

Terms and Conditions of the Propre Customer & Rewards Customer Membership Application & Agreement in Australia

Effective 1 October 2019

The purpose of this document is to set forth the terms and conditions that apply to your customer account with Propre Pty. Ltd. (ACN 622 908 543) (“Propre”). Once your application is submitted to and accepted by Propre, this document will constitute an agreement (“Agreement”) between you and Propre. Accordingly, you understand and agree as follows:

1. **Creating a Customer Membership Account**

To create a Propre Customer Membership Account, you must:

- be at least 18 years old,
- live in a jurisdiction where Propre is officially open for business,
- complete the enrolment process, which includes agreeing to these Terms and Conditions,
- select a customer type,
- provide a valid method of payment, and
- complete your first order that includes at least one (1) Propre Commissionable Product. (“Commissionable Products” are consumable Propre products that have a point value assigned to them as a means for calculating commissions and bonuses for Independent Propre Partners.

2. **Ordering & Confirmation**

Once your Customer Membership Account (“Account”) is open, you may place product orders. Upon placing an order, you will receive an email to acknowledge and confirm the order. If there are any errors in the confirmation, please promptly contact Propre Customer Care at customercare@propre.com.au. Sales tax plus standard shipping and handling charges apply

to all orders, unless a promotional shipping rate, free shipping promotion or other discount or coupon is available to you and used at the time you make your purchase. If you have a gift certificate, discount, or promotion code, you must use it before submitting your order.

3. Satisfaction Guarantee

We want you to be completely satisfied when you shop with us. Please see our Return Policy. You may contact Customer Care with any questions.

4. Payment Authorisation

You certify that you are the owner of the debit card, credit card, or deposit account that you submit to Propre for payment of your purchases. You may elect an authorised user on your Account to act on your behalf regarding payment authorisations; however, you are solely responsible for all activity on your Account. You hereby authorise Propre to initiate charges or debit entries on the credit card, debit card or deposit account that was submitted for all orders on your Account, including all Rewards orders (plus additional amounts for substituted products if your regular products are unavailable), plus, in each case, any and all applicable goods and services taxes, shipping and handling charges. This authorisation will remain in effect until you notify Propre of your election to terminate this authorisation. Such notification must be submitted through your online account, and must be submitted in such time and in such manner as to afford Propre and your financial institution a reasonable opportunity to act on it. You agree that Propre is not liable for any overdraft or insufficient fund situation or charge (such as finance charges and late fees) caused by your failure to maintain funds sufficient to pay for your Propre purchases and charges. If there are insufficient funds in your account, your financial institution and Propre may charge reasonable service fees and/or interest.

5. Term and Automatic Renewal

The term of this Agreement is one (1) year and will automatically renew on each anniversary date unless sooner terminated (a) by you by providing written notice to Propre following the procedures set forth in Section 7, *Termination Rights*, or (b) by Propre.

6. Termination Rights

You may terminate your Account and Agreement at any time for any reason by submitting a written termination notice to Propre in one of the following ways: mail/courier addressed to Propre Pty. Ltd., Attn: Account Requests, PO Box 57 Lindfield, NSW 2070 or mail from your email address on file with Propre to AccountRequests@Propre.com.au The written notice

must bear your signature (unless sent via email from your email address on file with Propre), printed name, address, and Propre Customer Account or ID number.

Propre reserves the right to terminate your Account and the Agreement at any time for any reason upon providing thirty (30) day' written notice. If you breach any term of the Agreement, Propre may terminate the Agreement upon giving you seven (7) days' written notice.

Your Membership will be terminated automatically by Propre if you have not made any purchases of Commissionable Products for a period of twelve (12) consecutive months.

7. Propre Rewards Program

As a convenience, you may participate in our optional Rewards program where Propre will conveniently deliver your selected Propre products on a recurring schedule approximately once every 90 days, or more frequent if you desire. (You can select the products and the processing date for your Rewards order). You are able to set up multiple Rewards orders. You must select at least one Commissionable Product if you want to set up a Rewards order, but there is no minimum purchase requirement and no requirement to set up a Rewards order. You can choose from a wide variety of pre-selected product packs or combine any variation of individual products to suit your needs. By participating, you understand that shipments of the products you have ordered will occur without any further action by you. You understand there will be up to a 90 day interval between each shipment. You are the only person who is authorised to establish, cancel, or change your participation in the Rewards program or to authorise others to do so on your behalf.

You may change Rewards product selections online through your Propre online account. If you are unable to access your Propre online account, you may contact Propre Customer Care for assistance. Requested product selection changes must be received by Propre at least one (1) business day in advance of the scheduled processing date for your Rewards order or the changes will not be implemented until after this Rewards order invoiced and shipped to you.

