

TERMS AND CONDITIONS OF WEBSITE USE SOUVRE UK

I. DEFINITIONS

1. SOUVRE INTERNATIONALE – here: SOUVRE INTERNATIONALE Sp. z o.o. Sp. k.
2. SOUVRE UK – here: SOUVRE UK Ltd.
3. SOUVRE INTERNATIONALE Club (SOVRE Club, SOUVRE INTERNATIONALE Network of Partners, Partner Network, Network) – All Partners belonging to the SOUVRE INTERNATIONALE Club.
4. Customer Service (CS) – department in SOUVRE UK or in the Branch, which the Partner can contact by phone, email or post. It provides ongoing support for Partners in all areas related to membership in the SOUVRE INTERNATIONALE Club. This is particularly true for registration, placing orders for SOUVRE INTERNATIONALE Products, providing information on the implementation of the Marketing Plan and training supporting Partners building Structures.
5. Partner – an individual or a company that joins SOUVRE UK or the Branch with an agreement for membership in the SOUVRE INTERNATIONALE Club (Partnership Agreement).
6. Partner SOUVRE UK – an individual or a company that has formed a membership agreement within SOUVRE INTERNATIONALE Club (Partnership Agreement) with SOUVRE UK.
7. Marketing Folder (Marketing Plan) – a document containing information about the benefits of cooperation with SOUVRE UK and a set of rules that defines terms for Partners to obtain a given Performance Level and rules for calculating a Marketing Plan Discount or Commission for achieving a given Performance Level.
8. SOUVRE INTERNATIONALE Branch (Branch) – an entity that signed a distribution franchise contract with SOUVRE INTERNATIONALE, conducting business activity in the field of direct sales of SOUVRE INTERNATIONALE Products in the MLM system and providing services in accordance with the scope included in the distribution franchise agreement formed with SOUVRE INTERNATIONALE.
9. Conditional Partner – an individual, a natural person who is 16 (a minor) who applies for the formation of the Partnership Agreement and signs it, conditional upon approval by a parent/legal guardian.
10. SOUVRE INTERNATIONALE Products (Products) – products offered to the Partners by SOUVRE UK listed in the offer under the SOUVRE INTERNATIONALE Brand.
11. Promoter – a Partner who is in the Structure directly above another Partner, indicated in the application for registration to the SOUVRE INTERNATIONALE Club (the Partnership Agreement) as a Promoter.
12. Recruiter – a Partner who made an effective presentation and thus encouraged a new Partner to register in the SOUVRE INTERNATIONALE Club, indicated in the Application for registration to the SOUVRE INTERNATIONALE Club (Partnership Agreement) as a Recruiter.
13. Structure (Team) – a team of Partners created by way of recommendations, in a manner in which the Partner (Promoter, Recruiter) sends invitations to register in the SOUVRE INTERNATIONALE Club to another Partner who in turn invites more Partners to register.
14. SOUVRE INTERNATIONALE Club Regulations (SOVRE Club Regulations, Club Regulations) – document, which is an integral part of the application for registration in the SOUVRE INTERNATIONALE Club (Partnership Agreement).
15. The SOUVRE INTERNATIONALE Code of Ethics (SOVRE Code of Ethics, Code of Ethics) – a document containing a set of rules for Partners, consistent with accepted standards of ethical conduct in the SOUVRE INTERNATIONALE Club.
16. SOUVRE INTERNATIONALE Brand – trademark / trademarks as defined by the Polish Industrial Property Law, owned by SOUVRE INTERNATIONALE, which holds the right to signs and designs: ‘SOVRE, ‘SOVRE INTERNATIONALE’ and the SOUVRE INTERNATIONALE ‘S’ signature logo.
17. Starter Kit (Starter Package) – a set of testers or samples of selected SOUVRE INTERNATIONALE Products along with advertising and training materials or a set of advertising and training materials. Information on the Starter Kit can be found at www.souvre.com.
18. Partnership Agreement (Agreement) – an agreement formed between a Partner and SOUVRE UK based on an application for registration in the SOUVRE INTERNATIONALE Club submitted by the Partner and accepted by SOUVRE UK.
19. Partner Account (Account, Partner Zone) – account created on the website, belonging to SOUVRE INTERNATIONALE, which the Partner can log into on the website www.souvre.com after entering their individual login and password.

Other terms used in these Regulations should be understood in accordance with the definition given in the SOUVRE INTERNATIONALE Club Regulations, Marketing Folder, Code of Ethics or any regulations, documents issued by SOUVRE UK and provided to the Partner.

