



General Terms and Conditions of the ESSENS Club Membership

The ESSENS Club is represented by ESSENS DISTRIBUTION s.r.o., Company Reg. No.: 06167322, Tax ID No.: CZ06167322, with its registered office in Zaoralova 3045/1e, 628 00 Brno, Czech Republic, hereinafter referred to only as ESSENS. On the 28th of June 2021 the Franchise Agreement was entered into by and between ESSENS, as the Franchisee, and ESSENS EUROPE SE, as the Franchisor, based on which ESSENS is guaranteed the positions of exclusive dealer of the ESSENS brand products and the related brands, hereinafter referred to only as the ESSENS PRODUCTS.

1. The ESSENS Club member - hereinafter referred to only as the MEMBER, i.e., natural person older than 16 years of age or a legal entity.
2. The ESSENS Club membership is formed on the day the member registers ON-LINE using any official ESSENS website.
3. After successfully registering ON-LINE, the MEMBER receives the membership confirmation and the member ID and unique password sent to the e-mail address provided during the registration process. These data are necessary in order to enter/log in to any member sections of any official ESSENS web sites ("Member Account"). The MEMBER undertakes to provide all requested identification and contact details when creating his/her Member Account and in case of change to update these data on any official ESSENS websites in My Office - My Profile - Contact Details tabs. ESSENS is not liable for incorrect contact details of the MEMBER in ESSENS records and subsequent delivery issues during official communication between ESSENS and the MEMBER.
4. ESSENS is not liable for any damage caused by the MEMBER disclosing his/her Member ID or Password to third persons.
5. The MEMBER can have only one Member ID. In case any additional registrations are ascertained even if these registrations are covert, only the first registration is valid and all additional registrations will be annulled.
6. Using his/her Member Account the MEMBER can order/purchase the ESSENS PRODUCTS for membership/loyalty prices.
7. If the MEMBER is eligible for payment of a turnover commission based on the ESSENS Marketing Plan, the payment is governed by the Conditions for Payment of Commission to the ESSENS Club member applicable in the MEMBER's country. The MEMBER is not a sales representative of ESSENS or any of ESSENS franchisees.
8. The MEMBER is entitled to provide a third person with a unique hypertext link based on which the customer can order/purchase the ESSENS PRODUCTS for a limited period of time. For such purchase the MEMBER is entitled to payment of broker's commission that is governed by the Conditions for Payment of Commission to the ESSENS Club Member applicable in the MEMBER's country.
9. The MEMBER gets points for every personal or broker order/purchase of specified ESSENS PRODUCTS. The list of ESSENS PRODUCTS allocated with points and the amount of points for ordering/purchasing these ESSENS PRODUCTS is available on any official ESSENS web sites or you can request this information from the respective ESSENS franchisee.
10. The MEMBER is obligated to provide correct information about prices, properties and availability of the ESSENS PRODUCTS to third persons, persons interested in the ESSENS Club membership or other MEMBERS in a clear way and using data corresponding with the data from up-to-date information, advertising and special-event materials issued by ESSENS or its respective ESSENS franchisee with respect to the fact that ESSENS PRODUCTS are original products duly and properly registered and certified for the specific market. The MEMBER cannot mislead persons interested in ESSENS products or cooperation with ESSENS by using comparative advertising or comparisons to products of other brands; in the event that the MEMBER violates this condition, the MEMBER shall be liable for any damages and costs incurred, which ESSENS shall be entitled to claim through the court system. All required information is available in official printed publications and presentation materials issued by ESSENS or on the ESSENS official web sites and social media administered by ESSENS or by the respective ESSENS franchisee.
11. The MEMBER is obligated to provide correct information about prices, properties and availability of the ESSENS PRODUCTS to third persons, persons interested in the ESSENS Club membership or other MEMBERS in a clear way and using data corresponding with the data from up-to-date information, advertising and special-event materials issued by ESSENS or its respective ESSENS franchisee with respect to the fact that ESSENS PRODUCTS are original

products duly and properly registered and certified for the specific market. The MEMBER cannot mislead persons interested in ESSENS products or cooperation with ESSENS by using comparative advertising or comparisons to products of other brands; in the event that the MEMBER violates this condition, the MEMBER shall be liable for any damages and costs incurred, which ESSENS shall be entitled to claim through the court system. All required information is available in official printed publications and presentation materials issued by ESSENS or on the ESSENS official web sites and social media administered by ESSENS or by the respective ESSENS franchisee.

