Zepter & Partners Programme Terms and Conditions (Zepter International Online Shop)

§ 1. Organiser and subject matter of the Terms and Conditions

1. Zepter & Partners is an international partner programme of the Zepter group. The organiser of Zepter & Partners in the Zepter International Online Shop available at www.shop.zepter.com (hereinafter respectively: the "Shop" and the "Programme") is Zepter International Poland Sp. z o.o. with its registered office in Warsaw, ul. Domaniewska 37, 02-672 Warsaw, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS number 0000107635, NIP 5260200187, REGON 011524677, share capital PLN 224,500 (hereinafter: the "Organiser" or "Zepter").
2. A member of Zepter & Partners is always a Partner, in one of two categories: Zepter Partner or Zepter Business Partner. These Terms and Conditions set out the terms of Membership in the Zepter Partner category, which covers the purchase of Zepter products with the Partner Discount and the Referral Premium for referring new Partners. The Zepter Business Partner category (promotion of Zepter products and intermediation in their sale for commission-based remuneration) requires the conclusion of a separate agreement with the Organiser, which sets out the terms of that category; until that agreement is concluded, the Partner has the status of Zepter Partner. These Terms and Conditions apply to a Zepter Business Partner to the extent not governed by that agreement.
3. These Terms and Conditions constitute terms and conditions for the provision of services by electronic means within the meaning of Article 8(1)(1) of the Polish Act of 18 July 2002 on the provision of services by electronic means, to the extent that Membership is performed through the Partner Account. The Organiser makes these Terms and Conditions available free of charge before joining Zepter & Partners, in a manner enabling them to be downloaded, reproduced and stored, at www.shop.zepter.com, and to the Partner also at any time in the Partner Account. Membership is concluded in the English language.
4. The purchase of Zepter products, including with the Partner Discount, takes place under a separate sales agreement concluded with the Organiser on the terms set out in the Terms & Conditions of Zepter International Online Shop (Regulations of the Internet Shop). These Terms and Conditions do not limit the rights of a Consumer under the Polish Act of 30 May 2014 on consumer rights, including the right to withdraw from a contract concluded at a distance or off business premises.

§ 2. Definitions

The terms used in these Terms and Conditions have the following meanings:

1. Zepter & Partners (Programme) - the partner programme referred to in § 1, conducted by the Organiser in the Shop;
2. Membership - the agreement for participation in Zepter & Partners concluded between a Partner and the Organiser on the basis of these Terms and Conditions;

3. Partner - a member of Zepter & Partners, i.e. a person who has obtained Membership in accordance with § 3 or § 10(3); a Partner has the status of Zepter Partner and, after concluding the separate agreement referred to in § 1(2), the status of Zepter Business Partner;
4. Consumer - a natural person joining the Programme or making a purchase for a purpose not directly related to his or her business or professional activity; the provisions of these Terms and Conditions concerning the Consumer also apply to a natural person concluding an agreement directly related to his or her business activity where the content of that agreement shows that it is not of a professional nature for that person, to the extent that the law grants such a person the protection provided for consumers;
5. Partner Account (Platform) - the Partner's individual account, accessible after logging in to the Shop, with the Partner's unique identification number (ID);
6. Partner Discount - a reduction in the price of Zepter products to which the Partner is entitled when making a purchase on the terms set out in § 4 and in the Discount Table;
7. Discount Table - a schedule of purchase value thresholds and the corresponding levels of the Partner Discount, constituting Annex 1 to these Terms and Conditions;
8. Referral - the registration in the Programme of a new person using a Partner's individual referral link or code, or by that person indicating the Partner's ID number upon registration, including where the registration was made by the referring Partner acting as attorney (§ 3(5));
9. Referred Partner - a person who has joined Zepter & Partners as a result of a Referral;
10. First Purchase - the first agreement for the sale of Zepter products concluded by a Referred Partner with the Organiser after joining the Programme; withdrawal from or termination of that agreement does not cause a subsequent agreement to become the First Purchase, unless the withdrawal or termination concerned the entire agreement and occurred for reasons for which the Organiser is responsible; in such a case the next sales agreement is deemed to be the First Purchase, provided that the Referral Premium in respect of the previous agreement has not been paid out or credited, or has been settled or refunded in accordance with § 5(4);
11. Referral Premium (also: Premium) - a cash benefit to which the referring Partner is entitled in respect of the First Purchase of a Referred Partner, on the terms set out in § 5 and in the Referral Premium Table constituting Annex 2 to these Terms and Conditions;
12. Net Price - the selling price specified in the sales agreement, after discounts, less value added tax;
13. Durable Medium - any material or instrument which enables the Partner to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored, in particular an e-mail message.

