



# So free

RINGANA GMBH GENERAL TERMS  
AND CONDITIONS  
FOR RINGANA PARTNERS



## Preamble

RINGANA would like to make your engagement as a RINGANA Partner as successful, exciting and inspiring as possible, which means we want to avoid spending too long on the formalities. We have therefore endeavoured to keep these General Terms and Conditions of Business very lean and objective, and to provide a handy summary of the 'legalese' in the margin notes. As you can see, we have made the small print into large print.

The provisions that we deem especially important have been made bold to make them easier to identify. Terms in *italics* are explained at the end of these GT&Cs. Should any aspect still be unclear, you are, of course, welcome to contact us at any time.

## Section 1 Scope

1.1 The Terms and Conditions of Business below (hereinafter referred to as GT&Cs) and the Governance & Communication Rules, which are available to view at <http://www.ringana.com/de/GC> Rules (hereinafter referred to as GC Rules) as an integral part of these GT&Cs), shall form part of any Contract between RINGANA GmbH, Schloss Hartberg, Herrengasse 1, A-8230 Hartberg, Austria (hereinafter referred to as: RINGANA) and the RINGANA Partner (hereinafter referred to as: RINGANA Partner).

1.2 RINGANA shall provide services exclusively on the basis of these GT&Cs and the GC Rules. Other agreements, deviations, additions or General T&Cs of RINGANA Partners shall require express written permission from RINGANA in advance.

1.3 RINGANA shall notify RINGANA Partners of amendments to the GT&Cs or the GC Rules and the date of entry into force by means of a news post on ringana.com. These shall become part of the contractual content upon the date on which the GT&Cs and the GC Rules enter into force.

The name "RINGANA Partner" refers both to male and female persons and is used for the sake of easier reading.

## Section 2 Contract

2.1 A Contract may be concluded with natural persons or legal entities from the European Union and from certain non-EU countries in which RINGANA operates according to the internationalisation sheet (ringana.com). Natural persons must be at least 18 years of age. A Contract may also be concluded with natural persons and legal entities in certain non-EU countries – please refer to the internationalisation sheet. The relevant country-specific partner agreement shall apply and the corresponding registrations and/or evidence must be submitted by the RINGANA Partner in good time.

2.2 Online forms, order forms and application forms shall be regarded as forming part of the Contract. A RINGANA Partner is required to complete the RINGANA Partner application in full and in good order, to select a RINGANA starter kit variant, to sign the application and send the original to RINGANA, as a result of which the Contract is created when accepted by RINGANA, and the RINGANA Partner will receive the selected RINGANA starter kit. Changes shall be made in writing by mutual agreement. Alternatively, applications may also be made via RINGANA.COM or at [www.ringana.com](http://www.ringana.com) using the RINGANA online application facility. By concluding the Contract, RINGANA Partners in Germany shall begin operating as sales representatives. Detailed, country-specific information applicable to Italy (Porta a Porta contract), France (VDI and Mandataire Professionnel) and Switzerland (RINGANA Partner - Collaboration in Switzerland) is available at [ringana.com](http://ringana.com).

2.3 In so far as a legal entity or (general or limited) partnership submits a RINGANA Partner application, a copy of the corresponding extract from the Company Register relating to Registration, and the turnover tax identification number, must also be submitted. Please also check if any country-specific general terms and conditions apply.

Who is permitted to become a RINGANA Partner? Natural persons are people, while legal entities are companies, i.e. private limited companies, for example.

2.4 In the event of a change of control of the legal entity, the continued existence of the RINGANA partnership shall require prior written permission from RINGANA, otherwise the partnership will be automatically terminated extraordinarily in accordance with 9.5 without observance of notice periods.

2.5 A valid bank account is a precondition for operating as a RINGANA Partner.

2.6 Should a married couple or a registered partnership decide to enter into a joint RINGANA Partnership in the sense of a civil-law partnership, both partners must sign the RINGANA Partner application. In the event of divorce or dissolution of a registered partnership, it shall not be possible to separate the RINGANA Partnership and it will be automatically terminated upon the date when the divorce or termination of the registered partnership takes legal effect.

2.7 RINGANA reserves the right to reject RINGANA Partnership applications at its discretion without providing any reasons.

