

Welcome to the Oriflame VIP Customer Online Terms and Conditions ("**Terms and Conditions**"). Please read through them carefully and keep a copy you will be requested to explicitly accept them as while registering yourself/ while placing an order. Please also read the Oriflame Privacy Policy regarding the personal information you will be required to provide and any other policies that apply to your usage of the Site as detailed on the Site or as communicated to you from time to time.

If you have any queries related to these Terms and Conditions, as well as any issues during the ordering process you can contact our customer service team by Telephone: 011-40409000 & 011-66259000 or by e-mail: ICC1@oriflame.com, ICC2@oriflame.com.

These Terms & Conditions are subject to change. We reserve the right in our sole discretion to amend or otherwise update these Terms & Conditions at any time without notice. Notification of any amendment shall be affected by posting the amended Terms & Conditions on the Site or when the same is notified to you on your registered email ID, whichever is earlier and the amended Terms & Conditions shall then become effective immediately, but no changes will be retrospective and shall not affect the terms under which any Products may previously have been purchased by you. Your continued use of the Site for the placing of any orders for Products after the effective date of a change shall mean that you agree to accept these Terms & Conditions as amended or otherwise updated at that time. You are responsible for keeping yourself up to date with any such changes. Accessing this Site by non-registered customers is an acceptance of the risk that the information on this Site may be changed or removed.

TERMS AND CONDITIONS FOR VIP CUSTOMERS

These Terms and Conditions, the Privacy Policy, together with other documents referred to in these Terms (including without limitation the Guarantee of Excellence Claims Policy and Negation Policy) and your order details if you buy a Product (the "**Terms**"), form an agreement between Oriflame India Private Limited, a company registered under the Companies Act, 1956 with its registered office at M-10, Ground Floor, South Extension, Part - II, New Delhi - 110049 & CIN No. U74899DL1994PTC061083 ("**Oriflame**", "**us**", "**our**") and you ("**you**", "**your**", the "**VIP Customer**").

The Terms stipulate the legal terms and conditions governing your use of this Oriflame website - <https://in.oriflame.com/> (the "**Site**").

These Terms, constitutes the entire agreement between you and us pertaining to the subject matter and supersede all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written.

1. ELIGIBILITY

- 1.1. You represent and warrant that you are 18 (eighteen) years of age or older.
- 1.2. You also represent and warrant that you are fully able and competent to enter into and execute these Terms and comply with the terms, conditions, obligations, affirmations, representations and warranties set forth herein.
- 1.3. You represent and warrant that you can affect payments with a credit card or other payment method permitted by the Site.

2. YOUR ACCOUNT

At the time of placing the order with us through the Site, you are responsible for registering yourself and choosing a secure password which shall contain at least 6 characters. Further, you shall be solely responsible/liable for maintaining the confidentiality of your account and password and for restricting access to your computer or device, and you agree to accept responsibility for all activities that occur using your account or password. We reserve the right

to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. You shall immediately, notify us in case of any unauthorised use of your account.

3. PRODUCTS

“Oriflame Products” or “Products” are the cosmetics and the related accessories as well as certain wellness, dietary supplements offered for sale under the Oriflame Trademarks and other products sold by Oriflame through the Site. All Products, prices, offers and promotions set out on the Site are valid and binding only during the period indicated or, if no period is indicated, during your browsing session. The product details on the Site include descriptions of the Products’ main characteristics.

The images of Products in our catalogue or on the Site are for illustrative purposes only: the shape, colour and size of the Products delivered to you may vary from the examples shown in our catalogue or on our Site and such variations do not constitute a Product defect.

4. PLACING AN ORDER

4.1. You may place orders from the Site by selecting the Products you wish to buy. Placing of an order is considered to be an offer made by you to us to buy the selected Products.

4.2. An order shall be considered placed when the following steps have been completed:

- i. you have selected the Products you wish to buy by using the option “add to bag”; you may at any time review and modify the content of the shopping bag by changing the quantity of Products, deleting Products or removing the entire content of the shopping bag until the order is placed;
- ii. you have provided the personal data necessary to accept, process and fulfil your order including to manage your customer account and have accepted that we use this data for the purposes set out in our Oriflame Privacy Policy; and
- iii. you have selected your preferred method of delivery and payment.

Once your online order is placed, you cannot revise the order however, you may cancel the order as per clause 7 of these Terms.

