

TERMS AND CONDITIONS OF PARTICIPATION SATIVA

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SECTION I PARTICIPATION

1. DECLARATION OF PARTICIPATION AND CONTRACT

1. Any natural person who has reached the age of majority (18 years of age) or a commercial company can become a Participant.
2. The conclusion of contract between SATIVA and the Participant takes place in electronic form by submitting the Declaration of Participation via the registration system on the SATIVA website: www.sativalife.eu and its acceptance by SATIVA. The Participant receives a message to the email address provided during registration with the Declaration of Participation form and its attachments, constituting a uniform template for each Participant.
3. When registering in the SATIVA IT system, it is necessary for the Participant to read and accept the following documents: Declaration of Participation, Terms and Conditions of Participation, Privacy Policy, Terms and Conditions of the Online Store and the Code of Ethics.
4. Submission of Declaration of Participation is associated with the Participant's first order for Products with a total value of at least **20 (twenty) points (PTS)**. Payment for the first order can be made only in electronic form via the PayU payment processor, as a bank transfer, payment by payment card, credit card or BLIK. Failure to pay for the order within **10 (ten) days** will automatically cancel it and delete the registration (deletion of the account).
5. The Parties shall inform each other of any changes, in particular changes to the address of residence, correspondence address intended for the correct completion of the order and any other changes to the data affecting the functioning in the MLM network and the handling of the Participant's account in the SATIVA IT system.
6. The contract is concluded for an indefinite period with the possibility of terminating it:
 - a. by the Participant – with a notice period of 1 (one) month,
 - b. by SATIVA – in the following cases:
 - provision of false or incomplete data by the Participant – with immediate effect,
 - lack of consent or withdrawal of the required consents by the Participant: to the processing of personal data and acceptance of the Terms & Conditions of Participation, Terms & Conditions of the Online Store, Privacy Policy, Code of Ethics – with immediate effect,
 - lack of consent or withdrawal of the required consents by the buyer or Participant's successor: to the processing of personal data and acceptance of the Terms & Conditions of

Participation, Terms & Conditions of the Online Store, Privacy Policy, Code of Ethics – with immediate effect,

– violation of Terms & Conditions of Participation, Terms & Conditions of the Online Store, Privacy Policy, or the Code of Ethics, despite a prior call to stop such action – with immediate effect.

7. The Participant may withdraw from the Contract within 14 (fourteen) days of submitting the Declaration of Participation. The declaration of withdrawal may be submitted on the withdrawal form, the template of which has been sent to the Participant's email address provided during registration. In connection with the withdrawal from the Contract, the Participant has the right to cancel all orders placed within these 14 (fourteen) days and receive a full refund of the amounts paid for these orders.
8. The Contract will expire six (6) months after the Participant's last purchase of Products with a minimum total value of 30 (thirty) points.
9. After the termination or expiry of the Contract, the Participant loses the rights resulting from the submitted Declaration of Participation and any possible actions of the Participant, including any Points accrued on the Participant Account.
10. The termination or expiry of the Contract results in a grace period of 6 (six) months before a possible resubmission of the Declaration of Participation.

2. PARTICIPANT ACCOUNT, ACCOUNT SHARES

1. After submitting the Declaration of Participation, a Participant Account will be created for the Participant. Each Participant may have only one Participant Account or shares in only one Participant Account – both directly and indirectly (through another entity of which they are a member).
2. The Participant's data is verified during registration in the SATIVA IT system by checking the following data: account name (nickname), date of birth, mobile phone and email address. If the system shows that the data is already registered or in the case described in clause I.3.4 below, registration of the Participant will not be possible.
3. A Participant who is not a natural person shall indicate the manager or managers of the Participant Account. Managers may be shareholders, proxies, board members, employees reported in the registration process or persons added later, verified by the system on the basis of: date of birth, email address, phone number and account name. Such persons may not have any shares in any other Participant Accounts – neither directly nor indirectly (through another entity of which they are a member).
4. Participants, managers of the Participant Accounts, shareholders, partners or other members of such entities shall read and accept the provisions of the following documents: Declaration of Participation, Terms and Conditions of Participation, Privacy Policy, Terms and Conditions of the Online Store and the Code of Ethics. Any violations caused by one of the above-mentioned persons shall have effect on the Participant Account as a whole.

3. IDENTIFICATION NUMBER AND "NICK"

1. During registration, the system gives the Participant a unique registration number, which will be used for internal identification of the Participant by SATIVA.
2. The Participant enters a unique name of the Participant Account – the so-called "nick" – that will be visible to other participants in the SATIVA MLM structure.
3. The identification number and the name of the Participant Account, the so-called "nick", cannot in any way be assigned to another Participant Account and after termination of participation in the SATIVA MLM system, they are transferred to the catalogue of unavailable numbers and names.

4. In the event that SATIVA terminated the Contract with the Participant with immediate effect due to a violation of Terms & Conditions of Participation, the Contract, the Code of Ethics, the Privacy Policy or Terms & Conditions of the Online Store (deletion from the list of Participants, exclusion), re-registration will not be possible.

4. ACCOUNT CHANGES

1. After registration, the Participant cannot change: the referring person, the presenting person and identification data, with the exception of: home address and correspondence address.
2. Participant Accounts registered in the SATIVA IT system are not subject to any changes or shifts in the binary structure.
3. Shareholders can be added to a registered Participant Account. For this purpose, an appropriate application should be sent to the following email address: biuro@. The application will be rejected if: the requested shareholder already has a registered Participant Account or has a share in another Account, or if SATIVA terminated the Contract with them with immediate effect due to violation of Terms & Conditions of Participation, the Contract, the Code of Ethics, Privacy Policy or Terms & Conditions of the Online Store (deletion from the list of Participants).
4. De-registering one or more shareholders from the Participant Account does not result in the Account's deletion. De-registering all shareholders from the Account causes the Account to be closed in the SATIVA system and the Contract to expire.

5. PARTICIPATION IN THE SATIVA MLM SYSTEM

1. SATIVA aims to build a SATIVA MLM system in which it will promote:
 - a. diligence and honesty,
 - b. presenting SATIVA Products in a reliable and truthful manner, taking care of SATIVA's reputation and good name,
 - c. supporting the MLM structure, also by conducting information and training meetings,
 - d. avoiding activities that violate fair competition,
 - e. taking care to maintain the confidential nature of confidential information, proprietary commercial information, including names, addresses and telephone numbers of Participants,
 - f. representing the ethical standards described in the Code of Ethics.

6. PARTICIPANT RIGHTS

1. Participants have certain rights:
 - a. to make purchases of Products for their own needs or for the needs of immediate family members in the SATIVA Online Store,
 - b. to introduce other people to the SATIVA MLM system,
 - c. to receive discounts on Product prices,
 - d. to use of the CRM Office – a functionality of the Participant Account,
 - e. to use of the SATIVA ONLINE system,
 - f. to participate in events and training meetings organized by SATIVA,
 - g. to receive or purchase SATIVA marketing materials.
2. Participants running a business who has submitted a declaration on running a business to SATIVA is additionally entitled to the following rights:
 - a. to promote Products,
 - b. to use the accumulated points in the form of Commission.

7. PARTICIPANT INDEPENDENCE

1. The Participant is an independent entity from SATIVA.
2. Between SATIVA and the Participant, in particular, there is no:
 - a. employer / employee relationship,
 - b. contractor / client or service provider / service user relationship,
 - c. franchise or agency agreement relationship,
 - d. relationship of joint ownership or participation in a company or joint venture.
3. The Participant is not covered by the provisions related to employment protection and insurance.
4. The Participant is not authorized to:
 - a. represent and act on behalf of SATIVA,
 - b. conclude contracts on behalf of SATIVA,
 - c. make statements, provide guarantees on behalf of or with effect for SATIVA,
 - d. incur liabilities on behalf of SATIVA or with effect for SATIVA.
5. The Participant is solely responsible for the fulfilment of all obligations under the applicable law, including in particular income tax, tax on goods and services, social security or health insurance, if the scope or nature of their activities would result in any such obligations.

8. REPORTS, CONFIDENTIAL INFORMATION

1. The Participant has the right to access their own reports and a quantitative overview of Participants in the MLM structures provided by SATIVA only for the Participant's information purposes related to participation in the SATIVA MLM sales system.
2. Reports, financial and personal data provided to Participants are subject to confidentiality.
3. The Participant's password is confidential and is not subject to disclosure to third parties.
4. Upon expiry or termination of the Contract, all reports and other confidential information from SATIVA, provided to the Participant in any way in paper or electronic form, shall be returned or disposed of in a way that prevents their reproduction.

9. COMPETITION RESTRICTIONS

1. A Participant of the SATIVA MLM system has the right to cooperate with other companies operating in the MLM (network marketing) system or direct sales, provided that the products sold in these companies do not belong to the same product group as the SATIVA Products, their specification is different and do not compete with the SATIVA Products.
2. A Participant who achieves the status of a Regional Director in the SATIVA MLM structure is obliged to conclude an exclusive cooperation contract with SATIVA, limiting the possibility of acting for other companies operating in the MLM system (network marketing) or direct sales. Failure to conclude such contract makes it impossible to obtain the status of Regional Director.
3. To avoid situations that may constitute acts of unfair competition, SATIVA recommends that neither the SATIVA MLM system nor the SATIVA Products should be presented at meetings concerning other MLM companies or direct sales.