2.8 Retail companies, such as pharmacies, cosmetic/healthcare retailers, and health food stores, as well as beauty salons, beauty farms in hotels and GP practices may only become RINGANA Partners in so far as they do not sell RINGANA products directly to Customers over the counter, irrespective of in what form. Please also refer to the GC Rules, Section III.F.

2.9 Any RINGANA Partner may revoke its contractual declaration within 2 weeks either in writing (e.g. by post, fax, email) or by returning the RINGANA starter kit, without stating reasons. This period shall commence on the day after the RINGANA Partnership application is signed. The timely sending of notice of revocation or the RINGANA starter kit is sufficient to comply with the deadline for revocation. If the party reapplies to become a RINGANA Partner, the RINGANA Partner shall be regarded as a returning Partner and be excluded from New Partner promotions.

RINGANA products are made fresh, and we would prefer it if they did not lose their freshness by being left on the shelf. Protection of patronage should also not be bypassed.

Did you change your mind? No problem.

## Section 3 Protection of patronage/no territorial exclusivity

3.1 Any RINGANA Partner that has registered a Customer with RINGANA for the first time shall be assigned this Customer after the data have been verified and the RINGANA confirmation email has been accepted (protection of patronage), in which case the date of sign-up to RINGANA will be regarded as the effective date of assignment. In so far as two RINGANA Partners register the same new Customer for themselves, RINGANA shall only take account of the Registration that was made first. Protection of patronage for Customers shall exist for one year after the last order if the Customer wishes to continue to receive services from the RINGANA Partner to which he/she is assigned. Even after this period expires, Customers will remain assigned to the RINGANA Partner that served them to date, if they so wish. Please also refer to the GC Rules, particularly Section III.B.1.

RINGANA's protection of patronage will accompany you throughout your activity as a Partner. We would like to ensure that *Customers* and therefore commission are correctly assigned to you, but also that you look after your *Customers* properly.

3.2 Generally speaking, married couples/registered partnerships within the same household are stored under the same RINGANA Partner name in so far as they have provided permission for this.

3.3 The condition of any Registration is that the RINGANA Partner making the Registration had **personal Contact** with the Customer or the Registration was made automatically via the RINGANA Partner's personalised homepage. In the event of contradictory, unclear or ambiguous Registrations, RINGANA reserves the right to decide on assignment on a case-by-case basis.

Simply entering Facebook contacts in our system is not sufficient for registration.

You are responsible yourself for the **registration** of an *interested party*. Your Customer would like to become a RINGANA Partner him/herself. This will ensure that only you will gain the benefit of this.

3.4 Should an individual decide to begin operating as a RINGANA Partner, the provisions in the GC Rules, particularly Section III.B.2., shall apply.

3.5 In the event of differences of opinion on the matter of protection and patronage, RINGANA will find a solution that balances the conflicting interests, which shall then be binding upon all parties concerned.

3.6 RINGANA will provide extensive services for you, such as sending a copy of RINGANA magazine directly to your Customers. Please ensure that data are entered correctly. Your Customer would like to be looked after by someone else. This will only happen with your and our consent. RINGANA shall be free to reject Registrations for whatever reasons. RINGANA shall be entitled to delete names and addresses of Customers from its system if marketing communications and packages are returned with the label "not at this address", "deceased", "not accepted", "not known" or similar and the RINGANA Partner fails to correct the inaccurate data within a reasonable period of time. This shall also apply to duplicate database entries and incomplete data. In so far as RINGANA incurs costs as a result of undeliverable marketing communications and packages, RINGANA shall be entitled to demand reimbursement of the costs from the RINGANA Partner, except if the latter is not responsible for the unsuccessful delivery.

RINGANA will provide extensive services for you, such as sending a copy of RINGANA magazine directly to your Customers and interested parties. Please ensure that data are entered correctly. Your Customer would like to be looked after by someone else. This will only happen with your and our consent.

3.7 In so far as a Customer does not have an email address and does not agree to the computerised processing of his/her data, he/she cannot be registered as a Customer.

3.8 RINGANA employees, persons associated with the company and journalists cannot be assigned to a RINGANA Partner and are therefore excluded from acquisition and protection of patronage.