4.3. When we have accepted your order, an order confirmation will be sent to you by e-mail at which point the purchase contract will come into existence. We may refuse to accept your order without stating a reason for such rejection. In which case, we will refund in full any payment made by you and received by us (if any).

4.4. In addition to the order confirmation, you will receive an invoice with your Products. The invoice provides a summary of the Products shipped to you. It also contains important information about your rights as a consumer.

4.5. If you order online, please take note of the following:

- i. these Terms together with our confirmation of your order will form the contract between you and Oriflame for the sale and purchase of the Products (which we recommend are saved or printed by you) or as may be communicated by us using other means of communication;
- ii. the contract may only be concluded in English and not in any other language;

4.6. Orders completed and paid cannot be cancelled by you, except as described in clauses 7 and 8.

4.7. Orders can be placed at any time during the day save for certain limited unavailability when we update the Site.

- 4.8. Not all the Products described on the Site may be available at all times, and availability may vary based on location and timing. If a Product is out of stock at the time you place your order, we will use reasonable endeavours to inform you before your order is finalised so that you can change or abandon the order.
- 4.9. The Site may occasionally, and for limited periods of time, not be available due to maintenance or for various technical reasons. Oriflame will not be responsible for such unavailability or other technical failures and will not accept any claims alleged to arise out of any such failures.
- 4.10. The availability of the Products and services described on the Site, and the descriptions of such Products and services, may vary based on location and timing.

5. PRICES AND PAYMENT

- 5.1. Except where noted otherwise, the prices of the Products displayed on the Site represent the full retail price for the Products at the moment the order is placed. All prices are indicated in local currency and are inclusive of all applicable taxes.
- 5.2. We reserve the right to change the prices at any time and in our sole discretion but any change in the prices of Products you select before placing your order will not form part of the contract between us unless you and we expressly agree that it will.
- 5.3. The prices do not include the costs of transport, delivery and any other fees and charges that are clearly indicated as being additional charges to the price during the ordering process and that may vary depending on the delivery/payment method chosen by you.
- 5.4. If you are in possession of a special offer coupon and you have activated it by submitting its code as indicated on the Site, then depending on the terms of the offer, we will either deduct the discounted value from the price or it would appear in your account under account balance that can be availed as a discount on future purchase starting next day.
- 5.5. Payments can be made by credit card or by other means specified on the Site. Most major payment cards are accepted. Normally your bank card is not charged until after the availability of the Products in the shopping cart has been verified. You will always be entitled to the refund under clause 8.
- 5.6. For the purposes of payment collection, we cooperate with third party service providers. Late payments interest may be charged on a daily basis at the relevant collection agency's contractual interest rate as well as the reasonable costs of recovering the debts. For further information about payment methods including any possible credit terms please contact Customer Services at by Telephone: 011-66259000, 011-40409000 or by e-mail: ICC1@oriflame.com, ICC2@oriflame.com.
- 5.7. For the safety of online payments made with a card, all payment information is encrypted. As Oriflame works with authorized payment service providers, credit card information is handled properly and in accordance with the industry data security standards.

6. DELIVERY AND TRANSFER OF RISK

- 6.1. The ordered Products can be delivered only in India.
- 6.2. Delivery will be made to your chosen address while placing your order. Oriflame will not be responsible for non-delivery, wrong or late delivery of an order caused due to incorrect, incomplete, or non-updated information provided by you.
- 6.3. We will process and deliver your order in the shortest possible time. We shall not be liable for delays in delivery caused due to unexpected increase in volumes, or circumstances beyond our

control including without limitation adverse weather conditions, national/state holiday, government restrictions/advisories/circulars/notifications etc.

- 6.4. The risk of loss of Products and title to the Products will pass to you upon delivery of the Products.
- 6.5. We reserve the right to unilaterally cancel an order placed by you at any time if we reasonably suspect that you are in breach of any of these Terms. We will refund in full any payment made by you and received by us against such cancelled order.