10. ETHICAL STANDARDS

1. SATIVA creates the SATIVA MLM sales structure based on the mutual respect of the Participants and the ethical standards contained in the Code of Ethics.
2. Situations that violate the ethical standards adopted in the SATIVA MLM system should be reported to SATIVA.

3. Actions violating ethical standards are actions taken by the Participant that may result in the termination of the contract with immediate effect, imposing sanctions on the Participant specified in the Code of Ethics.
4. Entering false information – takes place if a Participant takes steps to obtain benefits from the registration of further accounts in the MLM structure or attempts to register a Participant Account for a person excluded from the SATIVA MLM structure, or uses the name, details of a third party, or false name, false identification numbers, false identity card numbers in order to register a Participant Account.
5. Function change – occurs when a person who is a Participant tries to create another Participant Account in a different structure under SATIVA MLM in order to build teams in a structure other than their primary structure, or an excluded person tries to make a fictitious registration for fictitious data of another person.
6. Cross-recommendation – occurs when a Participant makes new registrations in structures other than their personal structure under SATIVA MLM in order to gain additional benefits for themselves or to obtain additional benefits for other Participants. It means acquiring a natural person or another entity that is already a Participant in a different structure, or who started cooperation with SATIVA within the last 6 (six) months. Cross-recommendation also takes place when a person who already has a Participant Account registers a new account, using for this purpose the data of a spouse, family member, commercial company or any other third party.
7. Inducement – takes place when a person – from among the Participants of the SATIVA MLM system – is induced and offered various financial benefits. Inducement occurs by offering or proposing products or earning opportunities in another MLM (network marketing) or direct sales company. The method of inducement may be direct or hidden when, under various pretexts, the induced person receives unexpected information, suggestions from another person. If the induced person decides to change the function and / or to cross-recommend in the current organization, or undertakes cooperation with another company, then this is a clear reason to terminate the contract with that Participant with immediate effect.
8. SATIVA does not consent to resale of Products by Participants, either in the form of direct sales or online sales, including sales on auction portals such as: Allegro, OLX, Ebay, etc.

11. PROCESSING OF PERSONAL DATA

1. SATIVA is a Personal Data Controller and the Participant is a data processor while performing the obligations arising from the contract concluded between the parties.
2. During the performance of the contract, the Participant, by performing activities such as downloading reports and other activities related to participation in the SATIVA MLM system, may also be a data controller in accordance with the GDPR and is subject to legal provisions regarding the processing of personal data.
3. The Participant:
 - a. respects the Data Protection Policy of SATIVA,
 - b. processes data only for purposes related to participation in the SATIVA MLM system,
 - c. implements appropriate security measures to ensure the protection of personal data against attempts of theft by third parties,
 - d. informs SATIVA immediately of any attempted theft of personal data or the assumption that such personal data may have been stolen in order to prevent such events in the future,
 - e. deletes or returns to SATIVA any personal data of the Participants that were in the possession of the Participant after the end of participation in the SATIVA MLM system,
 - f. provides SATIVA with all information regarding the processed personal data during the inspections carried out by the Controller or the authorities authorized to control the processing of personal data.

12. TRADEMARKS AND COPYRIGHTS

1. "Sativa Life" is a registered trademark protected by copyright and is the property of SativaLife.eu Sp. z o.o. based in Kraków.
2. The Participant respects the provisions of the applicable industrial property and copyright law.
3. The Participant is not allowed to use the SATIVA name and other SATIVA trade names and trademarks, in particular at fairs or other events, except when their use has been previously approved by SATIVA in written or electronic form to be valid.

13. IMAGE RELEASE PERMISSION

1. Due to participation in the SATIVA MLM system, the Participant agrees for SATIVA to record and use their entire image, voice and other information about the User (hereinafter collectively referred to as the "image"), including: recording, photographing, publishing, playing, displaying, editing, in informational, marketing, promotional, advertising and training materials for SATIVA, in printed, audio / video as well as electronic and internet forms, without remuneration, on a continuous basis, also after discontinuing participation in the SATIVA MLM network and termination of the Contract.
2. The User may withdraw their consent by submitting to SATIVA an appropriate statement to use their image that has not yet been published, informing about this fact in writing or by email sent to the following e-mail address: biuro@satalife.eu.

14. PRIVACY

1. The User respects the applicable data security privacy laws, including the security breach notification laws.
2. Private information should be protected against the possibility of such data penetrating to unauthorized persons; all documents that may contain private information are subject to protection.
3. Documents containing confidential information are kept only for the period of their use. After their use, documents containing confidential data, both in paper and electronic form, should be permanently destroyed so that they become illegible, unreadable and unreproducible in any way.

SECTION II PARTICIPATION – STRUCTURE

1. TRANSFER OF OWNERSHIP OR SHARES IN AN ACCOUNT

1. In order to change the ownership structure of the Participant Account, i.e. transfer, disposal, donation, sale or change of the Account's ownership in any other way, an appropriate application should be sent to the following email address: biuro@satalife.eu.
2. SATIVA shall verify the indicated person taking over the ownership of the account within 14 (fourteen) days. The Buyer must meet the requirements for the User provided for in the Declaration of Participation and in the Terms & Conditions of Participation. The Buyer taking up an Account or shares in a Participant Account may no longer have another Account or shares in another Account – either directly or indirectly (through another entity of which they are a member).
3. A Buyer wishing to take up an Account or shares in an Account must submit a transfer

application and submit a Declaration of Participation and accept the following documents: Terms & Conditions for Participation, Terms & Conditions of the Online Store, Privacy Policy and the Code of Ethics. The application will be rejected if: the requested shareholder already has a registered Participant Account or has a share in another Account, or if SATIVA terminated the Contract with them with immediate effect due to a violation of Terms & Conditions of Participation, the Contract, the Code of Ethics, the Privacy Policy or Terms & Conditions of the Online Store (deletion from the list of Participants, exclusion).

2. CONSEQUENCES OF TRANSFER OF ACCOUNT OWNERSHIP

1. After the Participant transfers the Account or shares in the Account, a grace period of 6 (six) months begins, counted from the moment of transfer of the Account or shares in the Account, during which the Participant cannot apply to be a Participant or shareholder of the Account again.

3. TRANSFER OF OWNERSHIP WITH THE PARTICIPATION OF A COMMERCIAL COMPANY

1. A Participant who is a natural person may transfer their shares to a commercial company, subject to the provisions of clauses 1.2 and 1.3 of section II above.
2. A Participant who is a commercial company may transfer their shares to a natural person, regardless of the ownership structure in such an Account, subject to the provisions of clauses 1.2 and 1.3 of section II above.
3. A Participant who is not a natural person and wishes to change the legal form to another, may do so by submitting to SATIVA a notification of a change in the form of activity, subject to the provisions of clause 1.2 and 1.3 of section II above.

4. SIX-MONTH GRACE PERIOD

1. The six-month (6 months) grace period applies to re-registration of an entity in the SATIVA structure as a Participant.
2. Each time a Participant Account is closed or a Participant Account or shares in the Account are transferred in any form, a 6-month (6 months) grace period must elapse before the Participant is re-registered in SATIVA structures.
3. The grace period also applies to such cases as dissolution of a commercial company, transfer of shares in a commercial company.
4. Persons returning to the SATIVA MLM system after the grace period start their participation in the SATIVA MLM from the beginning, including the possible development of their structure in the SATIVA MLM system from the beginning.

5. ACCOUNT SUCCESSION

1. In the event of death of a Participant, the rights to the Participant Account or shares in the Participant Account are transferred to their legal successor(s).
2. The successor must qualify as a Participant.
3. The condition for taking up the Account or shares in the Participant Account is presenting to SATIVA the original decision of the Court establishing the legal successor(s) and the original of the will and notification of the transfer of the Account's ownership, if applicable.

4. A person who has inherited an Account or shares in a Participant Account and is already a Participant or has shares in an Account, should, within 30 (thirty) days from the date of submitting the application for the transfer of ownership of the Account, select which Participant Account they want to keep. The Participant Account that has not been selected shall be closed.

6. PROXY

1. The Participant may appoint a proxy who will manage the Participant Account. For this purpose, the proxy must present to SATIVA a letter of authority to manage the Account, with the Participant's signature certified by a notary public or the signing of the letter of authority must take place in the presence of a SATIVA board member at SATIVA's headquarters.