§ 3. Joining Zepter & Partners

1. A Partner may be a natural person with full legal capacity, a legal person or an organisational unit without legal personality to which the law grants legal capacity. In the case of partners in a civil-law partnership (spółka cywilna), all partners jointly are the Partner.

2. Joining Zepter & Partners is voluntary and free of charge. The Partner is under no obligation to make purchases or to refer other persons. Membership does not involve any entry fee or compulsory starter pack.

3. Joining Zepter & Partners takes place by:

    a) completing the registration form in the Shop,

    b) completing the registration form opened from another Partner's individual referral link or code, or by that Partner acting as attorney on the terms of paragraph 5.

4. In order to join, it is necessary to provide the first name and surname or the name, e-mail address and mobile phone number and, in the case of an entrepreneur, also the tax identification number (in particular NIP, VAT EU Number or national tax identification number), and to accept these Terms and Conditions. The Partner is obliged to provide true data and to keep them up to date in the Partner Account. If the authority of the person acting on behalf of the person joining does not result from the relevant register, the Organiser may request a document confirming that authority. The Organiser may refuse to confirm the registration if the registration form is incomplete, if the person joining has provided untrue or incomplete data or has used another person's data without authority, already has a Partner Account, or if the Organiser has previously terminated that person's Membership with immediate effect. The Organiser informs that person of the refusal by telephone or by e-mail. These Terms and Conditions together with the Annexes and the Information on the rights and obligations of the Partner and the Organiser of Zepter & Partners are made available to the person joining before the registration form is submitted, in a manner enabling them to be downloaded and stored. Before sending the registration form, the person joining may check and correct the data entered.

5. Registration in the Programme is made by the person joining, in person or through a person authorised to represent him or her, or by the referring Partner as his or her attorney on the terms set out in this paragraph. The referring Partner may give the interested person his or her referral link or code, or register that person as his or her attorney, provided that he or she holds the appropriate authority. Before registration, the referring Partner obtains and records a statement of the person joining authorising the referring Partner to conclude the Membership agreement on that person's behalf on the terms of the version of these Terms and Conditions made available to that person. The statement may be made in particular in an e-mail message or in a signed declaration. At the Organiser's request, the referring Partner presents proof of authority. The referring Partner does not give, on behalf of the Referred Partner, consents to receive commercial information.

6. Membership is concluded upon delivery of the registration confirmation to the e-mail address provided, in a manner enabling the person joining to read its content. In the confirmation, the Organiser sends, on a Durable Medium, these Terms and Conditions and the Information on the rights and obligations of the Partner and the Organiser of Zepter & Partners. A sales agreement concluded upon registration, on the same day and in the same sales channel, is deemed to have been concluded by the Partner after joining Zepter & Partners; the Partner Discount applies to it if Membership has been concluded.

7. Irrespective of the right to resign under § 8(1), a Partner who is a Consumer may withdraw from Membership within 14 days of obtaining it without giving any reason, by submitting a statement to the Organiser in any form, in particular in one of the ways indicated in § 8(1). To meet the

deadline, it is sufficient to send the statement before it expires. For this purpose the Consumer may use the model form constituting Annex 3. Withdrawal does not affect sales agreements concluded before the statement was submitted or the Partner Discount granted in them, subject to the statutory effects of withdrawal on ancillary contracts related to the Membership agreement. The withdrawal rules arising from the sales agreements and from the provisions of the Act on consumer rights apply to the sales agreements.

