

## TERMS OF USE

Last Updated: **June 11, 2018**

The following terms and conditions ("**Terms of Use**") govern access and use of this website (this "**Website**") by anyone (collectively, "**Users**"). The Website is owned by Lyoness Canada Inc. ("**Lyoness**"). In addition to these Terms of Use, Users who are also Lyconet Marketers are also subject to the Lyconet Agreement together with any additional contractual documents.

By accessing this Website, Users agree to be bound by these Terms of Use and further agree that Lyoness cannot be held liable under any circumstances for any access to or use of this Website. Lyoness may modify these Terms of Use from time to time without any notice being provided to Users. In the event it modifies these Terms of Use, Lyoness will update the date of last modification that appears at the top of these Terms of Use. It is the Users' sole responsibility to review these Terms of Use upon each visit to the Website to determine whether changes have been made to these since their last visit to this Website and/or since their last review of these Terms of Use.

Lyoness will make every effort to present correct and up-to-date information on this Website. HOWEVER, NO LIABILITY IS ASSUMED FOR THE DETAILS AND INFORMATION DISPLAYED ON OR MADE AVAILABLE THROUGH THIS WEBSITE. USERS AGREE THAT ANY ACCESS TO AND ANY USE OF THIS WEBSITE AND ITS CONTENT IS AT THEIR SOLE RISK. LYONESS WILL NOT BE LIABLE FOR ANY DAMAGE RESULTING FROM ACCESS TO, USE OF, OR THE INABILITY TO USE THIS WEBSITE OR CONTENT THEREOF, OR FOR ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENCE OR IMPROPER CONDUCT RELATING THERETO.

All image, text, audio files, animations, videos, software, and all other content and components of this Website (collectively, "**Content**") are protected by copyright and may not, in whole or in part, be distributed, downloaded, altered, reused, redirected, published, imported, or otherwise used without Lyoness' the prior written permission. Content made available to a User for download in a private section or area of this Website may only be used by such User for private and personal use and may not be shared, communicated or made available to anyone else.

Lyoness reserves the right to exclude anyone from accessing or using this Website or any services and/or Content available through access to or use of the Website if there are good reasons for doing so.

Lyoness shall not be liable for any damages, loss or liability relating to Users accessing any third party site that is referenced on this Website or for which a hyperlink is provided on this Website ("**Third Party Sites**"). Lyoness shall not be liable for any unlawful activities or improper conduct relating to a User accessing or using a Third Party Site or for information, content, products or services requested, made available, procured and/or provided on Third Party Sites. Lyoness will also not be liable for any content posted by persons in any public or private forum on this Website unless it has actual knowledge of the same and fails to act promptly to remove such information or block Users' access to it. Discriminatory, offensive, morally objectionable, or unlawful Content may be removed by Lyoness at any time in its sole discretion.

Lyoness is happy to answer any questions regarding these Terms of Use and the General Terms and Conditions. Any such inquiries should be directed by mail, telephone, fax or e-mail at the following coordinates:

Lyoness Canada Inc.  
5000 Yonge Street, Suite 1706  
Toronto, Ontario M2N 739  
Canada  
Telephone: +1 (416) 479-8373  
Fax: +1 (416) 479-8372  
E-mail: [international@lyconet.com](mailto:international@lyconet.com)

## **DISCLAIMER AND EXCLUSION OF LIABILITY**

1. This Website, the Content and the goods and services offered on or through access to and/or use of the Website (collectively, the “**Products**”) are provided on an “as is” and “as available” basis. Lyoness assumes no responsibility for the currency, correctness, completeness, legality and/or quality of the Content or the Products including, without limitation, Product descriptions, Product prices, and information provided about the contractual partners of Lyoness. Technical errors and/or maintenance work, as well as other causes (such as a re-launch of this Website) may result in disruptions of access of this Website or availability of Content and/or Products. Lyoness assumes no responsibility or liability for any User not being able to access or use this Website and/or any Content and/or Product. Lyoness shall not be liable for any loss or damage whatsoever except in regard to those caused by its gross negligence or willful misconduct. All offers made by Lyoness are subject to change and are non-binding. Lyoness expressly reserves the right to modify, amend, or suspend access to this Website or any part thereof (and any Content and/or Product) without notice.

2. Lyoness is not responsible for hyperlinks and associated websites and content. Lyoness assumes no responsibility for the currency, correctness, completeness, legality, or quality of such content or liable in any respect in terms of the foregoing. All responsibility and liability shall fall upon the provider of the linked website. Lyoness has no influence on the current and future design, content, or authorship of websites and contents to which hyperlinks on this Website resolve. For this reason, Lyoness hereby expressly dissociates itself from and does not endorse or recommend access to or use of the websites and content to which hyperlinks on this Website resolve and from any Content authored or provided by other users or third parties. Lyoness is not required to constantly monitor all Content authored or provided by other users or third parties but will endeavour to promptly respond to reports that any such Content infringes any third party rights.

3. This Website may only be used by Users for personal and informational purposes. The Content is protected by copyright regardless of whether the Content is made available for a fee or free of charge. Any reproduction, use, rental, loan, publication, or any other type of use of Content is prohibited without Lyoness’ express written consent. Lyoness reserves all rights not expressly granted to Users in regard to Content and this Website.

4. Lyoness attaches great importance to the careful and confidential use of personal information but cannot guarantee the secure receipt, retention or communication of

personal information provided by Users. Users acknowledge and agree that they understand the underlying risks of communicating their personal information via a public network such as the Internet and that they are doing so on a purely expressly voluntary basis.

5. In the event that any portion of these Terms of Use is not enforceable in any particular jurisdiction, such portion will be deemed not to apply in regard to such jurisdiction without affecting the enforceability of the other portions of these Terms of Use. Likewise, the fact that any Content or Product is specifically described in these Terms of Use or on any other portion of this Website does not compel Lyoness to provide or make same available to Users.

6. Lyoness shall not be liable for user-generated content that is distributed through or made available on this Website. Lyoness shall not be liable for damages or losses caused by any such third party content and a User's sole remedy in regard to such damages or losses will be against the other User or third party posting or uploading such content. Each User shall indemnify and hold Lyoness harmless from any damages, costs, expenses, fines, liabilities and other losses that it may suffer in relation to any content posted or uploaded to this Website by such User. Lyoness reserves the right to delete any content of which it believes is illegal, obscene, offensive to common decency, or otherwise detrimental to the reputation of Lyoness and will not have any liability in regard to any such decision.