

Definitions:

Data Controller – the controller of personal data at DUOLIFE S.A. with its registered office in Więckowice, Topolowa 22, 32-082 Więckowice (Poland), entered in the National Court Register under KRS no. 0000638495, NIP no. 6751485320, REGON no. 122746305.

Club Member – an entity that has entered into an agreement with DUOLIFE or a DUOLIFE Branch for membership in the DUOLIFE Club, purchasing DUOLIFE Products on the recommendation of a Club Member after registration in the DUOLIFE Club.

DUOLIFE – DUOLIFE S.A. with its registered office in Więckowice, 22 Topolowa Street, 32-082 Więckowice (Poland), entered in the National Court Register under KRS no. 0000638495, NIP no. 6751485320, REGON no. 122746305, which is the Organiser of the Programme

Purchaser – Preferred Customer or Club Member who has purchased the SHAPE CODE SYSTEM Set.

Preferred Customer – an entity that purchases DUOLIFE Products on the recommendation of a Club Member after registration in the DUOLIFE Shop.

DUOLIFE Club / Club – a programme created by DUOLIFE to build a network of direct sales based on the recommendations of the Products

DUOLIFE Branch / Branch – an entity with which the Club Member has entered into a Club Membership Agreement and/or which is bound to DUOLIFE S.A. by a Distribution Agreement and which conducts a business activity consisting in the organisation of a direct sales network of DUOLIFE Products in a given country or territory, providing services within the scope specified in the aforementioned Agreement

Settlement Period (SP) – the period from the 16th day of a given month to the 15th day of the following month, during which Points are credited and settled in accordance with the applicable Compensation Plan

SCS Programme/Programme – SHAPE CODE SYSTEM Programme, a marketing action created by DUOLIFE, as described in these Regulations.

First Order – Order placed by a Club Member in the DUOLIFE Shop for the first time.

SHAPE CODE SYSTEM Platform/SCS Platform – a specially developed Platform, with information materials on to the Programme, available in web and mobile application versions.

Sales Points (P) – Points awarded to a Club Member for purchasing or recommending DUOLIFE Products.

Regulations – these Regulations for the Purchase of SCS Sets and participation in the Programme.

DUOLIFE Club Regulations – the regulations that govern membership in the DUOLIFE Club and constitute an integral part of the Membership Agreement

Membership Agreement – an agreement concluded between a Club Member and a DUOLIFE Branch, based on an application for registration as a DUOLIFE Club Member submitted by the candidate.

Sales Contract – a sales contract entered into at a distance between the Purchaser and DUOLIFE.

Other terms and definitions used in these Regulations shall have the same meaning as in the other current documents of the DUOLIFE Branch with which the Purchaser has entered into the sale contract, including the Purchase Regulations, the Website Regulations, and the Privacy Policy.

1. General provisions

- 1.1. These Regulations set out the terms and conditions for the purchase of SCS Sets and the rules of the SHAPE CODE SYSTEM Programme.
- 1.2. The purchase of SCS Sets under the terms and conditions set out in these Regulations and the SHAPE CODE SYSTEM Incentive **Programme are valid from 14 September 2024 until 15 December 2024** and this period may be extended by DUOLIFE for any period.
- 1.3. A DUOLIFE Club Member or a Preferred Customer of the DUOLIFE Shop can be the Purchaser of a SHAPE CODE SYSTEM Set.
- 1.4. Any Preferred Customer or Club Member who has fulfilled the conditions of participation as set out in item 1.5 below may participate in the Programme.
- 1.5. The conditions of the Purchaser's participation in the Programme are as follows:
 - a) fulfil the Rules of the Programme referred to in point 2. below
 - b) read and accept these Regulations
 - c) undertaking to comply with these Regulations,
- 1.6. Participation in the Programme is voluntary.
- 1.7. By joining the Programme, the Club Member agrees to be bound by and comply with these Regulations.
- 1.8. By joining the Programme, the Purchaser declares that they have read these Regulations as well as with the documents governing the mutual relations between the Club Member and DUOLIFE, including in particular: Purchase Regulations and Privacy Policy
- 1.9. DUOLIFE reserves the right to refuse to accept an Order and/or to exclude from participation in the Programme (access to the SCS Platform) a Purchaser who uses false or fictitious data or in any other way misleads DUOLIFE or acts to DUOLIFE's detriment, in particular to obtain undue advantage or gain access to the SCS Platform for other unauthorised persons.
- 1.10. In the case of breaches referred to in point 1.9. above, the Club Member shall forfeit the right to any claims, including but not limited to those arising from these Terms, and the right to receive any compensation on this account in any form.
- 1.11. For the purpose of the implementation of the Programme, the Data Controller processes the personal data of Club Members on the basis of the legitimate interest of the Data Controller and the Organiser to market the services and products of the Data Controller and the Organiser as part of the marketing campaign under this Programme (detailed information on the processing of personal data can be found in the Privacy Policy available at myduolife.com).

