

1. Purpose of this Agreement. This Independent Business Owner Application and Agreement ("Agreement") sets forth the conditions under which a person may participate as an ACN Independent Business Owner ("IBO") and obtain the right to promote and sell ACN Services and promote the ACN Opportunity. This Agreement is made up of the Application, these General Terms and Conditions, the Policies and Procedures, the Compensation Plan, the Privacy Policy and may in the future incorporate any supplementary documents provided to the IBO by ACN.
2. General Provisions
 - (a) IBOs are compensated and promoted based on the successful promotion and sale of ACN Services and ACN Products to Customers in accordance with these General Terms and Conditions and the Compensation Plan. Success as an IBO is based on the IBO's individual efforts and abilities and no earnings, profits or business success are promised or guaranteed. No compensation is earned for the promotion of the ACN Opportunity or the sponsorship of new IBOs.
 - (b) It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join the scheme. Do not be misled by claims that high earnings are easily achieved. The contract terms, services and products, trading schemes and compensation systems of direct marketing companies are not subject to prior review or approval by any government agency.
 - (c) The person submitting this Application and Agreement confirms that the IBO is authorized to enter into an Agreement with ACN and that the Individual or Primary Contact Person identified in the Application (1) is at least 18 years of age; (2) is a citizen or legal resident of the United Kingdom; and (3) has authority to work in the United Kingdom. Individuals and/or companies resident in British Overseas Territories are excluded from becoming Independent Business Owners.
 - (d) Your Activity under this Agreement shall be centered in the United Kingdom; however, You may be able to promote ACN Services and the ACN Opportunity in any country in which the ACN Group operates subject to these General Terms and Conditions and compliance with applicable laws and regulations in such countries.
 - (e) You have the right to withdraw from this Agreement and get your money back for 14 days in accordance with clause 12.
3. Definitions

Capitalized terms have the following meanings unless the context requires otherwise:

 - (a) "ACN", "We", or "Us" means ACN European Services Ltd, Companies House No. 03650246, with its registered office at 7 Albemarle Street, London W1S 4HQ or, if the context requires, another member of the ACN Group. "ACN Group" means all legal persons under common ownership with ACN European Services Ltd.
 - (b) "ACN Business Tools" means training and marketing materials produced by ACN or by an ACN Business Partner exclusively for ACN and available for purchase by Independent Business Owners from the ACN Business Tools website.
 - (c) "ACN Business Partner" is a person with whom the ACN Group contracts for the provision of ACN Services, ACN Business Tools or the ACN Opportunity. Independent Business Owners are not ACN Business Partners.
 - (d) "ACN Opportunity" means the business opportunity provided by ACN to promote and sell ACN Services and the ACN Opportunity.
 - (e) "ACN Services" mean services offered to Customers by the ACN Group, an Independent Business Owner or an ACN Business Partner.
 - (f) "Compensation Plan" means the current country-specific commissions and bonuses plan by which an Independent Business Owner is remunerated by ACN for successfully promoting or selling ACN Services and ACN Products.
 - (g) "Customer" means a person who purchases ACN Services from ACN or an Independent Business Owner.
 - (h) "Customer Contract" means an agreement between (1) a Customer and (2) ACN or an ACN Business Partner for the purchase of ACN Services. Agreements between an IBO and a Customer are not Customer Contracts for the purpose of this Agreement.
 - (i) "Distributorship", "Activity" or "Position" means your business activity as an IBO.
 - (j) "Downline" means an Independent Business Owner's sales organization and may include directly-sponsored Independent Business Owners and people sponsored by those Independent Business Owners.
 - (k) "Effective Date" means the date upon which an Independent Business Owner and ACN enter into this Agreement
 - (l) "Home Country" means the country in which a Distributorship is originally established.
 - (m) "IBO Starter Fee" means the required one-time payment which gives You (1) access to an Online Shop and continuous IBO Support and (2) access to the ACN International Opportunity.
 - (n) "Independent Business Owner" or "IBO" means an individual or business entity that enters into an Agreement with ACN for the promotion and sale of ACN Services and the ACN Opportunity. "You" refers to the IBO entering into this Agreement.
 - (o) "Intellectual Property" means all trademarks, service marks, trade names, logos, copyrighted materials, know-how, business documentation, operation methods, processes and systems and other proprietary rights owned by any member of the ACN Group.
 - (p) "Model Withdrawal Form" means a template form provided by ACN which can be used by IBOs to exercise their right of withdrawal under clause 12.1.
 - (q) "Term" means (1) the period starting on the Effective Date and expiring 12 months from the date the IBO paid the IBO Starter Fee (the "Initial Term") or (2) any 12-month renewal period ("Renewal Term").
 - (r) "UK DSA" means the Direct Selling Association of the United Kingdom.
4. IBO Status. An IBO is a self-employed independent contractor and is not an employee, partner, or legal representative of ACN. An IBO may select their own means, methods and manner of work and may choose the hours and locations of their activities, subject to the obligations of this Agreement. An IBO conducts business for their own account and is responsible for all expenses, debts, and liabilities incurred in the operation of the IBO's Distributorship. ACN shall not be responsible for paying or reimbursing any such costs. An IBO's compensation is based on the successful promotion and sale of ACN Services and ACN Products and not on the amount of time worked. An IBO may not take the following actions in the name of or on behalf of ACN: (a) incur obligations, debts, or liabilities; (b) sign any documents; (c) collect monies from Customers or IBOs or (d) take any actions that could impose any obligation vis-à-vis a third party. An IBO agrees that the activities conducted by it under this Agreement are not intended as the IBO's main source of income and shall in no event be considered the IBO's primary activity. An IBO joins ACN and can promote and sell ACN Services. IBOs can also promote the ACN Opportunity and directly sponsor IBOs in any country in which the ACN Group operates provided that they comply with local laws, regulations and DSA codes.
 5. Financial Obligations of IBOs; Limit on Purchases in the First 7 Days

