

TERMS OF USE

Effective as of December 2, 2019

This is a legal agreement between you and Alticor Inc. (“Alticor”, “Amway”, “us”, “we”, or “our”) regarding your use of the Amway Business Center app (“BCA”). By using BCA, you agree to be bound by the terms of these Terms of Use (“Terms”) and that Amway and its licensors may enforce these Terms. If you do not agree to the terms of these Terms, you are not entitled to use BCA and must de-install BCA from all your devices.

1. SOFTWARE LICENSE

Amway hereby grants you a non-exclusive, non-assignable, non-transferable license, without the right to sublicense (the “License”), to install and use, in accordance with the terms of these Terms, one copy of BCA on a device that you own or control in machine executable object code form solely for your personal use and as permitted by the usage rules set forth in the applicable store or marketplace where you acquired BCA, if any. This License does not grant any rights to obtaining future upgrades, updates, enhancements, or supplements of BCA. If upgrades, updates, enhancements, or supplements of BCA are obtained, however, the use of such upgrades or updates is governed by these Terms and any amendments to it unless other terms accompany the upgrades, updates or supplements in which case those terms apply.

2. RESTRICTIONS

BCA and any related documentation are protected by copyright law and international treaty provisions. You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on BCA without the prior written consent of Amway. You may not assign these Terms or any of the rights or licenses granted under these Terms or rent, lease, or lend BCA to any person or entity. Any attempted sublicense, transfer, or assignment in violation of these Terms is void. However, we may freely assign these Terms. You acknowledge that BCA contains proprietary trade secrets of Amway. You agree that you will not, and will not allow any other person, to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of BCA by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

3. OWNERSHIP

BCA is licensed, and not sold, to you under these Terms. You have no ownership rights in BCA or any related documentation. Amway retains all right, title, and interest in and to BCA (including any changes, modifications, or corrections thereto) and any related documentation.

4. FUNCTIONING

You acknowledge that BCA may be interrupted from time to time. You further acknowledge that BCA is not error free. Amway and its licensors cannot accept any responsibility under these Terms

for the functioning of your wireless device with respect to BCA. Amway and its licensors will be entitled, on reasonable grounds, including the reasonable belief of fraud or illegal activity by any user in their use of BCA, to suspend access by you to BCA. You understand that Amway and its licensors may be required by law enforcement agencies to disclose information regarding your use of BCA and that Amway and its licensors will comply with such requests.

5. COMPLIANCE WITH LAWS

You agree to abide by all laws and regulations applicable to BCA and its use and their content and the terms of these Terms.

6. COMPLIANCE WITH RULES

BCA IS ONLY AVAILABLE TO IBOs (AS DEFINED IN THE AMWAY RULES OF CONDUCT). YOU AND YOUR USE OF BCA AND THE ASSETS PROVIDED IN OR THROUGH BCA IS ALSO BOUND BY THE IBO CONTRACT (AS DEFINED IN THE AMWAY RULES OF CONDUCT).

7. LOCATION SERVICES

You are not required to use location services to use BCA, but you may not be able to successfully fulfill some tasks without the use of location services.

8. TERMINATION

These Terms are effective until it is terminated. You may terminate these Terms at any time by destroying all copies of BCA and related documentation in your possession or under your control. Amway may immediately terminate these Terms if you violate any of its terms and conditions. Amway may terminate these Terms with immediate effect by notice given by Amway if Amway's agreement with a supplier or licensor of BCA is terminated or restricted for any reason. Upon termination of these Terms, all license rights granted to you shall immediately terminate and all rights to use BCA cease. You must delete BCA and, if requested by Amway or its licensors, certify to Amway or its licensors that such deletion occurred. The following sections will survive any termination of these Terms: 9 (Disclaimers), 10 (Limitation of Liability), 11 (Indemnity), 18 (Governing Law), and 19 (Entire Agreement).

9. DISCLAIMER OF WARRANTY

AMWAY AND ITS LICENSORS DO NOT MAKE ANY WARRANTIES, TERMS, REPRESENTATIONS OR STATEMENTS WHATSOEVER WHETHER EXPRESSED OR IMPLIED BY STATUTE, CUSTOM, USAGE OR OTHERWISE WITH RESPECT TO BCA, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, AND NON-INFRINGEMENT, OF MERCHANTABILITY OR QUALITY, OF FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, OR ANY WARRANTY OR CONDITION THAT BCA IS ACCURATE OR COMPLETE, AND ALL SUCH WARRANTIES AND CONDITIONS

ARE DISCLAIMED HEREBY. BCA IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. YOU AGREE THAT NO COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE SHALL APPLY TO THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOUR ONLY REMEDIES IN RESPECT OF ANY CLAIM WHATSOEVER THAT YOU MAY WISH TO BRING AGAINST AMWAY AND ITS LICENSORS ARE AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

10. LIMITATION OF LIABILITY

EXCEPT AS MAY BE SET FORTH IN SECTION 13, AMWAY AND ITS AFFILIATES, LICENSORS, OR ANY THIRD-PARTY SUPPLIER SHALL IN NO CIRCUMSTANCES HAVE ANY LIABILITY WHATSOEVER TO YOU FOR:

