

# FLAVON

## GENERAL TERMS AND CONDITIONS

### FOR THE USE OF THE WEBSITE

#### Content

I.	General Information.....	2
II.	ONLINE REGISTRATION TO FLAVON.....	2
II.1.	Registration: .....	2
II.2.	Content of the Membership Agreement:.....	3
III.	Data protection: .....	4
III.1.	Categories of data .....	4
III.2.	Data transfer.....	4
III.3.	Duration of data processing .....	5
III.4.	Member's rights during data processing.....	5
III.4.1.	Erasure of data .....	5
III.4.2.	Asking for information.....	6
III.4.3.	Confirmation.....	6
III.4.4.	The Member's right to access .....	6
III.4.5.	Right to rectification.....	6
III.4.6.	Right to restriction of processing .....	6
III.4.7.	Right to object .....	7
III.4.8.	Right to data portability .....	8
III.5.	Complaint against data processing .....	8
III.6.	Measures of data protection.....	9
III.7.	Newsletter, E-DM .....	9
IV.	PURCHASING PRODUCT THROUGH ELECTRONIC MEANS.....	10
IV.1.	The range of products that can be purchased from Flavon:.....	10
IV.2.	How to purchase .....	10
IV.3.	Shipping information .....	11
IV.4.	The Member's right of withdrawal: .....	11
IV.5.	Complaint: .....	12
IV.6.	Miscellaneous provisions: .....	12

## I. General Information

### DATA OF SERVICE PROVIDER (later used as Flavon):

**Name:** Flavon International Ltd

**Head quarter:** 305 Neasden Lane, London, NW10 1QR, United Kingdom

**Form Submission ID:** 800047

**Company ID:** 09916668

**Director:** Mr. Laszlo Gaal (Jr.)

**E-mail address:** [london@flavongroup.com](mailto:london@flavongroup.com)

**Central phone number:** +44 20 8452 2993

**Information Commissioner's Office registration reference:** ZA182089

**Registered in England and Wales.**

### **Data protection officer:**

**Name:** József Nagy

**Tel:** 0036 70 967 8853

**E-mail:** [dataprotection@flavongroup.com](mailto:dataprotection@flavongroup.com)

The General Terms and Conditions of this Agreement includes the rights, liabilities and important information in relation to all services provided by Flavon through the website <http://www.flavonmax.com> (online platform).

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

## II. ONLINE REGISTRATION TO FLAVON

### II.1. Registration:

If a natural person above the age of 18 years wishes to join the Flavon he/she can do so electronically by filling out the form under the 'web shop/registration' menu option at the website <http://www.flavonmax.com>. By joining the new 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 'I'm registering' button, the individual will not become a member of Flavon yet. The condition for becoming a Member is to purchase a carton of product. After submitting the registration Flavon

sends the future Member's email address the activation link and later a welcoming, informant letter containing his/her ID-number and password. The pre-registered Member becomes a member of Flavon by purchasing the first, so called registration carton.

With registering and purchasing the registration carton the Member accepts and agrees to oblige to the content of this general Terms and Conditions. Flavon files and stores the sent registration by sending the personal ID. The prevailing General Terms and Conditions which can be found on the website at <http://www.flavonmax.com/backoffice/downloads/> are normative for registered Members.

## **II.2. Content of the Membership Agreement:**

After becoming a Member, he/she is entitled to purchase Flavon products at a Member's price and to have a chance to benefit from the compensation offered by the marketing plan. The Member acknowledges that he/she is an independent person 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.

If the Member gets his/her commission through his/her company, he/she is the agent or representative of those enterprise therefore he/she has full, independent representation right in the name of his/her business. Flavon pays the commission that generated on his/her position to the Member or the variable company that the Member named and with whom Flavon signed a Contract of Agency. The Member acknowledges that no guarantees are made to him/her with respect to income, success or profit.

By joining the Flavon the Member commits to the following obligations:

- a,) he/she agrees to refrain from using names, trademarks or other materials protected by copyrights of Flavon without the prior written consent of 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;
- e,) he/she complies with the prevailing, obligatory regulations on data protection.

3.The Member acknowledges that:

- a,) he/she shall be liable for all consequences of any unfair market practices, or breach of data protection rules pursued by him/her. Any liability of Flavon with respect to such practices is hereby excluded.

b,) any Member and his/her company 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 Member, shall constitute a breach of this contract, the Contract of Agency and the Membership Agreement.

d,) Flavon may modify the Organizational and Operational Regulations or the related marketing plan without prior notification of the Member. The modification comes into effect when it is announced on the company's homepage: <http://www.flavonmax.com>.