SECTION III RULES OF REMUNERATION

1. POINTS, DISCOUNTS, COMMISSION-BASED REMUNERATION

1. Participation in the SATIVA MLM system may result in the Participant being awarded points ("Points"). Points are added to the Participant Account by SATIVA in accordance with the provisions of these Terms and Conditions. One (1) Point – for the purposes of participation in the SATIVA MLM system – is converted into PLN 10 (ten).
2. The necessary condition for the Participant to use the Points accumulated on the Participant Account is that the Participant has a monthly qualification by placing an order in the SATIVA Online Store with a specific point value of **20 (twenty) Points**.
3. The basic right of the Participant is the right to discounts on selling prices of Products purchased in the SATIVA Online Store ("Discounts"), subject to the provisions of para. 2 above. The number of Points accumulated on the Participant Account may be used by the Participant to reduce the price when purchasing Products, subject to a maximum proportion of **80/20** (eighty to twenty), where 80 (eighty) % is the maximum Discount on the selling prices of the Products and 20 (twenty) % is the payment of the remaining – not covered by the Discount – part of the sale price of the Products. If the Participant allocates fewer Points, the Discount on the sale prices of the products may have a different value.
4. The purchase of Products using the Discount is possible only through PayU electronic payment, i.e. bank transfer, payment card, credit card or BLIK. It is not possible to pay on delivery.
5. If the Participant is unable to redeem the Points in the form of a Discount, they have the option – subject to para. 2 above – to submit an application for the redemption of Points by recharge of a Sodexo Mastercard Card. This option applies to Points accumulated in the amount higher than **20 (twenty) PTS**. The Sodexo Mastercard Card will be recharged on the terms regulated by the Sodexo Payment Operator, including, in particular, the amount recharged will be reduced by the fees applied by the Sodexo Payment Operator. SATIVA informs that the Sodexo Mastercard Card recharge will not be associated with the collection of any tax and / or social security (ZUS) contributions, while SATIVA will issue and send to the Participant information about income from other sources in accordance with applicable law. It will be up to the Participant to settle any tax with the Tax Office.
6. A Participant running a business who has submitted a declaration in this respect to SATIVA may, subject to the provisions of para. 2 above, redeem the Points accumulated on the Participant Account either as a Discount on the selling prices of the Products or as a commission in PLN ("Commission-based Remuneration"). The condition for the payment by SATIVA of the Commission-based Remuneration to the Participant is that the Participant issues a VAT invoice in accordance with the provisions of applicable law. The Points are converted into PLN as a net

amount. The template of the declaration – Declaration of the SATIVA MLM System Participant – constitutes an annex to these Terms & Conditions.

7. Participant referred to in para. 6 above is not entitled to submit an application for the redemption of Points by recharge of a Sodexo Mastercard Card referred to in para. 5 above.

2. A RIGHT, NOT A GUARANTEE

1. The rights described in clause 1 of section III above (“Points, Discounts, Commission-based Remuneration”) constitute only the Participant's rights and SATIVA does not guarantee the Participant to achieve a certain number of Points.
2. All Points and any Discounts, Sodexo Mastercard Card recharges or Commission-based Remuneration are independent of SATIVA's actions and result from the rules described in these Terms & Conditions of Participation.

3. ACCRUAL AND PAYMENT DATES

1. Points on the Participant Account are accrued on an ongoing basis. The final monthly accrual of Points on the Participant Account takes place by the 15th (fifteenth) day of the following month for the preceding month.
2. The payment of Commission-based Remuneration referred to in clause 1.6 of section III is made on the basis of a correctly issued VAT invoice, to the bank account indicated on the invoice, within 14 (fourteen) days of receipt of a correctly issued VAT invoice.
3. A VAT invoice may be issued by the Participant no later than on the last day of the month following the settlement period and sent to the email address: biuro@satalife.eu.

4. ADJUSTMENT OF POINT ACCRUAL

1. In a situation where the purchased Products are returned, SATIVA will adjust the accrued Points for all Participants who received accruals on the returned Products.
2. Accrual adjustments will be made in the shortest possible time.

5. COMPLAINTS

1. The Participant has the right to file a complaint with regard to the accrued Points, Discounts or Commission-based Remuneration, if they consider that any calculations have been made incorrectly.
2. Complaints should be submitted in writing to the SATIVA correspondence address or to the email address: biuro@satalife.eu by the last day of the following month for the month for which the final monthly Points were calculated.
3. The complaint will be processed no later than 30 (thirty) days from the date of submission of the complaint.

6. FICTITIOUS PURCHASES

1. Participant Accounts on which fictitious purchases or registrations of other fictitious Participant Accounts are detected may be blocked by SATIVA and the accrual of Points and their possible redemption – suspended until the unlawful operations are clarified.
2. If SATIVA deems the Participant's operation unjustified, the Contract will be terminated with immediate effect.

3. The following operations shall be considered contrary to the rules of the SATIVA MLM system:
 - a. registration of accounts where personal data cannot be verified or it is impossible to contact the person for whom the new account is created,
 - b. making a large purchase of Products that the Participant cannot rationally use or consume,
 - c. purchase of Products for the account of other Participants.

7. 75% LIMIT

1. SATIVA determines a Point accrual limit of up to **75** (seventy-five) **percent** of SATIVA's total monthly turnover.
2. If the Point redemption rate is higher and reaches, for example, 78 (seventy-eight) percent, then the system will reduce the Points proportionally to the level of 75 (seventy-five) percent.
3. The redemption limit is set by SATIVA in order to cover the costs of SATIVA's activities and the operation of the SATIVA MLM system.

8. UNREDEEMED POINTS

1. If SATIVA loses contact with the Participant, or the attempts to contact them using the email address or telephone number provided during registration are ineffective for a minimum period of 6 (six) months from the last registered activity in the form of completed purchases of Products on the Participant Account in the SATIVA system, then it is considered that the Participant resigns from the Participant Account together with any Points accrued and the possibility of their redemption.
2. SATIVA may, at its sole discretion, dispose of the accumulated Points, allocate them to the company's day-to-day operations or donate to any charity purpose.

9. STATUSES

1. Status is a place in the SATIVA MLM structure that may be associated with additional rights (privileges) for the Participant.
2. Each Participant obtains a specific Status that qualifies them for the privileges applicable to that Status.
3. The Participant may be promoted to a higher Status by moving in the SATIVA MLM structure by one or more levels in one settlement period.
4. Fulfilling the promotion requirements means granting a higher Status and is valid from the first day of the next settlement period after the settlement period in which the Participant was promoted, and is valid until the subsequent promotion requirements are met.
5. Points and privileges are calculated in accordance with the Status held or earned after the end of a settlement period.
6. Points for the next higher Status obtained may be redeemed after the end of the repetition period, i.e. the next month (settlement period) in which the Participant maintained the qualification for the obtained Status.

10. STATUS REDUCTION

1. Reduction of Status takes place when in the next settlement period the Participant does not qualify for the current Status. Such a situation may take place when the team decreases (number of active people in the Participant's MLM structure drops below a certain level). In such a situation, the Participant is entitled to the privileges specified for the reduced Status for the settlement period in which the Status was reduced.

11. POINT ACCRUAL RULES

1. The Participant of the SATIVA MLM system may receive, in situations described in the Terms & Conditions of Participation, bonuses or specific types of commissions. Bonuses or commissions are converted into Points.
2. Points are awarded in accordance with the rules set out in the Remuneration System. Each 1 Point collected by the Participant is converted into PLN 10, 1 Point = PLN 10 (one point equals ten PLN) for the purposes of participating in the SATIVA MLM.
3. In the SATIVA Online Store, next to each Product, its point value is also given.

12. REMUNERATION SYSTEM

1. The Remuneration System is a set of all rules, circumstances and dependencies regarding the accrual of Points and the possibility of their redemption.
2. The elements of the Remuneration System are: commissions, bonuses and Points, accrued in each settlement period.
3. The main part of the Remuneration System is the Remuneration Plan and detailed provisions contained in the Term & Conditions of Participation.

SECTION IV REMUNERATION PLAN

1. REGISTRATION

1. The SATIVA Remuneration Plan has two structures: linear and binary. A newly registered person is placed in the first recommendation line in the linear structure and will be placed in the first free position to the right or left of the binary structure.
2. The Recommending Person is a person who sent an a referral link to an unregistered person to register as a Participant and register a Participant Account in the SATIVA system, as well as provided information about the Products. A new person who uses the referral link will be placed directly on the first (1) line of recommendation of the person who owns the referral link.
3. The Presenting Person is a person who introduced the SATIVA MLM system to an unregistered person. The Presenting Person does not have to be related to a new person registering to the system, it can be any SATIVA Participant.
4. A person who has received an invitation and a registration link from another SATIVA Participant registers when making the first purchase in the SATIVA Online Store with a minimum value of 20 (twenty) points.

2. DIRECT COMMISSION

1. The Direct Commission is accrued when a new person registered from the Participant's referral link appears in the Participant's structure. It is accrued in Points in the amount of **20 (twenty) percent** of the point value of the first purchase made by that person.
2. The Direct Commission is a one-time commission – it is accrued only once, for the first purchase made by a newly registered person in the Participant's structure.

