

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS FOR BUSINESS PARTNERS

LavaVitae GmbH (hereinafter referred to as "LavaVitae") has set itself the task of making the knowledge about the pure natural product zeolite clinoptilolite and the corresponding products available to the general public. LavaVitae has developed a business idea in which everyone can profit in a variety of ways: Both through the beneficial effect of the products, as well as the opportunity to do something good for other people while earning additional income.

1. Scope and applicable law

1.1 The business relationship between LavaVitae and the business partners is exclusively governed by these General Terms and Conditions, as well as by the payment schedule available at <https://www.lavavitae.com/en/compensation-plan> (collectively, the "General Terms and Conditions"). The General Terms and Conditions also apply to all future legal transactions, even if not expressly referred to. The valid general terms and conditions are available on the website of LavaVitae at <https://www.lavavitae.com/en/terms-partner>.

1.2 Contradictory, deviating or supplementary General Terms and Conditions of business of the business partner shall not become a contractual component, unless LavaVitae expressly agrees to their validity for the respective particular legal transaction.

1.3 Austrian law applies to the exclusion of the UN purchase law and the references to Austrian and European private international law.

2. Offer and conclusion of contract

2.1 The presentation of a product on lavavitae.com is not a binding offer of LavaVitae. By confirming the "now payable order" button and sending the order for a product, the customer provides a binding offer for the purchase of the products he or she chooses. After sending the order, the customer receives an order confirmation by e-mail to the e-mail address specified by him during the ordering process, with which the purchase contract of the ordered products comes about.

2.2 Any customer who is of legal age and legally competent can decide whether he wants to enter into a business partnership or not.

If the customer decides not to enter into a business partnership, he also does not acquire any claims (in particular commission and other claims) as may be acquired by a business partner. A prerequisite for a business partnership and thus the use of the LavaVitae economic system is initially registration as an advantage customer and subsequent acquisition of a starter label. At the respective valid price and the registration as business partner under lavavitae.com under truthful and complete indication of all data contained in the online form. The business partner is obligated to inform LavaVitae immediately and demonstrably of any changes to his data. The business partner is obligated to inform LavaVitae, upon request, of the correctness of the information, e.g. by presenting proof of identity or a tax assessment. If a customer purchases one of the three Green, Red or Blue Label starter packages under the ID of another customer, the latter will be informed by LavaVitae by e-mail. As a result, the recommender has a period of 60 days from the registration of his recommendation to register as a business partner with LavaVitae in order to remain the recommender and thus the sponsor of this "new" business partner. Otherwise, this right lapses and the new business partner will be assigned to the first business partner in his upline.

2.3 After purchasing a starter label (Green, Red or Blue Label) and registering as a business partner, the business partner receives a partner ID number as well as access to the use of personal back office. By acquiring the starter package, the business partner acquires not only the products of the respective starter label, but also business opportunities.

2.4 A maximum of three starter packages may be ordered per business partner and thus a maximum of three partner IDs can be created and business partnerships concluded. The partner IDs may only be created under the same sponsor or under their own ID. The creation of more than three partner IDs is permitted only on the basis of a reasoned application with the prior written

consent of LavaVitae. There is no right to it. If there is a reasonable suspicion that a business partner has created more than three partner IDs without the consent of LavaVitae, or has created them under different sponsors, LavaVitae reserves the right to immediately delete the unauthorized partner ID. In this case, the business partner loses all claims on commissions, bonuses and similar packages, which are connected with the unauthorized partner ID.

2.5 As long as the business partner holds the status "active", he receives commission according to the remuneration plan. A business partnership is considered "active" if the business partner orders and pays within its personal calculation period (the personal calculation period is the period beginning with the month of the registration and ending next month with the date of the registration minus one month's day according to the remuneration plan page 36) products to the value of at least 12 personal LavaCoins (hereinafter "LC"; "Minimum LC" hereinafter means at least 12 LC) ordered and paid for. If the business partner orders and pays for products to the value of the minimum LC during his personal accounting period, his status remains "active". If LCs are acquired beyond the required minimum LC, a future month with the status "active" is secured for each additional 12 LC acquired (e.g. purchase of a total of 24 LCs in an accounting period thus secures the status "active" for the current and the next accounting period). The maximum period over which the business partner can secure the status "active" for the future is 6 months. An upgrade to a higher starter label (for example from Green to Red or Blue Label) is possible at any time in the back office and is charged with an administration fee of € 29. The voucher codes contained in the Starter Label are not cashable, but are used exclusively for the purpose of forwarding them to interested parties.

2.6 The business partner undertakes to keep the access or login data as well as his partner ID in such a way that the use of this data is excluded by third parties.