2. Programme rules and conditions for the purchase of Sets

- 2.1. The programme is for all registered Preferred Customers and DUOLIFE Club Members.
- 2.2. To participate in the Programme, one of the following 3 SHAPE CODE SYSTEM Sets **have to be purchased** during the SCS Programme:
 - I. SCS BASIC Set, the purchase of which entitles the Purchaser to access the SCS Platform for a period of 3 months;
 - II. SCS STANDARD Set, the purchase of which entitles the Purchaser to access the SCS Platform for a period of 6 months;
 - III. SCS PREMIUM Set, the purchase of which entitles the Purchaser to access the SCS Platform for a period of 9 months.
- 2.3. Conditions for the purchase of SHAPE CODE SYSTEM Sets:
 - a) To order the Sets, the Purchaser should log in to their Account on myduolife.com, where the "Shop" tab contains the current country-specific prices. Details of the order process are described in the Purchase Regulations on myduolife.com.
 - b) The purchase of SCS Sets is always at Club prices, regardless of which prices the Customer is entitled to.
 - c) The Set Point Value attributed to each SCS Set is the sum of the Sales Points that a Purchaser who is a Club Member will receive in 3 consecutive Settlement Periods equal to 1/3 of the total Set Point Value in each of the three SPs. The first calculation of Sales Points will take place according to the date of the order, provided that the order has been paid for, while two subsequent calculations will take place on the same calendar days of the following two months. Example: A Club Member who purchases an SCS Set on 25 September 2024 will receive the first calculation of Sales Points on 25 September 2024, the second calculation on 25 October 2024 and the third calculation on 25 November 2024. If the order is placed on 31 October 2024, the second calculation of Points will take place on 1 December 2024 and the third calculation will take place on 31 December 2024.
 - d) The purchase of SHAPE CODE SYSTEM Sets does not entitle the Purchaser to participate in the VIP CLUB Incentive Programme.
 - e) The purchase of SHAPE CODE SYSTEM Sets does not entitle the Purchaser to participate in the Loyalty Bonus Incentive Programme for 3 consecutive Settlement Periods, starting from the Settlement Period in which the Purchaser purchased the SCS Set, unless, in addition to the purchase of the SCS Set, the Purchaser who is a Club Member purchases DUOLIFE Products in a subsequent Settlement Period.
 - f) If the purchase of the SCS Set is made in the First Order after registration, the reward for the First Order for 500 P or more is not due.
- 2.4. In the event that the Purchaser withdraws from the Sales Contract entered into for the purchase of the SCS Set, access to the SCS Platform shall be disabled.

3. Final provisions

- 3.1. In addition to the provisions of these Regulations, the Purchaser shall be bound by the provisions of the DUOLIFE Purchase Regulations. Customers can access the DUOLIFE Purchase Regulations at any time via the link under the order and by logging on to myduolife.com.
- 3.2. All complaints regarding the purchase of SCS Sets and the SHAPE CODE SYSTEM Programme should be submitted by e-mail to info@duolife.eu.
- 3.3. The participation in the Programme does not exclude a Club Member from participating in other DUOLIFE Incentive Programmes, subject to section 2.3. items c, d, and e, and unless otherwise specified in the Regulations of these Programmes.
- 3.4. A Club Member whose rights and obligations as a Club Member have been suspended or whose Membership Agreement has been terminated automatically forfeits the right to participate in the Programme, or, if he/she is already a member of the Programme, to continue to participate in the Programme, without the need for DUOLIFE to issue an additional declaration of intent to this effect. In this case, the Club Member shall forfeit the right to any claims, including but not limited to those arising from these Regulations, and the right to receive any compensation on this account in any form.
- 3.5. DUOLIFE reserves the right to amend these Regulations for good cause, in particular if the provisions hereof need to be adapted to generally applicable law, tax laws or if provisions of the Regulations that have not yet been regulated and that give rise to doubts or disputes as to their application by the Club Members need to be regulated.
- 3.6. DUOLIFE reserves the right to modify or cancel the Programme at any time for valid reasons, in particular if the Programme does not produce the intended results, if there is a lack of interest in the Programme on the part of the Club Members or in the event of force majeure.
- 3.7. Changes to the Regulations, including changes to and cancellation of the Programme, do not affect the rights of persons who became entitled to the Bonus prior to such changes.
- 3.8. DUOLIFE shall immediately inform the Purchasers of any changes to the Regulations, including changes to or cancellation of the Programme. DUOLIFE shall publish the information referred to in the previous sentence on myduolife.com, which shall be valid and effective 14 calendar days after the date of publication.
- 3.9. Refusal by the Purchaser to accept any changes to the Regulations, including the Programme, will result in the Purchaser's being excluded from the Programme.
- 3.10. In matters not regulated by these Regulations, the applicable law of the location of the DUOLIFE Branch, with which the Club Member has entered into a Membership Agreement, shall apply.
- 3.11. The DUOLIFE Branch undertakes to attempt to resolve amicably any disputes that may arise in connection with these Regulations.
- 3.12. If a dispute cannot be settled amicably, it shall be settled by the court having jurisdiction over the defendant.
- 3.13. The Regulations shall enter into force on **14 September 2024**.