

## Club Live 100 Terms & Conditions

### I. Definitions

All capitalized terms used herein which are not defined below have the meanings given to them in the Regulations of the Shop (as defined below):

**ClubLive100 (“Program” or “ClubLive100”)** means a voluntary and free-of-cost loyalty program managed by Zepter International USA Inc., 8400 River Road, North Bergen, NJ 07047 (“**Zepter USA**”) to popularize and promote Products and offer to Members privileges defined in these Terms & Conditions (which shall also be referred to herein as the “**Membership Agreement**”).

**Member** – a Client who, by joining the Program agrees to be bound to these Terms & Conditions and to the Regulations of the Shop.

**Internet Shop (“Shop”)** – The service and Internet shop run by Zepter USA on the Website, in accordance with the Terms & Conditions (Regulations of the Internet Shop) posted thereon (“**Regulations of the Shop**”).

**Member Price** – reduced Retail Price for Members, determined in the Shop, for each Product purchased according to the terms described in the Regulations of the Shop. The Member Price cannot be combined with other discounts or promotions then made available by Zepter USA. The Member Price may be used only in the ways specified in these Terms & Conditions.

**Terms & Conditions** – the terms and conditions with respect to the Program, as contained herein, as they may be modified from time to time.

### II. Conditions for joining the Program and rules for updating personal data

1. A Client who wishes to become a Member can join the Program by using the tools available on the Shop’s Website, providing all requested data and accepting the Terms & Conditions in the manner provided. Clients will receive Member status immediately upon completing the registration process for joining the Program. At that time an email including membership activation will be sent to the email address specified during registration.

2. Only persons eighteen (18) years of age or older who are residents of the United States or Canada may register to become a Member of the Program.

3. The Client represents and warrants that all data submitted in applying to join the Program are true and complete. If any data previously submitted must be changed or supplemented, a Member should use the tools available in his/ her Account.

### III. Member Price

1. A ClubLive100 Member is entitled to purchase Products from the Shop at the Member Price specified therein solely for the Member’s personal, non-commercial use.

2. Zepter USA may in its sole discretion restrict the quantity of Products that a Member may purchase to prevent the use of a membership for commercial purposes.

### IV. Communication methods within the Program

1. All communication between Zepter USA and the Member will be carried out exclusively by email, addressed to the email address provided by the Member upon registration unless changed by the

Member during the course of the Program. A Member should direct all communications to Zepter USA via email to *service@zepter-usa.com*.

2. Zepter USA may use electronic means to provide information to the Member related to the Program, including information related to special offers, invitations or events and reserves the right to use automatically generated messaging systems.

3. Except as provided in Article VI, Section 4 below, Zepter USA will use commercially reasonable efforts to respond to questions sent to Zepter USA regarding the Program within three (3) business days of receipt.

## **V. Complaint procedure concerning the Program**

1. A complaint concerning the Program should contain the company name or the name and surname of the Member making the complaint, as well as a reasonably detailed description of, or the reasons for making, the complaint and a request for the relief sought.

2. Complaints will be reviewed by Zepter USA within 14 days of submission. A Member will be informed of Zepter USA's decision by email or by alternatively agreed upon means.

## **VI. Termination of the Membership Agreement**

1. A Member may cancel his/ her membership in the ClubLive100 Program at any time. The Member's cancellation is effective immediately after his/ her request for cancellation is received by Zepter USA.

2. Zepter USA may terminate a Program membership effective immediately upon: (a) any actions by a Member in violation of law; (b) actions of a Member resulting, in Zepter USA's sole judgment, in harm to the reputation of Zepter USA; (c) violations by the Member of the provisions in the Regulations of the Shop or these Terms & Conditions, including: providing false or incomplete data, using the personal data of another person, or purchasing Products from the Shop for commercial purposes. Termination by Zepter USA is effective immediately upon notice to the Member. The statement of termination shall be sent in electronic form to the email address provided by the Member at registration and shall point out the reasons for termination of the ClubLive100 Membership. A Member whose membership has been terminated pursuant to this paragraph can submit a written appeal of the membership termination by email, which Zepter USA may accept or reject in its sole discretion.

