

Terms of Use for www.amway.at

By using our website, you agree to comply with the following terms of use. We are also glad to send you the terms of use for www.amway.at via e-mail.

The Website Terms of Use may be updated from time to time. Updated versions will be posted on the Amway Website and are effective immediately. When using the Amway Website, you should regularly verify whether the Website Terms of Use have been updated or amended. In addition, for Amway Business Owners (“ABOs”) and Special Members, the Amway Rules of Conduct is applied.

This website is intended only for use from and in the Republic of Austria and is subject to Austrian law. Amway disclaims any liability and responsibility for use of the Amway Website from other countries.

I. General Terms of Use for www.amway.at

The Amway website (www.amway.at) offers information on Amway, the Amway business opportunity, as well as Amway products and services.

1. Password Protection

The password protected section of this website are intended exclusively for self-employed Amway Business Owners and their customers, as well as the Special Members of Amway Gesellschaft m.b.H. in Austria.

(a) Special Members have access to selected sections of www.amway.at. The sections not accessible for Special Members apply to commercial activities of Amway Business Owner.

(b) Amway Business Owners may provide access to selected sections of the website to their customers under certain circumstances.

(c) If you do not know any Amway Business Owner and would like to contact one, please fill in the contact form on www.amway.at. Amway Gesellschaft m.b.H. will pass on your information to an Amway Business Owner.

Please note: Passwords should not be given to third parties and must be protected from unauthorized access. If you become aware of any unauthorized use of your password, you should notify Amway Gesellschaft m.b.H. immediately. Amway Gesellschaft m.b.H. disclaims any liability and responsibility for damage caused as a result of improper use of passwords.

2. Data Entry and Use / Amway Privacy Policy

All personal data which you submit to use while using this website is treated by us in accordance with Amway Privacy Policy. All information provided to Amway during the use of the Amway Website must be **correct, complete and up to date** while using the website. If we have reason to believe that incorrect information was submitted, access to the website may be restricted or blocked.

3. Use of Website Contents

Website Materials may only be reproduced, distributed, published or otherwise publicly presented based on a prior written consent by Amway Gesellschaft m.b.H.

Business Owners and Special Members of Amway Gesellschaft m.b.H. Austria are granted to download, save, and print unaltered materials published on Amway Websites, if this is for personal use in their activities as a Business Owner or Special Member. In doing so, please ensure that the information is up-to-date.

Any existing notices concerning Notice of Rights may not be removed or altered. This Right to Use ends when the business partnership ends and does not require a separate cancellation notice. In the event of termination, the ABO must delete or destroy all stored, printed or copied materials, unless they must be retained to comply with legal requirements.

The use of images and videos which have been published on www.amway.at shall always be subject to the previously given explicit and written consent by Amway Gesellschaft m.b.H.!

4. Links to other websites

Amway Gesellschaft m.b.H. Austria are not responsible or liable for the information or materials made available by third parties websites which may be accessed via a link placed on www.amway.at or which are mentioned elsewhere on www.amway.at.

Amway Gesellschaft m.b.H. Austria does not assume ownership of the contents of such websites. Amway Gesellschaft m.b.H. Austria furthermore does not assume liability for products and services offered on such third

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party websites. We encourage you to read the terms of use and privacy statements of all third party websites before using such websites or submitting any personal data or any other information on or through such websites. Amway Gesellschaft m.b.H. Austria is also not responsible for business agreements between self-employed business owners or special members and the operators of such third party websites.

5. **Links from other websites to the Amway Online**

Inserting links from third party website to www.amway.at requires the prior written consent of Amway Gesellschaft m.b.H. Such authorizations are generally only granted for links targeting homepage of www.amway.at, and can be withdrawn anytime.

6. **Liability**

Amway Gesellschaft m.b.H. Austria shall only be liable for damages from the use, performance, or query of this website, or in connection with these, if these occurred intentionally or due to gross negligence. Diverging from this regulation, Amway Gesellschaft m.b.H. shall be liable for damages to life, body, or health also in cases of ordinary negligence. Liability for indirect damages, subsequent damages and lost profits shall be excluded in any case.

7. **Violation of the Terms of Use**

In case of a violation of these Website Terms of Use, particularly in case of use of the Amway Website or individual materials of the Amway Website for other than its intended use, access to the Amway Website may be restricted or blocked.