Both contracting parties may withdraw from this Agreement with 1 month's notice at any time. Any violation of the Member's obligations under the present contract or the Organizational and Operational Regulations shall result in the termination of the membership, Flavon will be entitled to delete the Member from its system as well as oblige the Member to pay damages and a contractual penalty. The amount of the contractual penalty shall be ten times the Member's commission of 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 Regulation of Flavon which the Member is obliged to accept and acknowledge with his/her specific declaration.

### **III. Data protection:**

#### **III.1. Categories of data**

During registration the Member is required to provide the following data of the natural person:

- Name (data for fulfilment of agreement)
- Address (data needed for fulfilment of agreement and of legal obligation – invoicing)
- Phone number (data needed for communication during fulfilment of agreement)
- Fax and email address (data needed for communication during fulfilment of agreement)

#### **III.2. Data transfer**

- a) Flavon transfers Members' name, assigned ID number and purchases to other Flavon members (20 sponsors on the upper sponsor line) for the purpose of recording commission-, bonus-, payback data related to the business activity, which serve as the basis of commission payout for every Member, thus they need to be included in the commission reports.
- b) At registration Members may allow Flavon to give his/her personal details (phone number, email address) submitted at registration to his/her 3 upline sponsors with the purpose of communication, successful network building.
- c) Flavon company group carries our economic activity in and outside of the European Union, thus it is possible that on the upline of the registered Member there is a non-EU national. In this case the non-EU national may be a member of a Flavon company group, which is based in

a third country (USA). European Commission acknowledged the appropriate protection level of the United States. ([EC list](#))

d) Flavon's external hosting service provider is Flavon Group Kft.

Flavon delegates book keeping tasks to the following partners:

- regarding Flavon's Swedish operation the book keeping tasks are managed by 1Office AB
- regarding Flavon's Swiss operation the book keeping tasks are managed by Gaapex Sárl
- regarding Flavon's German operation the book keeping tasks are managed by CCC Deutschland  
thus for this purpose the personal details appearing on Flavon's sales invoices are transferred to them.
- Griff Consulting Services Ltd. manages the company's accounting tasks, thus for this purpose the personal details appearing on Flavon's invoices, documentation of expenditures and account statements are transferred to them.

Flavon uses delivery service providers thus for this purpose the following details are transferred to them:

- name, address, phone number and details of the orders to Fiege Logistik Schweiz AG delivering packages in Switzerland,
- name, address, phone number and details of the orders to Lara Laura Ramasauskaite delivering packages in Norway,
- name, address, phone number, email address and details of the orders to UPS Hungary Ltd. delivering packages in other countries.

### **III.3. Duration of data processing**

Flavon stores the provided data during the contractual relationship, i.e. 1 year after the last carton purchase, after that Flavon definitively deletes the data from its database, except for data proving the content of the invoice (name, address, nature of purchase).

### **III.4. Member's rights during data processing**

#### **III.4.1. Erasure of data**

The Member may (in person or in writing) ask Flavon for erasure of those personal data without undue delay, that is processed as not part of the contractual relationship with the Member, or that is processed as not part of a compliance of a legal obligation and if:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- the data subject withdraws consent on which the processing is based and where there is no other legal ground for the processing;
- the data subject objects to the processing and there are no overriding legitimate grounds for the processing;
- the personal data have been unlawfully processed;

- the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject;
- the personal data have been collected in relation to the offer of information society services.

### **III.4.2. Asking for information**

Members has the right to **ask for information** at any time from Flavon's data protection officer in person or in writing regarding the processing of his/her personal data and get information about the method of data processing. Members may require Flavon at any time to provide access to his/her personal data. Flavon fulfils this obligation to inform through Back Office.

### **III.4.3. Confirmation**

The Member shall have the right to obtain from Flavon confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:

- the purposes of the processing;
- the categories of personal data concerned;
- the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
- where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- the right to lodge a complaint with a supervisory authority;
- where the personal data are not collected from the data subject, any available information as to their source.

### **III.4.4. The Member's right to access**

By operating Back office Flavon provides the Member access to the personal data that is processed.

### **III.4.5. Right to rectification**

The Member shall have the right to obtain from Flavon without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the Member shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement. Members can exercise this right via Back office or by calling the customer service.

