Network TwentyOne Scandinavia General terms of service

Delivery.

Delivery time is usually 1-3 workdays. All material is sent from Network TwentyOne's office in Sweden. Consequently, the delivery time outside of Sweden may be slightly longer. Generally ordered material is dispatched as soon as payment is registered with us, unless otherwise indicated.

Terms of payment.

You can choose to pay the full value of the order by debit or credit card. We currently accept VISA, Electron, MasterCard and Maestro. We currently do not accept American Express. There is no extra card fee. We only accept 3D Secure enabled cards issued in Sweden, Norway, Finland and Denmark. Credit- and Debit card payments are handled by our payment partner DIBS-DebiTech to ensure secure payments.

Here's how it works:

Select Credit card as payment method during checkout. You are now linked to the DIBS-DebiTech secure payment server.

Select type of credit card; enter the card number, expiration date, card security code (CVV) and name of the cardholder. You may also use a previously registered card. Please note that <u>no</u> card information is stored with Network TwentyOne. Payment gateway checks to see that your data is correct and that there are sufficient funds for the purchase. The purchase price is then deducted from your account and the full amount is transferred via DIBS-DebiTech to Network TwentyOne. Please note that Credit- and Debit card payment is the only payment option for our digital services.

Return Policy.

Return policy does not apply for tickets purchased to the Business Development Seminar (BDS). For withdrawal when buying a ticket to Weekend Seminar (WES) the following applies:

80% refund of ticket returned to the Network TwentyOne 30 days before the seminar. 50% refund of ticket returned to the Network TwentyOne 29-15 days before the seminar. No refunds of ticket returned to the Network TwentyOne later than 14 days before the seminar.

When buying BSM materials there is a 90 day return policy, please see Returns & Claims Management for more detailed information. Sealed CD's (both single discs and packs) can not be returned if the seal has been broken.

Returns & Claims Management.

All returns must be sent to Network TwentyOne's office in Sweden. Return and claim must be made within 90 days after receiving the product. Provided that the goods are packaged for sale and can be regarded as being in a marketable condition, the following products can be returned: Books, CDs, CEP, DVDs, or Books / CD / DVD Pack.

A product is considered marketable if it meets the following requirements: 1, it is unopened, sealed packaging. 2, package and / or any labels are in pristine condition and has not been modified. 3, product and package are in such a condition that it can be sold at full price. 4, the product has the current label.

If the customer at the time of sale has been informed that the product has been out of production or output, it is deemed not to be marketable and therefore return policy is not applicable. After 90 days from receiving product, the sale is considered complete and return is not applicable. Please include full account details for refund, for our Finnish customers; we also need the BIC / SWIFT code. Please note that Network TwentyOne will not reimburse customers for shipping costs when returning products.

TERMS/CONDITIONS/POLICIES

You and Network TwentyOne Scandinavia, (also referred to as "Network21" and "n21europe.com"), with its office located at Sisjö Kullegata 5, 421 32 Västra Frölunda, Sweden providing a service called n21europe.com, agree to the following Terms/Conditions/Policies (also referred to as this "Agreement"):

- 1. ACCESS TO THE SITE/FEE CHANGES Network TwentyOne shall use its best efforts to provide to you during the term of your n21europe.com subscription access to the n21europe.com website, which is not available to non-subscribers. Please note that network21.se uses cookies, make sure your web browser supports cookies. Network TwentyOne reserves the right, and without liability to you, to interrupt access to the site for whatever reason, including but not limited, upgrading the site and correcting malfunctions. The amount of future subscription fees (yearly or other) will be established by Network TwentyOne within its discretion and may be changed at any time, and shall apply to any future renewals.
- 2. AUTOMATIC RENEWALS Unless you notify Network TwentyOne that you do not wish to renew your subscription as provided in the cancellation section below, you authorize Network TwentyOne to automatically renew your subscription at the end of each term and bill the then-current renewal fee to the same credit card or credit line your original subscription fee was billed to, or to the current credit card we have on our files. (For example, if you paid for a semi-annual subscription, your credit card will automatically be billed at the end of the semi-annual term, renewing your subscription for another semi-annual term at the then current semi-annual rate (which may be higher); if you paid a yearly subscription fee, your credit card will automatically be billed at the end of the annual term, renewing your subscription for another year at the then current annual rate (which may be higher).