8. **Other provisions**

Amway Gesellschaft m.b.H. reserves all rights concerning the design and contents of the website. Amway Gesellschaft m.b.H. reserves the right to completely or partially modify, block, or close this website at any time. The "Amway" name, the Amway logo, all product and commercial designations, as well as logos and graphics on the website are trademarked for Alticor Inc. (Ada, Michigan, USA), Amway Gesellschaft m.b.H. or their affiliated companies, unless otherwise noted, or unless these are names, brands, and logos of partner stores.

9. **Choice of Law and Jurisdiction**

For the use of www.amway.at and these Website Terms of Use are subject to the law of Republic of Austria. Insofar as the law allows, for disputes from or in connection with the use of www.amway.at and these Terms of Use, the exclusive venue shall be agreed to be Vienna.

II. **Special Terms of Use for Customers of Online Shops operated by Amway Business Owners at www.amway.at**

1. **Access**

Please contact your Amway Business Owner directly if you wish to have access to this online shop on www.amway.at. He or she will then be able to register you as a customer. The registration will be transferred to Amway Gesellschaft m.b.H. and you will receive your personal access information directly via e-mail. During your first visit to the online shop of your Amway Business Owner, you will be asked to change your password.

If you do not know any Amway Business Owner, please fill in the contact form on www.amway.at. Amway Gesellschaft m.b.H. will pass on your information to an Amway Business Owner in your area.

2. **Pricing and Product Information**

Information about our products and our prices is available in the online shop.

3. **Order – Conclusion of Contract**

Select products you wish to order and place them in the "shopping cart". Here, you may also indicate the number of items you wish to order. Once you have completed the selection of your products, please click on the button "Place Order".

Your order will be transmitted to your Amway Business Owner for transmission to Amway Gesellschaft m.b.H., Lohnergasse 2, A-1210 Vienna. As part of the order, you are authorizing Amway Gesellschaft m.b.H. to send the ordered products for the purpose of their final delivery to the Business Owner. With the order, you are entering into a binding contractual offer. Reselling of the products by the person placing the order (final customer) is not permitted.

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Please note:

Your order will not be directly submitted to Amway Gesellschaft m.b.H. In case of any questions, your exclusive point of contact is your Amway Business Owner.

4. Delivery

The delivery from the Amway Business Owner to the end consumer shall be free of charge.

5. Availability

If particular products are not available from Amway at the time of your order placement. This will be indicated at the time you make your selection. At that point in time, you will not be able to select this product through www.amway.at. If at the time of delivery to the Amway Business Owner particular products are unavailable, the order will be delivered without these products. You will receive an order confirmation from your Amway Business Owner via email.

6. Payment Method

Your payment is due at the time of delivery of ordered products and shall be made to the Amway Business Owner. Amway Gesellschaft m.b.H. granted the Amway Business Owner for the duration of the existing contractual relationship with Amway Gesellschaft m.b.H. the authorization to deliver ordered goods and collect invoice amounts in the name of and on invoice of a third party. The delivery to the customer and the collection of amounts is only permitted upon simultaneous delivery of the proper invoice issued by Amway to the customer.

7. Right of Withdrawal

You have the option to unconditionally withdraw from this order in writing within a period of 7 working days – Saturday not counting as a working day. The period begins on the day of receipt of the ordered goods. In order to observe this period, the declaration of withdrawal or the goods should be sent to the Amway Business Owner on time.

8. Amway Satisfaction guarantee

Amway guarantees the quality of its products. If a customer is not satisfied with a purchased product, he or she may return the product or the unused amount in the following manner:

Customers shall return the product to their Amway Business Owner. The Amway Business Owner shall be authorized by Amway and offer the customer the option of a replacement or free of charge exchange, a credit towards the purchase of a different product, or a refund of the full purchase price.

If the customer is unable to contact his or her Amway business owner, he or she may write to the following address:
Amway Gesellschaft m.b.H., Lohnergasse 2, A-1210 Vienna

As part of its satisfaction guarantee, Amway differentiates between consumable products and products of daily use. Compared to consumable products, all Amway daily use products (as indicated by their proper symbol) are subject to a limited satisfaction guarantee of 90 days from the invoice date. If Amway daily use products are subject to a quality guarantee which extends beyond this satisfaction guarantee (as indicated by their proper symbol), this quality guarantee is enclosed with the respective product as a guarantee certificate.

Amway's Satisfaction Guarantee only applies to end users. It does not apply to products which were haphazardly damaged or used outside their specific usage. Guarantee services do not result in an extension of the guarantee period nor do they reset the beginning of the guarantee period. Guarantee claims due to legal regulations (especially supplementary performance, cancellation, reduction, compensation) shall not be restricted by these guarantees.

9. Other provisions

Further information about individual products or your orders can be obtained from your Amway Business Owner.