3.9 A RINGANA Partner shall not have any entitlement to territorial exclusivity.

It is precisely for this reason that protection of patronage exists.

3.10 The RINGANA Partner shall act as an independent business owner. (For RINGANA Partners in Switzerland, this shall apply in accordance with civil law.) It shall not be an employee, independent contractor or any other type of employee of RINGANA, nor shall it be an agent, representative or authorised representative of RINGANA, and it must not present itself as such or give the impression that it is authorised to act on behalf of RINGANA. The RINGANA Partner shall not have any obligation to begin operating and shall be free to determine (without any instructions from RINGANA) its own method of working, place of work, working hours and work objectives for the sale of RINGANA products and the development of its business without any relationship with RINGANA under company law or any similar relationship. No sales requirements or obligations to supply shall exist either. A RINGANA Partner shall have exclusive responsibility for its own compliance with the relevant statutory provisions, including requirements and levies under tax law and social security law in relation to its employees, as well as for obtaining a trade licence/sales representative permit or other country-specific authorisations, and shall determine its place of business, working hours and resources exclusively itself. To this extent, a RINGANA Partner shall ensure that all commission income, as well as other payments, whether financial or non-financial (equivalent monetary value), that it earns or has already earned within the scope of its activities for RINGANA, are taxed properly at its registered office.

3.11 The following provisions shall apply to Swiss Partners:

The independent RINGANA Partner shall bear the full business risks and shall bear all the costs and expenses in connection with its work as a RINGANA Partner itself. Insofar as it is necessary under Swiss social security law, RINGANA shall be obliged to deduct the compulsory social security contributions and any statutory pension contributions from the RINGANA Partner's commission. Further details are set out in the information on social security. The RINGANA Partner shall agree to follow RINGANA's instructions regarding registering with the relevant social security institutions and to inform RINGANA immediately of any changes to its personal data. RINGANA shall reserve the right to withhold any and all payments to the RINGANA Partner if the RINGANA Partner breaches its obligations to cooperate.

## Section 4 Rights and obligations

4.1 A RINGANA Partner is required to protect its personal passwords and login names from third-party access, and to collect, process and use data in its independent operations on the basis of the GDPR.

4.2 RINGANA Partners undertake in their operations to also observe third-party rights, particularly competition law, in respect of competitors, copyright, personality rights and rights under consumer law. The sale of RINGANA products excludes any unfair advertising practices. The statutory provisions regarding the advertising of dietary supplements must be observed at all times.

4.3 RINGANA shall make available marketing and sales materials in order to avoid potential rights infringements. These should provide the RINGANA Partner with protection against violations of the law and provide them with assurance. Please also refer to the GC Rules, particularly Section III.C.

4.4 By concluding a RINGANA Partner contract, a RINGANA Partner declares that it will not be in breach of any other RINGANA Partner contracts or other sales contracts that it has concluded with other companies containing clauses that still have legal effect.

4.5 RINGANA shall define prices and supply conditions; a RINGANA Partner shall not be authorised to recommend products for any sale prices other than those in the current price list.

4.6 A RINGANA Partner shall not be permitted to create a stock of RINGANA products. Please also refer to the GC Rules, particularly Section III.F.

4.7 A RINGANA Partner must not give the impression in the course of trade that it is acting at the instruction of or on behalf of RINGANA. The activity concerns the arrangement of orders, which are confirmed in writing and shipped by RINGANA. Websites, stationery, business cards, vehicle signage, newspaper advertisements, marketing materials and similar must, in principle, feature the additional wording "Independent RINGANA Partner". In this regard, we recommend that the official RINGANA merchandise items are used ("Merchandise"). Please also refer to the GC Rules, particularly Section III.B.2.

4.8 The RINGANA Partner is not permitted to respond to press and blogger queries relating to RINGANA, its products, the RINGANA target plan or other RINGANA services. The RINGANA Partner is required to forward all press queries to RINGANA without delay. Please also refer to the GC Rules, particularly Section III.G.

4.9 All marketing, training and video materials etc. of RINGANA are protected under copyright law. Please also refer to the GC Rules, particularly Section III.C. The absence of any response from RINGANA shall not constitute permission to use such materials.

4.10 RINGANA terms and brands may only be used in domain names in conjunction with a Partner's own surname. All guidelines for Partners' own RINGANA domains are defined in the information sheet on "Personalised Partner Sites".

