatglobal.com/vipoints) and your continued participation in the Program constitutes your acceptance to such modifications. These Terms constitute a legally binding agreement between MONAT and each individual who enrolls or otherwise participates in the Program. Accordingly, you expressly represent and warrant that you are eligible for the Program (as described below) and will otherwise comply with these Terms. If you do not agree to all of the Terms now or at any point in the future or you become ineligible for the Program, please contact MONAT Customer Care at (888) 867 -9987 to opt out. These Terms do not alter in any way the terms and conditions of any other agreement you may have with MONAT for other products or services, including the VIP Customer Agreement, and the VIP Customer Program, or MONAT's Policies and Procedures.

Our [Privacy Policy](#) is incorporated into these Terms and Conditions and also governs your participation in VIP Points. Please read the [Privacy Policy](#) carefully to understand how MONAT collects, uses, and discloses information about customers, how to update or change your personal information, and how we communicate with you.

**III. ELIGIBILITY:** The Program is only open to natural persons who are residents of the United States and its territories where MONAT conducts business (including Puerto Rico), who are also at least 18 years of age, and are an existing MONAT VIP Customer.

a. General.

- i. To participate, you must be of the age of majority in your state of residence and reside in the United States or U.S. Territory.
- ii. The Company reserves the right to reject any applications to the Program.

- iii. Each MONAT VIP Customer is limited to one Program account, and only one Program account may be associated with a single email address.
- iv. VIP Customers who upgrade to a MONAT Market Partner will no longer qualify to earn VIP Points or Rewards and will not be able to participate in the Program.
- v. Your VIP Points and Reward Coupons cannot be transferred, traded, auctioned or sold.
- vi. VIP Points is intended for personal use only. Commercial use is prohibited.
- vii. Corporations, businesses, non-profit organizations, governmental agencies or other entities are ineligible to participate in the Program. MONAT may disqualify any such entity discovered to be in the Program, which may include forfeiture of previously issued but unused rewards, discounts, or coupons.

#### IV. ENROLLMENT:

- a. The following individuals will be automatically enrolled into the Program on November 9, 2021: (1) Existing VIP Customers who have an active Flexship template; and (2) VIP Customers who have fulfilled the VIP Flexship Program requirement (1 enrollment order + 2 Flexship orders of \$84 USD or more).
- b. The following individuals will be automatically enrolled into the Program after November 9, 2021: (1) Retail Customers who upgraded their account to a VIP Customer account on or after November 9, 2021; and (2) other individuals whom MONAT has otherwise informed have been enrolled in the Program, such as a new MONAT VIP Customer enrolled after November 9, 2021.
- c. All purchases prior to November 9, 2021, will not be counted towards or applied to the VIP Points.

**V. ABOUT VIP POINTS:** VIP Points is one way in which MONAT endeavors to reward and thank loyal VIP Customers for patronizing our business and purchasing MONAT products. MONAT VIP Customers are able to earn and accumulate "Points" that will be automatically redeemed for a \$15 reward coupon ("Reward Coupon"), with 150 points earning a \$15 coupon.

**i. Qualifying Purchases for \$15 Reward Coupon:** There is no minimum qualifying purchase required to redeem a \$15 Reward Coupon. Final costs of Qualifying Purchases of a Regular Order or Flexship Order are calculated after all discounts are applied, before shipping, handling fees or tax is imposed. Purchases of a Flash Sales and Promotions do not qualify for the redemption of a \$15 Reward Coupons ("Qualifying Purchase(s)").

If MONAT products from a Qualified Purchase that earns VIP Points are subsequently returned or price adjusted, the balance of the VIP Points previously earned will be reduced to reflect any unearned value. The previously earned Reward Coupon is non-refundable.

**ii. VIP Points Member Tiers:** commencing on November 9, 2021, all VIP Customers will begin the Program at a VIP level (Tier 1) and may advance to a VIP + level (Tier 2). Both Tiers will benefit from the following:

**a. VIP Level (Tier 1):** If a Program Member spends \$0 - \$299 in a twelve (12) month period, they may qualify to: (a) receive \$15 Reward Coupon for every 150 VIP Points earned; (b) receive a \$10 Reward Coupon on their MONAT anniversary; (c) earn 10 Bonus Points on processed Flexship.

**b. VIP + Level (Tier 2):** If a Program Member spends \$300 or more in a twelve (12) month period,

the Program Member will advance to a Tier 2, also referred to as "VIP + Member" and may qualify to: (a) receive \$15 Reward Coupon for every 150 VIP Points earned; (b) receive a \$10 Reward Coupon on your MONAT anniversary; (c) earn 20 Bonus Points on processed Flexship Orders; (d) receive an additional coupon exclusively for the redemption of a Surprise & Delight Product.