- 12.** a) The MEMBER undertakes to refrain from conduct that might cause harm to ESSENS in any way or that may cause financial or other damage to ESSENS, any of the ESSENS franchisees, any other MEMBER or end consumer of the ESSENS PRODUCTS. In case of any business activities unrelated to ESSENS the MEMBER undertakes to refrain from conduct consisting in abusing any personal data or contact details of other MEMBERS or business information and know-how obtained in connection with the cooperation with ESSENS during the active membership in the ESSENS Club and also in case the membership is suspended or cancelled. Otherwise, ESSENS will recover any costs incurred through the courts process. b) It is permissible to actively engage in other MLM company; however, they must not offer a similar product range to ESSENS, namely perfumes, food supplements, decorative cosmetics or cleaning products. c) If you have an active partnership with another MLM (discreet activity included) in other MLM companies, you will be excluded from all ESSENS incentive programmes. d) You must not use the same advertising platform for ESSENS as any other MLMs. e) Approaching ESSENS members outside of your structure for cooperation with another MLM is strictly prohibited.
- 13.** The MEMBERS will ask for permission granted by ESSENS or respective ESSENS franchisee regarding any individual publications or individual advertising containing any of the ESSENS logos, word or phrase containing ESSENS or the ESSENS graphics.
- 14.** The MEMBER is obligated to monitor any potential changes in the information materials and on the official ESSENS web sites or the respective ESSENS franchisee, in the General Terms and Conditions of the ESSENS Club Membership, associated conditions and rules that will be sent to the MEMBER by ESSENS by e-mail or published on the official ESSENS web sites.
- 15.** Any changes in these General Terms and Conditions of the ESSENS Club Membership, associated conditions and rules take force and become effective on the day they are published on the official ESSENS web sites.
- 16.** In case any of the provisions contained in these General Terms and Conditions of the ESSENS Club Membership are violated, the membership of the MEMBER can be temporarily suspended and reasonable time can be specified for correcting.
- 17.** The ESSENS Club Membership is hereditary. The ESSENS Club Membership can be transferred to a third person that is not yet a MEMBER, subject to the consent granted by ESSENS in writing and under the condition that the respective applicable laws of the country are observed.
- 18.** The Membership is terminated (a) if a MEMBER with a new registration does not place a personal order/purchase of any points allocated ESSENS PRODUCTS within 30 calendar days from the day the MEMBER registered ONLINE, (b) if the MEMBER does not place a personal order/purchase of any point-awarded ESSENS PRODUCTS within the past 365 calendar days and fails to do so within the period of 30 calendar days from the day a notice to correct is sent by ESSENS to the MEMBER, (c) by agreement reached between ESSENS and the MEMBER, (d) by a onesided termination of membership by either Party, termination by ESSENS is subject to repeated violations of the General Terms and Conditions of the ESSENS Club Membership or failure to correct within the specified period if the membership in the ESSENS Club has been suspended. Notice to correct or termination of membership takes effect upon its electronic delivery to the MEMBER's e-mail address provided during the registration process or updated on the official ESSENS web sites in the tab My Office – My Profile – Contact details or the inbox in My Office – ESSENS messenger tab, both accessible from any official ESSENS web sites after the MEMBER logs in.
- 19.** In the event that the MEMBER's membership in the ESSENS Club terminates for any reason, with the exception of the termination of membership pursuant to para 18 (a) above, they are not entitled to make a new registration of ESSENS Club membership for a period of 365 days from the date of termination of his ESSENS Club membership; in the event of a breach of this time exclusion, ESSENS reserves the right to terminate the membership with immediate effect.
- 20.** Unenforceability or nullity of any of the provisions or part thereof cannot be construed as unenforceability or nullity of the remaining provisions contained in these General Terms and Conditions of the ESSENS Club Membership. The laws applicable in connection with membership in ESSENS Club are the laws of the Czech Republic. In cases not regulated by the General Terms and Conditions of ESSENS Club Membership, the relevant terms and conditions or rules shall be governed by the Civil Code, Act No. 89/2012 Coll., as amended, and the competent court shall be the Municipal Court in Brno, Czech Republic.

- 21.** The Customer acknowledges that the Seller is not obliged to conclude a purchase agreement by sending the ordered goods if, as a result of a material error caused by a technical and/or transcription error of the Seller, the Customer orders the goods at an obviously incorrect price, i.e. at a price significantly lower and/or higher than the usual market value of the goods, published on the web interface of the online store and/or specified during the creation of the order ("incorrect price").
- 22.** If a purchase agreement for goods with an incorrect price has already been concluded, the Seller is entitled to withdraw from it. The Seller shall immediately notify the Customer via the Customer's email address specified in the relevant order and/or via the Customer's member account registered in the ESSENS Club that they are withdrawing from the purchase agreement for goods with an incorrect price and for what reason. If the customer has already paid for the goods with an incorrect price, the seller will return the customer funds in the amount corresponding to the price of the goods with an incorrect price, or together with the costs of returning the goods with an incorrect price in the amount corresponding to the cheapest method of shipping according to the current terms and conditions of the online store, within fourteen days from the date of returning the goods with an incorrect price in accordance with the procedure set out in Article 3, point iv. of these terms and conditions, using the same means of payment as when paying for the order price of the goods with an incorrect price, unless the seller and the customer agree otherwise.