8. Use of the Partner Account requires a device with internet access and an up-to-date web browser, as well as an active e-mail address. The Partner may not supply unlawful content through the Partner Account. The Organiser is not liable for disruptions in the operation of the Partner Account and the Programme caused by force majeure or for the refusal of a bank or other financing institution to finance the purchase of products.

§ 4. Partner Discount

1. A Partner may purchase Zepter products with the Partner Discount in the amount resulting from the Discount Table, in any event not exceeding 40% of the Retail Price within the meaning of the Terms & Conditions of Zepter International Online Shop. The level of the Partner Discount depends on the value of the purchase covered by a single sales agreement, calculated according to the Retail Prices in euro displayed in the Shop before the Partner Discount, excluding products covered by a promotion, in accordance with the Discount Table.

2. The Partner Discount is available for purchases in the Shop made after logging in to the Partner Account; the Organiser may additionally require confirmation of the Partner's identity with a one-time code sent to the e-mail address or phone number provided in the Partner Account. The Partner Discount is calculated on the Retail Price applicable at the time the sales agreement is concluded and is shown in the order summary before the order is placed. The Partner is obliged to protect the password and one-time authentication codes against access by unauthorised persons and is liable on general principles for the consequences of a culpable breach of this obligation. The person using the login data of the Partner Account is presumed to be the Partner; the consequences of making these data available to third parties are borne by the Partner.

3. The Partner Discount cannot be combined with other promotions and price reductions, unless the terms of a given promotion provide otherwise. Nor can the Partner Discount be combined with a discount granted under a separate cooperation agreement concluded with the Organiser, including the agreement under which the Partner acquires the status of Zepter Business Partner.

4. The Partner Discount is a personal entitlement of the Partner and may not be transferred to other persons or exchanged for cash or other benefits.

5. The Partner Discount is intended for purchases of products for the own needs of the Partner, his or her household or his or her business. The Organiser may refuse to conclude a sales agreement with the Partner Discount if the quantity of products of the same type covered by one agreement or by agreements concluded within a 30-day period, or other circumstances, indicate that the products are being purchased for resale in the course of business; the Organiser gives reasons for the refusal on a Durable Medium, and the Partner may lodge a complaint under § 7. The purchase from the Organiser of products intended for resale on commercial terms requires the conclusion of a separate agreement with the Organiser.

§ 5. Referral Premium

1. A Partner as a result of whose Referral another person has joined Zepter & Partners acquires the right to the Referral Premium in respect of the First Purchase of the Referred Partner. The Referral Premium amounts to the percentage of the Net Price of the First Purchase corresponding to the level of the Partner Discount applied in the First Purchase or, if no Partner Discount was applied in it, to the level that would apply under the Discount Table to the value of that agreement, in accordance with the Referral Premium Table, but not more than 10%.
2. The Referral Premium is due only in respect of the First Purchase of the Referred Partner. Subsequent purchases by the Referred Partner do not give entitlement to the Referral Premium, unless the Organiser announces different terms in accordance with § 9.
3. The right to the Referral Premium arises when all of the following conditions are met:
    a) the Referred Partner has paid the Organiser the entire price of the First Purchase and, in the case of an instalment sale or a sale with financing, the Organiser has received the entire price,
    b) the period for withdrawal from the sales agreement has expired, if the Referred Partner was entitled to withdraw, and the Referred Partner has not withdrawn from the agreement,
    c) 60 days have elapsed from the date on which the products covered by the First Purchase were delivered to the Referred Partner or, if they were delivered in parts, from the date of delivery of the last part.
4. The Referral Premium is not due if the Referral was made in breach of these Terms and Conditions, in particular by registering a person without his or her knowledge or authority, by registering oneself under different data or by fictitious registration. The Referral Premium is not due for the Referral of a person who at any time before registration held a Partner Account, was a participant in the Zepter Club programme or concluded a sales agreement with the Organiser. This condition is assessed according to the status immediately before registration. In this assessment, a purchase made upon registration on the terms of § 3(6) is disregarded. If more than one code or ID number was used upon registration, the code or ID number entered first prevails. In the event of partial termination of, or partial withdrawal from, the agreement constituting the First Purchase, or of a price reduction, the Referral Premium is calculated on the correspondingly reduced Net Price and at the rate applicable to it. If the Referral Premium has already been paid out or used and the sales agreement constituting the First Purchase is subsequently terminated, or the Referred Partner withdraws from it, or the price is reduced, the Organiser may reduce subsequent Referral Premiums due to the referring Partner by the equivalent of that Premium or of the overpaid part of it, indicating the adjustment in the statement made available in the Partner Account; the Partner refunds, within 14 days of being requested to do so, the part of the Premium which the Organiser has not settled in this way.
5. The Referral Premium is paid in euro. The Partner may choose in the Partner Account one of two methods of settling the Premium and may change that choice with effect for Premiums not yet paid out or used; until a choice is made, item (b) applies:
    a) transfer to the Partner's bank account - after the account number has been provided in the Partner Account. The Organiser pays the Premium within 30 days of the end of the

