



DuoLife

## DUOLIFE CLUB TERMS AND CONDITIONS

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These DuoLife Club Terms and Conditions (the "**Terms**") govern a membership of each Club Member (as defined hereby), who has decided to join the DuoLife Club, by registering his/her Account (as defined hereby).

By registering the Account (as defined hereby), each Club Member (as defined hereby) agrees to be bound by these Terms and all exhibits thereto (including: (1) DuoLife Compensation Plan, (2) DuoLife Club Rules and Procedures; (3) Terms and Conditions for the Sale of Goods; (4) Table of fees and commissions; (5) Privacy Policy), and comply therewith. Each Club Member (as defined hereby) also confirms and acknowledges that registration in the Club and acquiring a status of the Club Member (as defined hereby) can only take place in accordance with these Terms and applicable law.

### Definitions:

**Account** – an individual account of each Club Member created at the Portal according to these Terms.

**Active Status** – it is regarding Own Activity. Club Members have active status if they have placed and paid at least one order in a given Settlement Period within 12 months.

**Club Member** – an individual of 18 years of age or older, or a business entity, who has registered with the DuoLife Club.

**Club Member Panel** – a room on the Site connected to the Account, available to the Club Member, where such Club Member inserts, manages and stores his/her personal data, and other information related to membership.

**Commission** – funds accumulated in the Virtual Wallet calculated in accordance with the DuoLife Compensation Plan.

**Customer** – an individual or an entity that buys Products at retail prices from Club Members.

**DuoLife** – DuoLife S.A., a Polish corporation, with its seat Wieckowice, ul. Topolowa 22, 32-082 Wiekowice (Poland), entered into the National Court Register under the KRS number 0000638495, NIP (Tax Identification number): 6751485320, REGON: 122746305.

**DuoLife Club** – a program created by DuoLife, where Products are distributed for the personal use of Club Members or for resale to Customers.

**DuoLife Compensation Plan** – compensation plan that constitutes Exhibit 1 to these Terms, and is incorporated herein by reference.

**DuoLife Club Rules and Procedures** – rules governing DuoLife Club membership that constitute Exhibit 2 to these Terms, and are incorporated herein by reference.

**Order** – An offer to buy Products governed by Terms and Conditions for the Sale of Goods made by the Club Member through the Portal.

**Own Activity** – monthly purchase of DuoLife products or services with a Point Value, defined in the Compensation Plan as the level of consumer or business activity.

**Point Value** – the number of points assigned to a given product or service, which is the basis for calculating Commissions according to the rules contained in the Compensation Plan.

**Portal** – has the same meaning as Site.

**Privacy Policy** – policy governing personal data provided by Club Members that constitutes Exhibit 5 to these Terms, and is incorporated herein by reference.

**Product** – goods and services available on the Site.

**Recommendation Marketing** – marketing activities aimed at generating product or service recommendations among consumers by enabling them to have personal experience with the product and supporting the spread of these recommendations using appropriate tools.

**Recommending Person** – a Club Member who enrolls a new Club Member in that Club Member's Structure.

**Settlement Period** – the period from the 16th of a given month to the 15th day of the next calendar month in which, after adding up the turnover, Commissions are calculated in accordance with the applicable DuoLife Compensation Plan.

**Site** – the online service available at [www.DuoLife.eu](http://www.DuoLife.eu).

**Sponsor** – a Club Member under whom a new person is directly registered in the Career Structure.

**Structure (Discount and Career)** – a structure that the Club Member is placed withing, after placing the first order with the DuoLife Club, and making payment therefor. The Discount and Career Structure are two different structures in which the Sponsor sets up a new Club Member.



**Table of fees and commissions** – fees and commissions due to Club Members that constitutes Exhibit 4 to these Terms, and is incorporated herein by reference.

**Terms and Conditions for the Sale of Goods** – terms and conditions governing sale of Products that constitute Exhibit 3 to these Terms, and are incorporated herein by reference.

**User** - a Club Member, or a Customer.

**Virtual Wallet** - a place for collecting funds obtained by a Club Member in the DuoLife Club.

### 1. Registration with the DuoLife Club.

1.1. Subject to Section 1.2 herein, registration with the DuoLife Club is furnished pursuant to the application available at <https://myduolife.com/register.html>, which after completion and inserting all information required therein shall be electronically submitted to DuoLife. DuoLife reserves the right to request additional documents or information before granting the status of a Club Member to the applicant. Further details of the registration process are available in the described in Exhibit 2 - Rules and Procedures.

1.2. After completing registration as set forth in Section 1.1 herein, an applicant is obligated to place a first Order for Products and make a payment therefor within seven (7) days from placing the order. After placing the first order, and completing payment therefor, the applicant acquires a status of the Club Member, and is placed within the Discount and Career Structure.

1.3. All accounting documents (including but not limited to: invoices, duplicate invoices, corrective invoices, debit and accounting notes) related to Orders shall be generated by DuoLife, and placed in the Club Member Panel belonging to the Club Member, who placed such Orders.

1.4. A Member of the DuoLife Club is obliged to immediately inform DuoLife in writing of any changes to his personal data or the details of his company/enterprise, in particular the bank account number. In the absence of notification, DuoLife is not responsible for any payments to the wrong account or the wrong individual, and the Club Member is not entitled to any claims arising from incorrect data submission.

1.5 Processing of the personal data provided by the Club Member is governed by the Privacy Policy.

### 2. Withdrawal from the DuoLife Club

2.1. Each Club Member may withdraw from DuoLife Club by submitting a written application to this effect within fourteen (14) days from the day the status of a Club Member was acquired.

2.2. After the lapse of the fourteen (14) day period from acquiring the status of the Club Member, the Club Member has the right to withdraw from the DuoLife Club by giving notice at any time.