### **III.4.6. Right to restriction of processing**

The Member shall have the right to obtain from Flavon restriction of processing where one of the following applies:

- the accuracy of the personal data is contested by the Member, for a period enabling Flavon to verify the accuracy of the personal data;
- the processing is unlawful but Flavon opposes the erasure of the personal data and requests the restriction of their use instead;
- Flavon no longer needs the personal data for the purposes of the processing, but they are required by the Member for the establishment, exercise or defence of legal claims;
- the Member has objected to processing; pending the verification whether the legitimate grounds of the controller override those of the data subject.

Where processing has been restricted, such personal data shall, with the exception of storage, only be processed with the Member's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State.

A Member who has obtained restriction of processing shall be informed by Flavon before the restriction of processing is lifted.

### **III.4.7. Right to object**

The Member shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her in case of:

- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Flavon;
- processing is necessary for the purposes of the legitimate interests pursued by Flavon or by a third party,

except where such interests are overridden by the interests or fundamental rights and freedoms of the Member which require protection of personal data.

Flavon shall no longer process the personal data unless it demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the Member or for the establishment, exercise or defence of legal claims.

The processing of personal data provided by the Member to Flavon for purposes other than those for which the personal data were initially collected should be allowed only where the processing is compatible with the purposes for which the personal data were initially collected.

The Member may request Flavon's data protection officer at any time, free of charge the modification, erasure of his/her personal data, may object to the processing of his/her data, and may request access to these data. Flavon shall without undue delay, but in at least 1 month answer the Member's letter and fulfil his/her request in case it is compatible with the Member's rights set out in the corresponding regulations.

The Member may request Flavon's data protection officer at any time to get to know and obtain communication in particular with regard to the purposes for which the personal data are processed, where possible the period for which the personal data are processed, the recipients of the personal

data, the logic involved in any automatic personal data processing and, at least when based on profiling, the consequences of such processing.

#### **III.4.8. Right to data portability**

The Member shall have the right to receive the personal data concerning him or her in a commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from Flavon, in case of the data processing is based on the Member's consent or on a contract and the processing is carried out by automated means. The Member shall have the right to have Flavon transmitting his/her personal data directly to another data controller. This right of the Member shall not apply to processing necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, and this right shall not affect the rights and freedoms of others.

#### **III.5. Complaint against data processing**

The Member shall have the right to submit a complaint against data processing to Flavon or directly to the supervisory authorities at any time. If the Member contacts Flavon firstly with his/her complaint, Flavon shall investigate the content and reason of the complaint in every case and shall make its remarks in 15 days.

The Member may submit his/her objections regarding the service or activities of Flavon in the following way: mailing address: 305 Neasden Lane, London, NW10 1QR, United Kingdom, or electronically – email address: [dataprotection@flavongroup.com](mailto:dataprotection@flavongroup.com).

Flavon will remedy verbal complaints immediately, provided it is able to do so. If it is not possible to immediately remedy the verbal complaint due to the nature of the complaint, or if the Member does not agree with the management of the complaint, Flavon will record a report on the complaint – which it will retain for five years together with its substantial response. Flavon is obliged to hand over to the Member one copy of the report on the verbal complaint personally (in the office), or if this is not possible, then it is obliged to act according to the rules that refer to written complaints detailed below. Flavon in the case of a verbal complaint that is communicated through phone or through another electronic telecommunication service will send the Member the duplicate copy of the report at the latest simultaneously with its substantial response. In all other cases Flavon shall act according to the rules that refer to written complaints. In the case of a complaint that is recorded with the aid of a phone or another means of telecommunication, Flavon will attach an ID to the complaint, which will simplify later on the retrieval of the complaint. Flavon will substantially answer in writing complaints it receives, within 15 days. Taking the relevant step according to this agreement means submitting it to the post. If the complaint is refused, Flavon shall inform the Member about the reason of refusal.

If Flavon does not accept the complaint or the Member does not wish to submit a complaint to Flavon, they shall have the right to directly turn to The Information Commissioner's Office (Water Lane, Wycliffe House Wilmslow - Cheshire SK9 5AF ) with their complaint, and to request judicial remedy.



### **III.6. Measures of data protection**

Flavon shall process the received personal data in a confidential manner in accordance with the provisions of GDPR as well as the national regulations.