calendar month in which the right to the Premium arose, but not before the data necessary for the payment and for the performance of the Organiser's tax obligations have been provided. If the total amount of Referral Premiums due for a given month is lower than EUR 15, it is carried over to the following months and paid once that amount is reached, and after Membership ends it is paid irrespective of its amount at the Partner's request. If the Partner chooses a transfer or provides the necessary data after the payment deadline, the Organiser makes the transfer within 14 days of the fulfilment of the last of these conditions, subject to the EUR 15 threshold while Membership lasts. After Membership ends, the Organiser makes the payment within 14 days of the day on which the right to the Premium has arisen and the Organiser has received the payment request and the necessary data, all of these conditions being met.

b) crediting the Premium towards the price of a subsequent purchase of Zepter products indicated by the Organiser in the Partner Account, made by the Partner from the Organiser; Premiums for several Referrals are aggregated; the Partner Discount on such a purchase applies on general terms.

6. The Partner does not undertake towards the Organiser to make Referrals; the Referral Premium is a benefit for a result in the form of the First Purchase and not remuneration under a contract for the provision of services within the meaning of civil law. The Premium constitutes income of the Partner. The payment or crediting of the Premium is conditional upon the Partner providing the data necessary for the Organiser to perform its obligations under tax law, in particular the tax identification number, the address of residence or registered office, the country of tax residence and, where required for the application of a double taxation convention, a certificate of tax residence. A Partner who made a Referral in the course of his or her business activity accounts for the Premium within that activity. The amount of the Premium resulting from the Referral Premium Table is then a gross amount including value added tax, if due, and the Partner issues to the Organiser an invoice or a bill for that amount.

7. The Partner is not authorised to make statements on behalf of the Organiser to referred persons or to accept payments from them on behalf of the Organiser. The referring Partner is not a representative, agent or attorney of the Organiser. The Partner may share his or her referral link or code in any way, including in social media and in online advertising, in compliance with the law, and in particular: does not send it by means of electronic communication to persons who have not consented to receiving commercial information; marks an advertising publication in a visible and unambiguous manner as an advertisement of the Zepter brand and states that he or she may obtain a Premium for the Referral; does not provide untrue or misleading information about products, prices and benefits of the Programme, including possible earnings and the health effects of the products; does not use Zepter trade marks in a manner suggesting that he or she is the Organiser or acts on its behalf, in particular in the names of accounts, websites and domains. The Partner may advertise products which are medical devices, including by publishing opinions about them, only using materials approved in writing by the Organiser, without modifying them. The Partner may send from the Partner Account an invitation to join Zepter & Partners containing his or her referral link (the “Invite friends” function) only to a person who has previously consented to receiving such an invitation from the Partner. By sending the invitation, the Partner confirms that this consent has been obtained. The invitation identifies the Partner as the inviting person and contains information on the processing of the addressee's data. The Organiser uses the addressee's contact data solely to send the invitation.

8. The referring Partner does not obtain any benefits from Referrals made by Referred Partners or from purchases by persons who joined the Programme as a result of such further Referrals.