**i. Surprise & Delight Product Coupon:** may only be awarded once in a Program Member's lifetime and can only be applied towards a Qualifying Purchase of USD 84 or more. Cannot be combined with another Reward Coupon, nor can it be redeemed on Flash Sales or Promotion Purchases.

**iii. VIP Points Earn Rate:** MONAT VIP Customers can earn VIP Points at the rate of 1.5 points for every \$1 spent on all Qualifying Purchases.

- a. VIP Points can be in "pending status" for up to 48 – 72 hours, to allow for proper processing and shipment of a purchase.
- b. VIP Points are equal to one US Dollar, less shipping and handling fees, taxes, VIP Customer Discount, MONAT Purchase +™ discounts, and other accumulated promotional discount(s).
- c. VIP Points will reset on the date of your VIP Customer account renewal from the point in which a VIP Customer enrolls into the Program.
- d. There is no limit to the number of points that can be earned per calendar month.

**iv. VIP Points Issued or Balance Carry-Forward:** VIP Points will automatically expire twelve (12) months after they are earned and may only be redeemed prior to its expiration. Any remaining VIP Points balance that does not meet the 150 VIP Point threshold (after the Rewards Coupon has been issued) will carry-forward to be saved in the Rewards Dashboard located on your VIP Customer account ("Rewards Dashboard") and stored for future use or until its expiration. The Rewards Dashboard is made available by logging into your MONAT VIP Customer account profile.

**v. Reward Coupon Earn Rate:** MONAT VIP Customers will earn a \$15 Reward Coupon for every 150 VIP Points Earned ("Reward Coupon"). (i.e., 150 VIP Points equates to a \$15 Reward Coupon). VIP Points are automatically converted to a Reward Coupon upon meeting the 150 VIP Point threshold. There is no limit to the amount of Reward Coupons that can be earned by a VIP Customer.

**vi. Reward Coupon Redemptions:**

- a. Each activated and issued Reward Coupon can be redeemed only during its stated redemption window listed in your Rewards Dashboard. The redemption window for the Reward Coupon will be 90 days from issuance of the Reward Coupon ("Redemption Window"). Any Reward Coupon that is unused in the VIP Customer's Rewards Dashboard will expire after that redemption window. The redemption window for your Reward Coupon and other coupon details may be found on the Rewards Dashboard and other communications issued by MONAT. The Reward Coupon and other dollar-off discounts will be applied after total purchase of discounts, less shipping, handling and taxes.
- b. A Reward Coupon may be Redeemed by copying an individualized coupon code generated in the Rewards Dashboard.
- c. Reward Coupons may not be redeemed (1) to purchase MONAT Gear merchandise or gift cards; (2) to purchase cause merchandise or other charitable items, such as MONAT Gratitude;

(3) as price adjustments on prior purchases; (5) to pay for any services or fees, including taxes, shipping and handling, or Cancellation Fees; (6) if VIP Customer account is canceled, or terminated; (7) a VIP Customer upgrades their account to a Market Partner account; (8) if combined with other Reward Coupons or discount coupons.

d. If MONAT products purchased earning Reward Coupons and VIP Points are subsequently returned or price adjusted, the value of the VIP Points previously earned and/or the amount of the Product refund will be reduced to reflect any unearned value. Return value or merchandise purchased with Reward Coupons may be subject to adjustment.

e. Reward Coupons may not be exchanged or returned for another product or service or reimbursement. If you return products in whole or in part and VIP Points were applied to your order, you may only receive a VIP Points for the portion of the purchase in which you paid for. The VIP Points of such order will be removed from your Rewards Dashboard and cannot be reused.

f. Only one Reward Coupon can be applied per Regular Order or Flexship Order.

g. Reward Coupon is nontransferable.

h. Reward Coupon terms are subject to change at any time.

i. Reward Coupons shall expire on the date noted in the VIP Customer's account, no less than 90 days from the date of issuance.

#### VI. OTHER PROGRAM FEATURES & BENEFITS:

**i. Offers:** Members will receive several special offers throughout a twelve 12-month period. Offers may include, but are not limited to, percent-off and dollar-off coupons. Offers under the Program are only available while supplies last. MONAT may make substitutions of offers, in its sole discretion, without the requirement to match or exceed a prior offer.

**ii. Limited Time Promotions:** MONAT may, in its sole discretion, run special limited time promotions available only to VIP Customers, or select members within this group.