An IBO's only financial obligation to ACN during the Initial Term is the payment of the IBO Starter Fee. With the IBO Starter Fee You will receive:

 - access to your own personalized Online Shop and continuous IBO Support which You can make use of by contacting IBO Services;
 - access to the ACN International Opportunity as You will be able to promote and sell ACN Services and promote the ACN Opportunity in any country in which the ACN Group operates;

An IBO's only financial obligation during a Renewal Term is the payment of the renewal fee of GBP 199 ("Renewal Fee").

An IBO is not required to purchase ACN Services, ACN products or ACN Business Tools. If an IBO purchases ACN Services or ACN products, the IBO is subject to the terms and conditions of the applicable Customer Contract, provided that, if the IBO fails to pay for ACN Services or ACN products, ACN may, in addition to any remedies in the Customer Contract, (a) offset amounts owed from any remuneration due to the IBO under this Agreement; (b) impose reasonable penalties and statutory interest; and (c) initiate a compliance investigation under clause 21.

Under UK law, a new IBO may not pay or agree to pay ACN more than GBP 200 (including the mandatory IBO Starter Fee) for 7 days after the date You submit Your Application to ACN. If You attempt to purchase ACN products or ACN Services and your total purchase exceeds GBP 200, your order will not be processed. ACN will contact You at the end of the 7 days to confirm whether You want to continue with your order. If You decide to place an order after the 7-day period, ACN will use the payment method that You provided with your Application to process your order.
 6. Use of Intellectual Property. The ACN Group is the owner of all Intellectual Property. By this Agreement ACN gives IBOs a non-exclusive license to use the Intellectual Property for the purpose of promoting and selling ACN Services and the ACN Opportunity, as further specified in this Agreement and the Policies and Procedures. This Agreement does not convey any other rights to the Intellectual Property. IBOs may not alter the Intellectual Property or any materials containing it without ACN's prior written approval. Unauthorized use of the Intellectual Property is a violation of this Agreement and may be unlawful. The right of use granted by this clause 6 may be terminated by ACN at any time without notice and shall end upon termination of this Agreement. Use of Marketing and Training Materials. IBOs may only use printed and electronic materials that are produced or approved by ACN to promote or sell ACN Services, ACN Products and the ACN Opportunity and to train other IBOs. IBOs may not make a profit from the sale or resale of marketing or training materials, whether produced by ACN or the IBO, but IBOs may charge for such materials in an amount intended solely to recover the IBO's direct costs.
 9. Ethics and Compliance with Law. The promotion and sale of ACN Services and the ACN Opportunity is subject to governmental regulation by local, national, and European governmental authorities. IBOs shall adhere to all applicable laws and regulations when promoting ACN Services and the ACN Opportunity. This obligation includes, but is not limited to:
 - Without limiting the generality of the foregoing, IBOs shall:
 - identify themselves as an ACN Independent Business Owner to prospective Customers and IBOs and inform them that ACN is a member of the DSA;
 - provide full, truthful, and clear information about ACN and the terms, conditions, and prices of ACN Services, and the ACN Opportunity and about ACN's after-sales service;
 - not use misleading, deceptive, or unfair sales practices or make false, misleading, or exaggerated claims about, ACN Services or the ACN Opportunity. The IBO must not use misleading, deceptive or unfair recruiting methods.
 - present the ACN Opportunity as nothing less than an equal opportunity regardless of ethnic background, sexuality, gender, nationality or religious or political beliefs;
 - not promote, discuss or offer ACN Product, ACN Services, the ACN Opportunity or ACN, its staff and IBOs in general together with any religious, spiritual or political organizations or individuals which implies any business or social associations between ACN and the organization or individual;
 - only make such claims about ACN Services, and the ACN Opportunity as are contained in official ACN materials or otherwise authorized by ACN;
 - advise potential Customers and IBOs of their right to withdraw from a Customer Contract or an Independent Business Owner Application and Agreement;
 - provide Customers and new IBOs with access to and copies of any required documents, including the Customer Contract or the Independent Business Owner Application and Agreement, the terms and conditions, the prices, and an invoice; and
 - provide heightened protection to vulnerable persons.