Example:

In any month, the Participant personally refers a new person to the SATIVA MLM system, who makes their first purchase in the Online Store for 60 PTS. The Participant is awarded Points in the amount of 20% of that order. In this example, the commission is calculated as follows:

$60 \text{ points} \times 20\% = 12 \text{ points} \times 10 \text{ PLN} = 120 \text{ PLN}$ (1 point = 10 PLN)

This is your commission for purchases of the person referred directly.

Important:

For purchases made in the following months by the person referred directly, the Participant will receive points from the Structural Commission in the amount determined for 1 line.

3. STRUCTURAL COMMISSION

1. Structural Commission is accrued to the Participant in Points based on the point value of purchases made by persons in the direct team of the Participant in the linear structure and it is calculated up to the 7th (seventh) level down the Participant's structure.
2. Structural Commission is a specified percentage, expressed in Points, of the total value of sales achieved at levels one (1) to seven (7) in the Participant's structure and varies from level to level.
3. All persons referred by the Participant are always in the 1 (first) line of the Participant's structure and the Participant may have an unlimited number of such persons. In the first line, the Participant may receive 10 (ten) percent of Commission in Points on the total point sales volume generated in the first level of their Linear Structure. The table below presents the percentage values in the Structural Commission, calculated on the basis of the total point value of sales at subsequent levels.

QUALIFICATION TABLE

LEVEL	PERCENTAGE
LEVEL 1	10%
LEVEL 2	5%
LEVEL 3	4%
LEVEL 4	3%
LEVEL 5	2%
LEVEL 6	1%
LEVEL 7	1%

4. Structural Commission is not accrued from the first purchase of Products for which the Participant receives a Direct Commission.
5. Compression of inactive Accounts: If an inactive person appears in the Participant's Linear Structure up to a maximum of 7 (seventh) line, then the CRM system, when calculating Points from the commission, will omit this person and all persons under the omitted person will be moved up one level. (Example: from line eight (8) to line seven (7) or from line four (4) to line three (3).)
6. Compression is only used to calculate the Structural Commission. Inactive persons still remain in the Linear Structure. If an inactive person makes a purchase in a settlement period, the CRM

system will not apply the compression principle for such a person.

7. On the last day of the month, when calculating the commission, the CRM system will ignore all inactive people and apply compression. People from the first line under the omitted person appear in the Participant's structure in place of the omitted person. By compressing inactive accounts, the full Structured Commission from all seven levels is calculated in Points at 26 (twenty-six) percent.

4. GOLDEN FOUR BONUS

1. The Participant may receive the GOLDEN FOUR Bonus only once within 30 (thirty) days from the date of registration of the Participant in the system. The bonus is calculated in Points and given to the Participant who obtained the REPRESENTATIVE status, which consists of 4 (four) registered and active persons in the Participant's Binary Structure. The first three (3) persons registered in the Binary Structure from the Participant's referral link will be automatically added to the stronger organization of the Participant (the same side as the referring person). The fourth (4) and subsequent persons are registered by the Participant as desired to the right or left of the Participant's Binary Structure.
2. The GOLDEN FOUR Bonus entitles the Participant to receive 1 (one) share, which is calculated as 2 (two) percent of SATIVA's total monthly turnover, accrued from the sale of Products. The share is split between all new people who qualify for the GOLDEN FOUR bonus in a given settlement period. Along with the Bonus, SATIVA additionally grants the Participant the status of a GOLDEN FOURS CREATOR.
3. In the case described in para. 1 above, when 8 (eight), 12 (twelve) or more people in the Participant's Binary Structure are registered from the Participant's referral link, instead of the GOLDEN FOUR Bonus, the Bonus of 2x GOLDEN FOUR or 3x GOLDEN FOUR BONUS shall be given on the same terms: for obtaining the status of 2x GOLDEN FOUR, the Participant receives 2 (two) shares, and for obtaining the status of 3x GOLDEN FOUR, the Participant receives 3 (three) shares. 3x GOLDEN FOUR is the maximum amount of the bonus, regardless of the number of people over 12 (twelve).
4. Obtaining the Golden Four Bonus or 2x GOLDEN FOUR / 3x GOLDEN FOUR should take place within 30 (thirty) days from the date of registration of the Participant. Points are accrued in the settlement period in which the 30 (thirty) day period elapsed.

5. GOLDEN FOURS CREATOR

1. When in the Participant's team, up to a maximum of 7 (seventh) level, a person with the Golden Four status appears in the line structure, the Participant will receive an additional bonus in Points as a GOLDEN FOURS CREATOR. The Participant receives 1 (one) share, which is calculated as 1 (one) percent of SATIVA's total monthly turnover, accrued from the sale of Products. The share is split between all persons qualified for the status of the GOLDEN FOURS CREATOR in a given settlement period.
2. The more people in the Participant's team up to the seventh (7) line achieve the GOLDEN FOUR status, the more shares the Participant is entitled to in one (1) percent of SATIVA's total turnover, accrued from the sale of Products.

Example:

If in a given settlement period, a person in the Participant's Linear Structure within up to the 7 (seventh) line, obtains the GOLDEN FOUR status, the Participant receives 1 (one) share in the division of the GOLDEN FOURS CREATOR bonus. If, in the settlement period, 6 (six) people in the Participant's Linear Structure within up to the seventh (7) line, obtain the GOLDEN FOUR status, the Participant will receive 6 (six) shares in the division of the GOLDEN FOURS CREATOR bonus.

6. BINARY COMMISSION

1. A Participant may receive a Binary Commission when SATIVA’s turnover is generated in the Participant's structure. The Binary Commission is calculated in Points on the turnover generated in the weaker organization of the Participant and is 5 (five) percent of the point value of the turnover. The Participant may build their teams according to the strategy adopted by them, except that the first three (3) persons registered in the Binary Structure from the Participant's referral link will be automatically added to the stronger organization of the Participant (the same side as the referring person). The fourth (4) and subsequent persons are registered by the Participant as desired to the right or left of the Participant's Binary Structure.
2. In the CRM dashboard, the Participant must choose which side in the Binary Structure will be used for new people, starting from the fourth. If such a choice is not made, the system will place more new people in the weaker organization.
3. Binary Commission in the amount of 5 (five) percent is calculated on the point turnover generated on the weaker side in subsequent settlement periods. After the commission is settled in the completed settlement period, the turnover values on both sides reset to zero.

7. PROMOTION BONUS

1. The Promotion Bonus is given to the Participant in Points each time they reach a new, higher Status. Each subsequent Status entitles the Participant to receive a higher bonus. The Participant receives a double Promotion Bonus when they reach a given Status within a certain time.
2. Below is the Qualification Table with a specific time interval for getting promoted to the next, higher Statuses and the base and doubled values of the Promotion Bonus.

QUALIFICATION TABLE

STATUS		PROMOTION BONUS	QUICK PROMOTION BONUS
REPRESENTATIVE	TIME AMOUNT	N / A	N / A
ASSISTANT	TIME AMOUNT	ANY 20 PTS	15 days 40 PTS
LEADER	TIME AMOUNT	ANY 80 PTS	1 settlement period 160 PTS
MANAGER	TIME AMOUNT	ANY 150 PTS	2 settlement periods 300 PTS
REGIONAL MANAGER	TIME AMOUNT	ANY 300 PTS	3 settlement periods 600 PTS
DISTRICT MANAGER	TIME AMOUNT	ANY 750 PTS	5 settlement periods 1.500 PTS
DIRECTOR	TIME AMOUNT	ANY 1.800 PTS	7 settlement periods 3.600 PTS
REGIONAL DIRECTOR	TIME AMOUNT	ANY 3.500 PTS	10 settlement periods 7.000 PTS
DISTRICT DIRECTOR	TIME AMOUNT	ANY 7.400 PTS	13 settlement periods 14.800 PTS
PRESIDENT	TIME AMOUNT	ANY 18.000 PTS	18 settlement periods 36.000 PTS

3. If the Participant is promoted within the time specified in the table, they will receive a double

promotion bonus, the so-called "Quick Promotion Bonus". The period for a quick promotion begins on the first day of the settlement period following the settlement period in which the registration was made. This period ends with the end of the last settlement period specified in the Qualification Table.

4. The Participant may receive a Promotion Bonus for each new Status only once. If the Participant receives a Promotion Bonus, but then falls to a lower Status and then promotes again, then each time the Participant is promoted to a Status that the Participant previously had, they will not receive the Promotion Bonus again. However, the Participant will receive another Promotion Bonus when they are promoted to a Status that they have not achieved so far.
5. Starting from the ASSISTANT Status, the accrual of Points for the Promotion Bonus is delayed by one settlement period (the so-called repetition period) in which the obtained qualification must be maintained. Bonus accrual will be suspended if during the repetition period the qualification is not maintained. The repetition period begins after the Participant has been qualified for promotion, regardless of whether the full required period for obtaining the Quick Promotion Bonus specified in the Qualification Table has elapsed.

Example:

The Participant obtained the ASSISTANT Status in March and repeated it in April – the bonus will be accrued in the month of May.

The Participant obtained the ASSISTANT Status in March and did not repeat it in April – the bonus will not be accrued in May.