- a. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ACTUAL OR ANTICIPATED PROFIT, REVENUE OR GOODWILL OR LOSS OF USE OF BCA BY YOU OR FOR ANY OF YOUR LIABILITY TO ANY OTHER PARTY OF WHATEVER KIND HOWSOEVER ARISING (INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS, CLAIMS FOR DAMAGES OR AWARDS OR OTHERWISE); OR
- b. ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING IN CONTRACT OR IN TORT OR OTHERWISE AND WHETHER AS A RESULT OF NEGLIGENCE OR OTHERWISE) EXCEPT TO THE EXTENT OF AN AMOUNT EQUAL TO THE YEARLY RATE OF THE CHARGES (EXCLUSIVE OF VAT) PAYABLE BY YOU TO AMWAY UNDER THIS AGREEMENT AT THE DATE THE CLAIM ARISES WITH RESPECT TO ANY ONE EVENT OR SERIES OF TWO OR MORE CONNECTED EVENTS; OR
- c. ANY INACCURACIES, COMPLETENESS, DELAYS, FAILURES TO TRANSMIT, INTERRUPTIONS, TERMINATION OF INFORMATION, ERRORS OR OMISSIONS, THE CONTENT OF THE INFORMATION, LACK OF SECURITY IN DELIVERY OF THE INFORMATION, REGARDLESS OF CAUSE, IN THE INFORMATION; OR
- d. ANY TECHNOLOGICAL, ELECTRONIC OR OTHER MALFUNCTIONING OF ANY TELECOMMUNICATIONS COMPUTER OR ELECTRONIC EQUIPMENT ON OR OVER WHICH ANY INFORMATION IS RECEIVED BY OR TRANSMITTED BY AMWAY AND ITS LICENSORS.

Some jurisdictions do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you. In the event any one or more of the provisions of these Terms shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions will be enforceable to the extent permitted by law and the invalid, illegal or unenforceable provisions shall be replaced by provisions which, being valid, legal and enforceable, come closest to the intent of these Terms.

11. INDEMNIFICATION

You undertake to indemnify and hold Amway, its licensors, successors, and affiliates, and, collectively, their respective partners, directors, officers, employees or agents, or anyone else who has been involved in the creation, production or delivery of BCA (collectively the “Indemnified Parties”) harmless from and against all damages, costs, claims and liabilities (including reasonable attorney’s, legal, or professional fees) suffered or incurred by the Indemnified Parties as a consequence of any claims or proceedings made or brought against the Indemnified Parties by any person in connection with your use of BCA.

12. DATA PRIVACY

You can direct us to share data with other parties. For example, you might authorize us to link your account with a third-party app; or send status updates to your Facebook or Twitter account or connect to Google Maps. Once you direct us to share your data with a third party, that data is governed by the third-party’s privacy policy. You can revoke your consent to share with the third party at any time in your BCA account settings.

You may opt out of our use, storage and/or sharing of your data by ceasing your use of BCA. Your continued use of BCA constitutes your continuing consent for our use, storage and sharing of your data.

For additional information on how Amway collects, uses, stores, and protects your data, please review the Privacy Notice. The Privacy Notice is part of these Terms.

13. AMWAY LIABILITY

AMWAY AND ITS LICENSORS ACCEPT LIABILITY ONLY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY AMWAY OR ITS LICENSORS’ NEGLIGENCE; OR (B) ANY OTHER DIRECT LOSS OR DAMAGE CAUSED BY AMWAY OR ITS LICENSORS’ GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT PERMITTED BY LAW AND EXCEPT FOR SECTION 12(A), IN NO EVENT WILL THE AGGREGATE LIABILITY OF AND ITS AFFILIATES, LICENSORS, OR ANY THIRD-PARTY SUPPLIER EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100). THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

14. MINORS

BCA is not directed at users under the age of majority of the user's jurisdiction of residence. If you are under the age of majority of your jurisdiction of residence, you are not permitted to register as a user or use BCA.

15. LINKS TO THIRD PARTY WEBSITES

BCA may contain links to third party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by us. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

16. IDEAS SUBMITTED TO AMWAY

If you submit ideas or suggestions for BCA ("BCA Comments"), BCA Comments will be deemed, and will remain, our sole property. None of BCA Comments will be subject to any obligation of confidence on our part and we and our affiliates will not be liable for any use or disclosure of any BCA Comments. Without limiting the foregoing, we will be entitled to unrestricted use and other exploitation of BCA Comments for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of BCA Comments.

17. LEGAL COMPLIANCE

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

18. GOVERNING LAW

Disputes arising out of or relating to these Terms shall be governed by and interpreted in accordance with the laws of the State of Michigan, without giving effect to any principles that may provide for application of the law of another jurisdiction. All disputes related to these Terms or BCA will be brought solely in the federal or state courts located in Grand Rapids, Michigan; and you consent to personal jurisdiction in these courts.

19. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and us regarding your access to and use of BCA. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms is, for any reason, held to be illegal, invalid or unenforceable, the rest of the provisions of these Terms will remain in effect.

20. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

Amway respects the intellectual property rights of others and expects its users to do the same. Amway may remove content that in its sole discretion appears to infringe the rights of others. If you believe that any content posted in the BCA infringes your intellectual property rights, please notify Amway's Intellectual Property Agent pursuant to the following instructions:

Notifications of claimed infringement should be sent to the following Designated Agent for this site: Michel Terry, Alticor Inc., 7575 Fulton Street East, Ada, MI 49355-0001, Telephone: 616-787-7833, Facsimile: 616-787-4306, Email: michel.terry@amway.com. (For matters other than intellectual property rights infringement, call 800-253-6500).

To be effective, the notification must be a written communication to the above Designated Agent that includes the following:

1. A physical or electronic signature of the intellectual property rights owner or one authorized to act upon their behalf;
2. Identification of the right claimed to have been infringed, or, if multiple rights at a single online site are covered by a single notification, a list of the multiple rights that have been infringed at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate and remove the material;
4. Information enabling the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

21. CHANGES TO THESE TERMS

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to BCA and update the Effective Date above. If the changes, in our sole discretion, are material, we may also notify you by providing notice through BCA. By continuing to access or use BCA on or after the Effective Date of the revised Terms, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you must stop accessing and using BCA before the changes become effective.