When promoting and selling ACN Services, IBOs shall ensure that prospective Customers have the opportunity to review the terms and conditions and price lists for the ACN Services that they intend to purchase prior to submitting an order. For a Customer who does not purchase ACN Services online from ACN, IBOs shall provide the following documents and information to the Customer at the time of purchase: (1) a written copy of the Customer Contract (including the terms and conditions, and the prices); (2) an invoice; and (3) the Model Withdrawal Form and instructions. Upon request IBOs shall provide a copy of the DSA Code of Practice for Consumers to Customers. Copies of these documents are available in the IBO Back Office.

When promoting the ACN Opportunity, IBOs shall ensure that prospective IBOs have the opportunity to review these General Terms and Conditions, the Policies and Procedures, and the Compensation Plan prior to submitting an Application. IBOs shall inform prospective IBOs that success as an IBO depends on the successful promotion and sale of ACN Services to Customers. IBOs shall not make any representation, promise or guarantee that prospective IBOs may or will obtain any specific earnings, profits, or business success or that such earnings, profits, or business success are easily achievable.

An IBO's failure to adhere to the provisions of this clause 8 will subject the IBO to compliance action under clause 21. An IBO shall indemnify ACN pursuant to clause 17 if ACN incurs any financial or other liability as a result of the IBO's non-compliance with this clause 8.
10. Compensation. IBOs are compensated and promoted to higher positions in accordance with the then-current Compensation Plan and based on the successful sale of ACN Services and ACN Products by IBOs and the IBOs' Downline. An IBO understands and acknowledges that success as an IBO is determined by the IBO's own efforts and abilities and that an IBO is not guaranteed any specific earnings, profits, or business success. An IBO confirms that neither ACN nor another IBO has promised or guaranteed specific earnings, profits, or business success. NO COMPENSATION IS EARNED FOR THE PROMOTION OF THE ACN OPPORTUNITY OR THE RECRUITMENT OR SPONSORING OF NEW IBOs. An IBO expressly agrees that the Compensation Plan may be modified by ACN without prior notice (without affecting the IBO's financial obligations) and that any such change does not give rise to a claim for damages by the IBO against ACN. The IBO's continuation of Activity pursuant to this Agreement following a change to the Compensation Plan shall be deemed acceptance of such change. An IBO acknowledges that the IBO must have an active Distributorship at the time compensation is paid in order to receive payment. An IBO confirms that the provisions of this clause 10 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement. Amounts earned by IBOs for retail sales of ACN products by IBOs to Customers do not form part of the Compensation Plan.
 11. Invoices and Payment of Compensation. An IBO and ACN agree to use self-billing for the services rendered by the IBO to ACN. The IBO authorizes ACN to prepare and issue invoices ("Invoices") in the name and for the account of the IBO. Invoices will be prepared and issued electronically by ACN following the end of the relevant reporting period. ACN shall notify the IBO by email that an Invoice is available. If the IBO does not object to an Invoice within 3 days of the issue date, the Invoice will be deemed accepted by the IBO and sent back to ACN for payment. The parties agree that this delivery method constitutes acceptance of the Invoice. ACN shall issue sequentially numbered invoices using a number block assigned to the IBO. The IBO acknowledges that a fee will be applied for processing payments to the IBO. ACN shall provide You with an adequate record of all goods and services supplied to You by ACN in respect of which payment is due from You, which record may take the form of an itemized order form, invoice or receipt, and shall provide full and accurate financial details of all transactions and how deductions are calculated. ACN shall use reasonable measures to ensure the authenticity of origin and integrity of content of Invoices, including (a) limiting access to Invoices to authorized ACN personnel; (b) requiring IBOs to use a unique user ID and password to access Invoices; and (c) employing other technical means to prevent unauthorized access to or alteration or deletion of Invoices. IBOs shall not modify or delete any Invoice and shall prevent unauthorized access to Invoices using an IBO's login details. An IBO shall promptly inform ACN of any change to their name, address, VAT registration, or other details that may affect the issuance of Invoices. If an IBO is or becomes registered as a VAT payer and fails to inform ACN of such registration, ACN shall have no financial or other responsibility with respect to previously issued invoices and no obligation to re-issue Invoices.
 12. Ending this Agreement
 - 12.1. Cancellation During the Withdrawal Period