3. Prices, shipping and handling costs, payment

3.1 The prices stated on www.lavavitae.com are in Euro and contain the applicable statutory value-added tax. In addition, the shipping costs and processing fees, depending on the respective recipient country, are payable at <https://www.lavavitae.com/en/delivery>

3.2 The purchase price for ordered products, the shipping costs and processing fees are due for payment immediately upon receipt of the order confirmation. Payment is to be done by credit card, PayPal, advance payment or direct transfer. In the case of prepayment, the payment shall be promptly made after receipt of the order confirmation, specifying the partner ID. The goods will be sent to the LavaVitae account after receipt of the payment. If payment is made with a credit card, PayPal or direct transfer, the specified account will be debited immediately upon receipt of the order.

3.3 If a business partner has subscribed to a monthly subscription of products, payment of the subscription is due no later than 10 days before the date of dispatch of the products. Payment can also be made by means of a permanent order. Shipping is done after payment has been received. In the case of bank transfers, you must specify the partner ID for the purpose of payment.

4. Delivery, delay, reservation of title

4.1 The Starter Label (Green, Red or Blue Label) is dispatched within 7-10 business days after receipt of payment. The goods of the subscription will be sent after receipt of payment. LavaVitae is responsible for the delivery times and dates indicated. Unless otherwise agreed, they are non-binding and always take the form of the foreseeable date of dispatch to the business partner. Cancellation of the contract by the business partner due to delays in delivery is only possible with a two-week grace period. The cancellation is to be done in writing.

4.2 Place of fulfilment is the seat of the LavaVitae in Villach. The cost and risk of transport is borne by the business partner. Unless otherwise agreed, delivery shall be made to the delivery address indicated by the business partner at the time of the order.

4.3 LavaVitae tries to ship the products in one delivery. If this is not possible, LavaVitae is entitled to partial deliveries without additional shipping charges.

4.4 Each delivered product remains the property of LavaVitae until complete payment. Before complete payment, the business partner is not entitled to transfer or consume the goods.

5. Termination of contract

5.1 The business partner is entitled to terminate a business partnership without giving reasons and without observing a period of notice at the end of the calendar month by e-mail to support@lavavitae.com.

5.2 The contracting parties are also entitled to terminate the business partnership with immediate effect without observing a deadline. In particular, an important reason is considered by LavaVitae (i) if the business partner who has reached career level 6 or higher of the remuneration plan is active for a competitor (cf. Section 6.9), (ii) the business partner infringes essential provisions of the General Terms and Conditions (cf. Section 10.4) or the company LavaVitae, in whatever manner, especially if he applies with more than three partner IDs (cf. Section 2.4), (iii) he is insolvent under the Insolvency Order ("Insolvency Ordinance") (iv) in the case of another important reason expressly stated in these General Terms and Conditions.

5.3 If the business partner does not order and pay a product with a minimum value of 12 Minimum LC within his personal calculation period, the status of the business partnership is automatically changed from "active" to "deducted". The duration of a business partnership with the status "deducted" is max. 6 months. From the moment of the change of the status to "deducted", the business partner is no longer entitled to collect LC and also receives no team provisions, as well as no possible "bonuses" according to the remuneration plan. Direct commissions (see current remuneration plan) remain unaffected, and business partners with the status "deducted" are still being accrued and paid out. The date on which the business partner with the "deducted" status once again ordered and paid for a product with a value of at least 12 units, the business partner is again given the "active" status (exception: Payment by advance payment - in this case, the business partner will not receive the status "active" until the next business day after crediting the respective invoice amount in the bank account of LavaVitae). From this point onward the business partner is again entitled to collect LC and to earn team provisions according to the compensation plan. If the business partner once again assumes the "deducted" status, the period of the business partnership with the "deducted" status of a maximum of 6 months begins anew.

5.4 If the business partner does not order and pay for a product with a value of at least 12 LC for a period of 6 months after the change of his "deducted" status, the status as a business partner irrevocably ends. The business partner receives the status "customer" in the LavaVitae system and loses any claim on commissions, bonuses and such from this point onward. The payment obligation of the business partner for products already received shall remain unaffected by the termination of the business partnership.

5.5 In the case of the ordinary termination of the business partnership or the change of the status in "Customer", the business partner's access to the back office remains active for a period of two weeks. Commissions earned up to the date of termination of the business partnership are primarily used to cover outstanding liabilities of the business partner. Any remaining balance may be requested by the business partner through the back office or after its suspension, for a period of three years from the end of the business partnership via the support of LavaVitae via support@lavavitae.com. If the business partner wants to conclude a business partnership again after his status change in "customer", this is possible at any time under the same sponsor. The creation of a new partner ID and thus a new beginning of a business partnership after a regular termination under another sponsor requires a waiting period of six months from the end of the original business partnership. In the case of a termination for important reasons, the access to the back office is immediately blocked and closed by LavaVitae. Any remaining balance is transferred to the last known bank account of the business partner.

