



Website Terms of Use

Nerium International Austria GmbH

Nerium International Austria GmbH (“Nerium” or “we” or “us”) operates the website www.nerium.at and its affiliated websites ending “.at” (e.g. <http://mark.nerium.at>) (“Websites”). Use of the Websites is subject to the following Terms of Use of the Website (“Terms of Use”).

1. PURPOSE OF THE WEBSITES

The Websites allow you (1) to obtain information about Nerium and the Nerium products, (2) to purchase products from Nerium as an end-customer (“End-Customers”), and (3) to enroll into the Nerium distribution system (“Nerium System”) as an Independent Brand Partner (“Brand Partner”) so that you may as a Brand Partner (i) re-sell the Nerium products directly to your family and friends and (ii) establish an affiliated website via which other customers may purchase products from Nerium.

In addition to these Terms of Use, special terms that prevail over these Terms of Use may apply for individual pages, services or functions of the Websites, in particular for End-Customers and Brand Partners.

The Website may only be used by individuals 18 years and older.

2. NERIUM SYSTEM AND NECESSARY DATA SHARING

Nerium products can only be purchased via the Nerium System. The Nerium System is built on the following structure: Nerium products are primarily sold via the marketing network of our Brand Partners, in particular via the affiliated websites of Brand Partners. In order to become a Brand Partner and create such an affiliated website, an individual must be referred by another Brand Partner and register via such Brand Partner’s affiliated website (“Brand Partner Sponsor”). Thereby, each Brand Partner becomes part of a Brand Partner network that includes the Brand Partner Sponsor and all upline Brand Partners above the respective next-in-line Brand Partner (“Brand Partner Network”).

As the compensation owed by Nerium and any Nerium affiliates to their Brand Partners involves the entire Brand Partner Network via which a Nerium product was ordered and as Brand Partners require the details of their compensation for accounting and taxation purposes, an inherent aspect of the Nerium System is the sharing of purchase details of End-Customers and sales details relating to the Brand Partner website with the entire Brand Partner Network and with other Nerium affiliates. Otherwise Nerium cannot handle and process any purchase orders and provide compensation to the Brand Partners.

If you do not want your purchase details as End-Customer or sales details as Brand Partner to be shared with the Brand Partner Network and with other Nerium affiliates, you must not order any products via the Websites or otherwise participate in the Nerium System. The sharing of personal data with other affiliates as well as with the Brand Partner Network is an integral aspect of the business concept of Nerium and how Nerium offers its products.

3. REGISTRATION

If you register with the Websites as an End-Customer or as a Brand Partner, you are solely responsible for maintaining the confidentiality of your account credentials and password. You are obliged to immediately notify Nerium of any unauthorized use of your account credentials and/or password or any other unauthorized access to or usage of your account. You are further obliged to log out of your account after completion of each session.

4. PURCHASE OF PRODUCTS FROM NERIUM AS AN END-CUSTOMER

Subject to Nerium’s Terms of Sale for End-Customers you may order products from Nerium via the Websites. Depending on the frequency of product orders you either qualify as a regular customer (“Retail Customer”) or as a high-frequent customer (“Preferred-Customer”). Preferred Customers are in particular those End-Customers who ordered auto-delivery of certain products for monthly delivery. End-Customers may terminate their contractual relationship with Nerium concerning their account at any time by giving written notice (email is sufficient). Same applies to Nerium.

5. ENROLLMENT AS BRAND PARTNERS

Subject to the Terms of Agreement, the Policies and Procedure Manual and other relevant legal terms as specified during the enrollment process you may enroll as a Brand Partner of the Nerium System and purchase products from Nerium for purposes of reselling them. Brand Partners and Nerium may terminate a Brand Partner’s participation in the Nerium System in accordance with the Policies and Procedure Manual.

6. INTELLECTUAL PROPERTY

Nerium and its licensors reserve any copyright and other intellectual property rights with regard to the content of the Websites, in particular texts, illustrations, graphics, layouts, pictures, audio and video, logos, trademarks, trade names, titles, service marks as well as their selection and arrangement, software, and any other information on the Websites protected by intellectual property rights (collectively “Website Content”).

