

## **TERMS AND CONDITIONS OF USE**

### **LYCONET WEBSITE TERMS OF USE**

These Terms of Use govern your use of the Lyconet website owned and operated by Lyoness America Inc. (“Lyoness”) (the “Website”). Please read these Terms of Use carefully before using the Website.

#### **A. Agreement to Terms**

By using the Website, you agree to these Terms of Use and the Lyconet Privacy Policy, which is incorporated herein by reference. Please review our Privacy Policy to understand our practices. Each time you use the Website, you reaffirm your acceptance of the then-current Terms of Use. If you do not wish to be bound by these Terms of Use, your only remedy is to discontinue using the Website.

Lyoness may change these Terms of Use at any time and in its sole discretion. The modified Terms of Use will be effective immediately upon posting and you agree to the new-posted Terms of Use by continuing your use of the Website. You are responsible for staying informed of any changes. If you do not agree with the modified Terms of Use, your only remedy is to discontinue using the Website.

#### **B. Accounts**

You may be required to create an account and specify a password to use certain features on the Website. You agree to provide, maintain, and update true, accurate, current, and complete information about yourself as prompted by the registration processes. You may not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s username, password, or other account information.

You are entirely responsible for maintaining the confidentiality of your password and your account. You are entirely responsible for all activity made by you or anyone that uses your account. You agree to safeguard your password from access by others. If you believe that your account has been compromised, you must immediately contact us by mail, e-mail, telephone, or fax at Lyoness America Inc., 450 East Las Olas Boulevard, Suite 700, Fort Lauderdale, FL 33301, and Tel: 001 (888) 565 8089, [international@lyconet.com](mailto:international@lyconet.com) You agree to indemnify and hold harmless Lyoness for losses incurred by Lyoness or another party due to someone else using your account as a result of your failure to use reasonable care to safeguard your password.

#### **C. Activities Prohibited on the Websites**

The following is a representative list of activities that are illegal or prohibited on the Website. Lyoness reserves the right to investigate and take appropriate legal action

against anyone who, in Lyoness's sole discretion, engages in any of the prohibited activities. Prohibited activities include, but are not limited to, the following:

- Using the Website for any purpose in violation of local, state, or federal laws or regulations;
- Posting anything to the Website that is infected with viruses, Trojan horses, or other malicious code;
- Impersonating another person or entity, or misrepresenting your affiliation with another person or entity;
- Harvesting or otherwise collecting information about others, including e-mail addresses, without their consent;
- Allowing any other person or entity to use your account;
- Harassing, threatening, stalking, or abusing any person;
- Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Website, or which, in the sole discretion of Lyoness, exposes Lyoness or any of its customers, suppliers, or any other parties to any liability or detriment of any type; or
- Encouraging other people to engage in any prohibited activities as described herein;
- Lyoness reserves the right, but is not obligated, to do any or all of the following:
  - Investigate an allegation that anything posted on the Website does not conform to these Terms of Use and determine in its sole discretion to remove or request the removal of the content;
  - Remove anything which is abusive, illegal, or disruptive, or that otherwise fails to conform with these Terms of Use; and
  - Terminate a user's access to the Website upon any breach of these Terms of Use.

#### D. Product Descriptions

Lyoness attempts to be as accurate as possible in its description of third party product and service descriptions ("Third-Party Products"). However, Lyoness does not warrant that Third-Party Product descriptions, prices, or other content on the Website, including such information provided by or about third-party retailers advertising on the Website, is accurate, complete, reliable, current, or error-free.

#### E. Third-Party Retailers

Lyoness enables you to browse for Third-Party Products available from third-party retailers ("Third-Party Retailers"), which are described on the Website. The Third-

Party Retailers are parties other than Lyoness that provide services or sell product lines on their own web sites, which you can access from the Website. Lyoness is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content of their web sites. Lyoness does not assume any responsibility or liability for the actions, products, and content of all these and any other third parties.