§ 6. Personal data

1. The controller of the Partners' personal data is the Organiser. The data are processed for the purpose of performing the Membership agreement, including the operation of the Partner Account, calculation of the Partner Discount and settlement of the Referral Premium (Article 6(1)(b) GDPR), for the performance of the Organiser's legal obligations, in particular tax and accounting obligations (Article 6(1)(c) GDPR), and in the legitimate interest of the Organiser consisting in preventing abuse in the Programme and in pursuing claims (Article 6(1)(f) GDPR). The Organiser processes the data of persons representing a Partner which is a legal person or an organisational unit for the purpose of verifying authority, contact and handling the agreement with the Partner on the basis of Article 6(1)(f) GDPR.
2. Detailed information on data processing, including the recipients of the data, any transfers outside the European Economic Area, the retention period and the rights of data subjects, is contained in the Organiser's Privacy Policy available at www.shop.zepter.com, provided to the Partner before joining Zepter & Partners. If the data of the person joining were provided by the referring Partner, the Organiser provides that person with the information required by Article 14 GDPR at the latest at the time of the first direct contact, including the source of the data and the way of reporting a registration made without authority. Such a report may also be sent to the e-mail address indicated in § 7(1).
3. The referring Partner receives in the Partner Account information on the number of Referrals, on whether the Referred Partner has made the First Purchase and on the amount of the Referral Premium due. Apart from this information, the Organiser does not disclose to the referring Partner the personal data of the Referred Partner or details of his or her purchases. The Referred Partner is informed upon registration that the referring Partner receives information about his or her joining the Programme as a result of the Referral, about his or her making the First Purchase and about the amount of the Referral Premium.
4. Sending commercial information to the Partner by electronic means, including messages about the Organiser's products, promotions and events, requires the Partner's separate consent, which the Partner may give upon registration or in the Partner Account and withdraw at any time. Membership is not conditional on giving this consent. Messages necessary for the performance of Membership, in particular the registration confirmation, information on the calculation of the Referral Premium and information on amendments to these Terms and Conditions, do not constitute commercial information.

§ 7. Complaints

1. Complaints concerning the Programme, including the calculation of the Partner Discount or the Referral Premium, may be submitted by the Partner in writing to the address of the Organiser's registered office, to the e-mail address info@zepter.com or via the Partner Account. A complaint should contain data identifying the Partner and a description of the objections.
2. The Organiser considers the complaint and replies on a Durable Medium within 14 days of its receipt. If the Organiser does not reply within that period, it is deemed to have accepted the complaint of a Consumer.

3. Complaints concerning Zepter products, including their lack of conformity with the contract, are considered on the terms set out in the sales agreement and in the provisions of the Act on consumer rights.

§ 8. Termination of Membership

1. The Partner may resign from Membership at any time, without giving any reason and without any charges, by submitting a statement via the Partner Account, to the e-mail address info@zepter.com or in writing to the address of the Organiser's registered office. Membership ends upon receipt of the statement by the Organiser.

2. The Organiser may terminate Membership with 30 days' notice for important reasons, which are: a breach by the Partner of § 3(5) or § 5(7) of these Terms and Conditions, the purchase of products with the Partner Discount for resale in the course of business, the provision of untrue data, the Partner's inactivity for 24 months (no login to the Partner Account and no purchase), the discontinuation of the Programme on the terms of § 9(4), or any other breach of these Terms and Conditions not discontinued despite a request made on a Durable Medium. In the event of a gross breach of these Terms and Conditions, in particular fictitious registration, registration of a person without his or her knowledge and authority, or obtaining or attempting to obtain the Partner Discount or the Referral Premium in breach of these Terms and Conditions, the Organiser may terminate Membership with immediate effect. Irrespective of termination, the Organiser may demand the return of the Partner Discount or the Referral Premium obtained in breach of these Terms and Conditions. A termination must state the reason, except for the termination referred to in the following sentence, and is delivered on a Durable Medium. In addition, the Organiser may terminate the Membership of a Partner who is not a Consumer with 30 days' notice without giving any reason. The Organiser may suspend the Partner Account, to the extent necessary to clarify the matter, including withholding the Partner Discount or the payment of a Premium covered by the suspicion, for the time needed to clarify a justified suspicion of a breach, but for no longer than 30 days, informing the Partner of the reason, scope and duration of the suspension. If the suspicion is not confirmed, the Organiser promptly restores access and takes into account the Referrals from the suspension period which meet the conditions of § 5. The Partner may lodge a complaint under § 7 against a decision refusing the Partner Discount, suspending the Partner Account or terminating Membership; the complaint is considered by an employee of the Organiser.

