



### 1. Definitions

The notions used in the Regulations mean:

- 1.1. **Own activity** – monthly purchase of DuoLife products with a point value of at least 250 points;
- 1.2. **Active Member** – a Member who purchased DuoLife products in the current Settlement Period with a point value of at least 250 points;
- 1.3. **DuoLife Business Club Member** – a member who is not a natural person;
- 1.4. **Club Member** – an adult natural person or an entity that is not a natural person who has signed an agreement with DL on joining the DuoLife Club (see Regulations/Agreement) and in the month of registration, s/he purchased any product configuration of his/her choice with a specific point value;
- 1.5. **DL** – DuoLife S.A. with its registered office in Więckowice, ul. Topolowa 22, 32-082 Więckowice, entered into the National Court Register under KRS [National Court Register] number: 0000638495, NIP [taxpayer's id. no.]: 6751485320, REGON [business registry no.]: 122746305;
- 1.6. **Candidate** – an adult natural person or an entity that is not a natural person who has made a declaration of will about joining the DuoLife Club;
- 1.7. **Civil Code** – Act of 23 April 1964 Civil Code (Dz. U. [Journal of Laws] No. 16, item 93, as amended);
- 1.8. **Customer** – a person who buys DuoLife products at market prices;
- 1.9. **Preferred Customer** – a person who by registering at the DuoLife Club has placed an order for less than 250 points, thus being entitled to purchase DuoLife products at preferential prices;
- 1.10. **DuoLife Club** – a programme created by DL, DL products are distributed for the own use of Club Members DuoLife or for resale;
- 1.11. **Word of Mouth Marketing** – marketing activities aimed at triggering a product/service referral wave among consumers, by enabling them to experience the product and supporting the spread of these referral, using appropriate tools;
- 1.12. **Settlement Period** – the period from the 16th of a given month until the 15th day of the following the month when after adding up the turnovers, commissions are calculated in accordance with the applicable Compensation Plan\*;
- 1.13. **First order** – an order placed for the first time by the Customer in any configuration of the selected DuoLife products with an appropriate point value, depending on the planned discount amount, which the registrant wants to obtain in the future for their next orders (see: Customer, Preferred Customer, Club Member);
- 1.14. **Member Panel** – a place on the Website available to the Member, through which s/he voluntarily introduces data and manages it on the terms set out in these Regulations. The shared data is protected from access by other Users; however, it may be used by the Administrator on the terms specified in the Regulations;
- 1.15. **Regulations/Member Agreement of the DuoLife Club** – the DuoLife Club Regulations and Privacy Policy;
- 1.16. **Website** – websites available on websites at [www.DuoLife.eu](http://www.DuoLife.eu) and [www.myduolife.com](http://www.myduolife.com), managed by DL;
- 1.17. **Direct sales system** – offering goods and services directly to consumers using individual contacts, in addition to permanent retail outlets and including a personal presentation of the product;
- 1.18. **User** – a Member, a Candidate, a person applying for the status of a Member, as well as any other entity using the Website;
- 1.19. **Point value** – 1 point = PLN 1.00 (for contests organised abroad: 1 point = 0.25 EURO, 1 point = 0.26 USD, 1 point = 0.20 GBP);
- 1.20. **Virtual Portfolio** – a place for collecting points obtained by the Member on the DL website.



