

DECLARATION OF MEMBERSHIP

This Declaration of Membership is submitted to:

SativaLife.eu Sp. z o.o., with its registered office in Kraków, ul. Jabłonna 9, 31-231 Kraków, entered in the Register of Entrepreneurs held by District Court for Kraków – Śródmieście in Kraków, 11th Commercial Department of the National Court Register, as number KRS 0000898591, VAT number (NIP) 9452244567, REGON 388835994, hereinafter referred to as "SATIVA"

by:

<input type="text"/>		<input type="text"/>	<input type="text"/>
		Country/symbol	Member No.
<input type="text"/>			
Full name of the Member or Company name (for Entrepreneurs)			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of birth		VAT number (NIP)	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
e-mail address	Country code	Mobile phone number	Zip code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
City	Street	House No.	Apartment No.
<input type="text"/>	<input type="text"/>		
Passport series and number (for foreigners)	Citizenship (for foreigners)		

Correspondence address if different than the residential or business address / registered office

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
City	Street	House No.	Apartment No.
<input type="text"/>	<input type="text"/>		

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Country/symbol	Number of the RECOMMENDING person or company*	Country/symbol	Number of the PRESENTING person or company*
<input type="text"/>		<input type="text"/>	
Full name or Company name of the RECOMMENDING PARTY		Full name or Company name of the PRESENTING PARTY	

* Recommending Party is a person who told you about the products or opportunities of the MLM SATIVA system, you will be directly in this person's team. If you do not define the recommending party, it will be allocated to you in the system.

** Presenting Party is a person who presented all the opportunities of MLM SATIVA system. This can be any person related to SATIVA.

hereinafter referred to as the "Member",
as follows:

§ 1.

1. I hereby submit my Declaration of Membership in the MLM (direct marketing) system managed by SATIVA and involving product sales by SATIVA under its commercial brands (“Products”).
2. By submitting the Declaration of Membership, the Member does not become an employee, contractor, service contractor, or representative of SATIVA. By submitting the Declaration of Membership, no agency agreement or franchise agreement are entered into.
3. Members have no right to act on behalf of SATIVA, to represent it or to enter into agreements, enter into commitments, or provide guarantees on behalf of and with effects for SATIVA.
4. Members shall be exclusively and solely liable for fulfilling all legal obligations, in particular including income tax, VAT tax, social security or health insurance if the scope or nature of their activities result in such obligations.

§ 2.

1. Declaration of Membership shall not require a written form to be valid. It can be submitted to SATIVA via registration system at SATIVA website: www.sativalife.eu by Members who have read and accept the terms of Declaration of Membership and get acquainted with attachments to the Declaration of Membership, as referred to in section 2 below, and accept them.
2. Before submitting a Declaration of Membership, Members must get acquainted with Membership Regulations with attachments, Online Store Regulations, Privacy Policy, and Ethical Code, as available at SATIVA website: www.sativalife.eu, which constitute attachments to the Declaration of Membership. Participants submit statements about having read such documents, and about accepting the terms thereof.
3. Declarations of Membership shall be accepted by SATIVA if:
 - a) they contain complete and accurate data,
 - b) necessary consents have been granted, including consent for data processing,
 - c) submission of a Declaration of Membership is not in violation of Membership Regulations, in particular: Sections I.2.2, I.2.3, I.3.3, I.3.4, I.4.3, II.1.2, and II.1.3 of Membership Regulations,
 - d) Together with submitting their Declaration of Membership, Members shall purchase Products in the SATIVA online store with the value of at least **20** (twenty) **Points**. Failure to make the payment for the order within **10** (ten) **days** shall result in its automatic cancellation and cancellation of your registration (account deletion).
4. With respect to meeting the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – GDPR), the Members declare they have been informed about rules of data processing and the related rights of data subjects. Information about data processing is contained in the Privacy Policy attached to this Declaration of Membership.
5. Members agree to processing of their personal data and the data necessary to participate in the MLM SATIVA structure, as well as any settlements, by the following entity: SativaLife.eu sp. z o.o., ul. Jabłonna 9, 31-231 Kraków. Personal data shall be saved in the Members database created within the organisation of MLM Product sales network for the purposes related to the performance of the terms of the Declaration of Membership and attachments thereto. SATIVA may record such information manually and electronically.
6. No consent to data processing shall be equivalent to non-acceptance of the Declaration of Membership by SATIVA.
7. Considering the nature of the MLM system, formation of the structure, Members agree to disclosure by SATIVA of one’s personal data on SATIVA website: www.sativalife.eu, available to other members of the MLM SATIVA system.
8. Considering the nature of the MLM system, Members agree to publication of their personal data on SATIVA website: www.sativalife.eu, as well as in publications by SATIVA.

