



GENERAL TERMS OF CONTRACT FOR THE USE OF THE ONLINE OFFICE

I./

GENERAL INFORMATION

DATA OF SERVICE PROVIDER (hereinafter Flavon):

1./ Hungary:

Name: Flavon Group Kft.

Head-quarters: 4033 Debrecen, Veres Péter u. 19.,

Other offices: 1043 Budapest, Tél utca 3-7. fszt. 4./3.

Registered under the company registration number 09-09-011706 at the Company Court of the High Court of Justice of Debrecen

tax number: 13526456-2-09

statistical number: 13526456-4619-113-09

representatives: László Gaál executive, Johanna Sziklás executive, Gergely Liszenkó manager

e-mail address: info@flavongroup.com

DSA – Direct Selling Association Member

Registration number of processing operations: NAIH-60568/2014

General information:

The General Terms and Conditions of this Agreement shall include the rights, requirements and important information in relation to all services provided by Flavon through the website www.flavonmax.com (online office).

These General Terms and Conditions shall apply to all the commercial items of the Flavon sold through this website or to the joining of the Flavon max Club, regardless of the product or the person who ordered it. When the Club member joins the Flavon max Club and also at his/her first online office entry he/she accepts the General Terms and Conditions. These General Terms and Conditions are public. Flavon considers these conditions are extremely important and does everything to follow them and ensures that the Club members learn about these conditions at the latest when they log in at their online offices for the first time; the Member can download and store the General Terms and Conditions at any time.

II./

ONLINE REGISTRATION TO THE FLAVON MAX CLUB

1./ Registration:

If a natural person above the age of 18 years wishes to join the Flavon max Club he/she can do so electronically by filling in the form under the 'Registration' or 'Flavon GPS registration' menu option at the website www.flavonmax.com. By joining the new Club member is obliged to provide the membership ID-number (Sponsor ID) of the person from whom he/she heard about Flavon and through whom he/she would like to join the system. When submitting the form by clicking on the submit button, the individual registration will not become a member of the Flavon max Club yet. The required condition for becoming a Club member is to purchase a carton of product. After submitting the registration, Flavon sends the link needed for activation and the informative welcome-letter including the Sponsor ID and password of the future Club member to the e-mail address provided by the member. In case of GPS registration there is no such activation because the new GPS Club member buys his/her activity carton at the same time as filling in the form – by using the buynow function connected to the registration.

The registered future Club member becomes a member of the Flavon max Club by purchasing the first so called registration carton.

By registering and purchasing the registration carton the Club member accepts and considers the present contents of the GTC as binding on him/her. After receiving the personal ID-number, Flavon will file and store the submitted registration under the given ID number. The provisions of the relevant GTC published at the website www.flavonmax.com/downloads shall apply to the registered Club member.

2./ Content of the "Membership Agreement of Flavon max Club":

After becoming a Club member, he/she is entitled to purchase the products of Flavon at a Club member's price and to have a chance to benefit from the compensation offered by the marketing plan. The Club member acknowledges that he/she is a person independent from Flavon, and is not an employee, agent or representative of Flavon; therefore he/she is not entitled to undertake liabilities on behalf of Flavon.

The Club member is the agent or representative of those company with whom Flavon has signed the Contract of Agency therefore he/she is authorized to collect the Club member's commission based on his/her performance. Flavon pays out the commission to which the Club member is entitled to the verifiable enterprise given by the Club member with whom Flavon has signed the Contract of Agency. The Club member can take his/her commission through that enterprise. The Club member acknowledges that no guarantees are made to him/her with respect to income, success or profit.

By joining the Flavon max Club the Club member commits to the following obligations:

a) he/she agrees to refrain from using names, trademarks or other materials protected by copyrights without the prior written consent of the Flavon;

- b) he/she may not use the Flavon network, its membership list or any other confidential information for the distribution or sale of products or services other than the goods distributed by Flavon, or collaborate with other persons in such acts;
- c). he/she may only use the publications, information leaflets, brochures, books, DVD-s, flyers and internet websites published by Flavon, and shall not modify or use them in a manner or for a purpose different from that originally intended. Self-compiled materials or advertisements to be published shall in all cases be submitted to Flavon for approval;
- d) he/she is forbidden to make statements deceiving consumers or affirming any healing effects of the product. He/she is forbidden to make statements regarding the products or the network in any type of media (traditional, electronic, etc.) without the prior written consent of Flavon.

