

## YOUNIQUE General Conditions of Sale (“GCS”)

### IDENTIFICATION OF SELLER

Younique Products Italy S.r.l. (“YOUNIQUE”)  
Corso Vercelli 40,  
20145 Milano (Italy)  
VAT number: 09724350963  
Registered at the Italian Companies Register with the  
following number: MI 2109973  
Email address:  
[support@yuniqueproducts.com](mailto:support@yuniqueproducts.com)

### GENERAL PROVISIONS

The purpose of these GCS is to establish the specific terms and conditions pursuant to which YOUNIQUE sells to its customers and/or distributors (in each case, the “Customer”) the products offered for sale via the Internet site [www.yuniqueproducts.com](http://www.yuniqueproducts.com) of YOUNIQUE (hereinafter the “Site”). The Customer declares that her or she has been duly informed of these GCS and the Younique Terms of Use (also located on the Site, the “Terms of Use”) before placement of his or her order. As a consequence, approval by the Customer of such order constitutes acceptance of these GCS and the Terms of Use. These GCS and the Terms of Use apply to the exclusion of any other conditions. These GCS and the Terms of Use may be printed and kept by the Customer. YOUNIQUE reserves the right to amend these GCS at any time. The GCS existing on the date when the order is placed by the Customer shall be applicable to such transaction.

### PRODUCTS

The products and their essential characteristics are described on the Site, so that the Customer can be informed before placing an order. YOUNIQUE may change the composition, characteristics, or assortment of the products offered for sale on the Site and their presentation or packaging. Products are offered within the limit of available stocks.

### PRICE AND PAYMENT

The product sale prices are those that appear on the Site when the Customer records his or her order. The

prices are indicated in euro (EUR) and include applicable taxes, but not shipping costs. The shipping costs shall appear on the Site when the Customer records his or her order. Payment is limited to the following payment methods: Visa, MasterCard, and PayPal.

The undertaking to pay given by means of a payment card is irrevocable. By communicating the information on his or her payment card, the Customer authorizes the seller to charge his or her payment card for the amount corresponding to the price all inclusive.

To this end, the Customer confirms that he or she is the owner of the payment card to be charged and that the name on the payment card is actually the Customer’s. The Customer shall provide YOUNIQUE with the sixteen digits and the expiration date of the payment card and, where appropriate, the numbers of the security code.

YOUNIQUE shall implement every means to ensure the confidentiality and security of data transmitted on the Site.

### ORDER

The contract can be concluded in Italian or in English, depending on which version of the Italian Site is accessed by the Customer. Prior to approval of his or her order, the Customer must check the order summary and his or her delivery contact information. Payment is made exclusively online and constitutes the final approval of the order.

The contract will be concluded as soon as YOUNIQUE confirms by email that the order was submitted and when YOUNIQUE has received the wire transfer or transaction approval from the credit card issuer or debit from the Customer.

YOUNIQUE reserves the right to suspend any order if the payment authorization is rejected by financial institutions, and/or in case of a refusal to honor an order issued by a Customer who has not paid a

previous order in full or partially or with whom a dispute exists.

### **DELIVERY**

The products are deliverable and billable only in Italy. The delivery is made and risks are transferred by the physical delivery of the product to the Customer, or to any third party designated by the Customer, other than the transporter proposed by YOUNIQUE. Products are delivered to the delivery address indicated during the ordering process typically within a period of three (3) to nine (9) business days after the contract is made.

### **WITHDRAWAL RIGHT**

Pursuant to Article 52 of the Italian Consumer Code (Legislative Decree No. 206 of September 6, 2005), the Customer shall have a period of fourteen (14) days from the day of receipt of the parcel containing the ordered products, to exercise his or her right of withdrawal without having to explain the decision.

If the Customer exercises the withdrawal right, YOUNIQUE shall reimburse all the payments received from the Customer relating to the order, including the price and the initial product delivery costs. However, if the Customer has chosen an express delivery method for the initial delivery, YOUNIQUE will only reimburse costs corresponding to a normal product delivery. Reimbursement shall be made by means of the same payment method used by the Customer to pay for the products, unless the Customer has indicated otherwise.