The Participant obtained the ASSISTANT Status in March, in April and May they did not have the ASSISTANT Status, but they obtained it again in June and repeated it in the month of July – the bonus will be accrued in August.

Each subsequent higher Status will be calculated in the same way as in the example presented above.

8. CAR BONUS

1. The Car Bonus may be awarded in Points to a Participant who has achieved the MANAGER Status or higher. The Bonus will be awarded in the month in which the Promotion Bonus is settled.
2. As part of the Car Bonus, it is possible for the Participant to obtain Points in the amount of 1.5 (one and a half) percent of the reference value of the vehicle. The reference value of the vehicle will be calculated as equal to the value indicated in the insurance policy held by the Participant, which includes a comprehensive cover of the vehicle in question. In the absence of a comprehensive cover, the value of the car will be calculated as the average price of cars from the same year with the same or similar parameters (model, equipment, mileage). The determined value of the vehicle may be verified after each subsequent 12 (twelve) months of the term of the contract. The maximum amount of the Car Bonus is specified in the Qualification Table and depends on the Status obtained.
3. The prerequisite for receiving the Car Bonus is the age of the vehicle not exceeding 3 (three) years.
4. A Participant who has achieved the minimum status entitling to receive the bonus may send an electronic form of a signed and scanned application (downloadable) with required attachments to the email address: biuro@satalife.eu. On the basis of the Participant's application, the Car Program Agreement is concluded, the template of which is attached as an annex to these Terms & Conditions.
5. Failure to meet the formal requirements, which consists of the car "branding" process (graphic signs with the SATIVA logo attached), does not entitle to receive the bonus.
6. The bonus is not accrued retrogradely to eligible months in which the application was not submitted and the formal requirements were not met.
7. The Car Bonus is not interchangeable for any other privilege.

QUALIFICATION TABLE

STATUS	BONUS	MAX. VALUE OF THE VEHICLE
REPRESENTATIVE	N / A	N / A
ASSISTANT	N / A	N / A
LEADER	N / A	N / A
MANAGER	CAR BONUS IN THE AMOUNT OF 1.5%	Maximum value of the vehicle 50,000 PLN
REGIONAL MANAGER	CAR BONUS IN THE AMOUNT OF 1.5%	Maximum value of the vehicle 75,000 PLN
DISTRICT MANAGER	CAR BONUS IN THE AMOUNT OF 1.5%	Maximum value of the vehicle 100,000 PLN
DIRECTOR	CAR BONUS IN THE AMOUNT OF 1.5%	Maximum value of the vehicle 150,000 PLN
REGIONAL DIRECTOR	CAR BONUS IN THE AMOUNT OF 1.5%	Maximum value of the vehicle 200,000 PLN
DISTRICT DIRECTOR	CAR BONUS IN THE AMOUNT OF 1.5%	Maximum value of the vehicle 250,000 PLN
PRESIDENT	CAR BONUS IN THE AMOUNT OF 1.5%	Maximum value of the vehicle 300,000 PLN

Example:

If the Participant has a Status according to which they could receive a Car Bonus on vehicle value of up to PLN 100,000 (one hundred thousand zlotys), but the value of their vehicle is PLN 60,000 (sixty thousand zlotys), then they receives 1.5% (one and a half percent) calculated on PLN 60,000 (sixty thousand zlotys). The value of the vehicle is recorded in the SATIVA system and approved by the administrator.

If the Participant in the next settlement period did not qualify for their current Status and fell to a lower Status with a lower maximum vehicle value, then from this month they will receive a Car Bonus of 1.5% (one and a half percent) calculated on the lower maximum vehicle value. A Participant who owns a car worth PLN 60,000 (sixty thousand zlotys), and after lowering the Status is entitled to a bonus on vehicle value of up to PLN 50,000 (fifty thousand zlotys), they will receive a Car Bonus of 1.5% (one and a half percent) on the amount of PLN 50,000 (fifty thousand zlotys).

The vehicle reported for the Car Bonus must be marked with SATIVA logos ("branding"), which is a prerequisite for the bonus to be awarded. The costs related to the first marking of the vehicle are borne by SATIVA.

9. MENTOR BONUS

1. The Participant may receive the Mentor Bonus when persons directly referred by the Participant are promoted to a Status lower or equal to the Participant.
2. The Mentor Bonus is calculated in Points starting from the LEADER Status, and the Participant may only receive it for persons referred directly by the Participant who obtained the Promotion Bonus for the LEADER Status or higher. The Participant does not receive the Mentor Bonus for people who are promoted to a Status higher than the Participant.
3. If the Participant did not receive the Mentor Bonus during the settlement period, because the person registered by the Participant was promoted to a Status higher than the Status held by the Participant at the end of the settlement period, the Mentor Bonus will be forfeited and will not be awarded.

- The award of the Mentor Bonus Points will take place in the same settlement period in which the Promotion Bonus will be awarded to the person referred by the Participant. If the person referred by the Participant receives the Quick Promotion Bonus, the Participant as the referring person is entitled to an award in the amount that this person would receive for the Promotion obtained at any time.

QUALIFICATION TABLE

STATUS	MENTOR BONUS
REPRESENTATIVE	N / A
ASSISTANT	N / A
LEADER	80 PTS
MANAGER	150 PTS
REGIONAL MANAGER	300 PTS
DISTRICT MANAGER	750 PTS
DIRECTOR	1.800 PTS
REGIONAL DIRECTOR	3.500 PTS
DISTRICT DIRECTOR	7.400 PTS
PRESIDENT	18.000 PTS

SECTION V MARKETING AND PROMOTION

1. ORGANIZATION OF MEETINGS AND TRAINING

- Participants may organize meetings or training regarding the SATIVA MLM system or Products. Any content or information presented at meetings or trainings should be presented accurately, honestly and truthfully.
- No person from the group of owners, management, officers or any employee of SATIVA is obliged to participate in organized meetings or trainings.
- The Participant, in any way they choose, may divide the costs of organizing the meetings, i.a. renting a room, service or catering, between all its participants.
- Fees charged for attending meetings by invited guests should not exceed the actual cost of organizing the meeting and should not be intended to generate profit or income for the Participant.
- Any irregularities related to meetings or trainings should be reported to SATIVA to the email address: biuro@satalife.eu.

2. PRESENTING PARTICIPATION IN SATIVA

- All information on the rules of participation in the SATIVA MLM system should be presented in

an accurate and honest manner. It is unacceptable to significantly overestimate or underestimate the benefits associated with participation in the SATIVA MLM system.

2. The Participant cannot make any guarantees and promise to achieve specific benefits.
3. The Participant may not publish or make available in any other way their or someone else's calculations of Points placed on documents, company forms, reports generated from the system, accounting or bank confirmations.

3. MARKETING MATERIALS

1. In order to maintain the consistency of information regarding the activities of SATIVA, its Products and the SATIVA MLM system, rules have been introduced that regulate the publication of marketing materials.
2. The Participant may use all marketing materials prepared by SATIVA in the original version.
3. All marketing materials prepared by SATIVA, incl. leaflets, presentations, product brochures, information materials or any other materials bearing the SATIVA logo may not be reprinted or published in part or in full without the prior consent of SATIVA.
4. A Participant who needs to reprint or publish marketing materials for their own use is obliged to report this fact to SATIVA to the email address: biuro@sativalife.eu, sending information together with the materials that have been changed.
5. All marketing materials published in the press, radio, television, Internet and other media must be approved by SATIVA.

4. USE OF THE TRADEMARKS AND NAME OF SATIVA

1. Any marketing materials made individually by the Participant and containing SATIVA's trademarks and brand name must clearly indicate that the Participant is independent from SATIVA.
2. It is forbidden for the Participant to publish their own address details, phone numbers and email addresses under the name SATIVA.
3. It is forbidden to create websites, profiles on social networks or on messengers such as Facebook, Instagram, WhatsApp and others, creating blogs on various websites that can clearly indicate that these are SATIVA profiles. The Participant may carry out the activities described above, provided that the full name and surname are prominently displayed and that the profile is run by an independent Participant of the SATIVA MLM system.
4. It is forbidden to make business cards, letterheads containing SATIVA's trademarks and brand name together with address details, phone number, email addresses, without written approval by SATIVA.

5. PUBLISHING INFORMATION

1. SATIVA does not consent to the publication of the content, specifications and characteristics of the Products, opportunities related to participation in the SATIVA MLM system, SATIVA trademarks and brand name on websites that are unauthorized and may adversely affect the image of SATIVA.
2. The Participant may use social media to publish information about SATIVA Products, opportunities related to participation in the SATIVA MLM system, blogs, and publications on online forums.
3. The Participant has the right to publish the official SATIVA materials on social media. In the event that any content posted on social media is inconsistent with the SATIVA Information Policy, is inappropriate or violates SATIVA's good name, the Participant is obliged to remove it

- no later than 24 (twenty-four) hours from the moment SATIVA submits such objection.
4. The Participant will not use SATIVA's name or trademarks or any derivative or abbreviation thereof as a domain name or email address for the purpose of advertising, selling, promoting Products or opportunities related to participation in the SATIVA MLM system.
 5. Participants are not entitled to record and publish webinars, meetings, events, training courses or conferences organized by SATIVA in part or in full in all public media (Internet, press and television) without the consent of SATIVA.

