

REGULATIONS OF LIVIOON POLSKA

§ 1. General provisions - introduction and company information

1. The following Regulations form the basis for the operation of Livioon Polska direct sales network.
2. Livioon Polska spółka z ograniczoną odpowiedzialnością sp. k. having its registered seat in Modlniczka, ul. Korolowa 10, 32-085 Modlniczka, operating in the area of direct selling, entered into the Register of Entrepreneurs of the National Court Register under the number 0000504483, hereinafter referred to as Livioon.
3. A person joining Livioon declares that he/she has read the present Regulations and accepts its provisions. These Regulations form an integral part of the Business Partner Agreement.

§ 2. Definitions

1. Business Partner - an entity bound to Livioon by the agreement on the participation in the sales network (Business Partner Agreement), who has completed the training and has joined Livioon using one of the several offered options of cooperation in order to gain financial benefits, having a status other than the Customer status.
2. Registered Customer (Recipient) - an entity bound to Livioon by the agreement on the participation in the sales network (Business Partner Agreement), who has completed the training and has joined Livioon (using one of the several offered options of cooperation) in order to purchase products for own use and not to provide any services to Livioon. Registered Customers have the right to purchase goods for own use without establishing a business, at the discount resulting from the Settlement Plan.
3. Settlement Plan - a document in a written form laying down the terms and conditions of reaching subsequent performance levels and calculating commissions for Business Partners.
4. Percentage Level (threshold) - the level of a given Business Partner depending on the size of the group and the total number of points gained for the purchased products in a given accounting month.
5. Starter Kit - (starter package, starter kit) - the basic tool of each Business Partner's operations, with the use of which he/she presents the company's products. The condition for joining Livioon sales network is the purchase of the selected Starter Kit in the first registration order. Available Starter Kits and forms of cooperation can be viewed after completing the registration form and in the Settlement Plan.
6. Sponsor - a Business Partner who enables new persons to join Livioon, whose position in the structure is directly above the introduced Business Partner, referred to as a Sponsor in the system and in the Business Partner Agreement.
7. Business Partner Agreement - (agreement on the participation in Livioon sales network) - a form which enables the Business Partner Candidate to register with Livioon and allows to create an account in the Livioon Virtual Office with a unique Identification Number referred to as ID. The Business Partner Agreement becomes effective upon delivery of the signed document to Livioon.
8. Product Catalogue - description of Livioon products including their catalogue prices, with the reservation that it does not constitute an offer within the meaning of the Polish Civil Code.
9. Catalogue Price - the price set and published by Livioon at which a Business Partner sells the products.
10. Business Partner's (Distributor's) and Registered Customer's Price - the price at which a Business Partner buys products from Livioon; it is the Catalogue Price less the discount resulting from the current price list.
11. Commission - the amount that a Business Partner can receive for reaching a Percentage Level specified in the Commission Plan. The Commission can be granted in the form of a discount on Livioon products or in the form of remuneration. Livioon carries out settlements on a monthly basis, which means that Business Partners are obliged to pay the funds on an ongoing basis after the Accounting Period is closed; we do not take into account the sum of commissions from several months. The Commission in a given accounting month is calculated on the basis of paid orders (invoices/receipts). Additional information on the withdrawal of funds is available after logging in to the Livioon Virtual Office in the file Commission Withdrawal Forms. Commissions are calculated after the closing of the Accounting Period (AP). AP closing date is always published in the News that can be seen after logging into the system. The necessary condition for calculating the commission in a given financial month is obtaining the required Self Consumption, specified in the Commission Plan, which is an integral part of these Regulations. If this condition is not met, the commission will not be credited in the Commission Plan *. Therefore, the next person (up the structure) who meets this condition will receive additional funds due to this (so-called commission compression). *concerns part I of the Commission Plan (0% - 22%).
12. Your Sales Structure/Sales Network - a group of Business Partners established by you where each Business Partner (Sponsor) sponsors another person, who sponsors further Business Partners etc.
13. Branch - a group of Business Partners within your structure, starting from the Business Partner sponsored in the first line directly below the Sponsor.
14. Livioon Virtual Office - a place where you can find all the necessary information concerning the settlements of Business Partners, changes and news in Livioon, as well as the Livioon Shop where Business Partners can place orders online. Access to the Virtual Office is granted to registered Business Partners and Registered Customers. Logging in is based on the data used during registration (login and password).
15. Virtual wallet - a place where your funds accrued in accordance with the Settlement Plan are located after the end of the Settlement Period.
16. Self consumption - minimum own turnover to obtain commission in a given month.