3. The end of Membership does not affect the rights acquired by the Partner up to that moment, in particular the right to a Referral Premium which arose before the end of Membership, or the Partner's obligations under concluded sales agreements. The Referral Premium in respect of a First Purchase made before the end of Membership, for which the conditions of § 5(3) were met after that moment, is due to the Partner, also in the event of termination with immediate effect, subject to the exclusion of the Premium for a specific Referral under § 5(4). Premiums for which the Partner chose crediting towards the price and which have not been used are paid out by the Organiser by transfer on the terms of § 5(5)(a) at the Partner's request, after the data referred to in § 5(5) and (6) have been provided. After Membership ends, the Partner may also submit the payment request and provide the data necessary for the payment by post to the address of the Organiser's registered office or to the e-mail address indicated in § 7(1), without logging in to the Account.

4. Upon the end of Membership, the right to the Referral Premium in respect of First Purchases made after that moment expires. A person who has resigned from Membership may rejoin on the terms applicable at the time of re-registration; previous Referrals are not then restored.

5. A Partner who resigns from or withdraws from Membership may resell to the Organiser saleable Zepter products, information and instruction materials, samples and presentation sets purchased from the Organiser within 6 months before submitting the statement of resignation or withdrawal. The buy-back price of each item is 90% of the price actually paid for it by the Partner. The Partner notifies the resale in the manner indicated in paragraph 1, specifying the products and the numbers of the sales documents, and delivers the products to the Organiser's brick-and-mortar shop or to its registered office, and the Organiser pays the price within 14 days of receiving them. Products bearing signs of use, damaged or incomplete products and products whose expiry date has passed are not considered saleable. A refusal to buy back may be based only on a condition of the product actually precluding its further sale, in particular where the product is used, damaged or incomplete or its expiry date has passed. The buy-back is an additional right of the Partner. In the event of a statutory withdrawal by a Consumer from a sales agreement, payments are reimbursed in accordance with the Act on consumer rights.

§ 9. Amendments to the Terms and Conditions and the Annexes

1. The Organiser may amend these Terms and Conditions, the Discount Table or the Referral Premium Table for important reasons, which are: a change in the law or in its interpretation by authorities or courts affecting the Programme, a change in the name or designations of the international Zepter & Partners programme requiring their update in these Terms and Conditions, a change in the terms of the international Zepter & Partners programme set by the Zepter group, including a change in the type or amount of benefits available to Partners or in the conditions of participation in the Programme, the introduction of new functions of the Partner Account or new methods of settling the Premium, the introduction for sale of a new product category requiring rules for its inclusion in the Programme, documented abuse requiring a change in the method of securing the Account or of verifying Referrals, a change in the Organiser's pricing policy affecting the Discount Table or the Referral Premium Table, the need to prevent abuse, or a change in the Organiser's details. An amendment may concern only the provisions related to the given reason, to the extent necessary to take it into account.

2. The Organiser informs the Partner of an amendment on a Durable Medium, to the e-mail address provided in the Partner Account, at least 14 days before the amendment takes effect, stating the content of the amendment and its reason. A Partner who does not accept the amendment may resign from Membership until the date on which the amendment takes effect, on the terms set out in § 8(1); if the Partner does not resign by that date, the Partner remains a Partner on the amended terms. Amendments that are solely beneficial to Partners, including a temporary increase of the Partner Discount or the Referral Premium, may be introduced by the Organiser on the date of their announcement in the Partner Account. If a change to the functions of the Account materially and negatively affects the Consumer's access to or use of the digital service, the Organiser informs the Consumer reasonably in advance, on a Durable Medium, of the characteristics and timing of the change and of the right to terminate the contract without notice within 30 days of the change or of receipt of the information, if that occurred later. If the Organiser enables the Consumer to continue to use, without additional costs, the existing version of the Account in conformity with the contract, it informs the Consumer of that possibility in the

notice of the change instead of the right to terminate the contract within 30 days. The right to resign under § 8(1) applies in any event.