6. PRESENTATIONS

1. The Participant may take part in presentations, exhibitions, shows and any health-related events.
2. At such events, they may distribute official SATIVA marketing materials and display official SATIVA-approved presentations of Products and opportunities for participation in the SATIVA MLM system.

7. PRODUCT PRESENTATION

1. The Participant has the right to organize meetings, presentations, webinars during which they will present SATIVA Products.
2. The presentation of the Products must be reliable, complete, truthful, accurate and must not lead to incorrect conclusions.
3. Information about the price of the Products, payment terms, delivery, returns, must not be misleading and must be truthful.

8. SATIVA ONLINE SYSTEM

1. The SATIVA ONLINE System is a supporting tool for the Participant. It was developed to optimize the time and costs related to the expansion of SATIVA MLM structures.
2. The SATIVA ONLINE System is an IT tool that includes a set of tools supporting and controlling the development of the MLM network. The SATIVA ONLINE System includes information materials, educational films and a dashboard.
3. The Participant has tools that verify the activities of Participants referred by them very precisely and in real time. The Participant has the ability to generate links to several available educational paths that present the benefits of using the Products and the opportunities related to participation in the SATIVA MLM system.
4. For the first 2 (two) months from the date of registration in SATIVA, the Participant receives free access to the SATIVA ONLINE System. This is to get to know, check and test in practice how much development opportunities the System offers.
5. After 2 (two) months, access to the System is paid. The amount of the annual subscription is shown at the CRM office after logging in or on the home screen after exceeding the free trial period.
6. The subscription may be paid in full amount via the PayU payment system (payment card, credit bank transfer or BLIK payment) or in Points accumulated on the Participant Account.
7. Access to the system is mandatory for people with LEADER Status. The Participant who obtained the LEADER Status and did not purchase access to the SATIVA ONLINE System will receive such access automatically and the subscription fee will be deducted from the Points accrued by the Participant.
8. After one year, access to the SATIVA ONLINE System will be automatically renewed and the subscription amount will be deducted from the Participant's Points. If there are insufficient

funds to pay the subscription, access to the SATIVA ONLINE System will be blocked until the subscription fee is paid.

SECTION VI PRODUCTS

1. ORDERING PRODUCTS

1. In order to meet the monthly qualification, the Participant may purchase products through the SATIVA Online Store with a minimum value of **20 (twenty) Points**.
2. Orders are placed via the Online Store. SATIVA does not accept or process orders sent by email, telephone or placed in person. The rules of operation of the Online Store and the use of the Online Store by Participants are set out in the Terms & Conditions of the SATIVA Online Store.
3. All orders placed via the Online Store by midnight (24:00) on the last day of the settling period will be billed in the month of order placement; all orders placed after midnight (00:00) will be billed in the new, next settling period.
4. The condition for fulfilling the Participant's own monthly qualification is the purchase of products with a minimum value of 20 (twenty) Points. However, this purchase may be made in several separate orders, carried out during one settlement period.
5. If for any reason the Participant fails to complete the monthly qualification by making purchases with a total value of 20 (twenty) Points, then any bonuses or benefits that may result from the monthly qualification will not be awarded.

2. PRODUCT PRICE

1. Prices of Products for all Members of the SATIVA MLM system are set at the same amount.
2. Prices of Products presented by the Participants may not differ from the prices set by SATIVA.
3. The Participant may not resell the Products.

3. PAYMENT FOR PRODUCTS

1. When making a payment for the ordered Products, the Participant may choose the method of payment via the PayU electronic system, which includes: bank transfer, payment card, credit card or BLIK electronic payment. They can also pay in cash to the courier when collecting the order (not applicable to orders made with the registration of the Participant and submission of the Declaration of Participation).
2. Courier service costs may differ depending on the selected form of payment and the country in which the order is being processed.
3. Payment for the ordered and uncompleted purchases of Products and the point values accrued for the uncompleted order will be adjusted and charged from the Participant's balance by the 14 (fourteenth) day of the next settlement period following the period of the uncompleted order.
4. The Participant has the option to reduce the amount paid for the ordered Products (Discount) in the ratio of 80/20, where 80 (eighty) percent is settled with the collected points and 20 (twenty) percent is paid in cash.
5. Settlement of payments for purchases with points is possible only when paying with the use of the PayU payment operator. In the case of orders paid with "cash on delivery", it is not possible to partially pay for the purchase with points.

4. ORDER SHIPMENT

1. Orders will be sent to the address provided by the Participant when placing the order on the SATIVA Online Store website.
2. Lost or damaged parcels should be reported by email to biuro@sativalife.eu.
3. Shipments paid for but not picked up from the courier, as well as paid for but not picked up from the pickup point go to the SATIVA warehouse. Points for such shipments are awarded. In the event of return of an order (withdrawal from the sales contract) and submission of an application for a refund, the points awarded for such order will be adjusted(deducted).
4. A shipment that has been ordered, paid for but not picked up, will await collection at the SATIVA warehouse. The Participant may indicate a new delivery address for the unclaimed parcel, incurring the costs of the new delivery.
5. Unclaimed shipments will be stored by SATIVA for a period of 3 (three) months from the date of placing the order, and after this period they will be disposed of. Failure to indicate the address for the re-delivery by the Participant, within the 3-month period referred to above, will be tantamount to the Participant's consent for SATIVA to dispose of the unclaimed package.
6. If the refusal to collect the parcel is a deliberate action of the Participant, related to the desire to obtain higher statuses and the accrual of Points, then such actions will be considered unfair and unethical towards SATIVA and may be the basis for termination of the Contract with the Participant with immediate effect.
7. Orders that have not been paid for are automatically cancelled. Orders that should have been paid with "cash on delivery", but were not paid and were returned to SATIVA, are cancelled.

5. RECURRING ORDERS

1. After logging in, SATIVA offers the "Automatic Shipping" service to be enabled in the CRM IT system. It is a service for ordering Products according to personal preferences, which have been previously determined and set for shipment by the Participant. On a specified day of the month, the system will automatically ship the ordered goods to the address indicated by the Participant.
2. Setting up automatic shipping of Products is possible only up to the 25th (twenty-fifth) day of each month. After this date, SATIVA does not guarantee the fulfilment of such orders in the month in which the automatic shipping was set.
3. After selecting the automatic shipping option, the Participant is obliged to enter the payment or credit card number in the CRM IT system, with which the Participant undertakes to pay. The card will be charged automatically.
4. If the automatic charge of the card is rejected, the system will make an additional 2 (two) consecutive attempts to charge the card after 24 (twenty four) hours and after 48 (forty eight) hours from the date of order fulfilment set by the Participant.
5. If all 3 (three) attempts to automatically charge the card are ineffective, the order will not be processed and will be cancelled. Failure to process the order does not deactivate the automatic shipping function, which means that the system will try to fulfil the order in the next month, in accordance with the parameters set by the Participant. The result of failure to fulfil the automatic shipping order may be the lack of monthly activity of the Participant, as well as the lack of commissions or bonuses in Points awarded to the Participant.
6. The Participant may at any time cancel the Automatic Shipping service after selecting the appropriate function in the CRM IT system.

6. INTERNATIONAL ORDERS

1. In countries where SATIVA has no branch offices or warehouses and its operation do not violate any applicable laws, Products will be delivered from the central warehouse.
2. Fees for shipping Products as part of international orders include the cost of delivery of the

- order to the address indicated when placing the order; they do not include other fees such as: duties, taxes, storage costs and other fees resulting from the law applicable in a given country.
3. A Participant using the SATIVA MLM system outside Poland is obliged to comply with the provisions of law, including tax and insurance law, in force in the country of participation.

7. PRODUCT RETURNS

1. The Participant has the right to withdraw from the sales contract and return the ordered Products within the statutory period of 14 (fourteen) days from the date of receipt of the order delivered by a carrier or courier.
2. The rules of operation of the Online Store and the use of the Online Store by Participants are set out in the Terms & Conditions of the SATIVA Online Store.
3. The right to withdraw from the contract concluded outside the business premises or remotely does not apply to Participants in the cases specified in art. 38 of the Act on Consumer Rights of 30 May, 2014.
4. Withdrawal from the sales contract is associated with the cancellation of the award of Points related to the order of Products covered by this contract; it may also result in failure to obtain monthly qualifications, failure to obtain a Status, commission or bonuses.

8. EXCLUSIONS

1. The Participant is not allowed to sell SATIVA Products on online trading platforms such as: Allegro; OLX; Amazon; eBay and the like in any country.
2. The Participant is not allowed to sell SATIVA Products in wholesale or retail in any retail facilities in Poland and in any other country.
3. It is forbidden to repackage the Products, transfer the Products to other containers or change the labels for resale.