3. RETURN, REFUND, AND CANCELLATION POLICY

- I. n21europe.com Website Subscription (Web Office) fees
 - a. n21europe.com website subscription fees are non refundable to the extent of any unused future prepaid whole months remaining on your website subscription which exist on the date of cancellation.
 - b. Renewal Cancellation.

To avoid automatic renewal of your n21europe.com website subscription, you must use the "Cancel Auto Renewal" function under My Account, or use the Membership Cancellation Form found in the Print Shop which must be faxed to and received in our office 15 days prior to the expiration of your n21europe.com website subscription. (For example, if you wish to cancel your yearly website subscription to avoid automatic renewal, and charge to your credit card, and your subscription expires on June 16th, 2013, we must receive your cancellation request on or before June 1st, 2013).

c. Requirements with Respect to Promotion of BSMs to New ABOs.

The following requirements apply to all BSMs apart from Major Events. ABOs may not sell or promote the purchase of BSMs to new ABOs in unreasonable amounts. Amway considers that per ABO business amounts exceeding the following are unreasonable:

• For Western Europe, Euros 50 during the first two weeks after joining the Amway business;

For Western Europe, Euros 85 during each of the first three months after joining the Amway business, with a maximum total expenditure of Euros 255 during the first three months.

II. CONTINUING EDUCATION PROGRAM (CEP) CANCELLATION

If you want to cancel your standing monthly program order to avoid receiving further shipments of the Continuing Education Program, you must, before the 1st of the next month in which you wish to cancel: (i) cancel your subscription online under the CEP Subscription function under Quick Links, (ii) cancel using the CEP cancellation form found in the Print Shop, or (iii) cancel via email from you sent to and received by cep_se@n21.com. We must receive your cancellation request before the first of the month prior to the next shipment date to ensure that your credit card will not be billed. There is a 14 day right of withdrawal on any CEP or BSM purchased online.

III. NETWORK TWENTYONE PRODUCT RETURN POLICY AND PROCEDURE

(whether made online or otherwise). The following is Network TwentyOne's product return policy, and all product returns are governed by the following applicable requirements and conditions ABOs who choose to sell BSMs are obligated to clearly communicate their refund policy terms to end users prior to the sale. Terms and conditions of refund policy must comply with all applicable laws and this BSM Policy.:

- a. Within 90 days of your receipt of your product order from Network TwentyOne, you may return and receive a refund for the following merchandise if such items are in 'resalable condition':
 - books
 - CD, CEP, DVD, or Book/CD/DVD Pack
 - any other merchandise (not previously mentioned).

An item is determined "resalable" if it satisfies all of the following requirements: (i) it is unopened and unused; (2) the packaging and

labeling has not been altered or damaged: (3) the product and packaging are in such a condition that it can be resold within the industry at full price; and (4) the item contains current labeling. Any item of merchandise that is conspicuously identified at the time of sale as non-returnable or discontinued is not considered "resalable." After 90 days from your receipt of your product order, all sales are final and non-refundable.

b. Product Return procedure for Paragraph 3(III)(a) is as follows:

To insure proper credit for, and to be eligible to return, products under Paragraph 3(III)(a) above, you must do and complete all of the following within the 90 days of your receipt of your product order:

- Send the product back to Network TwentyOne, together with a copy of the original receipt and/or invoice identifying the items to be returned to Network TwentyOne, Sisjö Kullegata 5, 421 32 Västra Frölunda, Sweden.
- ii. We can refund shipping costs only if the return is a result of our error.
- iii. For your protection, please use DHL or Insured Parcel Post for shipment.
- c. If you are dissatisfied with a particular downloadable media you purchased from Network TwentyOne, you may obtain a replacement download of equal value from us within 30 days from your date of purchase by e-mailing your request to admin_se@n21.com; No other refund is permitted.
- d. Return policy does not apply for tickets to Business Development Seminars (BDS), neither bought online nor directly from Network TwentyOne. The following cancellation policy applies for Weekend Seminar (WES) tickets;
 - There is a 20% cancellation fee on tickets returned 30 days or more before the event.
 - There is a 50% cancellation fee on tickets returned between 29 and 15 days before the event.
 - There is no refund available if a ticket is returned within 14 days of the event.
- e. Network TwentyOne will only process returns and refunds for items purchased from n21europe.com or directly from Network TwentyOne.
- 4. **NETWORK TWENTYONE'S RIGHT TO CANCEL** Network TwentyOne reserves the right to terminate your subscription in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the