4.11 RINGANA terms and brands may only be used in page, group or profile names on social networks in conjunction with a Partner's own surname.

4.12 RINGANA Partners expressly acknowledge that RINGANA PACKS, CAPS, DRINKS, and RINGANA SPORT push and boost concern dietary supplements. They must not replace seeking the advice of a doctor. RINGANA products are also not intended to treat or cure illnesses. Please also refer to the GC Rules, particularly Section III.E.

4.13 It is recommended that RINGANA Partners receive the RINGANA newsletter.

4.14 The sale of RINGANA products over the internet is exclusively permitted through official RINGANA Partner websites. It is not permitted to run a self-developed RINGANA web shop in which orders can be placed independently of RINGANA (see information sheet on "Guidelines for websites"). Unofficial information websites may be used for the mere promotion of RINGANA products, however. Self-developed websites must also always carry the wording "These are not official webpages of RINGANA GmbH, Austria" on the homepage. Self-developed websites are permitted

Please adhere to our official documents at all times – this is also in your own interest.

Taxes and levies must be paid. We shall not be liable if this does not happen.

The up-to-date RINGANA price list shall apply at all times. RINGANA Partners are not permitted to grant any discounts.

RINGANA products are made fresh.

Please always refer journalists, bloggers, etc. directly to RINGANA.

The use of materials for which RINGANA enjoys protection is subject to specific rules.

[www.RINGANA-maier.de](http://www.RINGANA-maier.de) would be a permitted domain name.

Please do not make any claims to suggest products provide cures or miracle treatments. RINGANA products are also sold this way.

RINGANA operates a word-of-mouth marketing strategy. Social media and websites can always only serve as an addition to this.

if they only constitute an addition to marketing materials and if the primary aim of the activity is deemed by RINGANA to serve as word-of-mouth marketing. If a RINGANA Partner advertises RINGANA goods on other online media such as social networks (e.g. Facebook), online blogs or chat rooms, it must only use the official RINGANA advertising messages at all times. RINGANA Partners are required to always adjust their own information, particularly online, to reflect the official RINGANA information materials and the RINGANA corporate identity. This includes prices, product names, and product descriptions. RINGANA goods may be presented at RINGANA events subject to withdrawal within the scope of applicable law. Please also refer to the GC Rules, particularly Section III.C. and III.F.

4.15 Service processing fees: For services from RINGANA employees that a RINGANA Partner could also carry out itself via RINGANA.COM or the RINGANA event portal, i.e. creating Customers, telephone orders, commission calculations or supplementary commission credit/debit entries, IT support or ticket rebooking, a RINGANA Partner shall be charged costs per case according to expenses.

4.16 The RINGANA Partner is entirely prohibited from requesting or receiving, or accepting promises of, monetary or other benefits from other RINGANA Partners or Customers. Please also refer to the GC Rules, particularly Section III.D.

4.17 The first time that a RINGANA Partner breaches any of its obligations provided for in these GT&Cs, RINGANA shall issue a written warning in which it sets a deadline of 10 days for the breach of obligation to be remedied, unless provisions exist to the contrary in these GT&Cs or in the GC Rules.

4.18 If, after expiry of the deadline referred to in paragraph 4.21, the same or a similar breach occurs again or the breach that was the subject of the original warning is not remedied, RINGANA shall be entitled to terminate the RINGANA Partner relationship extraordinarily. If required, and depending on the nature of the breach, the RINGANA Partner shall be required to pay an appropriate contractual penalty of 50% of the annual commission, which is subject to a cap of EUR 3,000. RINGANA reserves the right to claim compensation for losses in excess of this amount. Breaches of the obligations provided for in the GC Rules shall be handled as determined in the GC Rules.

4.19 The RINGANA Partner shall also be liable for all losses caused to RINGANA as a result of a breach of obligation according to these GT&Cs or the GC Rules, an agreement in an individual contract or a law, irrespective of the forfeited contractual penalty, including in particular for lost profit, consequential loss caused by a shortcoming, indirect losses, and the restitution of prohibited fees or other financial gratuities that were acquired in contravention of the provisions in the partner contract, these GT&Cs, the GC Rules or the target plan.