The Club member acknowledges that:

- a) he/she shall be liable for all consequences of any unfair market practices pursued by him/her. Any liability of Flavon with respect to such practices is hereby excluded;
- b) any Club member infringing the terms and conditions of the present General Terms and Conditions and of the Organizational and Operational Regulations of Flavon, or damaging the business reputation of Flavon shall be deemed to have committed a breach of contract;
- c) the disclosure of any confidential information to a third party, even to a relative of the Club member, shall constitute a breach of this contract;
- d) Flavon may modify the Organizational and Operational Regulations of Flavon or the related marketing plan without prior notification. The modification comes into effect when it is announced on the company's homepage: www.flavonmax.com.

Both contracting parties may withdraw from this Agreement with 1 month's notice at any time. Any violation of the Club member's obligations under the present contract shall result in the termination of the membership, as well as an obligation to pay damages and a contractual penalty. The amount of the contractual penalty shall be ten times the commission for the month prior to the breach of obligation. Flavon may demand damages in excess of the amount of the contractual penalty.

Annex 1 of this agreement is the Organizational and Operational Regulations of Flavon which the Club member is obliged to accept and acknowledge with his/her specific declaration.

3./ Data protection:

The Club member consents that his/her personal data may be stored, handled and forwarded by the employees of Flavon and Flavon max Club members for the purposes of use in business activities, keeping records of commissions, bonuses and rebates, as well as for maintaining contact with him/her. The data provided shall be treated as confidential by Flavon, and Flavon will act according to the provisions of law CXII. of 2001 regarding the protection of personal and public data, and the 13/A.§ segment of the CVIII. law of 2001 regarding electronic commercial services and various aspects of information society services.

The Club member consents that according to the 14.§ (1) b) point of the CVIII. law of 2001 Flavon may deliver him/her electronic advertisements and special offers by electronic mail or an equivalent means of personal communication. **The Club member consents that any personal data he/she provides will be handled by Flavon and his/her phone number and email address specified above may be seen by his/her direct sponsor in the online office, and Flavon may pass them on to the**

Member's 3 upline sponsors without his/her special permission. If a Club member wishes to unsubscribe to the newsletter or does not agree that his/her phone number or email address may be passed on, he/she will send an email to Flavon to the above mentioned e-mail address or send a letter to the address of the Headquarters. Comments about our products may be made via the same e-mail and postal address.

The Club member acknowledges that Flavon is directly entitled to deduct their commission – up to the Club member's debts owed to Flavon – to which they are entitled through their enterprises. This also includes the debts of any 3rd Member for which the Club member guaranteed cash surety.

4./ Right of withdrawal:

The registered Member is entitled to withdraw from the contract in the 8 working days following the signing of the contract without giving a reason. The right of withdrawal can be counted from the date of signing the contract or from the receipt of the information letter about the confirmation of registration, but the Club member may also exercise the right of withdrawal within 3 months of signing the contract.

II./

PURCHASING PRODUCT THROUGH ELECTRONIC MEANS

1./ The range of products can be purchased from Flavon:

The range of products and prices (displayed as Gross prices) can be found in the online office under the 'orders/placing new orders' menu option. The price of the products does not include the delivery cost. Flavon reserves the right to change the displayed prices.

2./ How to purchase:

Purchasing through the online office can be carried out in the way defined in the present GTC, by ordering electronically. Flavon reserves the right to verify the data of Club members and, if the authenticity of the given data is doubtful, questionable or cannot be interpreted, the order can be removed.

The Club member in the online office operated by Flavon adds the chosen product that he/she would like to buy to the cart and at the same time indicates the quantity he/she would like to order. The cart contains the product chosen by the Club member, the quantity of the products, the unit price, the delivery costs and the total amount to be paid by the Club member. After clicking on the 'Next' button it is then necessary to fill in the 'details of order' sections at which point the Club member can check all personal data and the details provided relating to the order. If the Club member is satisfied with the data, he/she can then submit his/her order to Flavon by clicking on the 'Finish' icon. If the Club member would like to modify the data the by clicking on the 'Back' window he/she can return to the order form and make the necessary changes.