You may cancel this Agreement within 14 days of the Effective Date ("Withdrawal Period") without giving a reason, and You may require ACN to repay to You within 14 days any monies which you have paid to or for the benefit of ACN or any of its other IBOs in connection with your participation in this trading scheme or in accordance with the provisions of this trading scheme. To exercise your cancellation right, You must send a completed Model Withdrawal Form or otherwise notify your cancellation to ACN before the end of the Withdrawal Period. If You have activated Your Business Assistant, your subscription will automatically be terminated with the withdrawal from this Agreement. If You purchased ACN products, ACN Services or ACN Business Tools, You may separately revoke such purchases (ie: without terminating this Agreement) within 14 days of delivery to You without giving a reason and provided that the products have not been used or opened and are in a resalable condition as required by the applicable terms and conditions for such purchases.
 - 12.2. Termination Following the Withdrawal Period

After the expiration of the Withdrawal Period, an IBO may terminate this Agreement upon 14 days' written notice to ACN. If You purchased ACN Services, ACN products or ACN Business Tools. In that event You may return such purchases in accordance with clause 13.2.
 - 12.3. Termination of this Agreement by ACN

ACN may terminate this Agreement at any time in writing upon 14 days' notice to an IBO or immediately if an IBO breaches this Agreement or the Policies and Procedures. In that event You may return purchases in accordance with clause 13.2.
 - 12.4. Exclusions. This clause 12 does not apply to ACN Services or ACN products purchased by an IBO as a Customer. An IBO's rights with respect to those purchases are governed by the terms and conditions applicable to such purchases.
 13. Returns and Refunds Policy
 - 13.1. Returns and Refunds During the Withdrawal Period

If you exercise your cancellation right under clause 12.1 then:

- A. (i) You may require ACN to repay to You within 14 days any monies which You have paid to or for the benefit of ACN or any of its other IBOs in connection with your participation in this trading scheme or in accordance with the provisions of this trading scheme;
- (ii) You may return to ACN's address referred to in this Agreement, above any unsold goods (including any business kit and any other promotional or training materials) which You have purchased under the trading scheme within 21 days of the date of cancellation and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
- (iii) You may cancel any services which You have ordered under the trading scheme within such 14 day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to You.
- B. In order to recover any monies paid in accordance with A(i) or (iii) above You must give notice to ACN requesting the repayment of such monies (and if applicable, returning the starter kit and any other promotional or training materials purchased by You) to ACN's address referred to in A. above within 21 days of the date of cancellation and ACN shall repay such monies as You may be legally entitled to recover within a reasonable period of time after the date of receipt of such notice.
- C. In order to recover monies paid for goods under A(ii) above, You must deliver the goods to ACN within 21 days of the date of cancellation to the address referred to in A. above. You shall bear the cost of such delivery. The monies paid in respect of those goods is payable to You on delivery of the goods, or forthwith if the goods have not yet been delivered to You.
- ### 13.2. Returns and Refunds after the Withdrawal Period
- A. If you give notice to terminate this Agreement more than 14 days after you entered into the Agreement, You may return to ACN any goods (including training and promotional materials, business manuals and kits) which You have purchased under the scheme within 90 days prior to such termination and which remain unsold and ACN will pay You the price (inclusive of VAT) which You paid for the goods less, where the condition of any such goods has deteriorated due to an act or default on your part, an amount equal to the diminution in their value resulting from such deterioration and a reasonable handling charge (which may include the cost of repackaging returned goods for resale). You shall bear the cost of such delivery.
- B. ACN may terminate this Agreement at any time by giving written notice to You. If ACN terminates this Agreement You may return to ACN any goods which You have purchased under the scheme within 90 days prior to such termination and which remain unsold for a full refund of the price (inclusive of VAT) which You paid for them together with any costs incurred by You for returning the goods to ACN.
- C. If either party terminates this Agreement You may return to ACN any goods (including training and promotional materials, business manuals and kits) which You have purchased under the scheme more than 90 days but within one year prior to such termination and which remain unsold for 90% of the price (inclusive of VAT) which was paid for them, less an amount equal to:
- (i) any commissions, bonuses or other benefits (in cash or in kind) received by You in respect of those goods;
 - (ii) any amount due from You to ACN on any account; and
 - (iii) a handling charge equal to 10% of the purchase price of the returned ACN products, and provided that: (a) such goods have not been purchased or acquired by You in breach of this Agreement; (b) You returns such goods to ACN in an unused, commercially re-salable condition not more than 14 days after the date of termination; and (c) ACN did not clearly inform You prior to the purchase that the goods were seasonal, discontinued or special promotion products which were not to be subject to the buy-back provisions of this sub-clause.
- D. In the event of the termination of this Agreement, in order to recover monies paid for goods You must deliver the goods to ACN within 21 days of such termination to ACN's UK address. ACN will bear the cost of such delivery. The purchase price is payable to You on delivery of the goods, or forthwith if the goods are already held by ACN.
- If You exercise your right under the preceding paragraph, ACN will refund any amounts paid by You for the ACN Products (including VAT and the outbound shipping costs) in accordance with clause 13.5.
- ### 13.3 Returns and Refunds After Termination by ACN.
- ACN will at any time during the Term of this Agreement at your written request re-purchase any product which You purchased from ACN in accordance with the scheme at any time within one year of the date of such request and which you return to ACN such re-purchase to be subject to and upon the terms of clause 13.2 C and D (and for which purpose the date of your written request under this clause shall be treated as the date of termination referred to in clause 13.2 D).
- ### 13.4 Issuance of Refunds.
- Any refund issued under clauses 13.1 to 3 will be paid within 14 days from:
- the date the withdrawal or termination notice is received by ACN; or
 - if you are returning ACN Products, from the date the ACN Products have been received by ACN.
- You forfeit your right to a refund if You do not return the ACN Products to ACN within 21 days from the date of withdrawal or termination. Refunds will be issued using the same means of payment You have used to pay ACN, unless we agree otherwise.
- ### 13.5 Exclusions.
- This clause 13 does not apply to ACN products purchased by an IBO as a Customer. An IBO's rights with respect to those purchases are governed by the terms and conditions applicable to such purchases.
- ### 14. Contractual Liabilities Following Termination.