unauthorized use of your access number(s), password(s) and/or account number(s), or breach of this Agreement. IN NO EVENT WILL NETWORK TWENTYONE'S LIABILITY TO YOU FOR ITS TERMINATION OF YOUR WEBSITE SUBSCRIPTION EXCEEDS THE AMOUNT OF THE WEBSITE SUBSCRIPTION FEE.

- 5. USE OF YOUR SUBSCRIPTION NUMBER You shall be responsible for all use of your subscription Username and Password (your "Number") and shall notify Network TwentyOne immediately of any unauthorized use of your Number or if you believe that the Number may have been lost or stolen. You shall continue to be responsible for all use of your Number, including all charges to your account, until you provide Network TwentyOne with written notice to the contrary. You agree to indemnify Network TwentyOne and hold Network TwentyOne harmless from and against any claim, loss, or liability arising from the violation of this Agreement by you or by anyone using your account, including, but not limited to, copyright infringement, privacy or proprietary rights.
- 6. NETWORK TWENTYONE'S COPYRIGHT, TRADEMARK, AND EXCLUSIVE PROPERTY Network 21, Network TwentyOne, and n21europe.com are trademarks of Network TwentyOne International, Inc. The use of such trademarks or the information contained in the n21europe.com site, without the express written consent of Network TwentyOne, is strictly prohibited and is protected by copyright and other intellectual property laws. You agree not to reproduce, redistribute, retransmit, broadcast or circulate the information received through the site, except that the information may be downloaded or printed for personal noncommercial use.
- **7. PRIVACY** Network TwentyOne recognizes the value of your privacy. We do not sell customer lists or e-mail lists to anyone.
- **8. INFORMATION UPDATES** Network TwentyOne has made every effort to ensure the accuracy of the information presented and collected on n21europe.com, but we are not responsible for input errors or technical problems. Should this web site or the corresponding database contain any inaccuracies, Network TwentyOne in its sole discretion reserves the right to correct, change or update information at any time without obligation or liability to anyone for damages, including incidental and consequential damages.
- 9. WARRANTIES THIS SITE AND THE PRODUCTS AVAILABLE FOR PURCHASE THEREON ARE PROVIDED BY NETWORK TWENTYONE ON AN "AS IS" BASIS. NETWORK TWENTYONE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NETWORK TWENTYONE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NETWORK TWENTYONE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR THE PRODUCTS THEREON, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. IN NO EVENT WILL NETWORK TWENTYONE'S LIABILITY TO YOU FOR ANY CLAIM RELATED TO OR ARISING FROM YOUR USE OF THE WEBSITE, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS BEING

SOLD THEREON, OR THE PRODUCTS PURCHASED BY YOU FROM NETWORK TWENTYONE, EXCEED THE AMOUNT OF THE YOUR WEBSITE SUBSCRIPTION FEES OR THE PURCHASE PRICE OF THE PRODUCTS PURCHASED BY YOU.

- 10. PURCHASING BUSINESS SUPPORT MATERIALS You understand, acknowledge, and agree that: (i) your own hard work is a key ingredient to any success you may have as an independent business owner, (ii) no one can promise or guarantee that the use of any specific method, approach, or sales aid will result in a more profitable business or the achievement of any specified level of success, (iii) no one can promise or guarantee that the techniques, attitudes, or approaches suggested in Network TwentyOne materials will work for you, and (iv) your purchase of Network TwentyOne products and services is strictly optional and voluntary on your part, and is not required. Network TwentyOne reserves the right to change prices of services, tools, materials with or without out any prior notice.
- **11. MATERIALS INDEPENDENTLY PRODUCED** Network TwentyOne products and services are published exclusively by Network TwentyOne and are not endorsed or approved by any other person or entity, unless otherwise stated.
- 12. GOVERNING LAW/ARBITRATION This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to Georgia's conflicts of laws principles and provisions. Any dispute or claim arising between you and Network TwentyOne will be submitted to and shall be resolved by final and binding arbitration in Atlanta, Georgia, and shall be governed by the Federal Arbitration Act and the rules of the American Arbitration Association then in effect. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the construction, interpretation and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement. Provided however, nothing contained in this provision shall be intended to deprive you of the benefits of your state's consumer protection laws to the extent such laws require that the venue for resolving a dispute must be in your state of residence or other jurisdiction, and in such event, binding arbitration will occur in such state in accordance with the rules of the American Arbitration Association then in effect. All information disclosed as a part of the Arbitration process shall be kept confidential.