II. GENERAL PROVISIONS

1. These Terms and Conditions for the provision of electronic services (hereinafter: "Terms and Conditions") define the rules for the use of the website www.souvre.com (hereinafter: "Website") owned by SOUVRE INTERNATIONALE Sp. z o.o. Sp. k. with its registered office in Inowrocław 88-100 at ul. Al. Okrężna 8, recorded in the Register of Entrepreneurs by the District Court in Bydgoszcz, 13th Commercial Division of the National Court Register under KRS [National Court Register] number 0000584353, holder of the VAT No. 5562761020, REGON [National Business Registry No] 362911971, hereinafter: "SOUVRE INTERNATIONALE".
2. The website operates on the terms set out herein. The condition for using the Website by the User is to read the Terms and Conditions and express the provisions stipulated therein.
3. The owner of the Website and its administrator is SOUVRE INTERNATIONALE.
4. Using the Website on the terms set out herein, SOUVRE UK Ltd. with its registered office at Unit 5 Windsor Park Industrial Estate, 50 Windsor Avenue, Merton, London, SW19 2TJ, recorded in the Companies House, incorporated under the Companies Act 2006 with the Company Number 11429445, hereinafter: "SOUVRE UK" provides sales services of SOUVRE INTERNATIONALE Products from the series of natural collagen, body care, cleaning agents, dietary supplements and all marketing and training materials on Products, as well as SOUVRE INTERNATIONALE Starter Kits.
5. SOUVRE UK in a special way protects the privacy of Website Users, adheres to legal provisions regarding the processing of Users' personal data (SOUVRE Partners), and also gives them the opportunity to change and update their data. Detailed information on the privacy policy and the processing of personal data can be found in Chapter 13 hereof.
6. The minimum technical requirements of the computer system from which the User would like to access the Website:
 - a) 512 MB RAM;
 - b) 1000 MHz processor;
 - c) Internet connection;
 - d) a web browser that supports HTML5, CSS3 and JavaScript, with enabled cookies, as well as using mobile devices equipped with an Internet browser.
7. These Terms and Conditions are addressed to the Partners of SOUVRE INTERNATIONALE Club.
8. The SOUVRE Partner (User) is obliged to use the Website in a manner consistent with the law and morality with respect for the personal rights, copyright and intellectual property of SOUVRE INTERNATIONALE, SOUVRE UK and third parties. The User is obliged to enter data consistent with the facts. The User is prohibited from providing unlawful content.

III. SOUVRE ONLINE STORE

1. The online store available on the website www.souvre.com is owned by SOUVRE INTERNATIONALE.
2. SOUVRE UK sells SOUVRE INTERNATIONALE Products: collagen products, cosmetics for men, women and general care products, cleaning agents, all marketing materials, including SOUVRE INTERNATIONALE Starter Kits using the online store available on the website www.souvre.com.
3. The Buyer may be any natural person with full legal capacity, and in cases provided for by generally applicable regulations, a natural person with limited legal capacity, a legal person, as well as a business unit with legal personality. The condition to use the SOUVRE UK online store is to have the status of SOUVRE Partner and thus a member of the SOUVRE INTERANTIONALE Club, that is, to register on the website www.souvre.com.

4. SOUVRE INTERNATIONALE is entitled to order a temporary break in the operation of the Website or some of its functionalities for technical reasons. SOUVRE INTERNATIONALE will, however, ensure that technical breaks take place during the night hours and last as short as possible.

IV. REGISTRATION ON THE WEBSITE WWW.SOUVRE.COM

1. The purchase of SOUVRE INTERNATIONALE Products on the Website is possible only upon prior registration on the website www.souvre.com, and thus after the User provides their personal data, in the manner described herein, and in the Privacy and Cookie Policy.
2. User registration on the Website is necessary if you want to join the SOUVRE INTERNATIONALE Club and use the Website's Partner Zone and if you want to make purchases in the SOUVRE UK online store as a Partner.
3. User registration on the Website is made by filling out the registration form available on the SOUVRE UK website and by accepting the activation link sent to the User's email address.
4. After registration, the User becomes a SOUVRE UK Partner.
5. The purchase of SOUVRE INTERNATIONALE Products and activity in the Partner Zone is possible after logging in to the Website with the use of a valid login and password.
6. The User who registers on the Website is obliged to provide truthful, accurate and up to date data that does not mislead and does not infringe the rights of third parties.
7. The User bears sole responsibility for the content of data provided by them.