2.3. Upon withdrawal, the Club Member loses his Structure and all Commissions generated so far. After withdrawal, it is possible to join the DuoLife Club before the lapse of 6 (six) months, provided that such re-registration shall be placed within the Structure of the initial Recommending Person. After the lapse of six (6) months, registration through another Recommending Person is allowed.

Details of withdrawal are described in the Rules and Procedures.

2.4. A Club Member, who violates these Terms, applicable market practices or applicable law may be excluded from the DuoLife Club immediately.

Details of such exclusion are described in the Rules and Procedures.

2.5. In the event of withdrawal or exclusion, the Club Member loses their place in the Structure, all points accumulated and unrealized until such withdrawal or exclusion. THE CLUB MEMBERS AGREES TO THE FOREGOING, AND WAIVES ALL CLAIMS RELATED THERETO.

### 3. Placing an order for Products and services.

3.1. Making an offer to buy Products or services shall be done through the Club Member panel, in which the „Store“ tab also contains the current price list applicable for the given country.

3.2. Terms of such sale are set forth in Terms and Conditions for the Sale of Goods.

3.3. Fee may be due for ordering of additional services and subscribing to system tools.

Details about the costs of the order are described in the Fees and Commissions Table.

**4. Payments of Commissions.**

4.1. The commission shall be paid to the Club Member within ten (10) business days from the date of its withdrawal from the Virtual Wallet.

4.2. If a Club Member does not agree with the calculation of the Commission due for a specific Settlement Period, such Club Member may submit his complaint thereon to: [info@duolife.eu](mailto:info@duolife.eu), within seven (7) business days from the date such Commission was calculated. After the lapse of such period, Club Member's right to complain about due Commission expires, and the calculation of due Commission shall be deemed final.

4.3. Payment of Commission for Club Members, may differ depending on the applicable law, and on the fact if such Club Member is an individual, or a legal entity.

Detailed information on Commission payments can be found in the DuoLife Compensation Plan.

4.4. The Club Member receives his/her due Commission in the currency of such Club Member's Virtual Wallet.

4.5. In case of accumulation of collected Commissions by a Club Member, one payment in a calendar month may not exceed the sum of accumulated points from the last three Settlement Periods.

Details regarding the calculation and withdrawal are described in the DuoLife Compensation Plan.

4.6. Commissions accrued by the Club Member as a result of such Club Member's unethical action or resulting from DuoLife's error shall be instantly refunded by such Club Member to DuoLife.

**5. Inheritance and cession**

5.1. In the event of the death of a Club Member, his/her current status shall be governed by applicable probate law.

5.2. A Club Member has the right to assign his/her Account at DuoLife in accordance with applicable law, and only if:

5.2.1. such Club Member wants to change the status from an individual status to a legal entity or vice versa.

5.2.2. such Club Member wants to transfer the right to his/her Account to another person.

Details of the above are described in the Rules and Procedures.

**6. Participation in another entity of Recommendation Marketing.**

Members of the DuoLife Club are not prohibited from cooperating with other entities, provided, however, that selling, directly or indirectly, products of another entity operating in the form of Recommendation Marketing (i.e. multi-level marketing, partnership programs and similar) among other DuoLife Club Members and offering them cooperation therein shall be deemed to constitute a serious violation of DuoLife's interests. It is prohibited to combine DuoLife presentations with other presentations on the same day and to use personal data of participants collected during these meetings for purposes other than recruiting new members to the DuoLife Club. In exceptional circumstances, DuoLife may agree in writing, after having received the application from a Club Member informing about such intention.

**7. Final provisions**

7.1. DuoLife does not guarantee Club Members any income, profits or successes and is not obliged to cover any costs related to the business activities of Club Members, and is not responsible for the expenses incurred by the Club Member, in particular travel, meals, accommodation, administrative costs, etc.

7.2. Club Members are not proxies, agents, employees or representatives of DuoLife and are not entitled to make any representations or to make any obligations on behalf of DuoLife.

7.3. All correspondence regarding membership, including withdrawal from the contract, termination and complaints at the DuoLife Club should be sent to [info@duolife.eu](mailto:info@duolife.eu). However, if applicable law provides otherwise, Club Member shall be required to provide the original copies of the required documents.

7.4. It is the responsibility of each person applying for the status of the Club Member to accept these Terms, which must be read before submitting a declaration of intent to join the DuoLife Club, i.e. before sending the completed form with the data on the page <https://myduolife.com/register.html>.



7.5. DuoLife reserves the right to amend these Terms and its exhibits for legal or organizational reasons. Every User will be informed about the content of changes to the Terms by posting on the Portal a message about the changes to the Terms, containing a list of changes to the Terms and maintaining this information on the Portal for a period of at least 14 consecutive calendar days. The change of the Terms will be announced no later than fourteen (14) business days before the amendments to the Terms come into force. Users with an Account on the Portal will be additionally notified by DuoLife by sending information containing a list of changes to the Terms to the e-mail address provided by them in the registration form. The amended Terms will be binding on the User who has registered an Account on the Portal, unless in the absence of acceptance of changes to the Terms, the User does not declare DuoLife - within fourteen (14) business days from the date of receipt of information about the amendment to the Terms.

7.6. In the event of an amendment to these Terms, all contracts concluded and orders placed before the date of entry into force of the amendment to the Terms will be implemented in accordance with the Terms in the version applicable on the date of conclusion of the contract and placing the order by the Customer.

7.7. All matters arising out between the parties are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of such state or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of that state. Parties confirm that the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. The courts of the state of Delaware shall have jurisdiction over any dispute that may arise between the parties.

The above regulations are updated and valid since March 16th, 2020

**Let every day be a special day...**