4.20 The RINGANA Partner shall indemnify RINGANA against any claim on the grounds of a breach of any of the obligations provided for in these GT&Cs or any other breach by the RINGANA Partner of applicable law, upon RINGANA's first request to do so. In particular, the RINGANA Partner undertakes to this extent to pay all costs, particularly costs of lawyers, court fees and compensation costs that arise for RINGANA in this regard.

## Section 5 The RINGANA brand code

5.1 The RINGANA Partner is not authorised in the course of trade to make reference to competitor companies' brands in a negative, disparaging or otherwise unlawful manner or to express negative views of other companies. Please also refer to the GC Rules, particularly Section III.A.6.

5.2 RINGANA Partners are required in the course of their activities to keep in mind the good reputation of the "RINGANA" brand at all times. Specifically, this means not conducting the activity in an aggressive way, respecting when a Customer says no, and refraining from exerting pressure in whatever form. Please also refer to the GC Rules, particularly Section III.A.3.

Also in this regard: Our business functions on the basis of a sustainable philosophy, a strong brand, and sincere advice. We do not need

5.3 A RINGANA Partner is not permitted to use official RINGANA events for purposes not related to RINGANA, e.g. directly or indirectly establishing contacts for other companies or sales systems, introducing other companies, etc. Please also refer to the GC Rules, particularly Section III.A.2.

5.4 Subject to compliance with the relevant RINGANA guidelines as contained in currently applicable RINGANA documents, scripts and online publications, and in particular in the GC Rules, a RINGANA Partner is required, within the scope of its activity, to reflect RINGANA's mission statement (philosophy) in public appearances and in the course of sincere, expert consultation, and to act as an independent business owner at all times.

5.5 The RINGANA Partner is aware that the RINGANA brand code is interpreted strictly.

to criticise our competitors or disparage others. We respect when someone does not wish to become a Customer or RINGANA Partner. RINGANA products are also sold this way.

## Section 6 Marketing materials/gratuities

6.1 RINGANA may withdraw all free marketing materials and other gratuities with future effect at any time.

6.2 RINGANA shall send various marketing materials directly to Customers several times a year for its own benefit and that of RINGANA Partners, without charging the costs thereof to its Partners.

6.3 A reasonable amount of marketing material shall be free of charge, in principle. Regardless of this, however, RINGANA Partners are required to pay the transport costs, postage costs and handling incurred for the dispatch of marketing materials. RINGANA Partner shall be charged for selected merchandise items in accordance with the applicable price list.

6.4 RINGANA Partners are entitled to participate in summits run by RINGANA.

6.5 RINGANA Partners are entitled to use the internet portal RINGANA.COM free of charge.

6.6 RINGANA shall provide RINGANA Partners with the opportunity to participate in the 'recycling campaign' within the scope of its guidelines and in accordance with the applicable price list.

## Section 7 Payment conditions/commission conditions/prohibition of transfer

7.1 Remuneration shall be paid exclusively on a commission basis. RINGANA shall retain the payment of commission or the delivery of goods should it have no record of a trade licence or tax number. (Note: please also refer to any country-specific GT&Cs sheets)

7.2 All commission shall be paid in accordance with the applicable target plan, and are based on the applicable net remuneration value ('points'), while taking into account the fair\_score (see GC Rules, section II.D) and the Target Level.

7.3 RINGANA shall be entitled to exercise the trader's right of retention within the scope of the statutory provisions. It is agreed that, in the event that RINGANA exercises its right of retention of commission payments, the RINGANA Partner shall have no entitlement to claim interest for the period during which commission is retained.

7.4 RINGANA shall be entitled to offset a RINGANA Partner's commission entitlements partially or fully against receivables or contractual penalties that RINGANA is entitled

to receive from the RINGANA Partner; the RINGANA Partner grants its permission to do this now. In so far as a Customer's goods purchase for which commission was paid is reversed, the commission already paid must be repaid. This commission must be repaid in the same month as the Customer's purchase was reversed, if necessary by offsetting against existing commission entitlements or by deductions of achieved qualification points with an effect on the Target Level.

7.5 The RINGANA Partner shall be entitled to offsetting if the counterclaims are undisputed or have been established as final and absolute or if they exist in a legal relationship to the claim against RINGANA.

