

## AMWAY GROUP GCO POLICY

### Section 1. INTRODUCTION

- 1.1. This Amway Combined Group Order Policy (“**GCO Policy**”) defines the rights, duties and responsibilities of each Ordering ABO, ABO/MEMBER PLUS and Amway with regard to the group sales of Amway Products. This GCO Policy is designed to ensure proper business relations between Amway, on the one side, and Ordering ABO, ABO/MEMBER PLUS on the other side.
- 1.2. Together with Terms and Conditions of the ABO/MEMBER PLUS Contract, Amway Rules of Conduct, other Amway Policies and Standards, this GCO Policy forms an integral part of the ABO/ MEMBER PLUS Contract and is expressly incorporated as part of the ABO/MEMBER PLUS Contract by reference in the document that applicants sign and submit to Amway when applying to become an ABO/ MEMBER PLUS. In case of any discrepancies between this GCO Policy and other Amway Business Policies, the provisions of this GCO Policy shall prevail.
- 1.3. This GCO Policy covers countries of the European Economic Area (“EEA”) as well as Turkey and Switzerland.
- 1.4. Amway may modify this GCO Policy, in whole or in part, from time to time, providing notice of such changes in the Amway official literature, including the official Amway website(s) or by any other mechanism permitted under applicable law. All modifications shall be effective from the date expressed in the notification, but no sooner than four (4) weeks after notification, unless otherwise provided by law. However, in case any modifications to the GCO Policy are necessary in order to conform all or part of the Contract to the applicable law having a mandatory effect, they shall be effective immediately upon adoption by Amway.
- 1.5. Should a current provision or provision subset be declared invalid by a court or other authority then this shall not affect the validity of the remaining GCO Policy, ABO/ MEMBER PLUS Contract, Amway Rules of Conduct and other Amway Policies and Standards.
- 1.6. Nothing herein shall prejudice the rights of an ABO/ MEMBER PLUS Ordering ABO to those protections under the law of the respective country that may not be waived by the ABO/MEMBER PLUS/Ordering ABO.

### Section 1. GLOSSARY OF TERMS

**Ordering ABO:** For the purposes of this Policy an ABO/ MEMBER PLUS, who makes an order on the Official Amway Website on behalf of other ABOs/MEMBERS PLUS within the same business group. Orders can be placed only by ABOs in the upline and only within the same LOS.

**Group Order:** A collective request for the purchase of Amway Products placed by an Ordering ABO on the Official Amway Website on behalf of other ABOs/MEMBERS PLUS within the same



business group, who provided their explicit consent to be part of Group Order on the Official Amway Website.

**Individual Order:** A request for the purchase of Amway Products of one ABO/MEMBER PLUS/Member within one Group Order.

**Official Amway Website:** Any website hosted and administered by Amway, or where Amway is the owner of the site content, providing information on Amway, the Amway Business Opportunity or on Amway Products and services in the respective country.

Other definitions used in this GCO Policy shall be defined in accordance with ABO/ MEMBER PLUS Contract and Amway Rules of Conduct.

### **Section 3. PLACING THE ORDERS**

- 3.1. Each Ordering ABO is liable and shall ensure to get from ABO/MEMBER PLUS the information on their Individual Orders as well as their consent to process such Orders on their behalf with the respective Group Order. ABO/MEMBER PLUS receives e-mail notification once an Individual Order placed as part of the Group Order on their behalf.
- 3.2. The Ordering ABO shall place a Group Order on the Official Amway Website of the respective country. The Group Order shall contain information about each ABO/MEMBER PLUS and their Individual Orders.
- 3.3. Group Orders and Individual Orders are processed by Amway automatically 24/7 in accordance with appropriate ordering rules of the respective country.
- 3.4. Information on the process for placing Group / Individual Orders are placed on the Official Amway Website of the respective country.
- 3.5. It is prohibited for the Ordering ABO to include into Group Order renewal fee or any item or combination of items, purchasing of which equals to renewal fee, whatever applies, on behalf of other ABO/MEMBER PLUS.

### **Section 4. DELIVERY**

- 4.1. Group Orders shall be delivered by Amway within the delivery term and under conditions described on the Official Amway Website of the respective country.
- 4.2. The Ordering ABO shall pick up Group Orders using delivery options available on the Official Amway Website of the respective country.
- 4.3. Together with the delivered Group Order Amway shall provide the Ordering ABO with all the necessary documents required by the legislation of the respective Market. These documents would be provided electronically (available to download) or in hard copies, depending on the local regulations of the respective country.

- 4.4. Ordering ABO is responsible for further transfer of the Individual Orders together with the respective invoices and other supporting documents to each ABO/MEMBER PLUS.
- 4.5. The Ordering ABO does not act as a buyer-reseller on behalf of ABO/MEMBER PLUS.

#### **Section 5. PAYMENT**

- 5.1. Amway accepts the forms of payment that are available on the Official Amway Website of the respective country.
- 5.2. Payment for the Group Order shall be made by the Ordering ABO via a one-time full payment after the placement of the Group Order. Otherwise, such Group Order will be automatically cancelled.
- 5.3. Amway does not take responsibility for the collection of funds by the Ordering ABO from the respective ABO/MEMBER PLUS who participated in the Group Order. Settlements between the Ordering ABO and the ABO/MEMBER PLUS shall be made separately between the Ordering ABO and the respective ABO/MEMBER PLUS. The Ordering ABO is liable to ensure that he is duly authorized by other ABO/MEMBER PLUS to collect payments and receive goods on their behalf.

#### **Section 6. RETURNS**

- 6.1. The process for returning the Group / Individual Orders is regulated by each country separately and is available on the Official Amway Website of the respective country.
- 6.2. The refund amount will be directly credited to the respective ORDERING ABO/ABO/MEMBER PLUS in accordance with the selected refund method.
- 6.3. Ordering ABO, as well as each ABO/MEMBER PLUS are allowed to make a return of Amway Products to Amway directly.

#### **Section 7 TRANSFER OF OWNERSHIP FOR AMWAY PRODUCTS AND RESPONSIBILITY**

- 7.1. In case of payment failure for the Group order, the Ordering ABO is liable to pay the debt for subsequent orders. Also based on the local ordering rules Amway may charge Ordering ABO a rejection fee to compensate shipment costs to be paid on the next order or deducted from any bonus accrued of this Ordering ABO (if permitted by the local legislation).

#### **Section 8. MISCELLANEOUS**

- 8.1. ABO/MEMBER PLUS, Ordering ABO, and Amway must at all times in connection with this GCO Policy comply with all applicable laws and regulations.
- 8.2. ABO/MEMBER PLUS, Ordering ABO must at all times in connection with this GCO Policy comply with Amway Rules of Conduct, Standards and Policies.
- 8.3. ABO/MEMBER PLUS, Ordering ABO, Amway will each at all times in connection with this GCO Policy comply with all applicable privacy and data protection laws and regulations including entering into separate agreements required by law.
- 8.4. Each party must keep confidential all confidential information disclosed to them by the other party in accordance with applicable laws.
- 8.5. Nothing in this GCO Policy and no action taken by the parties in connection with the GCO Policy will constitute or create a partnership, association or other entity or be deemed as an employment relationship between the parties.