V. THE TERMS OF USE OF THE WEBSITE WWW.SOUVRE.COM

1. The Website has been divided into three access zones:
 - a) public zone – available to all Users of the Website;
 - b) SOUVRE UK online store – available to SOUVRE Partners;
 - c) SOUVRE UK Partner zone – available to SOUVRE UK Partners.
2. The public zone of the Website does not require a login and performs an information and promotion function for the SOUVRE brand.
3. The online store has a sales function for SOUVRE UK Partners.
4. The Partner Zone of the Website performs sales, organisational, communication, settlement and marketing functions for the members of the SOUVRE INTERNATIONALE Club.
5. SOUVRE UK reserves the right to suspend the SOUVRE UK Partner account in cases specified in the SOUVRE INTERNATIONALE Code of Ethics.
6. The User may delete the account at any time by submitting such an application via the form available at www.souvre.com. The request to delete the account is tantamount to resignation from other services resulting from cooperation with SOUVRE UK. A request to delete a User account does not affect the performance of other services previously ordered or paid, unless the User explicitly requests it.

VI. ORDERS, DELIVERY, PRICES AND PAYMENT METHODS

1. All information about the Products is an invitation to enter into a contract ("Invitation to Treat") as defined under Common Law and not an offer. By submitting orders, the Partner submits an offer to conclude a sales agreement for the ordered Products or services from SOUVRE UK. Each payment made by the Partner constitutes the prepayment for order fulfilment until the order is accepted for fulfilment. After confirmation of purchases by the Partner in their administrative panel at www.souvre.com, there is a possibility of checking order status, among others.
2. After confirmation of a submitted order, the sales agreement between the Partner and SOUVRE UK is considered as formed.
3. Orders can be placed 24 hours a day, 7 days a week, with the reservation that the order will be processed only on business days (excluding public holidays and Saturdays). Orders placed on public holidays and Saturdays will be fulfilled on the next business day.
4. Orders placed before 8 a.m. will be shipped on the same day. Orders placed after 8 a.m. will be fulfilled on the next business day (excluding holiday periods and the last 3 days of each calendar month).
5. Orders made on the last day of the calendar month may be submitted only until 8 p.m.
6. The order will be processed after payment for this order. After confirming their purchases, the Partner is not able to edit or cancel their order.
7. SOUVRE UK does not specify a minimum or maximum order value.
8. The time of delivery is 3 business days on average. The maximum delivery time is 14 working days.
9. Products available in the www.souvre.com store have point values assigned to them. The following Products are an exception, for which points are not awarded:
 - a) leaflets,
 - b) samples,
 - c) accessories,
 - d) marketing and advertising materials,
 - e) training materials for Partners,
 - f) Starter Kits
10. Free shipment is available from 1,000.00 Points, (about £365.00), obtained under one order with delivery in Zone 1 in the UK.
11. SOUVRE UK delivers the ordered Products using the services of a courier company. Delivery costs of one-off orders for which 0.00 to 999.99 points were awarded are as follows:

ZONE	Price of Delivery
ZONE 1 - England, Wales & Scotland (excluding Highlands & Islands)	£5.90
ZONE 2 - Highlands & Islands of Scotland	£14.60
ZONE 3 - Northern Ireland	£16.40
ZONE 3 - Isle of Man & Isles of Scilly	£19.90
ZONE 4 - Jersey & Guernsey	£9.60

12. Foreign orders should be submitted only by email to the SOUVRE UK Customer Service Office to the email address: orders@souvre.com. After the order is received, SOUVRE UK will contact the person placing the order in order to agree on the delivery terms and costs.

13. The purchased goods will be sent to the address provided by the Partner during registration in the online store, and if the shipping address is different, it is possible to provide it when placing the order. For combined orders, the shipping address is the address of one of the Partners initiating the combined order.

14. If an order cannot be processed, SOUVRE UK will notify the SOUVRE Partner about this fact not later than within 14 working days from the date of confirmation of the order placed. The notification will be sent to the Partner's email address. If the Partner already paid for the order referred to in the sentence above, SOUVRE UK will refund the amount due.

15. If it is not possible to fulfil a part of the order, the Partner shall be notified about the reason and condition of the order and decide on the manner of its fulfilment:

- a) partial fulfilment - execution of purchases concerning only available Products;
- b) cancellation of the whole order.

16. SOUVRE UK shall refund the amount due to the Partner for part of the purchases that cannot be executed, as referred to in section 15.