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§ 3. Joining Livioon sales network

1. The following persons can become Business Partners in the sales network:
 - a) Any natural person with full legal capacity, a legal person or a commercial partnership;
 - b) Any natural person who is at least 16 years old, upon a written consent of his/her legal guardian. The Business Partner Agreement is signed by the legal guardian on behalf of the minor.
2. The condition of joining Livioon sales network is the delivery of the signed Business Partner Agreement and selection of one of the available options of cooperation from the current Livioon offer.
3. A candidate for the position of a Business Partner or a Registered Customer becomes one upon signing the Business Partner Agreement and sending it successfully to our office, selecting one of the currently available forms of cooperation. At the time of registration, an Individual Account is created in the Livioon Virtual Office, which needs to be activated by clicking on the activation link received at the e-mail address indicated during the registration.
4. Livioon reserves the right to refuse to conclude the Business Partner Agreement when:
 - a) The Candidate expresses the will to rejoin the cooperation despite the fact that 6 months have not yet passed following the termination of the membership referred to in § 4(10) of these Regulations.
 - b) The Candidate is already bound by the Business Partner Agreement with Livioon.
 - c) The Candidate has provided false personal data.
 - d) The Candidate was already bound by the Business Partner Agreement and it was terminated due to the breach of its provisions.

§ 4. Rights and obligations of Business Partners and Registered Customers

1. By signing the Business Partner Agreement, the Business Partner commits to observe the rules of operation and distribution of Livioon products in accordance with the current policy of the company. Any additional information is provided during training, after logging in to one's account in the Livioon Virtual Office and in additional publications.
2. The Business Partner is obliged to learn about the changes concerning the rules of cooperation and the functioning of Livioon on an ongoing basis.
3. A Business Partner who has joined Livioon as a natural person can have only one unique ID in the Livioon IT system. In the case of legal persons and commercial partnerships, it is possible to have more than one ID assigned to the same business operator after submitting an application in this respect and obtaining Livioon's consent.
4. A Business Partner who is:
 - a) Married or in a partnership running a joint household;
 - b) In a civil law partnership running business operations involving direct sales of Livioon products;
 has the option to receive a single joint ID after submitting an appropriate application in this respect. Such persons are obliged to be jointly and severally liable towards Livioon for their actions. It is possible to add the persons referred to in these Regulations (§4(4)(a) and (b)) later to the same Business Partner Agreement at the same level of the structure and under the same number after submitting an application in this respect.
5. A Business Partner Agreement is concluded with the Business Partner who is a party to the agreement and acts on his/her own behalf. It may be assigned or transferred to a third party upon submission of an application in this respect and obtaining consent from Livioon in certain cases where the party to the action is:
 - a) A spouse;
 - b) A partner in a partnership or a civil law partnership;
 provided that none of the declared persons has been previously deprived of the Business Partner's rights due to a breach of the rules of these Regulations. Each such case will be considered individually by Livioon Management Board after the Business Partner submits a relevant application in this respect.
6. A partner of a partnership or a civil law partnership who has been declared a Business Partner in the agreement may continue the cooperation with Livioon if the existing Business Partner operating under the same Business Partner Agreement terminates the participation agreement or dies.
7. If the Business Partner changes the personal data or the form of business activity, he/she should immediately notify Livioon accordingly by filing a relevant application.
8. In the case of changing the profile of the account from a natural person to a legal person, a relevant letter must be sent to Livioon with an extract from the Central Register and Information on Economic Activity (CEIDG) or the National Court Register (KRS).
9. The Business Partner is obliged to keep sales documentation and accounting records in accordance with professional ethics and applicable legal and tax requirements.
10. The Business Partner can establish a new Business Partner relationship under a different sponsoring line 6 months after the date of membership termination. The condition for re-joining is signing a new Business Partner Agreement and selecting one of the currently available options of cooperation. In certain cases, the Company reserves the right to deny the Candidate the possibility to establish a new sponsorship relationship under a different line or granting consent before the expiry of the statutory 6 months.
11. In the event of termination of the Business Partner Agreement due to death or inactivity specified in these Regulations (§ 4(12)), management of the group is transferred to the Sponsor with the reservation that in exceptional circumstances Livioon will reserve the right to transfer the management to a different entity.
12. In each subsequent year of the Business Partner Agreement's duration (starting from its conclusion), the party must purchase any Livioon product for the Agreement not to expire. Purchase means the purchase of products generating points; marketing products are only an addition to orders.