If you are not a registered Brand Partner: The Website Content is provided by Nerium as a service to you and may be used for informational, non-commercial purposes only. Website Content may not be reproduced, distributed, rented, lent, displayed in public, made available to the public, edited, adapted, transformed or used in any other way without Nerium’s prior written consent. You are only permitted to make technically necessary copies of the Websites for the purpose of browsing (access to the Websites and display of the Website Content). Any rights to marks used on the Websites (trademarks, trade names and titles) are reserved by their respective owners.

If you are a registered Brand Partner: The Website Content is provided by Nerium as a service to you and may be used only in compliance with the terms of the Policies and Procedures Manual. In addition, Brand Partners are permitted to make technically necessary copies of the Websites for the purpose of browsing (access to the Websites and display of the Website Content). Furthermore, Brand Partners are permitted to electronically copy and print in hard copy portions of the Websites for the sole purpose of doing business as a Brand Partner. Any other use of Website Content is prohibited.

7. USER SUBMISSIONS

The Websites may offer functions which allow you to submit information such as product reviews, ratings, comments and questions related to the Nerium System and products. Any information, material, or other communications you transmit or post to the Websites will be considered non-confidential, non-exclusive, royalty-free, irrevocable, fully sub-licensable and non-proprietary (“Communications”).

You must not submit or post any Communications that could be considered illegal, harmful, threatening, abusive, harassing, objectionable, infringing upon intellectual property rights or in any other manner in breach of applicable law or inappropriate. Nerium does not pre-screen any Communication and Nerium has the right to reject or remove any Communication from the Websites.

Nerium will be free to disclose, copy, distribute, incorporate and/or otherwise use the Communications, together with all data, images, sounds, text, and other material embodied therein, for any and all commercial or non-commercial purposes to the extent permitted by applicable law.

8. LIABILITY

- 8.1** Nerium does not guarantee that the Website Contents are accurate, complete or up to date. In particular, Nerium does not guarantee that the Websites will be accessible, free of defects and viruses and secure at all times and that Website Contents can be downloaded safely.
- 8.2** Nerium’s liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:
- (i)** Nerium shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;
 - (ii)** Nerium shall not be liable due to a slightly negligent breach of any other duty of care applicable.
- 8.3** The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the Austria Product Liability Act (*Produkthaftungsgesetz*), and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Nerium has assumed a specific guarantee.
- 8.4** Sections 8.2 and 8.3 shall apply accordingly to Nerium’s liability for futile expenses.
- 8.5** You shall be obliged to take adequate measures to avert and reduce damages.

9. LINKS TO THIRD-PARTY WEBSITES

The Websites link directly or indirectly to external websites operated by third parties. The availability or content of such third-party websites are not controlled by Nerium and its Brand Partners and Nerium and its Brand Partners have no control over these third-party websites. In particular, Nerium and its Brand Partners do not adopt the content of such third-party websites as their own and do not assume any responsibility nor liability for the content or safety of such third-party websites.

10. MISCELLANEOUS

- 10.1** You are obliged not to access or use the Websites in any manner that could damage or overburden any Nerium computer systems or networks or use the Websites or Content provided on or through the Websites for any purpose that is unlawful or prohibited by these terms and conditions.

- 10.2** You may use the Websites only in compliance with these Terms of Use and with applicable law as well as only for lawful and appropriate purposes. In particular, it is prohibited to use software, processes or equipment that manually or electronically interfere with the Websites' operation or functionality or that cause an inappropriate or excessively large load for the Websites or to use robots or other tools in order to copy, reproduce, transmit, or display the Website Content on unauthorized websites.
- 10.3** Nerium may change, amend or remove any Website Contents or the Websites in whole or in part at any time and without prior notice. Nerium may change or amend the Terms of Use in compliance with applicable law.
- 10.4** Any dispute between you and Nerium in the context of your usage of the Websites shall be governed by Austria law.