6. Provisions and conditions of the LavaVitae system

6.1 The business partner explains the LavaVitae Compensation Plan, which is an integral part of the General Terms and Conditions and is available for download on the website at <https://lavavitae.com/en/compensation-plan>.

6.2 Bonuses and commissions earned according to the LavaVitae Compensation Plan will be credited exclusively on the specially created ID account (partner account) in the back office of the business partner (Income World 1 and 2: weekly – Income World 3: monthly) The business partner can transfer his credit to his Giro account or to the Payoneer prepaid card. Requested withdrawals will be given instructions within five banking days after the application for the payment of LavaVitae. The business partner's ID account (partner account) is charged per commission transfer with a country-specific transaction fee, which is at least EUR 0.50.

6.3 The commission entitlement of the business partner from the Level bonus billing is limited by the premium rate per week (depending on the starter package) according to the provisions of the remuneration plan (= per week). The value exceeding the maximum limit during the billing period shall be forfeited as a whole and will not be carried as a credit into the next billing period.

6.4 The possibility of a sponsor change is to be negotiated separately with LavaVitae in individual cases. There is no claim for this. A request for this can be sent by e-mail stating the facts to support@lavavitae.com.

6.5 The business partner is not entitled to resell zeolite products unless he has the appropriate trade license as a medical product consultant, but he is given the opportunity to purchase a larger quantity of zeolite products per calendar month in order to meet the personal requirements of his nearby environment (family, relatives and acquaintances) as well as for various advertising and marketing campaigns. Re-sale over the Internet is strictly forbidden for all LavaVitae products.

6.6 LavaVitae provides the business partner with a back office. The costs of LavaVitae for the provision as well as the maintenance of the back office are covered by the order and payment of a starter package (except: Budget accounts and BMS system are paid tools according to T&C of time4change)

6.7 From certain career levels, LavaVitae's compensation plan can be offered to the business partner, which is individual and is not included in the compensation plan. The corresponding terms and conditions shall be disclosed separately to the business partner.

6.8 Once the LavaVitae career level has been reached, the career level remains the same throughout the active or deducted business partnership. However, ongoing commissions and bonuses are paid only on the basis of the career level, in accordance to "Compensation Plan - qualification to the next career criterion Section 3" (see Compensation Plan page 33/34) for which the partner has qualified in the previous month.

6.9 If a business partner reaches career level 6 of the compensation plan, he is committed not to undertake to operate in any way whatsoever, dependently or independently, for the duration of his business partnership for a competing company of LavaVitae or its affiliates (§ 228 UGB) or to acquire an indirect or direct interest in such a competing company or to assume an executive role in such a competing company. Furthermore, he undertakes not to pursue any activities whatsoever for the purpose of acquiring customers or employees of LavaVitae on his own account or to assist third parties in this connection.

7. Proof of commercial activity as business partner and indemnity

7.1 By means of his application, the business partner expressly confirms that he is registered as an independent entrepreneur and not as a consumer at LavaVitae. The business partner assures that he is an independent entrepreneur and not an employee, shareholder, agent, representative or franchisee of LavaVitae. LavaVitae is entitled at any time to demand the submission of the trade license or the justification of why it was not requested.

7.2 The business partner asserts that he is responsible for compliance with the legal conditions of his business activities. This applies, in particular, to the statutory obligation to register his trade and to pay taxes, social security contributions and other taxes. The business partner is aware that he is solely responsible for the settlement of all taxes, contributions, expenses and other costs arising from his independent activity, in particular also for travel, food, accommodation, secretarial services, teleconferences and other expenses.

7.3 The business partner ensures that his information is true. In the case of untruthful data, LavaVitae is entitled to terminate the business partnership with immediate effect and to exclude the business partner from all claims from the LavaVitae system. The business partner declares that LavaVitae shall be completely indemnified in respect of all claims resulting from untrue statements, as well as due to non-compliance with its legal obligations.

8. Disclaimer

8.1 Damage claims of the business partner are excluded, unless they are based on intent or gross negligence by LavaVitae. In case of slight negligence, LavaVitae is only liable for personal injury. If the liability of LavaVitae is excluded or restricted, this also applies to the personal liability of LavaVitae to employees, representatives and auxiliary agents.

8.2 LavaVitae is not liable for indirect damages, loss of profit, loss of interest, failure to make savings, consequential or property damage or damage resulting from third-party claims.

8.3 The provisions of the Product Liability Act shall remain unaffected.

8.4 All data and information on the website of LavaVitae, in information brochures and presentations of all kinds, despite carefully processing are non-binding; Liability of LavaVitae is excluded. Furthermore, LavaVitae reserves the right to make changes and additions to the contents at any time without prior notice.