The withdrawal right may be exercised by sending notification to YOUNIQUE by mail to the following address: YOUNIQUE CUSTOMER SUPPORT, 3400 Mayflower Avenue, Lehi, UT 84043, USA, or by email through the YOUNIQUE CUSTOMER SUPPORT site at <https://www.youuniqueproducts.com/business/support#.W6PWnq3Mwvo>.

To do so, the Customer may either use the withdrawal form appearing at the bottom of these GCS, or present any other express declaration to withdraw the order. The Customer will then be sent a product return number, and shall mention such return

number when sending back the product(s) to Younique.

In case of withdrawal, the Customer must return the products in perfect resalable condition or in their original packaging duly sealed, at the Customer's expense, to the following address: XPO Logistics, c/o Younique – RMA, Michael-Felke-Straße 13B, 55487 Sohren, Germany, no later than fourteen (14) days after communicating its decision to withdraw.

YOUNIQUE will reimburse the Customer within fourteen (14) days after the day it is informed of the decision of the Customer to withdraw. YOUNIQUE may, however, withhold the reimbursement until it has received the returned products, or until the Customer has supplied evidence of having sent back the goods, whichever is earlier.

### **CONFORMITY, WARRANTY, AND COMPLAINT HANDLING**

If a Customer is not satisfied with a purchase, or for any request related to commercial and legal warranties, the Customer may contact YOUNIQUE CUSTOMER SUPPORT, either by mail at YOUNIQUE CUSTOMER SUPPORT, 3400 Mayflower Avenue, Lehi, UT 84043, USA, or by email through the YOUNIQUE CUSTOMER SUPPORT site at <https://www.youuniqueproducts.com/business/support#.W6PWnq3Mwvo>. YOUNIQUE will acknowledge any complaint within twenty-four (24) hours and will seek to resolve it as soon as possible thereafter.

All the products offered for sale on the Site benefit from the legal warranty pursuant to articles 129 et seq. of the Italian Consumer Code.

When raising a claim on the basis of the legal warranty of conformity, the Customer is given two (2) years from the delivery of the product as set forth in article 132 of the Italian Consumer Code. The Customer can choose between either repair or replacement of the nonconforming product, under the terms and conditions set forth in article 130, paragraphs 3, 4, 5, and 6 of the Italian Consumer Code.

In the cases referred to in paragraphs 7, 8, and 9 of article 130 of the Italian Consumer Code, the Customer may choose between either cancelling the purchase or receiving a price reduction.

#### **APPLICABLE LAW AND COURTS OF JURISDICTION**

These GCS are subject to Italian law. In case of disputes that may arise in relation to the interpretation or performance of these GCS, the forum where the Customer resides shall be competent. Should any dispute arising from any transactions not be resolved directly between Younique and the Customer, there are a number of government-approved and EU-listed certified alternative dispute resolution service providers, including the European Platform for On-Line Dispute Resolution, which can be accessed at <http://ec.europa.eu/consumers/odr/>, but we are not obliged to and do not agree to have our customers' complaints handled by these providers. If you have any questions or complaints about your order or any products delivered to you, please contact us at Younique Customer Support, 3400 Mayflower Avenue, Lehi, UT 84043, USA, or by email through the Younique Customer Support site at <https://www.youniqueproducts.com/business/support#.W6PWnq3Mwvo>.

#### **PROTECTION OF PERSONAL INFORMATION**

Each of Younique, LLC, a company organized under the laws of the State of Utah of the United States of America, with its legal seat at 3400 Mayflower Avenue, Lehi, Utah 84043 USA, and Younique Products Italy S.r.l., an indirect subsidiary of Younique, LLC with its legal seat in Milano, Corso Vercelli 40 (Italy), will process any personally identifiable information ("PII") that a Customer may provide to YOUNIQUE as a data controller. PII is the information that identifies a Customer as an individual or from which the Customer is identifiable, such as a name, address, telephone number, email address, or taxpayer identification number, which the Customer may provide in connection with the purchase of products on the Site, pursuant to this document, or subsequently.