7. RIGHT TO CANCEL ORDERS

- 7.1. We strictly adhere to the Product return rules applicable in India. Please see clause 8 for details.
- 7.2. Once your online order is placed, but not processed for delivery you can cancel it through the Site or by contacting Customer Services at Telephone: 011-40409000 & 011-66259000 or by e-mail: ICC1@oriflame.com, ICC2@oriflame.com, however once the order is processed for delivery it cannot be cancelled via the Site, you will need to contact Customer Services at the aforementioned Telephone number or by e-mail.
- 7.3. Without prejudice to your right to cancel an order and return a Product, upon receipt of the delivery you should check its content to make sure that it does not contain any Products that might have been damaged during transportation. You, or the person receiving the Products in your name, are requested to notify Customer Services immediately by submitting a claim and describing the damage/defect under the Guarantee of Excellence Claim Policy available on our Site after you login.

8. RIGHTS OF RETURN AND REFUND

- 8.1. You may cancel an order for Product(s) without giving any reason during the period set out below in clause 8.2. This means that during the relevant period, if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the order and receive a refund, in the manner provided in the Guarantee of Excellence Claims Policy and subject to the Negation Policy.
- 8.2. You may cancel an order at any time even after you have received the order confirmation by e-mail or after your order has been verbally accepted by Customer Services **but no later than 30 days from the date of the invoice**.
- 8.3. Subject to clause 7.2, you may cancel an order, by contacting Customer Services by Telephone: 011-40409000 & 011-66259000 or by e-mail: ICC1@oriflame.com, ICC2@oriflame.com. You can use the model form to notify us about your cancellation, or you can give us notice in some other way as long as we receive a clear statement (e.g. by letter, email, or telephone) of your decision to cancel. If you complete this form online and submit it through our Site we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay. You may wish to keep a copy of your cancellation notification for your own records. You just need to exercise your right to cancel before the cancellation period has expired. Therefore, if you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
- 8.4. You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid (except for the additional cost if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the refund for any loss in value of any Product(s) supplied if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the Product(s) resulting from

the handling of the Products beyond what is necessary to establish the nature, characteristics and functioning of the Product(s). We will process the refund due to you as soon as possible and, in any case, within (i) fourteen (14) calendar days after the day we receive back from you any Products supplied, or (ii) (if earlier) 14 calendar days after the day you provide evidence that you have returned the Products or (iii) if no Products were supplied, 14 calendar days after the day on which you gave us notice of cancellation as described in clause 8.3. If you returned the Products to us because they were faulty or mis-described, please see clause 8.5.

- 8.5. If you have returned the Products to us because they are faulty or mis-described, we will refund the price of a defective Product in full, any delivery charges you paid for the Products to be delivered to you, and any reasonable costs you incur in returning the item to us.
- 8.6. We will refund you on the credit card, debit card or other means used by you to pay, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.
- 8.7. Please note that certain Products are delivered sealed for health or hygiene reasons, and you cannot cancel your order and return those Products if they have been unsealed after delivery. Those products are identified appropriately in the catalogue on our Site.
- 8.8. If the Products were delivered to you:
 - i. you must return the Products to us without undue delay and in any event not later than 14 days after the day on which you cancel the order/contract us. The deadline is met if you send back the Products before the period of 14 days has expired;
 - ii. unless the Products are faulty or not as described (in this case, see clause 8.5), you will be responsible for the cost of returning the Products to us; and
 - iii. you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 8.9. We further guarantee the quality of any Product which carries the Oriflame name and certify that they are manufactured by us, or for us, meet the highest standards of quality. We are confident that our customers will find our products satisfactory in every way. We therefore offer a further Oriflame guarantee that allows you to exchange or get a full refund for any Product you are not completely satisfied with. This exchange or refund shall be claimed within 30 days from your receipt of the Product as detailed in Guarantee of Excellence Claims Policy. This guarantee does not apply to any Product intentionally damaged or misused. Unless communicated otherwise, returns and refunds under this clause shall be made in accordance with the terms of the preceding paragraphs of this clause 8.

9. PERSONAL DATA AND PRIVACY

- 9.1. If you provide information on the Site, you agree to provide accurate, current and complete information about you, where requested and you agree to update such information as appropriate (the "**Personal Data**"). We will use and maintain the Personal Data that we collect through the Site in accordance with applicable law and the Oriflame Privacy Policy. Further information about the need for and the use of your Personal Data is set out in the Oriflame Privacy Policy.
- 9.2. By submitting an order you give your consent to the storing and processing of Personal Data by us, the Oriflame Group (being us, our ultimate holding company, and any entity that is controlled directly or indirectly by that ultimate holding company) and by certain third parties, i.e. Oriflame Brand Partners, third party suppliers and third party service providers authorised or hired by us for the purpose of delivering of your orders, for credit collection or other supporting activities (the "**Authorised Users**"). We may further require you to express explicitly your agreement to the provision, storage and use of Personal Data by us by ticking a designated box on the Site.