7.6 Cession and pledging of claims of RINGANA Partners arising from RINGANA Partner contracts are excluded. The encumbrance of the Contract with third-party rights is not permitted.

7.7 RINGANA must be notified of any incorrect payment of commission, bonuses or other payments within 60 days of the incorrect payment. After this time, the commission, bonuses or other payments shall be regarded as accepted.

7.8 RINGANA Partners shall be subject to the same payment conditions as Customers according to current price lists (free postage threshold, conditions, etc.). Credit card fees shall be borne by RINGANA.

7.9 RINGANA Partners who have selected "Direct debit" as the default payment method cannot settle orders required for themselves by payment on account.

7.10 Commission shall be paid on supporting documents (invoices and credit notes) following successful Settlement of the arranged transaction. This shall also apply to the calculation of Customer Sales.

7.11 Commission entitlements of less than €60 (net) shall be converted into a voucher and paid as a goods credit note.

7.12 Commission shall be paid to the natural person or legal entity or company in whose name the RINGANA Partner application was made.

7.13 RINGANA shall make every effort to pursue a buyer's payments in the Partner's interest. Should the payment of invoices drag on to such an extent that it requires a collection agency to be notified or legal action to be taken, no commission will be paid for these payments nor will they count towards Customer Sales.

7.14 Should it not be possible or economically feasible to deliver ordered products on the grounds of force majeure or economic, legal or factual impossibility, there shall be no entitlement to commission. Such entitlement shall not be created until the time that products become deliverable.

RINGANA places a great deal of trust in you and your Customers and therefore delivers on an on-account basis. For your part, please ensure that we do not continue paying commission on invoices that we have to forward to a collection agency.

## Section 8 The activity

8.1 RINGANA Partners shall not be inhibited in performing their other professional activity while engaged in their activity for RINGANA.

8.2 In principle, RINGANA Partners are required to maintain and foster contact with their Team. Please also refer to the GC Rules, particularly Section III.B.2.c.

## Section 9 Termination and transfer of the Contract

9.1 The RINGANA Partner Contract shall be concluded for an indefinite period. RINGANA shall be entitled to terminate the Contract extraordinarily in so far as the RINGANA Partner is continuously inactive for 12 months, i.e. has not received any commission or goods voucher.

9.2 The sale or transfer, donation or similar forms of transfer of a RINGANA Partnership to third parties shall require written permission from RINGANA in all cases.

9.3 Beneficiaries or legatees of RINGANA Partners may join the Partner Contract. A devolvement decision or certificate of inheritance issued by the competent court shall be decisive in the provision of evidence of inheritance. Should multiple beneficiaries join the activity, the requirements shall apply for each individual, and the beneficiaries must provide grounds for the takeover of a civil-law partnership (GbR). The actual transfer and takeover by the beneficiary or legatee shall require written approval by RINGANA. The approval for takeover shall be provided if it can be demonstrated that existing Customers and the Downline will continue to be looked after in a brand-appropriate way, for the purposes of protecting RINGANA, RINGANA Partners and RINGANA Customers. RINGANA may make the takeover of management positions in the sales system conditional upon prior participation in official training events, in so far as the party taking over such positions or the personnel being employed are not yet able to provide evidence of experience with RINGANA and the sale of RINGANA products. In the case of takeover of a Partnership, there shall be no changes made within the existing Structure. Should a pre-existing RINGANA Partner take up an inheritance, it may retain and continue its existing Partnership. Should RINGANA become aware of the demise of a RINGANA Partner and no claim is made to take over the Partner Contract by a beneficiary or legatee by the end of probate proceedings, or the beneficiary or beneficiaries decline to take over the Contract, RINGANA shall dissolve this Contract once this period has expired. The Partners and Customers assigned to the RINGANA Partner shall be released from the relationship to the deceased RINGANA Partner and move upwards in the system. Any claims outstanding at the time of dissolution resulting from the Partner's demise shall lapse once this period has expired, entirely in the favour of RINGANA.

Partnerships may be bequeathed.

9.4 Any type of transfer of a Partner Contract shall result in the recommencement of the contractual relationship with RINGANA. A transfer in this sense is when a change of control or a change of beneficial owner occurs within the scope of the transfer.