17. All prices provided by SOUVRE UK are expressed in the British currency and are gross prices (including VAT). Product prices do not include delivery costs.

18. Information about Product price, the features and essential properties of the goods is available on the Website and is placed next to the offered Product.

19. Product prices presented on the Website may change, however, the change in the prices of Products does not affect orders placed before the entry into force of the price change. The prices of goods given on the pages of the Online Store do not include delivery costs.

20. The costs of delivering the ordered goods are always provided on the website of the SOUVRE UK Online Store during the ordering process, including directly before and at the time of confirmation and submission the order by the Partner of and are included in the total value of the order. The total value of the order includes the price of the goods and the cost of their delivery.

21. The binding and final price is the price given in the "Cart" during order confirmation at the time of placing the order by the SOUVRE Partner via the Online Store.

22. If SOUVRE UK sends the Product to the Partner and the Partner does not collect it, SOUVRE UK has the right to demand reimbursement of the return shipment. The User who is a consumer can release themselves from liability if they prove that they did not receive the parcel by no fault of their own.

VII. SENDING INVOICES, CORRECTING INVOICES AND DUPLICATE INVOICES ELECTRONICALLY

1. The following provisions apply to the electronic submission of invoices, correcting invoices and duplicate invoices to SOUVRE Partners by SOUVRE UK.

2. Sending invoices, correcting invoices and duplicate invoices will take place in electronic form, in PDF file format.

3. The Partner grants their approval for sending correcting invoices and duplicate invoices, in the manner and in the format specified above. This approval is given at the time of registration as a SOUVRE Partner in SOUVRE UK.

4. SOUVRE UK represents that invoices, correcting invoices and duplicate invoices will be sent from the email address: automat.invoices@souvre.com.

5. SOUVRE UK will send invoices, correcting invoices and duplicate invoices to the Partner to the email address provided during the registration of the Partner in the SOUVRE INTERNATIONALE Club. The abovementioned documents will be sent with enabled automatic delivery receipt option. If delivery receipt is not received, SOUVRE UK will notify the Partner about it and undertake to remove the existing obstacle in sending the invoice, correcting invoice and duplicate invoices electronically. If an obstacle in sending the abovementioned documents cannot be removed, SOUVRE UK has the option of sending the abovementioned documents in a paper form.
6. These provisions do not exclude the possibility of sending invoices, correcting invoices and duplicate invoices in paper form by SOUVRE UK, however, subject to prior notification to the Partner about this fact.
7. The approval which the Partner granted during their registration in SOUVRE UK may be withdrawn, as a result of which SOUVRE UK loses the right to issue and send invoices, correcting invoices and duplicate invoices to the Partner / Recipient electronically starting from the 14th day after receiving the notification of the withdrawal of approval. Withdrawal of the approval will be made by the Partner or SOUVRE UK by a notification sent in writing or electronically.
8. Invoices, correcting invoices and duplicate invoices sent in electronic form will be stored in a manner ensuring authenticity of origin, integrity of the content and their readability as well as easy retrieval. SOUVRE UK and Partner declare that they will ensure the authenticity of origin and integrity of the content of invoices, correcting invoices and duplicate invoices sent in electronic form.
9. SOUVRE UK and Partner declare that in the scope of generating, sending and storing invoices, correcting invoices and duplicate invoices, they comply with applicable law, in particular to the Electronic Invoicing (VAT Notice 700/63) government guidelines.
10. If the email addresses referred to above change, SOUVRE UK and Partner undertake to notify one another about this fact electronically within 5 days before the abovementioned change of address.

VIII. SCOPE AND TYPES OF SERVICES PROVIDED ELECTRONICALLY

1. SOUVRE UK supports its Partners through the following services provided electronically:
 - a) maintaining Partner account on the Website www.souvre.com;
 - b) SOUVRE UK newsletter;
 - c) text messages.
2. Maintenance of the Account on the Website www.souvre.com is necessary to make purchases in the online store and use the functionality of SOUVRE UK Partner Zone.
3. The maintenance of an account on the website for Partners is related to the cost of making at least one purchase in the Online Store at least once a year.
4. SOUVRE UK recommends that Partners accept the free SOUVRE Newsletter service upon registration on the Website.
5. As part of the SOUVRE UK Newsletter service provided electronically, an email is sent to the email address provided by the Partner. The newsletter contains in particular information about the product offer and network marketing of SOUVRE UK. The Newsletter is sent free of charge.
6. A Partner can change their email address to which the Newsletter is sent or cancel the Newsletter at any time without giving any reason and without incurring the costs by clicking on the "Newsletter - resignation" link placed in the footer of each newsletter, entering their email address in the appropriate field, and then clicking on the "Unsubscribe" button.