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13. The Business Partner may not participate in or receive income from more than one distributor line throughout the duration of the Agreement.
14. It is prohibited to encourage or induce other Business Partners to change the Sponsor, as well as to support such procedure.
15. If Livioon determines that there are irregularities in the sponsorship line, the Business Partner can be excluded from Livioon and the second line can be merged with the first one.
16. The Business Partner is obliged to collect the ordered products on time and pay for them, and in the case of failure to collect the ordered products, to bear the consequences, i.e. to reimburse the actual costs incurred by Livioon in this respect. Livioon reserves the right to deduct the above-mentioned costs from the Commission due to the Business Partner or, in the case of registration, from the Sponsor's commission.
17. The Business Partner is not an employee of Livioon. Therefore, he/she is not entitled to take any actions in Livioon's name and on its behalf, in particular to incur any liabilities. The Business Partner cannot use any names and terms that would in any way imply that he/she is an employee, attorney-in-fact or a person acting in the name or on behalf of Livioon. The Business Partner who sells products acts in his/her own name and on his/her own behalf as an independent business operator. Livioon Business Partners cannot make any promises regarding obtaining specific income, each of them declares that his/her income is a measure of his/her work, activity and commitment.
18. During the sale or promotion of Livioon products, the Business Partner can use the Livioon trademark only under the conditions agreed with the Company.
19. The Business Partner is obliged to conduct distribution activity in an ethical manner. The information about the products, prices and their properties should be provided to the Customer in a reliable and fair manner, in accordance with the data received from Livioon included in the current Marketing Materials. It is unacceptable to mislead the buyers.
20. The Business Partner sells the products at Catalogue Price, whereas such prices do not apply to seasonal promotions.
21. The Business Partner is not guaranteed any specific income, level of profit or business performance. The Business Partner's earnings are generated through effective sales of Livioon products and building a sales group.
22. The Business Partner does not have exclusive rights to operate in any of the regions where he/she is authorized to operate.
23. The Business Partner who sells Livioon products can only do it using the direct sales method. It is permissible to prepare the so-called exposition, i.e. to place the products or perfume samples in a visible place e.g. in a beauty salon, hair salon or small business. The prerequisite is to keep the form of direct sales, which means that the Business Partner or a person trained by him/her will provide reliable information about Livioon products and Livioon pricing policy will be followed.
24. It is prohibited to sell the products in chain beauty/pharmacy retail shops on a shelf, without the Business Partner's supervision and without providing reliable and comprehensive information about the product.
25. It is not forbidden for Livioon Business Partners to cooperate with other entities providing their services on the market; however, we reserve the right to terminate the Business Partner Agreement in the following cases:
 - a) Selling or presenting, either directly or indirectly, the products of another company to Livioon Business Partners and offering them cooperation;
 - b) Using personal data of Livioon structures for purposes other than acquiring new Business Partners for Livioon;
 - c) Combining Livioon product presentations and training with presentations of products of other companies.
 - d) Advertising products and recommending cooperation with other MLM and similar entities in the broadly understood Social Media and via instant messengers to other Business Partners of Livioon Polska.
 - e) Persuading other Business Partners to terminate the contract with Livioon Polska.
26. It is forbidden to sell Livioon products using online auction websites. In exceptional circumstances, Livioon may consent to it in writing after receiving a request in this respect.
27. Livioon declares that the Company's literature (as defined by the copyright law) cannot be reproduced without written consent. It is prohibited to disseminate Livioon's logotype, graphics, photographs and the Company's literature without Livioon's prior consent.
28. Unused funds accumulated in a given calendar year in the Business Partner's Virtual Wallet are irretrievably forfeited after December 31 each year.