9. Members agree to processing of their personal data by SATIVA for SATIVA marketing purposes, and to receiving of commercial information at the provided e-mail address or phone number, namely, to receiving advertising and notifications related to marketing of products and services branded as SATIVA in trading.

§ 3.

1. After successful completion of the registration process, Members have an account generated in the SATIVA online store. With respect to membership in the MLM SATIVA system, Members shall have the right to collect Points and the right to purchase Products with a discount. The online store is available at the address: www.sativalife.eu.
2. Members shall have the right to purchase the Products exclusively for own needs or the needs of its closest family members.
3. Members shall have no commitments to SATIVA, and there is no obligation to provide any services to SATIVA. Members have no obligation or right to sell the Products. In particular, Members shall not have the right or obligation to sell Products at auctions or web portals such as OLX, Allegro, and similar, in retail or wholesale.
4. Agreement on Product sale concluded by a Member with SATIVA shall constitute a relation of liability separate from this Declaration of Membership.
5. Members shall acquire the right to discount on Product prices on the terms stipulated in the Membership Regulations, as attached to this Declaration of Membership.
6. Members shall have the option of recommending and introducing other persons to the MLM SATIVA system.
7. Members shall have no right to use the name SATIVA or other commercial names and trademarks of SATIVA, except for cases where the use thereof has been approved by SATIVA prior to such use in writing or electronically, as otherwise such approval shall be null and void.

§ 4.

1. Members acknowledge that any of their statements regarding SATIVA, in particular with respect to Products or the MLM system, must be accurate and conforming to information published by SATIVA, in particular including: Membership Regulations, Online Store Regulations, Privacy Policy, and Ethical Code.
2. Any notifications or communication between SATIVA and the Member shall occur via e-mail, individual panel available after logging into website www.sativalife.eu, or traditional registered mail. Correspondence sent at the e-mail account or via individual panel available after logging into website www.sativalife.eu shall be deemed delivered on the date of sending.

§ 5.

1. Due to Member's submission of the Declaration of Membership via the registration system at SATIVA website: www.sativalife.eu, a Member may cancel this Agreement within the period of 14 (fourteen) days from submitting the Declaration of Membership. Cancellation statement can be submitted on the Cancellation Form, template of which has been sent to the Member at the Member's e-mail address provided during the registration. With respect to cancellation, Member shall have the right to resign from all orders placed during such 14 (fourteen) days, and to receive full reimbursement of the amounts paid for such orders.
2. Members can terminate the Agreement under a one month's notice period.
3. SATIVA may terminate the Agreement in the following cases:
 - a) provision of inaccurate or incomplete data by the Member – with immediate effect;
 - b) absence or withdrawal of the requested consents from the Member: on personal data processing and acceptance of Membership Regulations, Online Store Regulations, Privacy Policy, and Ethical Code – with immediate effect;
 - c) absence or withdrawal of the requested consents from the Member or Member's heir: on personal data processing and acceptance of Membership Regulations, Online Store Regulations, Privacy Policy, and Ethical Code – with immediate effect;
 - d) violation of Membership Regulations, Online Store Regulations, Privacy Policy, and Ethical Code, despite prior call to abstain from such actions – with immediate effect.

4. The Agreement shall expire after 6 (six) months from the Member's last purchase of the Products with minimum total value of **20** (twenty) **points**.
5. After termination or expiry of the Agreement, the Member shall lose the rights under the submitted Declaration of Membership and any actions of the Member.
6. Termination or expiry of the Agreement shall result in a waiting period of 6 (six) months before the Member can resubmit a Declaration of Membership.

§ 6.

1. Member's submission of a Declaration of Membership to SATIVA shall not result in a partnership being established between the Member and SATIVA and other members, or between the Member and SATIVA, or in a joint venture agreement or the like.
2. Any amendments or supplementations hereof shall be made by the Parties in writing or electronically, as otherwise they shall be null and void.
3. Any disputes shall be resolved by a competent general court.
4. This Declaration of Membership has been made in 2 (two) identical counterparts, one for each Party, and shall be sent at the Member's e-mail address together with attachments (namely Membership Regulations, Online Store Regulations, Privacy Policy, and Ethical Code), as well as a cancellation form, at the address provided by the Member during the registration.