- Upon termination of this Agreement, an IBO shall be released from all obligations under this Agreement except for (a) liabilities relating to payments made to the IBO; (b) amounts owed by the IBO for ACN products, ACN Services, or ACN Business Tools that are not eligible for refund under clause 12; (c) the provisions of clauses 8-9, 16-18, and this clause 14. An IBO may not challenge the amount or validity of any settlement agreement or payment arising from this Agreement following termination.
- ### 15. Renewal.
- At the end of a Term, an IBO may request renewal of the Distributorship by completing the renewal procedure and paying the Renewal Fee. Renewal shall constitute a new Agreement between the IBO and ACN under the terms and conditions, Policies and Procedures and Compensation Plan applicable to IBOs at the time the renewal is completed. If an IBO does not renew, the Agreement shall terminate at the end of the Term (subject to any applicable grace period) and the IBO shall forfeit all rights under this Agreement, including the right to receive future compensation. ACN may reject a request for renewal in its sole discretion.
- ### 16. Limitation of Liability.
- ACN shall be liable only for direct damages suffered by IBOs in the event of willful or grossly negligent conduct by ACN. ACN shall not be liable for any other direct or for any indirect damages or losses suffered by IBOs or any other person, including lost profits, resulting from any other act, error, or omission of ACN or an ACN Business Partner. An IBO confirms that the liability limitations of this clause 16 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement. For the avoidance of doubt, an IBO expressly agrees that it shall have no claim against ACN or any ACN Business Partner for (a) discontinuance or modification of any ACN Service or ACN products; (b) modifications to the terms and conditions of the ACN Opportunity, this Agreement, or the Compensation Plan; (c) the refusal or inability by ACN or an ACN Business Partner to provide ACN Services to a Customer; (d) termination of the relationship between a Customer and ACN or an ACN Business Partner; (e) removal of a Customer from the account of an IBO or a member of the IBO's Downline as a result of compliance or disciplinary proceedings; or (f) changes to an IBO's remuneration or position in the Compensation Plan as a result of compliance or disciplinary actions against the IBO or a member of the IBO's Downline.
- ### 17. Indemnification.
- An IBO shall indemnify and hold harmless ACN and ACN Business Partners from all liabilities, damages, losses, or claims arising from the IBO's acts or omissions in violation of this Agreement. ACN may recover any such liabilities or costs by offsetting such amount from compensation due to the IBO or any available legal means.
- ### 18. Loyalty.
- During the Term of this Agreement and for 90 days following termination, an IBO shall not, directly or indirectly:
- solicit, encourage, or entice another ACN IBO, whether active or inactive, to participate in a direct selling scheme offered by another company, whether or not the products and services offered by such company are similar to ACN Services;
 - take any action to transfer a Customer to a provider of comparable services or products, or to induce a Customer to transfer, whether or not the IBO has promoted ACN Services to the Customer; or
 - solicit or enter into an employment, marketing, or other contractual relationship with an ACN Business Partner.
- An IBO confirms that the provisions of this clause 18 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement. Violation of this clause 18 may result in (a) compliance action under clause 21; (b) the suspension or termination of this Agreement by ACN for breach; (c) forfeiture of the IBO's rights under this Agreement; and (d) legal or other action by ACN against the IBO.
- ### 19. Confidentiality.
- An IBO shall not reveal to any other person any confidential information or Intellectual Property of ACN that may come into the IBO's knowledge, including information on the IBO's Downline and any Customers of ACN. An IBO shall not use confidential information in a manner that may damage ACN.
- ### 20. Personal Data
- ### 20.1. Collection and Processing of IBO Personal Data.
- ACN collects, maintains, and processes information, including personal data, from IBOs within the scope of the General Data Protection Regulation (the "GDPR"), as amended, and in accordance with the Privacy Policy, by electronic and non-electronic means. Personal data is used by ACN for (a) the discharge of its duties under this Agreement; (b) calculation and payment of compensation to IBOs; (c) provision of services and products to IBOs; (d) communications to IBOs including marketing opportunities related to ACN Services and ACN products; (e) fulfilment of legal, financial, accounting, and administrative functions; and (f) protection of ACN's legal and contractual rights. IBOs' personal data may be transferred to (a) other members of the ACN Group; (b) employees, external consultants, and advisors of the ACN Group; (c) other IBOs; (d) ACN Business Partners; and (e) other recipients permitted by law. Some recipients of IBOs' personal data may be located in countries outside the European Union, including the United States, which are deemed not to provide equivalent data protection. The GDPR requires that ACN provides appropriate safeguards to transfer personal data to countries that do not ensure an adequate level of protection. In order to meet this obligation, ACN entered into standard contractual clauses with recipients of personal data in such non-adequate countries. The collection of IBOs' personal data for the above purposes is essential for the discharge of ACN's obligations under this Agreement and the conduct of ACN's business. Failure by IBOs to provide requested data or the withholding or withdrawal by IBOs of their consent to use such data may result in rejection of the Application or termination of the Agreement.