### 2. Introduction

- 2.1. DL distributes products intended for personal use by Club Members or for the further resale by these Members in order to:
- improve the standard and lifestyle of each of them, through the use of products offered in the DuoLife Club,
  - increase material benefits and financial independence of Club Members participating in the expansion of the Club members network and achieving the greatest successes,
  - increase awareness of health and personal development.
- 2.2. DL does not guarantee to Club Members any income, profits or successes and is not obliged to cover any costs related to business activities conducted by the Club Members, nor is it liable for the expenses incurred by the Member of the Club, including in particular travel costs, meals, accommodation or administrative costs, etc.
- 2.3. Club members:
- acquire the rights to purchase DuoLife products at preferential prices, as well as to participate in **the DuoLife Loyalty Programme** or **the DuoLife Compensation Plan**, the terms of which are respectively Appendixes no. 1 and no. 2 to these Regulations, organised specifically by DL for Club Members,
  - cannot promise anyone specific profits or income, because each of them declares that they understand that they can achieve them only through individual work, own activity and commitment,
  - can independently decide on the ways, methods and means of operation, as well as independently determine the time and place of their activity under the conditions set out in these Regulations and subject to its provisions,
  - cannot distribute any information that may mislead third parties, as well as make declarations about the therapeutic effects of DL products or submit any medical declarations,
  - are not proxies, agents, employees or representatives of the DuoLife Club and/or DL and they are not entitled to make any statements on behalf of the above-mentioned entities, nor to incur any obligations on their behalf,
  - they are not authorised to use any names, trademarks or other markings protected by law and owned by DL without receiving prior written consent from DL for their use in a specific place and time and in a determined field of use,
  - they are independent; however, they act on the basis of these Regulations, Rules and Procedures, which are enclosed as Appendix no. 3 to these Regulations and applicable legal regulations
- 2.4. The Regulations define the terms of operation of the DuoLife Club, Websites and their subpages available on the Internet, including in particular the conditions for Club Members to use the Club, their rights and obligations, and moreover, the rights and obligations of the owner of the DuoLife Club. The Regulations are the regulations referred to in art. 8 of the Act on electronically supplied services.
- 2.5. The Member accepts all the provisions of the Regulations, undertakes to comply with all of them and acknowledges that registration in the Club and the use of it can only take place in accordance with the Regulations, Rules and Procedures and applicable laws.
- 2.6. If the User does not agree with the Regulations, s/he declares that s/he will not visit sites whose administrator is DL, s/he will not subscribe to magazines published by DL as a part of the DuoLife Club and will not purchase products and services offered by the DuoLife Club.
- 2.7. The Regulations shall not preclude the obligations of the Club members resulting from other documents specifying the rights and duties of Club members.

### 3. Personal data

- 3.1. While using the Websites, the User may be asked to provide some of their personal data, in particular by filling in the form. The data referred to above is in most cases the forename, surname and e-mail address. In the case of order forms, the User will be asked to provide full personal data along with the delivery address. Only data that is necessary for the Website to work and for the proper performance of the agreement by DL will be required. Failure to provide the required data will prevent the performance of the activity to which the data pertains.



3.2. The user is obliged to exercise due diligence when transmitting personal data. Providing the invoice data when placing the order is tantamount to the instruction to issue invoices to the indicated data by DL. At the same time, issuing a note correcting a previously issued invoice is possible only in the case of obvious errors and typos in the recipient's invoice or data changes resulting from subjective transformations of the recipient that occurred between placing an order, and invoice issuance by DL.

#### **4. Publicly available personal data**

Personal data provided during sending opinions, comments, forum responses, as well as information placed on the subpages and subdomains belonging to the DuoLife Club are available to all entities visiting sites that contain this data. DL informs you that it is not practically possible to protect the User against natural or legal persons who may use the data, which is why they are not subject to these Regulations.

#### **5. Subscription of system tools (newsletters, business assistant, articles, magazines, text messages, etc.)**

Subscribing to mailing lists, electronic newsletters, magazines and articles which belong to the DuoLife Club as well as receiving SMS notifications requires the consent to receive them. These fields are not obligatory and at any moment, the Member can change the disposition by logging in to their Club Member Panel. The data obtained in this way are added to the mailing list and/or SMS contact list. The e-mail address and the telephone number is necessary so that the reader can be sent to the above content in a convenient form chosen by them. The name allows the Club to address readers in a more personalised way. By using in any way the Services, as well as the websites in the subdomains affiliated to them, the Member accepts the rules contained in the Regulations, having the right to change their data or remove them from the DL database at any time.

#### **6. Ordering services and products**

6.1. The Club Member orders products and services via the Club Member Panel.

6.2. Ordering certain additional services and subscribing system tools named in pt. 5 above may require a fee. A detailed list of services and subscriptions requiring a fee is presented in Administrative Fees Table in attachment no 6 of the Terms and Services.

#### **7. Other forms**

Forms that are guest forms on the sites belonging to the DuoLife Club and regarding services, products, services and magazines not supported by DL, are **not subject** to the Regulations.

#### **8. Data administrator**

The personal data administrator is **DL**.