To the full extent permissible by applicable law, each of the parties hereto hereby waive fully their respective rights to a trial by jury in each and every trial or other proceeding in which one or more causes of action or issues are raised which result from or arise out of this Agreement or any transaction between you and Network TwentyOne. Each of the parties hereby represents to the other that this Agreement has been freely and voluntarily made after having been fully and completely read and understood by the respective parties or their authorized officers, and that the respective parties understand the nature of the right hereby being waived. Network TwentyOne reserves the right to change and/or add or withdraw parts of this E.U.L.A. with or without out any prior notice.

13. RECOGNITION AND USE OF SUBMISSIONS – If, at our request or on your

own, you send, email, post, speak at a function, or otherwise transmit to us or this Website information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles, stories about yourself or your weight loss, or other materials (including, but not limited to, posting, emailing, or otherwise transmitting Postings on any Forum) (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, Network TwentyOne's property. None of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, you grant us and our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (as well as consent) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed (collectively, the "Rights to the Submissions"), until you terminate the Rights to the Submissions granted herein upon sixty (60) days advance written notice sent to and received by Network TwentyOne; provided however, nothing contained herein shall be deemed to limit or modify Network TwentyOne's rights in and to the Rights to the Submissions to the extent you grant or have granted to Network TwentyOne all right, title, and interest to the Rights to the Submissions in any other agreement between you and Network TwentyOne. You also warrant that any third party holder of any Rights to the Submissions, including moral rights in such Submissions, has validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that Network TwentyOne's successors and assigns shall be entitled to unrestricted use of the Rights to the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Rights to the Submissions.

- 14. ACCEPTANCE OF THE TERMS/CONDITIONS/POLICIES By using or accessing the n21europe.com website, you signify your assent to the terms and conditions of this Agreement. Network TwentyOne reserves the right to amend, remove, or add to the terms and conditions of this Agreement at any time in its sole discretion by changing the terms and conditions of this Agreement and making such changes available for review online. Your using or accessing the n21europe.com site after changes have been made signifies your acceptance of any such changes, but any such changes shall not affect any of the parties' rights or obligations arising prior to such changes.
- **15. LINES OF AFFILIATION** If you identify errors in the Network TwentyOne lines of affiliation, please notify Network TwentyOne via e-mail at admin_se@n21.com. Network TwentyOne has the exclusive right and sole discretion to make changes to the Network TwentyOne lines of affiliation.
- **16. ENFORCEABILITY OF AGREEMENT** If any clause or provision of this Agreement is illegal, invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and in lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be substituted, as part of this Agreement, a clause or provision similar thereto which is legal, valid and enforceable such that the intent of this Agreement is maintained.

17. RELATIONSHIP OF THE PARTIES - Nothing contained in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties, as you are an independent business owner, and not a representative for Network TwentyOne.