SECTION VII

DISPUTES, VIOLATIONS, TERMINATION OF THE CONTRACT

1. DISPUTES BETWEEN PARTICIPANTS

1. Any disputes that may arise between the Participants during the participation in the SATIVA MLM system shall be resolved amicably.
2. Complaints or grievances should be sent to SATIVA in writing to the company's office address or to the email address: biuro@satalife.eu. SATIVA reserves the right not to act in the absence of credible evidence.
3. SATIVA may become involved in resolving disputes between Participants when evidence is attached that substantiate the course of events.

2. VIOLATION OF TERMS & CONDITIONS

1. In the event of violation of the Contract, the Terms & Conditions of Participation, the Privacy Policy, the Terms & Conditions of the Online Store or the Code of Ethics:
 - a. SATIVA will take actions to explain and remind the Participant to stop and refrain from such actions.
 - b. If the Participant does not comply with the comments and explanations provided by SATIVA, and continues to violate the rules, SATIVA may take decisive steps to stop the Participant's actions.

- c. SATIVA allows the possibility of suspending the Participant's Account, terminating the Contract and pursuing any claims in court.
2. In order to take measures to protect the Participants and the structures of the SATIVA MLM system, some violations will result in immediate termination of the Contract without the possibility of re-registration in the SATIVA system (deletion from the list of participants, exclusion), when, despite the call to stop such action:
 - a. the Participant cooperating with SATIVA recruits SATIVA Participants for the benefit of another company operating in the MLM system or direct sales.
 - b. the Participant induces other Participants to change the referring or presenting person, or to change entire structures within SATIVA.
 - c. the Participant registers fictitious accounts in order to obtain material benefits resulting from the Remuneration Plan.
 - d. the Participant provides or publishes false information affecting the image and good name of SATIVA,
 - e. the Participant intentionally places orders and does not collect them in order to obtain higher statuses and more points.

3. SUSPENSION OF PARTICIPANT ACCOUNT

1. SATIVA may temporarily suspend the Participant Account in a situation where the Participant violates the provisions of the Contract, the Terms & Conditions of Participation, the Privacy Policy, the Terms & Conditions of the Online Store, or the Code of Ethics.
2. A Participant who has been suspended is not allowed to present themselves as a SATIVA Participant.
3. During the suspension of the Account, if the automatic shipment settings are active, the Participant may but is not obliged to cancel this setting.
4. SATIVA has the right to cancel orders shipped via the automatic shipment functionality and to suspend any other orders placed by the Participant whose Account has been suspended.
5. During the suspension of the Account, Points will continue to be accrued on the same terms.
6. The possibility of using Points by the Participant – in the form of a Discount, recharge of the Sodexo Mastercard Card or the Commission-based Remuneration – is suspended until the disputed issue is resolved and the Account is reinstated.
7. If the violations are found to be unfounded, the possibility to redeem Points will be reinstated.
8. The notification about the suspension of the Account will be sent to the email address provided by the Participant during registration, and / or a message about the suspension of the account will be displayed after logging in to the CRM office.

4. APPEAL PROCEDURE

1. SATIVA will inform the Participant about the initiated procedure of termination of the Contract along with the reason for termination. The information will be sent to the email address provided by the Participant during registration and / or by traditional mail to the Participant's correspondence address.
2. The Participant has the right to know the reason for termination and to submit an appeal in writing within 14 (fourteen) days, sent to SATIVA to biuro@satalife.eu or by traditional mail to the SATIVA address.
3. In the appeal, the Participant describes in an honest, reliable and comprehensive manner the situation or events that occurred that were indicated in the termination procedure by SATIVA.
4. SATIVA will respond in writing to the appeal within 14 (fourteen) days from the date of receipt of the appeal and make a decision whether to withdraw the notice or to maintain it in force.

5. CONSEQUENCES OF CONTRACT TERMINATION

1. After the termination of the Contract, the Participant:
 - a. has no right to take any action as a Participant of the SATIVA MLM system,
 - b. loses the achieved MLM Statuses and structures in the country and abroad,
 - c. has no right to receive Points and redeem them,
 - d. loses the right to use the Online Store and the CRM Office,
 - e. has no right to present the Products or the SATIVA MLM system,
 - f. ceases to use marketing materials bearing the SATIVA marks,
 - g. is obliged to return any materials received from SATIVA,
 - h. loses the right to use the SATIVA ONLINE support system,
 - i. is obliged to maintain confidentiality with regard to any classified information obtained in the course of cooperation with SATIVA, including information about the production and features of the Product,
 - j. does not take any action on behalf of SATIVA.

SECTION VIII DEFINITIONS

1. ACCOUNT – a functionality of the Online Store, identified by an individual name (nickname) and secured with a password provided by the User, containing a collection of resources in the Participant's ICT system, in which the data of other Participants are collected, including information about placed orders. Through the Account, the Participant gains access to the SATIVA MLM system on the terms set out in the Terms and Conditions of Participation.
2. ADMINISTRATOR – a person with the highest privileges within the structure, who can influence the functioning of the entire structure and individual Participants.
3. AUTOMATIC SHIPPING – a function that can be enabled on the Participant's Account, thanks to which the ordered Products are sent on a specific day of the month without the need to confirm the order each time.
4. BINARY STRUCTURE – a system in which new people are placed by the IT system on the left or right side of the structure.
5. BONUS – calculated in Points and received by the Participant in the case of purchasing Products or building the Participant's team in the SATIVA MLM sales system. Bonuses are listed in the Remuneration Plan.
6. CIVIL CODE – a legal act that systematizes civil law relations between legal entities and natural persons. It regulates both property and non-property relations. Civil Code of 23 April, 1964 (Polish Journal of Laws No. 16, item 93, as amended) is applicable.
7. CODE OF ETHICS – a catalogue of ethical standards and behaviours that define the conduct and behaviour of the SATIVA MLM system Participants. It is a set of ethical principles and values that set standards of conduct, regulates the rules of conduct, dispute resolution, fair presentation of Products and SATIVA.
8. COMMISSION – Points that may be awarded to the Participant, resulting from the Participant's MLM structure and the sale of SATIVA Products, as specified in the Remuneration Plan.
9. COMMISSION-BASED REMUNERATION – the possibility of using the awarded Points by the Participant conducting business activity in the form of payment of a given number of Points in PLN, based on the issued VAT invoice.
10. COMPRESSION – compression of inactive accounts allows each active Participant to count the full pool of Points from the "Structural Commission" from all seven levels. Compression is only used to calculate the Structural Commission.

11. CONTRACT – concluded on the basis of the submitted Declaration of Participation, specifying the rules of participation in the SATIVA MLM system. The following are an integral part of the Contract: Terms and Conditions of Participation, Privacy Policy, Terms and Conditions of the Online Store and the Code of Ethics.
12. COOKIES – text files stored on devices and on websites operated by SATIVA.
13. CRM OFFICE – a place in the SATIVA system where the Participants manage their data, have access to financial reports and MLM structures.
14. DECLARATION OF PARTICIPATION – submitted by a new person in order to become a Participant of the SATIVA MLM system, as a result of submitting the Declaration of Participation and accepting its attachments: Terms and Conditions of Participation, Terms and Conditions of the Online Store, Privacy Policy and Code of Ethics; a Contract is concluded between SATIVA and the Participant.
15. DISCOUNT – Participant's right to use the accrued Points to reduce the selling price of the Products purchased by the Participant, according to the proportion of 80:20, on terms described in the Terms and Conditions of Participation.
16. ELECTRONIC SERVICE – a service provided electronically within the meaning of the Act of 18 July, 2002 on the provision of electronic services (Polish Journal of Laws of 2002, No. 144, item 1204, as amended) (hereinafter also: "Act on the provision of electronic services").
17. GLOBAL REVENUE – SATIVA's total monthly revenue from the sale of Products.
18. IT SYSTEM – an IT tool for managing the sale of Products by SATIVA, operating the SATIVA MLM system and creating SATIVA MLM structures. The IT system provides access to all necessary tools, generating reports and performing analysis based on the collected data.
19. LINEAR STRUCTURE – a system in which each person invited by a Participant is in the first line of recommendation. It is the primary method of registering new people in the SATIVA system. The Linear Structure has no quantitative restrictions.
20. MONTHLY QUALIFICATION – (Active Status) entitles each Participant to receive commissions and bonuses resulting from the Remuneration Plan. The minimum value of Product purchases in the Online Store for a given settlement period to obtain monthly qualification is 20 (twenty) points.
21. ONLINE STORE – available at: sativalife.eu, offered in the Polish language and its translation into foreign languages, depending on the option selected, where open online sales of products and services are available and posted on the sativalife.eu website.
22. ORDER – Participant's declaration of intent aimed directly at concluding a Product Sales Contract with the Seller (SATIVA), specifying the type and number of Products.
23. ORDER FORM – functionality of the Online Store that allows to place an Order.
24. OWN PURCHASE – purchase of Products made by the Participant who allocates the purchased products for their own use or for the immediate family. Own purchase is the main condition that allows Participants to accrue Points as part of commissions and bonuses, and any gratuities resulting from the Remuneration Plan.
25. PARTICIPANT – an entity: a commercial company or a natural person over 18 years of age with full legal capacity who has submitted a Declaration of Participation, concluded a Contract and accepted Terms and Conditions of Participation, Terms and Conditions of the Online Store, Privacy Policy and the Code of Ethics. Participants may run a business. They are registered in the Sales System and they made their own purchase of Products.
26. PARTICIPANT ACCOUNT – a position in a Binary and / or Linear Structure taken by the Participant. The Participant Account includes all the privileges, bonuses and benefits achieved by the Participant resulting from the Remuneration Plan.
27. PERCENTAGE VALUE – determines the percentage of the individual elements of the Remuneration Plan. It refers to the share of the product's point value and the sum of the accumulated points of the Participant's Team at the end of the relevant settlement period.
28. PERSONAL DATA – any information enabling the identification of a natural person.
29. PERSONAL DATA CONTROLLER – SativaLife.eu Sp. z o.o., with headquarters in Kraków, ul. Jabłonna 9, 31-231 Kraków, entered into the Register of Entrepreneurs kept by the District Court