#### **9. Security**

All forms, including in particular registering Club Members and orders that require full personal data of the Member, are protected by appropriate technologies against unauthorised access.

#### **10. Unannounced messages**

10.1. DL reserves the right to send unannounced messages to persons whose contact details it possesses and who have accepted these Regulations. The term 'unannounced messages' is understood as information referring directly to the Club's websites, magazines, services and products (e.g. changes, internal promotions), non-commercial letters (e.g. greetings, personal comments, etc.) and commercial information, the distribution of which has been paid or ordered by the Members. Commercial information is filtered so that the User does not receive information that would not be potentially interesting or dangerous for them. DL makes every effort to reduce their volume (file size) and send them in optimum quantities. The Club Member has the option of not agreeing to receive the above unannounced messages, by marking the appropriate field regarding the selected form of communication after logging in to the Member Panel.

10.2. Entities ordering commercial mailings do not have an access to the contact details of persons on the DuoLife Club address lists.

#### **11. Cookie files (Cookies)**

Some areas of websites belonging to the Club may use cookies, i.e. small text files sent to the Internet user's computer, identifying them in a way necessary to simplify the procedure of User recognition. Cookies are not harmful to the computer, its user or their data. The condition for the cookies to work is their acceptance by the browser and not removing them from the computer disk.

**12. Partners**

The Privacy Policy does not apply to websites and entities whose contact details are given on the websites and magazines that do not belong to the DuoLife Club.

**13. Career Plan** – see the current Compensation Plan\*, which is enclosed as Appendix no. 2 to the Regulations and is available at [www.myduolife.com](http://www.myduolife.com).

**14. Payment of commissions**

- 14.1. The commission is paid to the Club Member for each settlement period up to the 10th day of the month, following the ended Settlement Period. The commission is paid according to the criteria described in the current Compensation Plan.
- 14.2. DL prepares a commission settlement for each Club Member authorised to commissions based on the criteria described in the Compensation Plan and other documents in a given settlement period. This settlement is for information purposes only and no claims can be based on it.
- 14.3. If the Member of the Club does not agree with the data contained in the settlement or they are inconsistent with his/her own calculations, s/he can signal this by sending comments to the e-mail address intended for such cases: [reklamacje@myduolife.com](mailto:reklamacje@myduolife.com), within 7 days from the date of generating the above settlement. After this period, complaints will not be accepted and the settlement will be considered accepted.
- 14.4. The commission is paid on the basis of an invoice issued in accordance with the authorisation granted by DL, referred to in point 17.5 of the Regulations on behalf of and for the benefit of a Club Member, in electronic form without his/her signature, until the last day of the month in which the given settlement period was completed. If the withdrawal period falls on a statutory day off work, the transfer will be executed on the first work day on the following that day.
- 14.5. Club Members receive a commission in the currency of the country in which it was generated and in accordance with applicable legal and tax regulations.
- 14.6. If a Club Member accumulates points, bonuses or commissions, a one-off payment in the calendar month may not exceed the total gathered points from the maximum period of the last three months.

**15. Types of commission\***

The types of commissions have been specified in the Compensation Plan. It does not apply to Club Members registering themselves as natural persons who are separately awarded for activity and recommendations in the DuoLife Loyalty Programme.

**16. Warranty**

DL assures the Club Members that the products distributed by it correspond to the official product specification. In the case of claims under the warranty for defects in the product in the period covered by the warranty and its recognition by the manufacturer as justified, DL will immediately replace the purchased products with products without defects. In the case of claims being filed after the expiry date indicated on the product and which has been delivered to the Member before that time, i.e. free from defects, it is not possible to replace it. The detailed rules for placing orders are regulated in the DuoLife Sales Regulations and enclosed as Appendix no. 4 to these Regulations.