- **18. WAIVER** Network TwentyOne's failure to enforce any provision of this Agreement will not constitute a waiver of Network TwentyOne's right to subsequently enforce such a provision or any other provision of this Agreement, nor will any delay or omission on Network TwentyOne's part to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
- **19. ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, conditions, communications, and agreements, whether oral or written, between the parities relating to the subject matter hereof.
- **20. RECEIVE E-MAILS** As a member/subscriber of n21europe.com you agree to receive e-mails from Network TwentyOne and others concerning the business, which may include updates, product promotions, motivational material, and other information.
- 21. THIRD PARTY PRODUCTS AND SERVICES The n21europe.com site contains links to other internet sites, including but not limited to affiliate sites providing advice and other goods and services, which are owned and operated by third party vendors. These links do not mean that n21europe.com endorses or accepts any responsibility for the content, use, or products and services made available through such web site(s). By utilizing these links, you acknowledge and agree that n21europe.com is not responsible for the actions, content, accuracy, privacy policies, opinions expressed, services provided, goods sold, or other links provided by these sites. You further acknowledge and agree that n21europe.com is not responsible, either directly or indirectly, for any damages, or losses caused or alleged to have been caused by use of or reliance on the actions, content, accuracy, privacy policy, opinions expressed, goods, or services provided through these links or made available through these resources. Should you have questions regarding these sites or those persons selling you such products or services, you should address them directly with the site administrator for the particular site or such person directly.
- 22. POSTINGS ON WEBSITE You acknowledge that all information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials posted, emailed, or otherwise transmitted to or on n21europe.com (the "Website"), whether posted our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to the Website. We do not control the Postings posted, emailed or otherwise transmitted on our Website by others and, as such, we do not guarantee the accuracy of such Postings. You understand that by using the Website, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for

any Postings, including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through the Website. You agree not to use these Website to upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion). All communications, including, but not limited to, chat and message board communications, are public and not private communications. Although we reserve the right to remove, without notice, any Posting for any reason, we have no obligation to delete Postings that you may find objectionable or offensive.

23. MISC - The terms and provisions of this Agreement shall not be construed against or in favor of a party hereto merely because such party or its attorney is the draftsman of this Agreement. The captions of paragraphs and sections in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

24. TERMS OF PURCHASE AND USE FOR NTOOL MP3 DOWNLOADS

This end-user license agreement (the "E.U.L.A.") governs your rights to the digital audio and/ or video files (the "Downloads") you are downloading from the N21europe.com or its affiliate sites. It is a legally-binding contract between you and Network TwentyOne (sometimes referred to below as "N21" "we" or "us" or "our") that grants you a limited license to access and to use the Downloads you have selected. By purchasing and downloading or otherwise using the Downloads, you acknowledge (by clicking the agreement option on the purchasing page) that you have read the E.U.L.A. and agree to be bound by its terms and conditions, and the other terms and conditions in this Agreement set forth above. If you do not agree to (or cannot comply with) the terms and conditions of this E.U.L.A. and the terms and conditions of this Agreement, do not purchase or otherwise use the Downloads. Your purchase is charged to the credit card on your n21europe.com account.

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the media library) are only for your use during the limited term of the license you purchased. The sale to you of any Downloads does not convey to you any reproduction rights in the Downloads. You may not modify or sell or re-sell, to any other person any materials contained on the Downloads. We reserve the right to enforce the Usage Rules with or without notice to you. As long as you comply with this E.U.L.A., we grant you a non-exclusive, non-transferable, limited right to use the Downloads during the term of the limited license you purchased. The Downloads may be owned by us or by third parties. In all circumstances, you understand and acknowledge that your rights with respect to Downloads you obtain will be limited by copyright law and by the Usage Rules, as described in the E.U.L.A.

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You will defend and indemnify us and our direct and indirect parents, licensors, distributors, suppliers and affiliates (and their respective officers, directors, employees and agents) against any and all claims, losses, damages, liabilities, deficiencies, judgments, assessments, fines, costs and other expenses (including reasonable attorneys' fees) arising from or relating to your use of the Download.

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PERSONAL DATA ACT

By using N21europe.com or any other service provided by Network TwentyOne, I give

my consent under the Personal Data Act (PuL) to let Network TwentyOne store and manage my information as they see fit. In order to maintain a healthy business relationship with my N21 Upline, I also agree to let Network TwentyOne keep my N21 Upline notified of my activity within Network TwentyOne, Channel21, and N21europe.com, such as, but not limited to; CEP subscription, purchases of any BSM or tickets. Subscribers can at all times request access to any and all information Network TwentyOne has registered about the subscriber. Subscribers can at all times request to have their personal details deleted.

If you have further questions, please email at: admin_se@n21.com

Network TwentyOne Scandinavia, Sisjö Kullegata 5, 421 32 Västra Frölunda, Sweden Phone: +46 (0) 31 748 35 90, E-mail: admin_se@n21.com VAT no: SE 556569946801