If, with RINGANA's permission, a RINGANA Partner changes the legal form of its company, and the ownership and control relationships remain the same when this legal form changes, this does not constitute transfer in the sense described here. Structures will remain in place in this case.

9.5 RINGANA reserves the right to terminate a Partnership for an important reason. The approval of enforcement proceedings against a RINGANA Partner or in the event of an application for bankruptcy or insolvency against a RINGANA Partner, the opening of insolvency proceedings on its assets or the rejection of an application for insolvency on the grounds of insufficient funds to cover costs, shall constitute an important reason, in so far as permitted by law. An important reason shall also be deemed to exist in the case of conduct that is harmful to business, a breach of these GT&Cs, GC Rules, Partner contracts guidelines or severe damage to the bond of trust with RINGANA.

9.6 The RINGANA Partner may terminate the Partnership ordinarily subject to a notice period of 14 days with effect from the end of the month and subject to compliance with the country-specific regulations. A RINGANA Partner that terminated its Contract itself or has withdrawn from the contractual relationship on the grounds of the condition in paragraph 9.4, may only be re-accepted as a RINGANA Partner if it makes a new application, obtains a new RINGANA starter kit, is won back by its previous mentor or at least six months have passed since its termination, and during those six months the Partner has been inactive and has not undertaken trade in the capacity of a RINGANA Partner – this also means not attending any official RINGANA events – and Customer release of the former Mentor took place during this period.

It is not possible to carry over and/or transfer Customers and Partners of the withdrawing RINGANA Partner.

9.7 In the event that a RINGANA Partner Contract is terminated on the grounds of paragraphs 9.4 and 9.6, RINGANA Partners of the withdrawing RINGANA Partner, as well as the Customers that were recruited by the withdrawing RINGANA Partner shall be assigned to the withdrawing RINGANA Partner's Mentor.

9.8 In all other cases in which a RINGANA Partner Contract is terminated, RINGANA shall have the choice of assigning the withdrawing RINGANA Partner's RINGANA Partners to its Mentor or to retain this gap in the Structure.

9.9 Domains containing the name "RINGANA" or a RINGANA brand must cease to be used after termination of the Contract and must be offered to RINGANA for acceptance. Any termination shall also include any personalised Partner websites or domain names of its own choice. Attention is drawn to the fact that the release of a domain may cause a trade mark violation to the detriment of RINGANA.

## Section 10 Exclusion of liability

10.1 In so far as permitted by law, RINGANA shall only be liable for losses arising as a result of harm to life, limb and health, in so far as this was caused as a result of the wilfully intentional or grossly negligent actions of RINGANA or its vicarious agent. Liability to pay compensation in excess of these circumstances is excluded entirely.

10.2 Liability shall be permitted by law in any case with regard to losses that are typically foreseeable upon conclusion of the Contract and with regard to average amounts of losses typically provided for in a contract, but shall be limited to a maximum amount of €1,000 per loss event, and in the case of multiple losses limited to a total amount of €5,000. RINGANA shall accept liability in a specific case for indirect losses, consequential losses due to a shortcoming or lost profit.

10.3 The provisions of the Austrian Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

## Section 11 Data protection statement

11.1 RINGANA shall use the data (title, name, address, email address, telephone number, fax number, bank details) supplied by a RINGANA Partner in accordance with the statutory provisions, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Austrian Data Protection Act 2018 (DSG 2018 in the version of the Austrian Data Protection Deregulation Act) and the Austrian Telecommunications Act 2003 (TKG 2003). Further information can be found in the data protection statement at <http://www.ringana.com/de/datenschutzerklaerung/>.

11.2 For the purpose of contractual fulfilment, specifically, for example, for the purpose of delivery or Settlement, a RINGANA Partner's personal data will be forwarded to the carrier or the accounts department in so far as this is necessary for the purpose of contractual fulfilment. These third parties are also required to use a RINGANA Partner's personal data exclusively in accordance with the statutory provisions.

11.3 Upon termination and complete settlement of the Contract, which also includes payment in full of agreed fees, all of a RINGANA Partner's data that do not need to be stored for legal reasons shall be erased and no longer made available for another purpose, unless the RINGANA Partner continues to remain a registered Customer of RINGANA after termination and complete settlement of the Contract.