Flavon keeps in mind the following principles regarding personal data processing:

- Lawfulness, fairness and transparency: personal data shall be processed lawfully, fairly and in a transparent manner in relation to the Member;
- Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- Accuracy: personal data shall be accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.
- Storage limitation: Personal data shall be kept in a form which permits identification of Members for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, it is subject to implementation of the appropriate technical and organisational measures required by the regulation in order to safeguard the rights and freedoms of the Member;
- Integrity and confidentiality: personal data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures;
- Accountability: Flavon shall be responsible for, and be able to demonstrate compliance with these principles.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Flavon shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

Flavon does not adhere to approved codes of conduct or approved GDPR certification mechanisms.

### **III.7. Newsletter, E-DM**

The Member consents that Flavon may deliver him/her electronic advertisements and special offers by electronic mail or an equivalent means of personal communication. If a Member wishes to unsubscribe from the newsletter, does not agree that his/her phone number or email address may be passed on or wishes to limit or forbid any form of data processing, he/she needs to send an email

or a letter to Flavon to the address written above. Comments about the products may be made via the same e-mail and postal address.

After unsubscribing from newsletters the Member will still receive emails sent by Flavon that do not contain advertisements or offers, but important information about the activities of Flavon company group.

## **IV. PURCHASING PRODUCT THROUGH ELECTRONIC MEANS**

### **IV.1. The range of products that can be purchased from Flavon:**

The range of products and prices (displayed as gross prices) can be found in the back 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.

### **IV.2. How to purchase**

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

The Member in the back 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 products chosen by the Member, the quantity of the products, the unit prices, the delivery costs and the total amount to be paid by the Member. After clicking on the 'Next' button it is then necessary to fill in the 'details of order' sections at which point the Member needs to fill the details relating to the offer and after this and can check all personal data and the details provided relating to the order. If the Member is satisfied with the data, he/she can then submit his/her order to Flavon by clicking on the 'Finish' icon. If the Member would like to modify the data the by clicking on the 'Back' button he/she can return to the order form and make the necessary changes.

The Member can place his/her final order by clicking on the 'Finish' button which Flavon confirms in a written, electronic form by sending an e-mail to the e-mail address given by the Member. Flavon will confirm the fact and establishment of the order, 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 Member in accordance with the regulations in force. If confirmation from Flavon of the placing of an order by Club Member does not arrive to the Member within 48 hours of the order, the contract between the parties has not been established and therefore the Member is exempted from the obligations related to the offer and the Member and Flavon are both exempted from the contractual obligations.

The confirmation of order by Flavon in every case includes 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 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 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 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 Member – for example, the Member is unavailable at the given address – given that Flavon provides an opportunity for the Member to check the data during placing the order in every case.

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

### **IV.3. Shipping information**

The ordered products are shipped by Flavon to the given delivery address 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 Member then any additional costs arising from this should be covered by the Member. The Member is obliged to check the integrity of the product packaging 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 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 Member. The carrier is responsible for any damages occurring during shipping.

### **IV.4. The Member's right of withdrawal:**

In case of online ordering the Member has the right to withdraw from the purchase within maximum 14 days following receipt of the product without any reason by sending a written notice to the headquarter or email address of Flavon. The Member can practice his/her right to withdraw with a clear statement. The Member practices his/her right of withdrawal on time if she/he sends his/her statement before the above mentioned deadline. After Flavon International Ltd. received the statement – in case of mails after receiving it – will confirm the arrival of the withdrawal. In this case Flavon will delete this Member from the database. The Member is obliged to give the products back to Flavon in undamaged conditions within 14 days in case of withdrawal. After receiving the product or the proof of that it has been sent back within 14 days the price and other services (delivery cost) will be refunded by Flavon the same method as the payment was made to the Member. Due to the method of refund the Member can't be charged with any extra costs. The Member pays the cost of resending the product. The Member loses his/her right of withdrawal if he/she cannot give the product completely back to Flavon International Ltd. in undamaged, unopened conditions.

#### **IV.5. Complaint:**

Any warranty issues can be reported via an e-mail sent to the following e-mail address: info@flavongroup.com or via post sent to the headquarter of Flavon.

#### **IV.6. Miscellaneous provisions:**

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

With regard to the Member's order through his/her back office, Flavon assumes that the 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 Member's computer and the stored data on it is the responsibility of the Member. The right to modify the General Terms and Conditions at any time is reserved by Flavon. The modification comes into effect when it appears on the company website.

In effect from 25 May 2018, London