- 9.3. When we provide Personal Data to Authorised Users we will provide only such Personal Data that is needed by them to perform their services. All Authorised Users are explicitly prohibited from using any Personal Data for purposes other than the mentioned above and from sharing any Personal Data with anyone other than us or as may be required by law.
- 9.4. If you give your explicit consent covering especially the disclosure and the use for marketing purposes, we will also provide your Personal Data to the Brand Partner chosen by you or assigned to you by us, so that the Brand Partner may use your Personal Data to inform you of our new Products, services, events and promotions. Such Personal Data may also include details about your orders.
- 9.5. Your and our respective detailed rights and obligations in respect of Personal Data is as per the Oriflame Privacy Policy.

10. RELATIONSHIP WITH BRAND PARTNERS.

You acknowledge that the Brand Partners are not employees, agents or representatives of Oriflame and are not in any way authorised to act on our behalf. The Brand Partners are independent contractors who work with us and know our Products and offers. The Brand Partners are bound by our strict rules of behaviour and ethics stipulated in our Brand Partners' Code of Conduct. We encourage you to inform our customer service team about any unfair, aggressive, or otherwise inappropriate behaviour of a Brand Partner.

11. OBLIGATIONS OF VIP CUSTOMER

- 11.1. Oriflame assumes that the VIP Customers purchase the Oriflame Products to meet their personal needs or family members, and not to carry out business activities, including those related to the resale of Products. The VIP Customers will not resell the products purchased from Oriflame. The status of the VIP Customers does not imply the possibility of participation of the VIP Customers in the programs that Oriflame may provide for the Brand Partners of Oriflame, including the possibility of providing VIP Customers with any Oriflame benefits and receiving any remuneration from Oriflame in this regard, and does not imply the right to negotiate, buy, sell or, on general terms, enter into any agreements on behalf of Oriflame, or any other company of the Oriflame Group.
- 11.2. Under no circumstances shall VIP Customers be entitled to send informational, promotional and/or any other communications on behalf of Oriflame.
- 11.3. By accessing the Site, you agree not to host, display, upload, modify, publish, transmit, store, update or share any information through the Site that-
 - i. belongs to another person and to which you do not have any right;
 - ii. is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
 - iii. is harmful to child;
 - iv. infringes any patent, trademark, copyright or other proprietary rights;
 - v. violates any law for the time being in force;
 - vi. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
 - vii. impersonates another person;
 - viii. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;

- ix. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- x. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

12. TRADEMARKS AND COPYRIGHT.

- 12.1. Oriflame, our logo and the names of the Products or the Product ranges produced, marketed, sold or distributed by us are trademarks of the Oriflame Group. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks or logos of their respective owners who may or may not be affiliated with, connected to, or sponsored by Oriflame. Any use and/or copying of any marks appearing on the Site require the prior explicit consent of their respective owner.
- 12.2. All content included in, or made available through the Site including, but not limited to software or digital code, scripts, text, artworks, photographs, graphics, logos, button icons, still or moving images, video and audio clips and data compilations (the “**Content**”) is the property of Oriflame, its Content suppliers or other respective owners who may or may not be affiliated with, connected to, or sponsored by Oriflame. Content not owned by us has been duly licensed to us by these owners and is protected from unauthorized use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties.
- 12.3. Unless expressly permitted in writing by us, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part any of the Content. Nothing contained in these Terms or on the Site should be construed as granting, by implication or otherwise, any license or right to use any Content in any manner without the prior written consent of us or of such third party that may own the Content or intellectual property displayed on the Site.
- 12.4. The Site is protected by copyright. Reproduction, copying, sale, resale or trade with the Site is strictly prohibited.
- 12.5. Any use of the Content other than as permitted in these Terms will constitute a breach of the Terms and may constitute copyright and/or design right and/or patent infringement. You agree not to use the Content for any unlawful purposes and not to breach our rights or the rights of others. You agree not to interfere (or permit the use of your registration by a third party to interfere) with the normal processes or use of the Site by other parties, including without limitation by attempting to access administrative areas of the Site.