7. SOUVRE UK recommends that Partners accept the free SOUVRE UK SMS service upon registration on the Website.
8. As part of the SOUVRE UK SMS service, text messages are sent via SMS API to the telephone number provided by the User. The text messages contain in particular information about the product offer and network marketing of SOUVRE UK. The text messages are sent free of charge.
9. A Partner can change their telephone number to which text messages are sent or resign from the SOUVRE UK SMS service at any time without giving any reason and without incurring the costs by sending an email to the address: cs@souvre.com reading "SMS-resignation" and indicating Partner Identification Number. The service will be cancelled within 24 hours of submission of the resignation message.

IX. COMPLAINT PROCEDURE

1. SOUVRE UK is obliged to provide Users with the Product without any physical or legal defects. SOUVRE UK is liable to Users for defects of the Products under the terms specified in section 2 of the Consumer Protection Act 1987.
2. A complaint may be submitted by the SOUVRE Partner to the email address: complaints@souvre.com.
3. A complaint should contain in particular: name and surname, correspondence address, email address to which the response to the complaint is to be sent, if the User wishes to receive a response to the complaint via e-mail, date of purchase, type the product being complained about, a detailed description of the defect and the date of its discovery, the demand of the Partner, as well as the method in which the User would like to receive the adjustment letter. Along with submitting a complaint, the proof of product purchase must be delivered to SOUVRE UK. It may be a copy of the invoice, payment card printout or other proof.
4. Complaints can be submitted using the complaint form available on the Website www.souvre.com in the Partner Zone. The complaint form is just an example.
5. The SOUVRE Partner, who exercises their rights under the warranty, is obliged to deliver the defective Product to the place indicated on the sales document at the cost of SOUVRE UK.
6. SOUVRE UK will consider and respond to the complaint promptly, no later than within 14 days from the date of lodging the complaint. SOUVRE Partner will be sent the adjustment letter in the manner indicated in the complaint.
7. If the submitted complaint letter is incomplete, SOUVRE UK will ask the Partner to supplement it using the address details specified in the complaint.
8. If the complaint is not recognized by SOUVRE UK, the costs of returning the Products submitted as part of the complaint are covered by the Partner submitting the complaint.
9. SOUVRE UK shall provide information whether a complaint is found justified or unjustified within 14 calendar days from the moment it received this complaint. SOUVRE UK, regardless of the decision taken, will always send the adjustment letter to the Partner with a justification. However, if a Partner does not receive a response from SOUVRE UK after 14 calendar days, it will mean that the complaint was accepted under the terms and conditions set out by the Partner when submitting the complaint.

X. PROVISIONS RELATING TO NON-CONSUMER PARTNERS "Entrepreneurs"

This section relates to those with Entrepreneur Status' only.

1. The Seller has the right to withdraw from the Sales Agreement formed with a non-consumer Partner within 14 calendar days from the date of its formation. Withdrawal from the Sales Agreement in this case may take place without giving a reason and does not give rise to any claims on the part of the non-consumer Partner in relation to the Seller.
3. The Seller has the right to limit the payment methods available to non-consumer Partners and to introduce the requirement for them to make a prepayment in whole or in part, regardless of the method of payment chosen by them and the formation of the Sales Agreement.
4. Upon the handover of the Product by the Seller to the carrier shall pass, the benefits and burdens associated with the Product and the risk of accidental loss or damage to the Product are transferred onto a non-consumer Partner. Therefrom, the Seller shall not be liable for any loss, harm or damage to the Product arising from its acceptance for delivery until it is delivered to the User or the delay in the delivery of the parcel.
5. In the event of sending the Product to the Partner through a carrier, a non-consumer Partner is obliged to examine the parcel in time and in the manner accepted for such parcels. If they find the Product was harmed or damaged during transport, they are obliged to perform all actions necessary to determine the liability of the carrier.
6. Pursuant to the Sales of Good Act 1979 the Seller's liability under the warranty for the Product against a non-consumer Partner is excluded.
7. The liability of SOUVRE UK in relation to a non-consumer Partner, regardless of its legal basis, is limited - both for individual claims, as well as for all claims in total - up to the price paid and delivery costs under the Sales Agreement, not more than up to GBP 300. The Seller shall be liable towards a non-consumer Partner only for typical damage predictable at the time of the conclusion of the agreement and shall not be liable for lost profits in relation to the Partner who is not a consumer.
8. Any disputes arising between SOUVRE UK and a non-consumer Partner shall be submitted to the court competent for the seat of SOUVRE UK.