If you choose to make a purchase from a Third-Party Retailer, you will be taken to that Third-Party Retailer's web site and are subject the policies and the terms and conditions set forth in that web site. You should carefully review their privacy statements and other terms and conditions of use. Lyoness is not responsible for fulfilling any purchase orders, shipping any Third-Party Products, or handling any refund, return, or exchange requests for Third-Party Products ordered from Third-Party Retailers.

#### F. Electronic Communications

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### G. Hyperlinks

This Website may contain hyperlinks to third-party websites, such as Third-Party Retailers or other affiliated or unaffiliated companies of Lyoness. Lyoness does not control or endorse these third-party websites or any goods or services offered for sale or available on those websites. Some of these websites may contain materials that are objectionable, unlawful, or inaccurate. You acknowledge and agree that Lyoness is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, goods, services, software, products, or other materials on or available from such websites. All such websites shall be subject to the policies and procedures of the owner of such websites.

#### H. Lyoness Trademarks and Copyrights

All trademarks, logos, and service marks displayed on the Website are registered and unregistered Trademarks of Lyoness and/or third parties who have authorized their use (collectively the "Trademarks"). You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify these Trademarks in any way. Your use of Lyoness trademarks on any other website is strictly prohibited. All of the materials contained on the Website are copyrighted except where explicitly noted otherwise. Lyoness will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. Lyoness

neither warrants nor represents that your use of materials displayed on the Website will not infringe rights of third parties not owned by or affiliated with Lyoness. Use of any materials on the Website is at your own risk.

#### I. Changes to the Website

Lyoness may do any of the following at any time, with or without notice, and without any liability to you: (a) change, suspend, or terminate any pages, content, features, benefits, or services on the Website at any time; (b) impose limits on certain features and services or restrict your access to certain parts of the Website or the entire Website; and (c) terminate any authorizations, rights, and licenses granted herein.

#### J. Governing Law and Severability

These Terms of Use shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under the Terms of Use and or your use of the Website resides in the state courts located in Broward County, Florida, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action.

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any provision in these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision.

#### K. Warranties

The Website and Third-Party Products are provided on an "as is" basis. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE AND THIRD-PARTY PRODUCTS IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, LYONESS, ITS PARENT, SUBSIDIARIES, AND AFFILIATES (THE "LYONESS ENTITIES"), AND EACH OF THEIR AGENTS, REPRESENTATIVES AND SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. The Lyoness Entities, their agents, representatives and service providers cannot and do not guarantee or warrant that: (a) the Website will be reliable, accurate, complete, or updated on a timely basis; (b) the Website will be free human and machine errors, omissions, delays, interruptions or losses, including loss of data; (c) any files available for downloading from the Website will be free of infection by viruses, worms, Trojan horses, or other codes that manifest contaminating or destructive properties; or (d) the functions or services performed on

the Website will be uninterrupted or error-free or that defects in the Website will be corrected.

#### L. Limitation of Liability

THE LYONESS ENTITIES', THEIR AGENTS', REPRESENTATIVES', AND SERVICE PROVIDERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH RESPECT TO YOUR USE OF THE WEBSITE IS TO DISCONTINUE YOUR USE OF THE WEBSITE. THE LYONESS ENTITIES, THEIR AGENTS, REPRESENTATIVES AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR THE THIRD PARTY PRODUCTS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE OR THE THIRD-PARTY PRODUCTS, INCLUDING, WITHOUT LIMITATION, LOST OR STOLEN THIRD-PARTY PRODUCTS. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE LYONESS ENTITIES, THEIR AGENTS, REPRESENTATIVES AND SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LYONESS ENTITIES', THEIR AGENTS', REPRESENTATIVES' AND SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

#### M. Indemnification

You agree to indemnify, defend, and hold the Lyoness Entities and each of their agents, representatives, and service providers harmless from and against any and all claims, including but not limited to third party claims, damages, costs, and liabilities, including reasonable attorneys' fees arising out of, or in connection with, your violation of these Terms of Use.

#### N. Termination

Lyoness has the right to terminate your access to the Website for any reason, including, without limitation, if Lyoness, in its sole discretion, considers your use to be unacceptable, or in the event of any breach by you of these Terms of Use. Lyoness may, but shall be under no obligation to, provide you a warning prior to termination of your use of the Website.