13. TERMINATION; MODIFICATION.

- 13.1. We shall determine whether or not you are in compliance with these Terms at any time in our sole discretion. Any breach of the Terms may result in restrictions on your access to and use of all or part of the Site, and immediate termination of your registration as a VIP by communicating to you in writing
- 13.2. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver of your default by us shall be in writing and shall not amount to automatic waiver of any later defaults by you.
- 13.3. We reserve the right to modify or discontinue this Site, or any portion thereof without notice to you or any third party.

13.4. Your registration as a VIP Customer will expire after 24 months from the calendar month in which your last BP order was placed. Further, all new registrations will be immediately terminated if a BP (Bonus Points) order is not placed by the end of 2 calendar months after the calendar month in which you have registered with Oriflame. For the avoidance of doubt and as an example, your registration with Oriflame will be terminated if you register on July 01, 2020 and do not place a BP order in July, 2022 or August, 2022 or September, 2022. However, it is clarified that in such case prospectus can re-apply for registration with Oriflame.

14. ERRORS AND CORRECTIONS.

While we use reasonable efforts to include accurate and current information on the Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of Products and services, and shall have no liability for such errors. We may also make improvements and/ or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact our customer service team.

15. LINKS.

We may provide links to third party websites or resources. Our provision of such links is not an endorsement of any information, Product or service reached through such link. We are not responsible for the content or performance of any portion of the Internet including other websites to which the Site may be linked for or that can be accessed by the Site. You are requested to inform us of any errors or inappropriate material found on websites to which this Site is or may be linked.

16. COMPLAINT HANDLING AND DISPUTES.

Oriflame has robust system for handling any complaints for which Oriflame has constituted a Grievance Redressal Committee. All complaints related to Products may be directed to the Oriflame Customer Experience Center at contactcenter.india@oriflame.com or on our helpline 011-40409000 or 01166259000 or raised online on the claims portal as per the Guarantee of Excellence Claims Policy; for complaints related to the Code of Ethics please contact your Area Manager or Senior Area Manager. It is clarified that Oriflame has a redressal mechanism for handling complaints related to breach of the Terms, Rules and Code, handled by COE Committee headed by designated officers of Oriflame. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.

17. APPLICABLE LAW AND JURISDICTION.

If you are based in India, these Terms are governed by the laws of India and both we and you agree to submit any disputes arising out of these Terms including in relation to the sale of goods to the exclusive jurisdiction of the courts of New Delhi.

18. MISCELLANEOUS.

18.1. Oriflame is not responsible for blocking by administrators of mail servers transmitting the messages or notifications to your e-mail address or for removing or blocking of e-mails by software installed on your computer.

18.2. We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under these Terms.

18.3. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

- 18.4. Each contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.5. Each of the clauses in these Terms 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.
- 18.6. The failure of Oriflame to enforce any of the provisions herein shall not be deemed a waiver of their enforceability.
- 18.7. Oriflame reserves the right to update and amend these Terms. Any change or update will become effective from the moment of its publication on our Site
- 18.8. Any such changes will be considered accepted if you continue to order Products after the changes have been implemented.
- 18.9. Unless you opt otherwise we may send you alerts, notifications, e-mail, direct mail and generally communicate with you. However, we may send you electronic direct marketing only if you have given us your explicit consent. You can update your preferences for marketing communications from us at any time by logging into your user settings. By accepting these Terms you agree that Oriflame will send you any other information/ communications regarding your purchase orders on durable medium other than paper (i.e. via e-mail or any other means addressed personally to you that allow you to store the information in a way accessible for future reference for a long enough period and that also allows you the unchanged reproduction of such information).
- 18.10. The notice period for any notice given under these Terms shall start on the date that the notice is posted by registered post. If notice is given by any other means, the notice period shall start running on the day of receipt of the notice. This does not apply to informing us of returns under [clause 8] - the time period for returns runs from the date you inform us that you wish to return the Product.
- 18.11. As a customer you do not have any rights to participate in our trading scheme: our products are supplied to you strictly on a not for resale basis and you may not market or resell the products which you buy from us; you may not market our business opportunity or attempt to recruit others; and you may not earn any commissions or bonuses under our compensation plan.
- 18.12. CONTACT US - If you have any concerns about the Site or these Terms, please send us an e-mail ICC1@oriflame.com or ICC2@oriflame.com or call us on 011-40409000 & 011-66259000 .