XI. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

1. The Partner may withdraw from the sales agreement within 14 days from the date of receipt of the parcel with the ordered Products. In order to do this within the time limit referred to in the sentence above, the Partner must deliver the Products subject to withdrawal and a declaration of withdrawal from the sales contract in writing and bear the direct costs of returning the goods. All Points accrued in connection with the Products subject to withdrawal from sales agreement will be deducted in the Partner's Structure, to which they were previously credited, and if the Marketing Plan Discount or Commission was calculated on the basis of the Points awarded for the Products purchased, which were then returned to SOUVRE UK.
2. To meet the deadline for withdrawal from the sales agreement, proper declaration must be sent before its expiry. The declaration on withdrawal from the agreement may be submitted for example:
 - a) in writing to the address: SOUVRE UK Ltd. Unit 5 Windsor Park Industrial Estate, 50 Windsor Avenue, Merton, London, SW19 2TJ.
 - b) electronically via email to the address: office@souvre.com.
3. An example of the form of withdrawal from the sales agreement is available as Annex 1 hereto. The Partner can use this form template, but it is not mandatory.
4. The deadline for withdrawing from the contract runs from receiving the Product by the consumer or a third party designated by the consumer other than the carrier for the sales agreements whereby the Seller handing over the Product is obliged to transfer its ownership, and in the case of an agreement covering many Products that are delivered separately, in batches or in parts - from the acquisition of the last Product, batch or part; In the event of withdrawal from a remote agreement, the agreement shall be considered as invalid.
5. SOUVRE UK shall immediately, not later than within 14 calendar days from the date of receipt of the consumer's declaration on withdrawal from the agreement, return to the consumer all payments made by them, including the cost of delivery of the Product (with the exception of additional costs resulting from the method delivery chosen by the customer other than the cheapest standard delivery method available in the Online Store). SOUVRE UK will refund the payment using the same method of payment as the consumer used, unless the consumer has expressly agreed to a different method of refund, which does not involve any costs for them. If SOUVRE UK did not offer to collect the Product from the consumer, it may withhold the refund of payments received from the consumer until receipt of the Product or delivery by the consumer of proof of its return, whichever occurs first.
6. The consumer is obliged to return the Product to the Seller or hand it over to the person authorized by the Seller to collect it immediately, no later than within 14 calendar days from the date on which they withdraw from the agreement, unless the Seller suggested that they will collect the Product themselves. To meet the deadline, the Product must be returned before its expiry. The consumer may return the Product to the following address: SOUVRE UK Ltd. Unit 5 Windsor Park Industrial Estate, 50 Windsor Avenue, Merton, London, SW19 2TJ.
7. The Consumer shall be liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.
8. Possible costs related to the consumer's withdrawal from the agreement that the consumer is obliged to incur:
 - a) if the consumer has chosen a method of delivery of the Product other than the cheapest standard delivery method available in the Online Store, the Seller is not obliged to refund the additional costs incurred by the Seller,
 - b) the consumer bears the direct costs of returning the Product.

9. The right to withdraw from a remote agreement is not available to the consumer in relation to contracts: (1) for the provision of services, if the Seller has fully provided the service with the express consent of the consumer who had been informed before the provision that they would lose the right to withdraw from the contract after the performance of the service by the Seller; (2) in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline for withdrawal from the contract; (3) in which the service concerns a non-prefabricated Product, manufactured according to the consumer's specification or serving to satisfy their individual needs; (4) in which the service concerns a product that goes bad quickly or has a short shelf-life; (5) in which the service concerns a product delivered in a sealed package, which after opening the packaging cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery; (6) in which the service concerns Products which after delivery, due to their nature, are inseparably combined with other items.

