

— VIP CUSTOMER PROGRAM

# VIP Customer Agreement

Effective June 1, 2022

MONAT Global United States

M O N A T<sup>®</sup>

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## VIP Customer Agreement

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Effective June 1, 2022

This Agreement is between you and MONAT Global Corp. ("MONAT") and is dated as of the date you enrolled in the VIP Customer Program and VIP Points Rewards Program with MONAT. By becoming a VIP Customer with MONAT and enjoying the advantages of the VIP Customer Program, you agree to all the terms and conditions set forth below. MONAT will not allow you to become a VIP Customer without your agreement to the terms in this Agreement. Please see terms and conditions for the VIP Points Program for more information or visit [www.monatglobal.com/vippoints](http://www.monatglobal.com/vippoints).

### 1. VIP Customer Program Requirements

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

- a. You must pay a one-time \$19.99 Enrollment Fee.
- b. You commit to the MONAT Flexship Program (as defined in Section 3 below) under which you must purchase 3 Flexship orders (1 Enrollment order + 2 additional Flexship orders) at a price of \$84 or more.
- c. You must 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 or terminate any VIP Customer account. After becoming a VIP Customer, you may not re-sell your MONAT product purchases.

### 2. VIP Customer Program Perks

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

- 15% DISCOUNT on all MONAT products
- FREE shipping on Flexship orders of \$84 USD or more
- VIP Points access
- 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) Program

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

- You must purchase (3) qualifying Flexship orders (1 Enrollment order + 2 Flexship orders) of \$84 USD or more in a lifetime.
- You may push out your Flexship order up to (60) days at a time.
- You can customize 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 Program, you authorize MONAT to make charges to your credit card or debit card for such Flexship orders.
- If you leave the VIP Customer Program before you have purchased your 3 qualifying Flexship orders, you will be assessed 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 (888) 867-9987 or via email:

- US English: CustomerCareUSA@Monatglobal.com
- US Español: CustomerCareUSA\_ESP@Monatglobal.com

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 Program

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 Enrollment 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 \$84 USD 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 (888) 867-9987. You may apply the \$19.99 VIP enrollment 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 Customer Program, you agree to purchase 2 qualifying Flexship orders of \$84 USD or more after your initial Enrollment order. MONAT will assess the following cancellation fees if you do not complete the minimum lifetime requirement of 2 qualifying Flexship orders of \$84 USD or more after your initial Enrollment order:

- \$25 USD = Enrollment order only completed
- \$19 USD = Enrollment order + 1 Flexship order completed

If you cancel your VIP Customer account within the first 30 days of receiving your product, your enrollment fee of \$19.99 USD is refundable. After the first 30 days of receiving your product, your enrollment fee of \$19.99 is non-refundable.

## 7. Completion of MONAT Flexship Program ("VIP for Life")

If you fulfill the VIP Flexship Program requirement, by placing 3 qualified Flexship orders (1 enrollment order + 2 Flexship orders of \$84 USD 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 account after completing three qualifying orders and still enjoy the 15% discount on all MONAT products, access to flash sales and promotions.

If you cancel your VIP Customer Account after completion of the MONAT Flexship Program, you will be removed from the MONAT system entirely and will have to reapply (see Section 1 above) to receive VIP Customer 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, you must "sign up with" a Sponsor (Market Partner) upon joining the VIP Customer Program. 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 Correction Request 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 \$84 USD or more receive free shipping while a VIP Customer is enrolled in the VIP Customer Program. 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.

All orders are assessed a handling fee as follows:

- Orders of \$60 or less: \$3.00
- Orders of \$60.01 or more: \$4.49

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

MONAT offers a 30-Day Money Back Guarantee (less shipping and handling 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 and handling charges).

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 and handling charges) on the return of all unopened and unused product. We will happily refund the purchase price (excluding shipping and handling 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 Authorization Number (RMA) by contacting the MONAT Customer Care team at (888) 867-9987 or by email at:

- US English: CustomerCareUSA@Monatglobal.com
- US Español: CustomerCareUSA\_ESP@Monatglobal.com

You will need to provide the order number and specify if requesting a full refund or partial refund.

B. Proper shipping cartons and packing materials must be used when packaging products to be returned. All returns must be prepaid 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 Customer returning the product. If returned product is not received by the MONAT's Distribution Center, it is the responsibility of the Market Partner or 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 Returns  
3450 NW 115th Ave. Miami, FL 33178

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 or handling 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 and handling 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, labor difficulties, riot, war, fire, death, pandemic outbreaks recognized by the World Health Organization or Federal Government, curtailment of a source of supply, or government decrees or orders.

## 14. 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 Customer Program.

## 15. Binding Arbitration

In the event of any controversy, claim or dispute ("Claim") arising out of or relating to any provision of this Agreement, or the breach of this Agreement, or any products delivered by MONAT to the VIP Customer, including product issues or problems with the products or reactions to the products, the Claim shall be heard and settled solely and exclusively by binding arbitration, under the Rules of the American Arbitration Association, by a single arbitrator appointed in accordance with such Rules. All documents and correspondence in relation to those disputes shall be drafted in English and the arbitration shall be conducted in English. The arbitrator to be appointed shall have a good working knowledge of the English language. The place of arbitration shall be the capital of the state or province where the VIP Customer resides. The arbitration award shall be final, binding and not subject to appeal and shall be enforceable in any court of competent jurisdiction. The party in whose favor the arbitration award is rendered shall be entitled to recover the costs and expenses of the arbitration panel. However, the parties shall each be responsible for their own legal fees.

## 16. 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 Amendent. MONAT shall make the Amended Agreement available to all VIP Customers by one or more of sting on MONAT's official website; (2) e-mail; or (3) posting in the VIP Customer's Back Office