- ### 20.2. Processing of Personal Data by ACN.
- ACN agrees (a) to process personal data fairly and lawfully; (b) to take reasonable measures to ensure that personal data are complete and accurate; (c) not to use personal data for any unlawful purpose; (d) to collect only personal data necessary for the purposes set forth in clause 20.1; and (e) to take appropriate measures to secure personal data against access by or disclosure to unauthorized persons. An IBO may exercise their rights under the GDPR to access to and correct or delete personal data in accordance with the GDPR and ACN's procedures by contacting ACN IBO Services in writing at uk_helpdesk@acneuro.com or its registered address.
- ### 20.3. Use of Personal Data for Marketing Communications and Research.
- With an IBO's express consent and in accordance with the Privacy Policy, ACN may use the IBO's personal data for the purpose of sending commercial and marketing communications to the IBO and for scientific and market research and opinion polls. The IBO's personal data may be transferred to third parties, including other members of the ACN Group, other IBOs, and ACN Business Partners for these purposes. An IBO may withhold or withdraw their consent for ACN to use IBO's personal data for these purposes at any time.
- ### 20.4. IBOs Handling Customer and IBO Data.
- IBOs may have access to personal data of Customers and other IBOs. IBOs shall treat such personal data as confidential information under clause 19 and shall handle such personal data in compliance with the GDPR and this Agreement. IBOs shall provide prospective Customers and IBOs with any privacy information or documentation required by ACN or ACN Business Partners.
- ### 21. Violations of this Agreement by IBOs.
- Violations of this Agreement by IBOs, including violations of the Policies and Procedures or attempts to take improper advantage of the Compensation Plan, shall be considered a breach of this Agreement and may subject IBOs to legal action and compliance proceedings under the processes set forth in the Policies and Procedures. Disciplinary action for demonstrated violations is at the sole discretion of ACN. An IBO agrees that all compliance proceedings and appeals therefrom will be handled exclusively in accordance with the processes set forth in the Policies and Procedures, and the IBO waives their right to seek relief from the courts or any other adjudicative body. An IBO agrees that their Distributorship may be suspended while a compliance investigation is ongoing.
- ### 22. Entire Agreement.
- This Agreement comprises the entire agreement between the IBO and ACN. Prior communications, representations, arrangements, express or implied warranties and conditions made by any person concerning this Agreement, whether written or oral, are expressly excluded and are unenforceable.
- ### 23. Modification.
- This Agreement may be modified by ACN at any time and without prior notice. Any communication by ACN or ACN Business Partners to IBOs regarding such changes shall be deemed effective notice, including but not limited to information posted in the IBO Back Office. By continuing to promote ACN Services, ACN Products, or the ACN Opportunity after notice, an IBO shall be deemed to have consented to the modification of the Agreement. An IBO confirms that the provisions of this clause 23 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement.
- ### 24. Notices.
- Except as provided in clause 23, any notice under this Agreement shall be in writing and sent by post, facsimile, or electronic mail to the address or telephone number designated by the non-notifying party. Any notice period shall commence on the day notice is sent.
- ### 25. Assignment.
- This Agreement is binding upon and inures to the benefit of the heirs, successors, and assignees of ACN and an IBO. ACN may assign this Agreement to another member of the ACN Group at any time. An IBO may not assign or transfer the rights or obligations of this Agreement or the IBO position without the prior written consent of ACN.
- ### 26. Severability.
- If any provision of the Agreement is determined to be invalid or unenforceable, in part or in whole, the remaining provisions shall not be affected.
- ### 27. Media Contacts.
- IBOs shall not communicate with any print, radio, television, Internet, or other media outlet on behalf of ACN or any ACN Business Partner without the prior written approval of ACN. Media inquiries regarding ACN shall be referred to ACN.
- ### 28. Waiver.
- The failure of ACN or IBOs to require performance of this Agreement shall not affect the right of the waiving party to require the other party to desist from or remedy any breach of this Agreement and shall not be construed as a waiver by the party of a claim for enforcement of the Agreement or damages for any continuing or future breach.
- ### 29. Choice of Law and Venue.
- This Agreement is subject to the laws of England and Wales. Disputes arising under or related to this Agreement or in relation to other agreements between ACN and an IBO shall be resolved exclusively by the courts of England and Wales.
- ### TRANSITIONAL NOTICE
- ACN will cease to sell or promote the sale of products under this trading scheme with effect from 31 December 2018. IBOs who purchase products from ACN prior to that date may resell those products after that date but any such sales will not constitute sales made under this trading scheme and no commissions, bonuses or other compensation will be paid in respect of any such sales whether made by the IBO or by a person in the IBO's sales team.