**17. Club Members**

- 17.1. Registration for the DuoLife Club takes place on the basis of an application for admission to the DuoLife Club submitted via the website at: <https://myduolife.com/register.html> in the form of a correctly completed form, sent electronically by the entity applying for membership. DL reserves the right to request additional documents before registering at the DuoLife Club.
- 17.2. In order to obtain the status of a Member, the applicant for membership must read and accept, the Regulations, Rules and Procedures, which the applicant confirms by ticking the appropriate box. If the applicant does not accept the Regulations and Rules and Procedures, it will not obtain the status of a Member. Acceptance of the Regulations and Rules and Procedures is tantamount to submitting a declaration of will about the intention to join the DuoLife Club and conclude the membership agreement with the DuoLife Club. At the same time, it involves granting the status of a Candidate. In order to submit an application for the status of a Member, it is necessary to provide personal data marked as compulsory in the form and the Member must express the consent to process his/her personal data provided when submitting the application, and press the „Register” button. Providing data marked as compulsory is voluntary, but necessary to submit an application. Providing personal data not marked as compulsory is voluntary and is not necessary to submit an application.



- 17.3. In order to obtain the status of a Member and have a full access to the myduolife.com Website, the Candidate should pay for the products selected by him/her in the first order within maximum 7 days from the date of registration and placing an order. If the payment is not made, the application and the order will be cancelled. After making the payment, the Candidate acquires the status of a Club Member and is bound by the Regulations, Rules and Procedures.
- 17.4. When the payment of the first order is credited on the account, the Member receives an e-mail (on the e-mail address provided at the time of submitting the application) entitled „Confirmation of registration in the DuoLife Club“ containing the final confirmation of the conclusion of the membership agreement in the DuoLife Club.
- 17.5. A member of the DuoLife Club who runs business activity authorises DL to issue and send invoices, duplicate invoices, correcting invoices, debit and accounting notes and other accounting documents in electronic form on his/her behalf without signatures, to the e-mail address provided when applying for membership Club and to place these documents in his/her individual Member Panel. A member of the DuoLife Business Club declares that s/he is aware and has knowledge that this authorisation may be withdrawn by him/her, as a result of which the issuer of invoices will lose the right to issue and send documents to the recipient electronically starting from the day after the date when the issuer received written notification from the recipient about withdrawal of acceptance of this form of issuing and sending accounting documents. Withdrawal of the authorisation referred to above must be submitted in writing and sent to the address of the DL office.
- 17.6. A Member of the Club can only be an adult natural person or entrepreneur conducting business activity, depending on the chosen form of joining the Club.
- 17.7. Members of the Club cannot be the employees of DL and affiliated companies, members of the governing bodies of these companies, their shareholders, co-founders, as well as contractors of these companies and immediate family members of all the above persons. An affiliated company in these Regulations is a company within the meaning of the law of the country where it has its registered office, in which DL has directly or indirectly, at least 20% of votes at the shareholders' meeting or at the general meeting, also as a pledgee or a user, or on the basis of agreements with other persons or has directly, at least 20% of shares or stocks in this company. The immediate family member in the meaning of the Regulations is a spouse, ancestor, descendent, siblings, relative by affinity in direct line or degree, persons remaining in the adoption relationship and his/her spouses, as well as persons in cohabitation.
- 17.8. Club members are obliged to immediately inform DL in writing about any changes in their personal data or data of their enterprise or company, including in particular the bank account number. In the absence of notice, DL is not responsible for any payments to the wrong account or the wrong person. Concealment of the truth, or providing in the personal questionnaire information that excludes membership, authorises DL to exclude a Club Member, and thus constitutes termination of this contract without notice.

### 18. Assignment of status

- 18.1. The membership status in the DuoLife Club is connected with a specific person or a company. The assignment may take place only subject to DL consent expressed in an electronic form, and DL reserves the right to refuse to express the consent without giving a reason. The Club Member should send a request for consent to DL in accordance with the guidelines described in the Rules and Procedures. DL makes a decision on this matter within 30 days of receiving the request, subject to payment of an administrative fee. In the event of an assignment, a person renouncing the status loses their position in the structure irretrievably. The person may re-join the DuoLife Club within 6 months exclusively to the structure of the previous referral. After this period, a Club Member can register anywhere in the structure (including another referrer). A person renouncing the status has the right to collect a commission from the period preceding the assignment. The person acquiring the status has the right to collect a commission, created only after the date of assignment – it is not possible to collect a commission for a period when a given person did not yet have the status of a member.
- 18.2. Activities aimed at circumventing the provisions described in the Regulations and applicable legal provisions are strictly prohibited. If a Member of the Club or an entity under which s/he conducts business signs such an agreement or even assists with it, this constitutes a gross breach of the Agreement and may result in immediate exclusion from the DuoLife Club.