**iii. Other Benefits:** MONAT may, in its sole discretion, provide additional Program features and benefits to VIP Customers, whether made available for a limited time or on a consistent basis.

**VII. PROGRAM ACCOUNT ACCESS & MEMBER COMMUNICATIONS:** You may access the Program and view your membership activity and VIP Points balance, as well as view the most current Program information and these Terms and Conditions, at <https://www.monatglobal.com/vippoints> and through your MONAT VIP Customer account page. By enrolling, accessing or otherwise participating in the Program, you agree to receive transactional emails and promotional email offer updates from MONAT. Program Members may unsubscribe from promotional emails at any time via the unsubscribe link in those emails; provided, however, if you unsubscribe from MONAT's promotional e-mails, you may no longer receive those Program benefits which are distributed by email. For information about your membership or if you wish to cancel your enrollment of the Program, contact MONAT Customer Care at (888) 867 -9987.

**VIII. PROGRAM MODIFICATION AND TERMINATION:** The Program, its benefits, and the

interpretation or application of its Terms are offered at the sole discretion of MONAT. MONAT reserves the right to modify the Program and any of its terms, features, or benefits at any time with or without notice to you (including without limitation, the rate at which VIP Points or Reward Coupons can be earned). The Program has no predetermined termination date and may continue until such time as MONAT elects, in its sole discretion, to terminate the Program. MONAT reserves the right to add, remove, modify, or otherwise change promotional opportunities at any time, in its sole discretion, with or without notice to any Program Member.

**IX. MONAT PROGRAM ACCOUNT CLOSURE:** MONAT may, in its sole discretion, close any VIP Customer accounts enrolled in the Program ("Program Member" or "Program Account") as it deems, in its sole discretion, inactive. Inactive VIP Points and Reward Coupons may include, without limitation, those Program accounts which have not been used to purchase products within the preceding twelve (12) consecutive months. Program Members who desire to close their account may do so by calling MONAT Customer Care at (888) 867 -9987.

In addition, MONAT may close any Program account or membership if a Program Member becomes ineligible at any time or if any of these Terms are violated, including if the Program account appears to be used for a commercial purpose such as re-sale or if the Program Member's account is otherwise associated with abusive or fraudulent activity. In the event of such Term(s) violation, MONAT reserves the right to invalidate improperly awarded or issued VIP Points or Reward Coupons to close your member account altogether and disqualify you from participation of the Program.

If you cancel your Program account or it is cancelled by MONAT, your accumulated earned VIP Points and Reward Coupon balance will be deactivated and invalidated. MONAT is not responsible for any rewards lost due to such inappropriate activity.

#### **X. ADDITIONAL TERMS:**

**(a) Entire Agreement:** You agree to comply with Terms of this Member Agreement, as well as the terms and conditions of the following (all of which are referred to as "Terms" in Section II of this Member Agreement): (i) MONAT's Privacy Policy (referenced below); (ii) MONAT's Legal Notices; (iii) any and all other policies and rules as set forth in Program materials, either in print or on the Program web site or any MONAT applications (apps). New Terms may be added or existing Terms may be amended from time-to-time. The Terms, as so amended, will be posted on the Program web site or your account back-office, and your continued participation in the Program thereafter will constitute acceptance of all such updated terms.

**(b) Privacy Policy:** By enrolling or otherwise participating in the Program, you acknowledge and agree that the information you provide as a member of the Program will be released to MONAT affiliates as well as third parties to carry out the Program on MONAT's behalf and will otherwise be handled in accordance with MONAT's Privacy Policy.

**(c) Trademarks:** "MONAT", as well as related product and service names, design marks and slogans, are registered trademarks of Alcora Corporation.

**(d) ARBITRATION:** PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU SEND US THE REJECTION NOTICE DESCRIBED IN THIS PROVISION, OR OTHERWISE FALL UNDER AN EXCEPTION AS DESCRIBED BELOW, THIS PROVISION WILL APPLY TO YOU. THIS SECTION PROVIDES THAT REWARDS DISPUTES MAY BE RESOLVED BY EITHER YOU OR MONAT THROUGH

BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES CAN BE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA) AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.