You may cancel your Rewards participation at any time by notifying Propre by email at Support@Propre.com.au, or by logging into your account online and cancelling your Rewards order online in your back office. Until you notify Propre of cancellation or you have cancelled your Rewards order online, your participation in the Rewards program will continue. Notice of cancellation must be received by Propre at least one (1) business

day prior to your monthly Rewards processing date; otherwise, cancellation will not become effective until the following month.

Pease note - Any unused accumulated gift certificates, credits or benefits that you have generated will be forfeited upon cancellation your last remaining Rewards Order and will not be reinstated.

8. Personal Information

You understand and acknowledge that you are subject to the Propre Privacy Policy found at Propre.com.au, which is incorporated herein as part of these Terms and Conditions. Further, you acknowledge that you have read and understand the Privacy Policy, and consent to the use of any personal information that you provide subject to the terms of this Agreement and the Privacy Policy.

The personal data disclosed in establishing your Account as well as personal data collected in fulfilling our obligations is necessary for Propre to operate and coordinate our distribution network and carry out our obligations under this and other agreements. The data collected is used by Propre's internal and external departments taking part in the operation and management of the distribution network. Accordingly, you consent to the disclosure of your name, telephone number(s), fax number, and/or e-mail address(es), shipping address(es) and other contact information listed on your application or as updated, and information regarding your Propre purchases (excluding payment card/account information), to Propre's internal departments, external service providers, Enrolling Sponsor, Placement Sponsor, and Support Team. (Definitions of Enrolling Sponsor, Placement Sponsor, and Support Team, and additional related details, are found in the *Propre Policies and Procedures* available at www.Propre.com.au) You agree that Propre or a party acting on its behalf may contact you by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging, and email, and you consent and agree to being contacted in this manner at the telephone and fax number(s) and email address(es) that you provide. Your carrier's standard rates will apply for calls and text messages.

If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself or by going to your Propre online account to manage your subscriptions and deselect the types of information you do not wish to receive. You will continue to receive emails regarding business related transactions regardless of the email subscriptions that are chosen. If you wish to opt out of

promotional calls or texts, you may do so by going to your Account to manage your subscriptions and deselect the types of information you do not want to receive. You may opt out of promotional telephone calls by simply requesting to be placed on our do not contact list. You may opt out of texts or calls by contacting Customer Care. You acknowledge that you are not required to consent to receive promotional, emails, texts or calls as a condition of being a Customer.

BY SUBMITTING THIS APPLICATION, YOU AUTHORISE PROPRE, ITS AFFILIATES, INDEPENDENT PARTNERS, AND REPRESENTATIVES, TO CONTACT YOU BY PHONE, FAX, MAIL, AND EMAIL CONCERNING PROPRE RELATED MATTERS.

9. Use of Name, Likeness, Image, and/or Testimonials for Promotional Purposes

By creating a Propre Customer Membership Account, you authorize and consent to Propre's use of your name, likeness, image, and/or testimonials in connection with selling, advertising, marketing, publicizing, or otherwise promoting Propre products, events, or opportunity, on a worldwide basis and through any type of media, without remuneration or other consideration being paid to you. Your consent under this Section survives the termination of this agreement and your relationship with Propre.

10. Products are for Personal Use Only and May Not be Resold

As a Customer you are granted the right to purchase Propre products and, if you have established a Rewards order, you may receive gift certificates or credits. Your product purchases must be for your own personal use or the use of your Immediate Household or workplace only, and you agree that you will not resell or otherwise provide Propre products to others. ("Immediate Household" means your spouse and dependent children living in the same house as you.) You agree that you will not offer, display or sell, or facilitate the offering, displaying or selling of Propre products in any manner, either directly or indirectly through any intermediary or instrumentality, including online auction websites, such as eBay or Amazon, e-commerce websites, retail websites, bazaars, flea markets, and so on. These obligations and prohibitions continue even after any termination or cancellation of your relationship with Propre. If you are not satisfied with a product, please contact us for information regarding refunds.

11. Sponsoring

You understand that as a Customer, you cannot sponsor others as Propre Independent Partners or customers, and you are not entitled to participate in the Propre Compensation Plan. If you wish to participate in the Compensation Plan, you must complete all applicable

requirements and complete a Propre Independent Partner Application and Agreement and submit to Propre through your Propre online account or by other means that may be established by Propre. If you do become a Propre Independent Partner, Propre may allocate you a new ID number and your enrolling Sponsor will place you in one of their genealogy positions under them. You will also be eligible to purchase Propre products according to your selected Partner Type.