3. Upon termination of membership, all Program membership rights and privileges are immediately revoked. Zepter USA may retain a Member's data after termination of this Membership Agreement.

## **VII. Disclaimer of Warranties**

Member understands that Zepter USA cannot and does not guarantee or warrant that files available for downloading from the internet or the Shop website will be free of viruses or other destructive code. Member is responsible for implementing sufficient procedures and checkpoints to satisfy his/her particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Shop site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, ZEPTER USA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT MEMBER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO MEMBER'S USE OF THE SHOP WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SHOP WEBSITE OR TO MEMBER'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

MEMBER'S USE OF THE SHOP WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SHOP WEBSITE IS AT MEMBER'S OWN RISK. THE SHOP WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SHOP WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, OTHER THAN EXPRESS WARRANTIES ASSOCIATED WITH PARTICULAR PRODUCTS. NEITHER ZEPTER USA NOR ANY PERSON ASSOCIATED WITH IT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SHOP WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER ZEPTER USA NOR ANYONE ASSOCIATED WITH IT REPRESENTS OR WARRANTS THAT THE SHOP WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SHOP WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SHOP WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SHOP WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SHOP WEBSITE WILL OTHERWISE MEET MEMBER'S NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, ZEPTER USA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **VIII. Limitation on Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ZEPTER USA, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH MEMBER'S USE, OR INABILITY TO USE, THE SHOP WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SHOP WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

ZEPTER USA IS NOT RESPONSIBLE OR LIABLE UNDER ANY CIRCUMSTANCES IN THE EVENT THAT IT IS REQUIRED TO SHARE OR DISCLOSE LOGIN CREDENTIALS OR OTHER MEMBER INFORMATION WITH THIRD PARTIES PURSUANT TO A REQUEST FROM GOVERNMENTAL AUTHORITIES, SUBPOENA OR OTHER LEGAL PROCESS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **IX. Changes to Terms and Conditions**

1. The Terms & Conditions may be amended by Zepter USA at any time in its discretion. Amendments are considered accepted by a Member if the Member does not withdraw from ClubLive100.

2. Zepter reserves the right to terminate the Program at any time in its sole discretion.

Members will be notified about any such decision via email at least 30 days prior to the suspension or termination of the Program. Zepter USA will also inform of the suspension or termination of

the Program via the Shop website. Members can purchase Products at the Member Price rate prior to the effective date of suspension or termination.

**X. General**

1. THE MEMBER IS RESPONSIBLE FOR ALL ACTIVITY OCCURRING ON THE WEBSITE THROUGH THE USE OF HIS/HER LOGIN CREDENTIALS. THEREFORE, WE ADVISE THAT MEMBERS GUARD THEIR LOGIN CREDENTIALS CAREFULLY.

2. Membership in the Program may not be assigned by a Member and Zepter USA will have no obligation to recognize the validity of any attempted assignment.

3. These Terms & Conditions will be interpreted under the laws of the State of New York.

4. Any dispute relating to these Terms & Conditions shall be brought in state or federal court in New Jersey.

5. The Terms & Conditions are available to Members only.

6. No waiver of by Zepter USA of any term or condition set out in these Terms & Conditions Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Zepter USA to assert a right or provision under these Terms & Conditions shall not constitute a waiver of such right or provision.

7. If any provision of these Terms & Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms & Conditions will continue in full force and effect.

**FORM OF PROGRAM WITHDRAWAL REQUEST**

(please fill in the form and send it back only if you wish to withdraw from the Program)

Send by email: [service@zepter-usa.com](mailto:service@zepter-usa.com)

\_\_\_\_\_  
(Name and surname of Member)

\_\_\_\_\_  
(Address of Member)

I hereby inform you of my intent to withdraw from the Membership Agreement (and terminate my membership in ClubLive100).

\_\_\_\_\_  
(Place, date)

\_\_\_\_\_  
(Signature of the Member)

Zepter International USA Inc.  
8400 River Road, North Bergen, NJ 07047