11.4 In so far as permissible, the RINGANA Partner shall be entitled at any time, by contacting the email address [office@ringana.com](mailto:office@ringana.com), to request that its data be amended, blocked or erased and to oppose the use of its data for the purposes of transferring information to RINGANA.

11.5 Beyond the aforementioned data protection statement, none of a RINGANA Partner's personal data provided to RINGANA shall be made accessible to third parties without its separate written consent, unless this is required on the grounds of a statutory or regulatory order.

## Section 12 Applicable law/place of jurisdiction

12.1 The registered office of RINGANA shall be the place of performance and the exclusive place of jurisdiction for any disputes arising from this Contract, subject to the application of Austrian substantive law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods and relevant provisions.

12.2 Any disputes or claims arising in connection with this Contract, including disputes concerning its validity, a breach thereof, dissolution or nullity, shall be subject to a final decision in accordance with the Rules of Arbitration of the Vienna International Arbitral Centre (Vienna Rules) made by one or three arbitrators appointed in accordance with these Rules.

12.3 The rules on accelerated proceedings shall not apply. The number of arbitrators shall be one. The place of arbitration shall be Vienna. Application of the UN Convention on Contracts for the International Sale of Goods and relevant provisions is excluded. The language of arbitration proceedings shall be German.

## Section 13 Final provisions

13.1 RINGANA shall be entitled at any time to amend the General Terms and Conditions of Business, the GC Rules and all documents. RINGANA shall announce amendments by newsletter (to the address provided by the RINGANA Partner) or by means of a news post with reasonable notice before their entry into force. The RINGANA Partner shall have the right to object to an amendment. Should it not express any objection to the amended conditions within one month after announcement of amendments, said amendments shall become part of the Contract. In the event of an objection, RINGANA shall be entitled at any time to terminate the Contract subject to the notice periods provided for by law.

13.2 For the rest, amendments or additions shall require the written form. This shall also apply to abolishing the requirement for the written form.

13.3 In the event that any clause in these General Terms and Conditions of Business is invalid or incomplete, this shall not render the Contract as a whole invalid. Rather, the invalid clause should be replaced with one that is valid and most closely reflects the economic purpose of the invalid clause. The same shall apply when closing any contractual gap.

# Definitions

## Settlement

At the end of each settlement month, the Customer Sales are determined, the various reports and invoices are printed out or uploaded to RINGANA.COM, and the commission is transferred a few days later. These processes are referred to as 'settlement'.

## Activity

RINGANA partners are deemed active in the sense of these GT&Cs if their Customer Sales are equal to or exceed 110 paid points within a given settlement month.

## Downline

Please refer to GC Rules, definitions.

## Inactivity

Inactivity means that the 110 paid points that must be earned as a minimum to receive commission has not been reached within the settlement month in question.

## Contact

A contact is created when a verbal or written communication regarding RINGANA has been made.

## Customers

Please refer to GC Rules, definitions.

## Customer sales

Customer sales is the total of all points paid from own orders and Customer orders within a settlement month.

## Mentor

Please refer to GC Rules, definitions.

## New partner

A new partner is a RINGANA partner that is concluding a RINGANA Partner Contract with RINGANA GmbH for the first time.

## Over-the-Counter (OTC)

The sale of products to Customers without involving the official RINGANA sales system.

## Registration

Registration is understood to mean when a RINGANA Partner that has contact with a Customer in relation to RINGANA enters the full name and address data of said Customer in the internet portal [www.RINGANA.COM](http://www.RINGANA.COM) and has obtained their consent to record their data. There is no protection of patronage in relation to Customers without registration.

## RINGANA.COM

RINGANA.COM is the domain of the internet portal for RINGANA Partners.

## Structure

Please refer to GC Rules, definitions.

## Team

A RINGANA partner and its Downline constitute a Team.

## Upline

Please refer to GC Rules, definitions.

## Returning partner

RINGANA partners who have previously been registered in the database as RINGANA partners and are re-registering as RINGANA partners.

## Target level

Any qualification with an effect on the commission that Partners achieve within a settlement month. The Target Level is determined by various sales indicators (e.g. Customer sales). It is explained in more detail in the official RINGANA target plan.



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