XII. PRIVACY AND COOKIE POLICY OF THE WEBSITE WWW.SOUVRE.COM

1. This chapter sets out the rules for the collection and use of data on the website www.souvre.com (hereinafter: "Website") owned by SOUVRE UK Ltd. (hereinafter: "SOUVRE UK").
2. The Controller of personal data of SOUVRE INTERNATIONALE Club members is SOUVRE INTERNATIONALE and SOUVRE UK is also authorised to process the abovementioned data.
3. Data Protection Officer – contact details, email address: iod@souvre.pl.
4. SOUVRE UK processes personal data of Website Users:
 - in accordance with Article 6(1)(b) of GDPR - in order to conclude a contract, based on the request of a member of the SOUVRE Club,
 - in accordance with Article 6(1)(b) of GDPR - in order to perform a contract, if it had been formed,
 - in accordance with Article 6(1)(a) of GDPR, on the basis of a consent of a SOUVRE Club member for the purpose of marketing and promotion of SOUVRE INTERNATIONALE Products and services. At any time, the SOUVRE Club member has the right to withdraw consent to the processing of personal data of the SOUVRE member, but such a withdrawal of consent does not affect the lawfulness of the processing which was made on the basis of consent before its withdrawal,
 - in accordance with Article 6(1)(c) of GDPR - to fulfil the legal obligation of the Controller, i.e. to issue and store invoices and accounting documents,
 - in accordance with Article 6(1)(f) of GDPR - to adjust, pursue or defend itself against potential claims in order to exercise its legitimate interest,
 - in accordance with Article 6(1)(f) of GDPR - for analytical purposes (better selection of services for our customers, general optimisation of our products, optimisation of customer service processes, building knowledge about our customers, financial analysis of our company in order to exercise its legitimate interest,
 - in accordance with Article 6(1)(f) of GDPR - for archival purposes in order to exercise its legitimate interest of securing information in the event of a legal need to prove facts,
 - in accordance with Article 6(1)(f) of GDPR - to check customer satisfaction in order to exercise its legitimate interest of determining the quality of its service and the level of satisfaction of its customers with its products and services,
 - in accordance with Article 6(1)(f) of GDPR - to offer SOUVRE Club members products and services directly, including selecting them in terms of the needs of the members of the SOUVRE Club, that is profiling, in order to exercise its legitimate interest,

- in accordance with Article 6(1)(f) of GDPR - to offer SOUVRE Club members directly the products and services of companies cooperating with it, e.g. in the form of discount coupons, including matching them with the needs of the SOUVRE Club member, that is profiling, in order to exercise its legitimate interest.

5. In connection with the processing of data for the purpose indicated in section 4, personal data of a SOUVRE Club member may be shared with other recipients of personal data or with categories of recipients. The recipients of personal data of a SOUVRE Club member may be:

- entities from our capital group,
- entities with whom we cooperate, which support us e.g. by providing accounting, logistic, IT, marketing, legal, insurance, graphic, promotional, or correspondence handling services, or which support our customer service process,
- entities providing postal or courier services,
- entities purchasing receivables if a member of the SOUVRE Club does not pay our invoices.

6. The personal data of a member of the SOUVRE Club will be processed for the period necessary to implement the processing purposes indicated in section 4:

- personal data resulting from the formation of the contract will be processed for the period in which claims related to this contract may be submitted, in accordance with the limitation periods specified in the Civil Code,
- if the contract is not formed within 30 days of the submission of the application for registration by the candidate for the SOUVRE Club member, personal data related to discussions about this contract will be immediately removed, except for the data needed for the purpose of direct marketing,
- the data processed for the purpose of direct marketing of our products and services can be processed until a member of the SOUVRE Club objects to its processing for this purpose or we find that it has become outdated,
- the data necessary to fulfil the legal obligation of the Controller - for the period for which we are required by the law to store data, e.g. tax data.

7. In connection with the processing of personal data by SOUVRE UK, a SOUVRE Club member has the right to:

- access the data pursuant to Article 15 of GDPR;
- correct the data pursuant to Article 16 of GDPR;
- remove the data pursuant to Article 17 of GDPR;
- limit the processing of the data pursuant to Article 18 of GDPR;
- object to the processing of the data pursuant to Article 21 of GDPR;
- transfer the data pursuant to Article 20 of GDPR;

8. If it is recognized that the processing of personal data by SOUVRE UK violates the provisions of the GDPR, a SOUVRE Club member has the right to lodge a complaint with the supervisory authority.

9. In the process of selling products and managing a partner network, we make decisions in an automated manner, including profiling, based on data available in the Partner Zone, using ICT systems. Profiling means the processing of personal data consisting in using the personal data of a member of the SOUVRE Club to analyse their preferences or future behaviours.

10. Decision-making in an automated manner is necessary for the purpose of forming the contract and for its implementation and is based on the consent given.