- for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register KRS 0000898591, NIP 9452244567, REGON 388835994.
30. PERSONAL DATA PROCESSING – collecting, storing, sharing, deleting information regarding the identification of a natural person or legal entity.
 31. POINT VALUE – a settlement unit used to calculate Points resulting from the Remuneration System to Participants. The conversion rate for the purposes of participation in SATIVA MLM, applicable in Poland, is 1 point = PLN 10. The point value is different for each country.
 32. PRESENTING PERSON – a person who introduced the Participant to the possibilities of the SATIVA MLM system. They do not have to be related to a new person registering to the system. This could be anyone associated with SATIVA.
 33. PRIVACY POLICY – a document setting out the rules for the use of Participants' personal data in accordance with the GDPR and the conditions for using SATIVA trademarks. The Privacy Policy is the rules under which the Participant may use the information and materials received as part of cooperation with SATIVA.
 34. PRODUCT – goods or services intended for sale, offered to Participants via the SATIVA Online Store.
 35. RECOMMENDATION LINE – consists of all persons directly registered by the Participant. People registered by people from the first recommendation line are on the second recommendation line. The recommendation line is an essential element of the Linear Structure. The recommendation lines are the successive levels of the Linear Structure; their number is unlimited.
 36. REFERRING PERSON – a person who sent the Participant their referral link to register to the SATIVA system. They told the Participant about the Products or the possibilities of the SATIVA MLM system. The Participant will be directly on their team. If the Participant does not specify a referring person, they will be assigned to one in the system.
 37. REGISTRATION – a functionality of the SATIVA system that allows to create Accounts in the Online Store.
 38. REMUNERATION PLAN – part of the Terms and Conditions of Participation, specifying the rules for awarding Points to Participants of the SATIVA system.
 39. REMUNERATION SYSTEM – set of all rules, circumstances and relationships between Participants, affecting the points awarded from individual elements, which include commissions and bonuses. The basic part of the Remuneration System is the Remuneration Plan.
 40. SALES CONTRACT – contained in Terms and Conditions of the Online Store, regulates the relations regarding the sale of Products in the online store between SATIVA and the Participant.
 41. SATIVA – SativaLife.eu Sp. z o.o., with headquarters in Kraków, ul. Jabłonna 9, 31-231 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register KRS 0000898591, NIP 9452244567, REGON 388835994, which is a manufacturer and distributor of products containing CBD oil.
 42. SATIVA ONLINE SYSTEM – an innovative and proprietary IT tool with educational materials (company materials) and a dashboard. The system includes a set of tools to help develop participation in the SATIVA MLM system.
 43. SELLER / SERVICE PROVIDER – SativaLife.eu Sp. z o.o., with headquarters in Kraków, ul. Jabłonna 9, 31-231 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register KRS 0000898591, NIP 9452244567, REGON 388835994.
 44. SETTLEMENT PERIOD – period starting on the first day of the month and ending on the last day of the month in which Participants are awarded Points. Transactions that have been paid for are included in the settlement of all commissions and bonuses.
 45. STATUS – a place in the qualification structure that entitles Participants to accrue Points from the Remuneration Plan. All privileges, bonuses and benefits are calculated in accordance with the Status held or earned after the end of a settlement period.

46. STRUCTURE – a system in which new people are placed by the IT system under people already registered in a Linear or Binary Structure. The structure can be unlimited, as new people are referred and registered by people already in it. The structure can develop horizontally or vertically. Graphically, it has the appearance of a tree, in which the dependencies related to registration between people visible in it are marked.
47. TERMINATION OF THE CONTRACT, IMMEDIATE EFFECT – a situation in which the Participant's Contract with SATIVA is terminated without notice in order to prevent further violations of the Contract, Terms and Conditions of Participation, Terms and Conditions of the Online Store, the Privacy Policy or the Code of Ethics.
48. TERMS AND CONDITIONS OF PARTICIPATION – a document containing basic principles, standards and templates regarding participation in the SATIVA MLM system, resulting from the mission, vision and organizational culture of SATIVA. The rules and principles of conduct contained therein constitute an agreement between all Participants of the SATIVA MLM system; it is an integral part of the Contract.
49. USER – a legal entity or a natural person over 18 years of age with full legal capacity that uses the functionalities available in the sativalife.eu online store, administered by SATIVA.
50. WEBSITE, WEBSITES – a website or websites operated by SATIVA, under the sativalife.eu domain and other domains related to the business conducted by SATIVA.
51. WORKING DAY – any day from Monday to Friday, excluding public holidays.
52. 75% LIMIT – the limit value is 75% (seventy five percent) of SATIVA's total monthly turnover. The limit is intended to cover the costs of SATIVA's operations and the operation of the SATIVA MLM system. The application of the limit applies to each settlement period separately and may be used in those settlement periods in which the payments exceeded by more than 75 (seventy-five) percent of the total monthly accrual of Points for all Participants in total.

SECTION IX FINAL PROVISIONS

1. CHANGES TO TERMS AND CONDITIONS

1. SATIVA reserves the right to make changes to the Contract, the Terms and Conditions of Participation, the Privacy Policy, the Terms and Conditions of the Online Store, the Code of Ethics as well as the prices of the Products, the availability of the Products, and the composition of the Products.
2. The Participant shall be informed about any changes to the above-mentioned documents via an email sent to the email address provided during registration and after logging in to their CRM office.
3. Any changes shall be effective from the time they are published or from the date indicated, except for changes the implementation of which is necessary immediately and SATIVA would not be able to postpone them.
4. The Participant shall keep track of any information and emails from SATIVA.
5. In the event of discrepancies between the previous and current versions of documents, the content of the current documents (after changes) is valid and up-to-date.
6. If the Participant does not agree to the proposed changes to the above-mentioned documents, i.e. the Agreement, Terms & Conditions of Participation, Privacy Policy, Terms & Conditions of the Online Store, the Code of Ethics, he has the right to terminate the Contract with a notice period of 1 (one) month by submitting a relevant declaration to our email address: biuro@sativalife.eu.

2. CONSISTENCY OF PARTICIPATION CONDITIONS

1. The Contract, the Terms & Conditions of Participation, the Privacy Policy, the Terms & Conditions of the Online Store, the Code of Ethics constitute a complete set of documentation specifying the rules of participation in the SATIVA MLM system.
2. Under applicable law, which may vary from country to country, some provisions in this document may turn out to be invalid, unenforceable or ineffective. The invalidity, unenforceability or ineffectiveness of such provision does not affect the validity of the remaining provisions of the Contract and the Terms & Conditions of Participation, which are considered binding. SATIVA shall strive to adapt its documentation to the applicable laws in each country where SATIVA officially operates and its products are sold.

3. TRANSFER OF RIGHTS

1. The Participant's account and the associated rights and privileges – as a whole – may be transferred by the Participant only to persons belonging to the first and second lines of kinship (parents, children, grandparents, grandchildren, siblings) and to the spouse. In the event of sale to a person other than indicated in the sentence above, SATIVA's consent is required.
2. Each time the transfer is made, the Participant and the buyer shall notify SATIVA in writing.
3. The effectiveness of the transfer depends on the buyer expressing the required consents: on the processing of personal data and on the acceptance of the Terms & Conditions of Participation, Terms & Conditions of the Online Store, Privacy Policy, Code of Ethics – with immediate effect and compliance with the requirements set out in these Terms & Conditions of Participation.
4. The Participant's account and the associated rights and privileges – as a whole – are inherited in accordance with the provisions of these Terms & Conditions of Participation.

4. CONTACT DETAILS

All correspondence intended for SATIVA should be sent to the following address:

SativaLife.eu Sp. z o.o.
ul. Jabłonna 9, 31-231 Kraków

or

to the correspondence address published on sativalife.eu

All applications and notifications directed to SATIVA LIFE should be sent to the email address indicated below:

biuro@sativalife.eu