### 19. Withdrawal from the DuoLife Club

- 19.1. The membership agreement is concluded remotely in an electronic form, for an indefinite period. A Member of the Club is entitled to terminate the membership agreement at any time, unless separate Agreement provisions stipulate otherwise.
- 19.2. The termination takes effect after 30 (thirty) days from delivering to DL a statement on the termination of the agreement sent by email to



info@duolife.eu. The withdrawing person loses his/her structure and all commissions generated so far. This person may re-join the DuoLife Club before 3 (three) months, exclusively to the structure of the previous referrer. After this period, they can re-register to the DuoLife Club through another referrer.

19.3. At the request of a Club Member, submitted in connection with the termination of cooperation with DL, the company agrees to buy the goods purchased by the Member, information and instructional materials, samples of goods or presentation sets purchased within 6 months preceding the date of submission of the resignation. Repurchase is possible provided all of the following requirements are met:

- the settlement is subject to 90% of the initial purchase price reduced by all bonuses and commissions granted in connection with membership in the DuoLife Club,
- returned products must be saleable, i.e. they are still offered by DL, as well as cannot be past the expiry date, opened, used or modified in any way.

19.4. Within 14 days from the date of concluding the agreement, i.e. the receipt of an e-mail entitled „Confirmation of registration in the DuoLife Club” has the right to withdraw from the agreement. The withdrawal form is attached as Appendix no. 5 to the Regulations.

## 20. Exclusion from the DuoLife Club

20.1. A member of the Club who grossly breaches the provisions of the Regulations, Rules and Procedures, appropriate market practices or provisions of applicable law may be excluded from the DuoLife Club immediately.

20.2. A Club Member can be also excluded if s/he significantly harms the interests of DL or the DuoLife Club in particular if s/he:

- a) makes retail and wholesale sales in stationary stores, auctions, via the Internet and using other means that are in conflict with the Direct Selling System, with the exception of DuoLife Club Members who conduct business activity or have legal personality.
- b) recruits Club Members for another entity operating on the market in the Word of Mouth Marketing industry,
- c) speaks through the media about the Club and/or the DuoLife product, without the required DL's written consent,
- d) uses the DuoLife logotype without a written permission in the fields of its use,
- e) publishes audio-video materials via the Internet, which are not authorised and accepted by DL, regarding the activities of the Club and DuoLife products.

20.3. An important violation of DL's interests is also, among others, incitement or helping persons violating the provisions of the above-mentioned documents. Apart from other consequences, the excluded Member of the Club shall not be entitled to a commission for the period in which s/he committed violations. This person, as well as his/her relatives and close relatives, cannot join the DuoLife Club earlier than within 12 months of exclusion and obtaining permission from DL.

20.4. 20.4. A member who has not made any monthly activity for a period of 12 months will automatically be changed to a Preferred Customer in the following month. S/he will be able to regain Club Membership status and full Club entitlements at any time after purchase with an appropriate point value. When changing the status, funds accumulated in the virtual portfolio can still be used for withdrawal and/or for the purchase of products in the future. A Member who, after 12 months without activity, has been changed to a Preferred Customer in accordance with point 20.4. and who terminates the membership agreement, has the right to re-enter the Club at any time and in any structure selected by them.

21. The Club Member's failure of to comply with the provisions of the Rules, Procedures and the Regulations shall mean a gross breach of the terms of the membership agreement in the DuoLife Club and the possibility of its immediate termination by DL. In addition, DL reserves the right to claim compensation for damages pursued in court,

## 22. Inheritance

In the event of the death of a Club Member, his/her current status is subject to inheritance law. The heirs will be entitled to all accumulated, unpaid commissions and future commissions under the condition of maintaining the criteria, which are the basis for receiving commissions, described in the Compensation Plan.

**23. Loss of the membership group**

In the event of termination of the contract, in particular on the basis of point 20: Exclusion from the DuoLife Club, the Club Member loses the place in the structure of the DuoLife Club, all points accumulated and unused before exclusion and the right to claim any claims related to this.