11. The provision of data is voluntary. The consequence of not providing personal data will be the inability to conclude a contract with a member of the SOUVRE Club.

12. Regardless of the rights listed in section 7, a SOUVRE Club member may at any time object to the processing of their data (including profiling) for direct marketing purposes. Having received a request regarding this matter, we are obliged to stop processing the data for this purpose. In special situations, a member of the SOUVRE Club may at any time object to the processing of personal data (including profiling) if the basis for the use of the data is our legitimate interest or public interest. In such a case, after considering the request, we will no longer be able to process the personal data whom the objection concerns on this basis, unless we prove that there is:

- important legal basis for data processing, which according to the law is considered superior to the interests of a SOUVRE Club member, their rights and freedoms,
- basis for adjustment, pursuit or defence of claims.

In each case, SOUVRE INTERNATIONALE as the Controller and SOUVRE UK as the entity authorised to process personal data are responsible for its use in a safe manner, in accordance with the contract and applicable laws.

13. The website www.souvre.com uses the SSL protocol for the domain as well as a hardware firewall with Fortigate's built-in antivirus software, which ensures confidentiality, security of data transfer and integrity of data transmission.

14. SOUVRE UK collects the data regarding Website Users in the following way:

- a) by entering this data by candidates for members of the SOUVRE INTERNATIONALE Club in the fields of the Registration Form of the SOUVRE INTERNATIONALE Club provided on the Website;
- b) by saving cookie files on the User's device (so-called "cookies");
- c) by collecting web server logs.

15. Cookie files (so-called "cookies") are IT data, in particular text files, which are stored in the Website User's end device and are intended for using the Website's pages. Cookies usually contain the name of the website from which they originate, time of their storage on the User's end device and a unique number.

16. SOUVRE UK has access to the cookies installed on the User's end device. Cookies are used for the following purposes:

- a) to create statistics (including Google Analytics statistics);
- b) to maintain the Website User's session (after logging in to the online store and/or Partner Zone).

17. The software used for browsing websites (web browser) in many cases allows the storage of cookies on the end device of the User by default. Users of the Website www.souvre.com may change cookie settings at any time.

18. Server log data is used only to administer the Website and to provide the most efficient service provided to SOUVRE UK hosting services.

XIII. FINAL PROVISIONS

1. Contact regarding these Terms and Conditions: SOUVRE UK Ltd. Unit 5 Windsor Park Industrial Estate, 50 Windsor Avenue, Merton, London, SW19 2TJ., email:office@souvre.com, SOUVRE UK Customer Service hotline: +442038872892.
2. SOUVRE UK emphasises that materials placed on the Website, including all content, logos, graphic elements, audio and video materials are protected by copyright and their use is possible only with the consent of SOUVRE UK.
4. In matters not covered by these Terms and Conditions, the provisions of the Civil Code and other acts shall apply.
5. Change of these Terms and Conditions:
 - a) the service provider reserves the right to make changes to these Terms and Conditions for important reasons, that is: changes in the law, changes in payment methods and deliveries, to the extent in which these changes affect the implementation of the provisions hereof;
 - b) in the case of forming a contract of a continuous nature under these Terms and Conditions, the amended Terms and Conditions bind the Customer if the the Customer was correctly notified about the changes and did not terminate the contract within 14 calendar days from the date of notification. If these Terms and Conditions are changed, the Customer being a consumer has the right to withdraw from the contract;
 - c) if agreements of a different nature from continuous contracts (for example a Sales Agreement) are formed, amendments to the Regulations shall not infringe the acquired rights of the Customers being consumers before the entry into force of amendments to the Terms and Conditions, in particular amendments to the Terms and Conditions shall not impact already placed Orders and formed, implemented or executed Sales Agreements.

Annex No 1: Withdrawal from the Sales Agreement Form

Partner’s data:

(Name and Surname and/or Company Name ¹)

(Partner’s Address / Company’s Address ¹)

(Company Number ¹)

(Partner’s Identification Number)

**SOUVRE UK Ltd.,
 Unit 5 Windsor Park Industrial Estate,
 50 Windsor Avenue, Merton,
 London,
 SW19 2TJ**

**Withdrawal from the Sales Agreement
with SOUVRE UK Ltd.**

I hereby inform that I am withdrawing from the Sales Agreement of Products purchased on the date _____ and listed below.

Description	Quantity	Invoice Number	Catalogue Number

(date)

(Partner’s Signature)

¹ - If the Partner is registered as a company, also fill in the above fields marked with number ¹.