12. Limitations on Number of Propre Membership Accounts

Only one Propre Customer or Independent Partner account is allowed per person. A married couple, including common law couples, (collectively “Spouse(s)”), may create a joint Account. Spouses who wish to have separate accounts must each create their own account and must be placed in the same Line of Sponsorship. (Please contact Propre Compliance at Compliance@Propre.com.au with any questions.)

Once your Account is created, you may not change your Enrolling Sponsor other than as allowed by Propre policies. (A Customer may change Support Teams by contacting Propre Compliance at Compliance@Propre.com.au to terminate his/her Account and Agreement and waiting for a period of six (6) full calendar months or by going inactive (i.e., not placing any orders, not operating any Propre account, etc.) for a period of six (6) full calendar months. Following the six (6) month period of inactivity, the Customer may reapply under a new Enrolling Sponsor as a Customer and/or as a Propre Independent Partner by submitting the relevant new applications to Propre and complying with all other requirements.

13. No Assignment by Customer

You may not transfer or assign your Customer Position or delegate any rights or duties under this Agreement without the prior written consent of Propre. Any attempt to transfer or make such assignment or delegation without prior written consent of Propre is ineffective and void *ab initio*. Propre has the right to transfer or assign any or all of its rights and to delegate any or all of its duties under this Agreement without consent or notice.

Dispute Resolution / Confidential Arbitration

(a) ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THE CUSTOMER MEMBERSHIP APPLICATION AND AGREEMENT, INCLUDING THESE TERMS AND CONDITIONS, OR THE BREACH THEREOF, SHALL BE SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AUSTRALIAN CENTRE FOR INTERNATIONAL COMMERCIAL ARBITRATION (AU) UNDER ITS COMMERCIAL

ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF YOU FILE A CLAIM OR COUNTERCLAIM AGAINST PROPRE, YOU MAY ONLY DO SO ON AN INDIVIDUAL BASIS AND NOT WITH ANY OTHER INDIVIDUAL OR AS PART OF A CLASS ACTION. YOU WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT.

All Australian arbitration proceedings shall be held in Sydney, Australia (unless the laws of the jurisdiction where you reside expressly require the application of its laws, in which case the arbitration shall be held in the capital of that jurisdiction). At least one arbitrator shall be an attorney at law experienced in business law transactions and network marketing. Neither the parties nor the arbitrator(s) may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses, including legal and filing fees; provided, however, that the arbitrator will have discretion to award legal fees and other costs to the prevailing party. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate shall survive any termination or expiration of your relationship with Propre.

- (b) Nothing in the arbitration provision prohibits either party from obtaining a temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect the party's interests prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with an arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief.
- (c) In addition, nothing in the arbitration provision shall prevent Propre from filing a lawsuit to identify unknown persons, including, but not limited to, unidentified Customers or Independent Partners, who may be selling Propre products on the Internet, cybersquatting, registering or using Propre trademarks or confusingly similar domain names, or producing Propre merchandise without authorisation. Once a person is determined to be a Customer or Independent Partner, Propre may take further action against such persons. The filing of a lawsuit and taking any action in that lawsuit to identify unknown persons shall not be a waiver of any right or obligation set forth in the arbitration provision.
- (d) In the event that a dispute or claim arising out of, or relating to this Agreement, is not subject to arbitration as set forth above, the laws of the state of New South Wales, Australia shall govern, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of New South Wales, Australia. If the laws of your place of residence

impose any requirement that is different from or in addition to those set forth in these Terms and Conditions, then these Terms and Conditions shall be deemed amended in conformance with those laws as to that jurisdiction only.

- (e) BY CREATING AN PROPRE CUSTOMER ACCOUNT, YOU AGREE TO ACCEPT AND BE BOUND BY THE ABOVE CONFIDENTIAL AND BINDING ARBITRATION.

14. Miscellaneous

Each of the clauses in these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

The failure of Propre to enforce any of the provisions herein shall not be deemed a waiver of their enforceability.

Propre may adjust or amend this Agreement, including these Terms and Conditions at any time. Notice of such adjustments or amendments will be published at least thirty (30) days before being made effective. You agree to be bound by all such amendments and understand that your only remedy for not accepting such amendments is to terminate this Agreement. Placing an order after publication of any amendment will constitute your acceptance of the amendment.

Contact Us

If you have any questions or concerns, please contact us at:

Email: CustomerService@Propre.com.au

Telephone: 0414 299 405

Letter: Propre Pty. Ltd.
Attention: Customer Care
P.O Box 57
Lindfield, NSW 2070