YOUNIQUE will process Customer PII for its legitimate business purposes, including to establish or maintain its relationship with the Customer, to contact the Customer and respond to his or her requests and inquiries, to provide the Customer with services he or she has requested, to keep the Customer informed of products and services YOUNIQUE thinks may be of interest to him or her, to personalize the Customer's experience with YOUNIQUE, to assist the Customer while he or she uses the Site, for business administration, including statistical analysis, to improve the Site, for fraud prevention and detection, and to comply with applicable laws, regulations, and codes of practice. YOUNIQUE may share Customer PII with others, such as its affiliates, its distributors (known as "Younique Presenters"), government entities and regulatory bodies, those with whom the Customer has requested YOUNIQUE to share information, and third parties in order for them to perform services (including, for example, companies that provide YOUNIQUE with technical support and assistance, financial institutions, suppliers, vendors who facilitate delivery of products, and research analytics companies). YOUNIQUE may also share Customer PII as permitted or required by law. YOUNIQUE will retain Customer PII for as long as a Customer remains a Customer and for a maximum of eight (8) years thereafter.

Unless restricted by law, regulation, contract, or professional standards, YOUNIQUE may transfer Customer PII outside of the European Economic Area (the "EEA") to other countries for the purposes described above, including to countries that may not provide a similar or adequate level of protection to that provided by the EEA or Switzerland (including, for instance, the United States). To provide adequate protection for PII received in the United States from the EEA and/or Switzerland, YOUNIQUE has self certified its compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks (collectively, the "Privacy Shield Frameworks"), as set forth by the U.S. Department of Commerce, and adheres to the Privacy Shield Principles regarding the collection, use, and retention of PII transferred from the EEA and Switzerland to YOUNIQUE in the United States. To learn more about the Privacy Shield Frameworks, and

to view YOUNIQUE'S certification, please visit <https://www.privacyshield.gov/>.

with the competent authority (Comissão Nacional de Proteção de Dados – <https://www.cnpd.pt/>).

### MODEL WITHDRAWAL FORM

Individuals in the EEA and Switzerland have certain data subject rights, which may be subject to limitations and/or restrictions. A Customer may exercise these rights of access, rectification, erasure, portability, and restriction of processing and objection at any time. To do so with respect to YOUNIQUE, a Customer may send an email to [privacy@yuniqueproducts.com](mailto:privacy@yuniqueproducts.com), or regular mail to Yunique, LLC, Attention Legal Department, 3400 Mayflower Avenue, Lehi, Utah 84043, USA. The Customer should include his or her name and the right he or she wishes to exercise in the request. YOUNIQUE will request the information necessary to verify your identity. You may also lodge a complaint

The provision of PII by a Customer is necessary in order for YOUNIQUE to fulfill its legal and contractual obligations to that Customer and for the other purposes identified above where in YOUNIQUE's legitimate interests. A Customer is under no obligation to provide any PII. However, if a Customer chooses to withhold requested information, YOUNIQUE may not be able to provide the Customer with certain services, including managing and fulfilling any requested purchase orders

For additional information on YOUNIQUE's privacy practices, please see YOUNIQUE's Privacy Policy located on the Site at <https://www.yuniqueproducts.com/business/privacy#.XA7le3RKiUk>.

**Effective: February 2019**

(Please fill out and return this form only if you would like to withdraw from a purchase)

To the attention of YOUNIQUE CUSTOMER SUPPORT, 3400 Mayflower Avenue, Lehi, UT 84043, USA; or Email: <https://www.yuniqueproducts.com/business/support#.W6PWnq3Mwvo>

- I/We (\*) hereby notify you (\*) of my/our (\*) withdrawal from the contract related to the sale of the product (\*) below
- Ordered on (\*)/received on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only in case of notification of this form in hard copy)
- Date

(\*) Delete as appropriate