**24. Participation in another entity**

Club Members are not forbidden to cooperate with other entities providing their services on the market; however, a serious breach of DL's interests will be considered to sell directly or indirectly the products of another entity operating in the form of Word of Mouth Marketing among other Club Members and offering them cooperation. It is also forbidden to combine DuoLife presentations with other presentations on the same day and to use the collected personal data of participants during these meetings for purposes other than gaining new persons for the DuoLife Club. In exceptional circumstances, DL may express its consent in writing, after receiving a request from a Club Member informing about such an intention.

**25. Announcements, advertising materials**

- 25.1. A Club Member may use only official publications, leaflets, brochures, books, tapes, leaflets, websites published by DL and made available to Club Members. Such publications cannot be changed and cannot be used for purposes contrary to their purpose. Own information materials or announcements must be approved by DL each time. In addition, any change by the Member of the Club must always be accepted in writing by DL, which in particular prohibits the dissemination of false information about DL products and/or making statements about their healing or any medical declarations. Club Members, however, have the right to freely give information about personal experience with products. DL is not liable for actions and damages caused by the Club Members in connection with their non-compliance with the Regulations, including in particular violation of applicable law in connection with the use of advertising materials and announcements not previously approved by DL.
- 25.2. Submitting any statements in traditional and electronic media is prohibited without the prior written consent of DL. All legal liability and possible consequences of misleading the public, through unauthorised statements, publication, etc. without the required DL permission, shall be borne solely by the Club Member.

**26. Own domain, social media**

- 26.1. A member of the Club may run an individual website, for which content DL is not responsible. A member of the Club can fill in or modify the content of the site in his/her individual Member Panel.
- 26.2. If the Club Member presents on the above website or other websites created and maintained outside the DL domain, content that is against the law, the Regulations, or which may harm DL's business (including unauthorised audio or video materials on Facebook, YouTube, etc.), DL has the right to request immediate modification and/or removal of the content presented there and in the event of failure to comply with this and notorious repetition of a given violation, has the right to deprive the infringer of the status of a Club Member with all the consequences associated with it on the principles set out in point. 20.

**27. Final provisions**

- 27.1. Provisions marked with \* apply only to the Club Members of DuoLife who conduct business activity or having legal personality.
- 27.2. All Appendixes are an integral part of the Regulations.
- 27.3. All correspondence regarding membership, including withdrawal from the agreement and complaints in the DuoLife Club, should be directed to the DL e-mail address: [info@duolife.eu](mailto:info@duolife.eu).
- 27.4. It is the responsibility of each Candidate to read and accept the Regulations, which should be read before making a declaration of will to join the DuoLife Club, i.e. before sending the completed form with data on the website <https://myduolife.com/register.html>.
- 27.5. A Club Member, by joining the DuoLife Club, agrees to store and process his/her personal data by DL for purposes related to their business activities, in accordance with the Act on personal data protection (Dz. U. [Journal of Laws] of 2002, No. 101, item 926, as amended) and the Act on rendering electronic services (Dz. U. [Journal of Laws] of 2002, No. 144, item 1204, as amended).



- 
- 27.6. DL reserves the right to change these Regulations and Appendixes at any time. A possible change will come into force after its publication in the individual Club Member Panel on the website [www.myduolife.com](http://www.myduolife.com). If the changes are not accepted by the Club Member, s/he has the right to withdraw from the agreement with a 30 day notice period. None of the introduced changes will affect the basic rule: the data administrator, which is DL, does not sell to any third parties personal or address data of the Club Members, participants of their courses, training, users of websites, readers of e-books and magazines.
- 27.7. In any matters not governed by the Regulations, Rules and Procedures, the Civil Code and other legal provisions applicable to DL's registered office shall apply.
- 27.8. Any possible disputes and claims between the parties shall be settled by the court having jurisdiction over DL's registered business office.
- 27.9. The Regulations constitute the entire agreement between DL and a Member of the DuoLife Club with respect to rights and obligations arising from membership in the DuoLife Club and supersede all previous member agreement and agreements, if they were concluded between the parties with respect to the DuoLife Club.

*Appendixes:*

1. *Loyalty Programme;*
2. *[DuoLife Compensation Plan\\*](#)*
3. *[Rules and Procedures;](#)*
4. *[Sales Regulations;](#)*
5. *[Withdrawal form;](#)*
6. *[Table of Fees and Commissions;](#)*