Any dispute, controversy or claim arising out of or relating to or in connection with the Member Agreement, or the breach, termination, or validity thereof, shall be settled by arbitration administered by The American Arbitration Association ("AAA") under its Commercial Arbitration Rules (available to view at [www.adr.org](http://www.adr.org)), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties waive all rights to trial by jury or by any court. Copies of the AAA's Commercial Arbitration Rules will be emailed to Market Partners upon request to MONAT's Legal Department. Notwithstanding the rules of AAA, the following shall apply to all arbitration proceedings:

- a) The Federal Rules of Evidence shall apply in all cases;
- b) The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- c) The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- d) The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days; and
- e) The parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in the City of Miami, Florida unless the laws of the state in which a Program Member resides expressly requires venue in such state, in which case the arbitration shall be held in the capital of that state. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions, and who shall be knowledgeable in the Direct Selling Industry, selected from the panel which the AAA provides. If the parties cannot agree on an arbitrator, the AAA will choose an arbitrator from the panel that meets all necessary criteria. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All issues of arbitrability or whether a matter is properly brought before an arbitrator for arbitration shall be determined solely by the arbitrator.

Each party to the arbitration shall be responsible for its own costs and expenses of arbitration including legal and filing fees. The parties shall equally share the AAA's administrative fees and the arbitrator's compensation. However, if the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable, out-of-pocket expenses related to the arbitration. Including filing fees, arbitrator compensation, attorney fees and legal costs. The decision of the arbitrator shall be final and binding on the parties and may, if necessary be reduced to a judgment in any court of competent jurisdiction.

This arbitration provision shall survive any termination or expiration of the Member Agreement.

**XI. INDEMNITY:** To the fullest extent permissible by applicable law, you agree to indemnify and hold MONAT and its affiliates, licensors, shareholders, directors, officers, members, contractors, sub-contractors, managers, employees, agents, and representatives, harmless from and against any damages or losses of any nature whatsoever (including attorneys' fees and court costs) arising from any claim, cause of action, suit or demand of any third party due to, arising out of or related to the Program.

**XII. LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IF YOU DISAGREE WITH THESE TERMS, AS MAY BE AMENDED FROM TIME TO TIME, YOUR SOLE AND EXCLUSIVE REMEDY IS TO (A) DISCONTINUE USING, ACCESSING AND PARTICIPATING IN THE PROGRAM, (B) NOT MAKE A PURCHASE AND/OR (C) RETURN ANY ELIGIBLE PURCHASE WITHIN NINETY (90) DAYS OF PURCHASE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE, YOUR PURCHASE OF THE PRODUCTS OR ACCESSING AND PARTICIPATING IN THE PROGRAM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER MONAT, ALCORA CORPORATION NOR THEIR AFFILIATES (REFERRED TO COLLECTIVELY HEREIN AS "THE MONAT COMPANIES"), NOR ANY OF THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR SITE SERVICE PROVIDERS WILL BE LIABLE TO ANY PARTY FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR SOLICITATIONS, ADVERTISING PURCHASES ON OUR WEB SITE, OR FOR USE OF THIS SITE OR ANY OTHER HYPERLINKED WEBSITES INCLUDING, WITHOUT LIMITATION, DAMAGES, LOSSES, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT, BUSINESS INTERRUPTIONS, LOSS OF DATA OR DAMAGES RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE OR RELIANCE ON THE INFORMATION PRESENT. THIS LIMITATION OF LIABILITY APPLIES WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE, STATUTE OR TORT, EVEN IF THE MONAT COMPANIES OR SITE SERVICE PROVIDERS ARE EXPRESSLY ADVISED ABOUT, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU SHALL DEFEND, INDEMNIFY AND HOLD THE MONAT COMPANIES AND SITE SERVICE PROVIDERS HARMLESS AGAINST ANY SUCH DAMAGES OR LOSSES. FOR PURPOSES HEREOF, "SITE SERVICE PROVIDERS" SHALL MEAN THIRD-PARTY SERVICE PROVIDERS THAT PROVIDE SITE SERVICES TO THE MONAT COMPANIES THAT CONTRIBUTE TO THE FUNCTIONALITY OF THE SITE AND THE PROGRAM.

THE LIMITATIONS OF LIABILITY ABOVE ARE BINDING IN THE STATE OF FLORIDA. HOWEVER, IN SOME OTHER JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, THE FOREGOING LIMITATIONS ON LIABILITY MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IF ANY PART OF THIS LIMITATION OF LIABILITY IS DETERMINED TO BE UNENFORCEABLE OR INVALID FOR ANY REASON, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE MONAT COMPANIES AND SITE SERVICE PROVIDERS UNDER SUCH CIRCUMSTANCES FOR DISPUTE(S) THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000).

**XII. CONTACT US:** For information about the Program and your membership, contact us at:

Phone: (888) 867 -9987

US English: [CustomerCareUSA@Monatglobal.com](mailto:CustomerCareUSA@Monatglobal.com)

US Español: [CustomerCareUSA\\_ESP@Monatglobal.com](mailto:CustomerCareUSA_ESP@Monatglobal.com)