3. An amendment does not affect the right to a Referral Premium which arose before the amendment takes effect, or the Partner Discount granted in sales agreements concluded before that date. The Referral Premium is governed by the Terms and Conditions and the Referral Premium Table in force on the date of conclusion of the agreement constituting the First Purchase, also where the conditions for acquiring the right to the Premium set out in § 5(3) are met after the amendment takes effect.

4. The Organiser may discontinue the Programme for important reasons, which are: the termination of the international Zepter & Partners programme by the Zepter group, a change in the law making its operation impossible or significantly more difficult, or low interest in the Programme, with 30 days' notice, informing the Partners on a Durable Medium. Paragraph 3 and § 8(3) apply accordingly.

§ 10. Final provisions

1. Membership is governed by Polish law. The choice of Polish law does not deprive a Consumer having his or her habitual residence in another country of the protection afforded to him or her by those provisions of the law of that country which cannot be derogated from by agreement.

2. Disputes arising from the Programme with Partners who are Consumers are resolved by the court having jurisdiction under general provisions, and disputes with other Partners by the court having jurisdiction for the Organiser's registered office. A Consumer may use out-of-court complaint and redress procedures, in particular the assistance of consumer protection authorities and organisations in the country of his or her habitual residence and, for Consumers residing in the European Union, Iceland or Norway, of the European Consumer Centres Network; for Consumers residing in Poland, information on these procedures is available at www.uokik.gov.pl.

3. These Terms and Conditions enter into force on 09.11.2026. On that date Zepter & Partners replaces the Zepter Club programme conducted in the Shop under the Terms and Conditions for the ZEPTER CLUB program. The last day of operation of Zepter Club is the day preceding the entry into force of these Terms and Conditions. A Zepter Club participant becomes a Partner in the Zepter Partner category on the date of entry into force of these Terms and Conditions, without re-registration, if at least 30 days earlier he or she received from the Organiser, on a Durable Medium, these Terms and Conditions together with the Annexes, a summary of changes in the terms of participation and information on the deadline and method of resignation, and has not notified the Organiser of resignation before the date of entry into force of these Terms and Conditions. The Organiser also notifies the participant in the manner provided for in the Terms and Conditions for the ZEPTER CLUB program. A participant who reports resignation within that period does not transfer to Zepter & Partners. If a Zepter Club participant received these Terms and Conditions, the summary of changes and the information on resignation later than 30 days before the date of entry into force of these Terms and Conditions, he or she becomes a Partner in the Zepter Partner category after 30 days from the date of their receipt, unless within that period he or she notifies the Organiser of resignation; until that date his or her participation is governed by the Terms and Conditions for the ZEPTER CLUB program. After the transfer to Zepter & Partners, the Partner may resign from Membership at any time in accordance with § 8(1). The transfer to Zepter & Partners does not require providing a missing mobile phone number referred

to in § 3(4). A Partner who does not have access to the Account may update data, choose the method of settling the Premium and request its payment also in writing to the address of the Organiser's registered office. Each Zepter Club participant retains the rights acquired in that programme, irrespective of whether he or she has transferred to Zepter & Partners.

4. The Annexes form an integral part of these Terms and Conditions: Annex 1 - Model withdrawal form.

Annex 1 - Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: Zepter International Poland Sp. z o.o., ul. Domaniewska 37, 02-672 Warsaw, Poland, e-mail: info@zepter.com.pl

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: Membership in Zepter & Partners

Date of conclusion of the contract: ……

Name of consumer(s): ……

Address of consumer(s): ……

Partner ID number (optional): ……

Signature of consumer(s) (only if this form is notified on paper): ……

Date: ……

(*) Delete as appropriate.