The Club member can place his/her final order by clicking on the 'Finish' button which Flavon will confirm in a written, electronic form by sending an e-mail to the e-mail address given by the Club member. Flavon will confirm the order, the fact and establishment of the contract and the composition

of the order within 48 hours of the order being placed by sending an e-mail to the e-mail address given by the Club member in accordance with the regulations in force. If confirmation from Flavon of the placing of an order by the Club member does not arrive to the Club member within 48 hours of the order, the contract between the parties has not been established and therefore the Club member is exempted from the obligations related to the offer and the Club member and Flavon are both exempted from the contractual obligations.

Flavon provides the opportunity to place an order and to use the online office in the following languages: Czech, Polish, Hungarian, German, Italian, Romanian, Spanish, Slovakian, Turkish, UK English and US English.

The confirmation of order by Flavon includes in every case the name of the ordered product, the quantity, the chosen delivery and payment method, the unit price of the product and delivery cost, the total amount to be paid by the Club member and the expected delivery date.

Flavon promptly informs the Member in every case after becoming aware that the ordered product is not available, or if Flavon cannot deliver the product by the expected deadline given in the confirmation of order. Flavon informs the Club member of the above conditions at the latest by the original delivery date in a written form by indicating the changed delivery date and by giving the Club member the chance to indicate within 48 hours of the receipt of the information to Flavon whether he/she still would like to receive the order or withdraw.

Flavon has no liability for the delivery delays or other delivery problems due to incorrect, incomplete, or incorrectly entered data by the Club member – for example, the Club member is unavailable at the given address – given that Flavon provides an opportunity for the Club member to check the data during the order in every case.

The Club member, by joining the network – as well as by placing an order – submits to the Code of Conduct of Flavon in force and to the Data Protection Statement which can be accessed under the menu option: www.flavonmax.com/downloads

3./ Shipping information:

The ordered products are shipped by Flavon to the delivery address given by the Club member within 5 working days. The delivery address given with the order cannot be changed afterwards. The ordered products are shipped by a courier service or a delivery company. The costs of delivery are displayed in the product order form and in the confirmation e-mail.

The delivery cost applies to one delivery. If the product cannot be delivered due to the fault of the Club member then any additional costs arising from this should be covered by the Club member. The Club member is obliged to check the integrity of the product packaging materials upon receipt, to accept the products by signing the delivery document in the case of correct delivery, thus acknowledging the fact, place and date of the delivery. If the Club member notices any visible damage on the package on receipt then he/she is entitled to refuse the receipt of the package; this fact, and an indication of the reason of refusal should be displayed on the delivery document and must be signed by the Club member. The carrier is responsible for any damages occurring during shipping.

4./ The Member's right of withdrawal:

If the Member wishes to withdraw from the purchase, he/she is entitled to withdraw from the purchase within 8 working days following receipt of the product without giving a reason according to Government Regulation 17/1999. (II.5) relating to distance contracts. In the case of withdrawal the product, in its original, undamaged condition, must be returned to the address of Flavon. Flavon is only obliged to refund the purchase price of the product if the returned product is in a new condition (undamaged, complete). The exercise of the right of withdrawal does not incur any extra cost extra to the purchaser but the Club member must take care when returning the product and the Club member should bear any additional cost related to the return of the product. In the case of withdrawal Flavon is not obliged to refund the purchase price of the product if the product is not returned in its original condition (for example: it is damaged).

5./ Complaint:

Any warranty issues can be reported to the customer service in working hours (at the address of the offices specified above and via the phone number +36-52-520-520) or via an e-mail sent to the e-mail address given above.

6./ Miscellaneous provisions:

With regard to the Club member's order through his/her online office, Flavon assumes that the Club member has knowledge of the technical and legal regulations relating to electronic commerce. Flavon takes no responsibility for any faults arising from the lack of this knowledge or for any faults of electronic products or any errors committed by IT or telecommunication providers. The protection of the Club member's computer and the stored data on it is the responsibility of the Club member. The right to modify the General Terms and Conditions at any time is reserved by Flavon. The modification comes into effect on the day it appears on the company website.

In matters not covered by these General Terms and Conditions the provisions of the Hungarian Civil Code, and other relevant legal provisions shall apply.

1 January 2014, Debrecen