§5. Breach of obligations of Business Partners and Registered Customers

1. Livioon reserves the right to apply the following sanctions:
 - a) Deprivation of the right to recommend a new person for the position of Business Partner;
 - b) Temporary suspension of the Business Partner Agreement for the period longer than 6 months, which is equivalent to the loss of the right to make purchases and to keep the due Commission resulting from the Settlement Plan;
 - c) Deprivation of the right to participate in training, events and team building trips;
 - d) Termination of the Business Partner Agreement without notice and removal from the list of Livioon Business Partners in the event where the Business Partner breaches the provisions of these Regulations, the Settlement Plan or other applicable rules of operation in the Livioon Network established by Livioon, published and known.



§.6. Consent for image use

1. Business Partners joining Livioon give their consent for Livioon Polska to use their image recorded in the videos/photos taken during company meetings, training and events. Moreover, they declare that they will not raise any objections to the content, manner and form of the image presented in the photos and videos, as well as to their distribution, multiplication, recording, copying and public dissemination (mass media, social media etc.). The consent for image use is granted free of charge.

§.7. Personal data protection

1. Livioon is the controller of the database containing the personal data of all Business Partners. Each Business Partner has the right to view his/her data and to request its update.
2. The Business Partner consents to the processing of his/her personal data by Livioon Polska in order to comply with the provisions of the Business Partner Agreement, the Regulations, the Settlement Plan, organize an international distribution network, contact the Business Partners, carry out incentive programs, carry out all settlements (discounts, points, Commission) and purchasing Livioon products. The following data will be processed: name, surname, residential address and possible contact address, e-mail address, telephone number, ID number and the date of creating an account in the Livioon system.
3. We inform that the Controller of your personal data is Livioon Polska spółka z ograniczoną odpowiedzialnością Sp. k. having its the registered seat in Modlniczka 32-085 at ul. Korolowa 10. NIP (tax identification number) 5130237364, REGON (statistical identification number) 123082379, KRS (National Court Register number) 0000504483, District Court for Krakow-Śródmieście in Krakow, 11th Economic Division of the National Court Register. E-mail address: info@livioon.com, phone: 12 352-22-20, www.livioon.com
4. We inform that the recipients of your personal data can include: companies providing IT services for Livioon Polska, international branches and franchisees, other members of Livioon sales network and potential partners, courier companies delivering parcels from Livioon, companies organizing training, events and trips for Livioon Business Partners.
5. In the case of the Business Partner's withdrawal of the consent for the processing of his/her personal data, the Business Partner Agreement will expire.

§.8. Livioon membership termination; dissolution or expiration of the Business Partner's Agreement

1. The Business Partner is entitled, without any consequences, to terminate the Business Partner Agreement at any time with a two weeks' notice by submitting a written termination notice to Livioon, effective as of the end of a full calendar month. The procedure for re-establishing a new Business Partner relationship is regulated by § 4(10) of these Regulations.
2. A natural person with the Registered Customer status who does not run the business of direct sales of Livioon products has the right to withdraw from the sales contract within 14 days from the date of receiving the parcel containing Livioon products, the Starter Kit. The condition is to return the products at his/her own expense. The declaration of withdrawal should be made in writing and sent to Livioon within 14 days from the date of concluding the Business Partner Agreement. All points gained for the sale of the products covered by the withdrawal will be cancelled and deducted from the turnover of all other members of the given sponsorship line to whom these points have been awarded. The funds for the returned goods will be refunded upon receipt of the products and cancellation of the order.
3. In the event of the Business Partner's death, his/her previous status is subject to inheritance law. To this end, the heir or heirs (persons entitled to inheritance) must make a declaration in writing with notarised signatures or a court ruling. The application in this respect should be submitted within 3 months from the date of opening the inheritance. If there are no heirs or if no such application is submitted, § 4(11) will apply.

§.9 Final provisions

1. Livioon reserves the right to amend these Regulations without the need to conclude supplements. The Business Partner will be informed about any amendments in writing in the News after logging in to the Virtual Office.
2. The Business Partner has the right to refuse to consent to the proposed amendments to these Regulations within 14 days from the moment of receiving a written notification in this respect. Lack of a written statement will equal acceptance of the proposed amendments. Refusal to accept the amendments will equal termination of the Business Partner Agreement.
3. In matters not covered by these Regulations, provisions of the Polish Civil Code will apply.

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