9. Changes in the Terms and Conditions

9.1 LavaVitae is entitled to amend these general terms and conditions and other conditions. LavaVitae will make these changes only for good cause, in particular due to new technical developments, changes in the jurisprudence and legal grounds or other material reasons.

9.2 Amendments require the approval of the business partner. Should the business partner refuse to agree to the amended general terms and conditions, LavaVitae shall be entitled to terminate the business relationship with immediate effect for good cause.

9.3 The amended general terms and conditions or other conditions shall be communicated to the business partner by means of newsletters or otherwise.

10. Data protection, copyrights and PR

10.1 LavaVitae is committed to protecting our business partners' personal data. In the context of the initiation of the contract, the performance of the contract and for the maintenance of business relationships, LavaVitae uses the personal data provided by the business partner. LavaVitae undertakes to use this personal data only to the extent absolutely necessary, and in compliance with the respective legal regulations, and to handle it with care. This use also includes transfer of data to external service providers that are necessary for the fulfilment of the contract (e.g. to the delivery service). For further information regarding data protection, please refer to the privacy policy <https://lavavitae.com/index.php/privacy.html> of LavaVitae.

10.2 The business partner expressly agrees that his data may be passed on to the competent authorities in accordance with the respective applicable tax provisions, in particular in connection with the reporting requirements pursuant to the Austrian EstG and the Italian source taxation.

10.3 The business partner will be informed about offers, promotions etc. by means of a newsletter. The business partner expressly agrees with his order or registration to receive the LavaVitae newsletter until revoked.

10.4 All copyrights and other rights relating to content which are stored on lavavitae.com shall be protected by all business partners. This applies in particular to their use, publication and duplication, whichever is the case or the intention. Business partners are strictly prohibited from independently creating homepages, landing pages, Facebook accounts, etc. with the brand name LavaVitae.

10.5 The business partner can upload photos in the back office. The business partner declares that he is the exclusive user of these photos and does not violate any rights of third parties (in particular copyright and / or rights of use). LavaVitae is not liable for the infringement of rights of third parties and their business partners in this context, it is completely harmless and indemnified (including the costs of legally-friendly representation and any process costs). The business partner already agrees irrevocably that these photos may be published without their further consent and free of charge and may be used by LavaVitae for other purposes (especially advertising purposes).

10.6 A separate agreement shall be concluded with the provider, time4change GmbH, for the use of the paid BMS system in the back office. Inquiries can also be directed to support@lavavitae.com.

11. Ineffectiveness of individual provisions, Jurisdiction

11.1 If one of the above provisions is or becomes invalid in whole or in part, the effectiveness of the remaining provisions shall remain unaffected. The (partially) ineffective provision shall be replaced by a provision that comes closest to the meaning of the (partially) invalid provision.

11.2 The exclusive jurisdiction of the competent courts shall be set at the registered office of LavaVitae.

12. Legal Succession

12.1 The business partner acknowledges and expressly agrees that the renaming of the partner ID by a third party by entering the data of a third party is not permitted. A transfer of the business partnership to a third party is only permitted with the prior consent of LavaVitae.

A legal succession is to be agreed separately with LavaVitae. A request for this can be sent by e-mail stating the facts to support@lavavitae.com.

12.2 The transfer of the partner ID in the case of a succession requires the existence of a legally binding decision on or equivalent, and in the case of several heirs (co-ownership) one person has to be appointed as a joint representative and contact person.

13. Bonus campaigns and contests

13.1 LavaVitae reserves the right to organize bonuses and / or competitions from time to time. The details and additional conditions for the respective bonus action and / or the competition will be announced separately.

13.2 The duration of the bonus action or the competition in which these will be offered, will be indicated on the LavaVitae website or on linking pages of the bonus action or the competition. If such a period is not specified, then the bonus action or the competition ends with the termination of the respective website or the linking page of the bonus action or competition. LavaVitae reserves the right, at its discretion and without giving reasons, to terminate a bonus action or a competition at any time (even prematurely). Nevertheless, LavaVitae allows business partners to set up a personal LavaVitae Facebook page, subject to the conditions of the advertising measures guide <https://www.lavavitae.com/PDF/en/social-media.pdf>. The photos and content used on this personal LavaVitae Facebook page must be verifiably released by LavaVitae before publication, as described in the guide. In any case, the use of specially created and non-approved content is prohibited. Any violation of this provision entitles LavaVitae to immediately terminate the business partnership.

13.3 The business partners participating in a bonus campaign and / or a competition are already irrevocably agreeing that their name, photo and their country of origin may be used free of charge and for undetermined time by LavaVitae for promotional and other purposes allowed.