



### VIP Shopper Application and Agreement

*Note: If you are a resident of Isle of Man or the Republic of Ireland (postcode starting with IM or D), you are not allowed to register as a VIP Shopper due to legal restrictions.*

**A) Sponsor's Information**

ID Number:	Name: _____ <span style="display: block; text-align: center;">(First Name) (Last Name)</span>
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**B) Applicant's Information**

Name: _____ <span style="display: block; text-align: center;">(First Name) (Last Name)</span>	Date of Birth <table style="display: inline-table; border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: none;">-</td><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: none;">-</td><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: 1px solid black; width: 20px; height: 20px;"></td></tr><tr><td style="text-align: center;">(Day)</td><td></td><td style="text-align: center;">(Month)</td><td></td><td colspan="2" style="text-align: center;">(Year)</td><td></td><td></td></tr></table>		-		-					(Day)		(Month)		(Year)			
	-		-														
(Day)		(Month)		(Year)													

**C) Contact Information**

Address: _____ _____ _____ City: _____ County: _____	Email Address: _____ Mobile Number: <table style="display: inline-table; border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: 1px solid black; width: 20px; height: 20px;"></td></tr></table> Home Number: <table style="display: inline-table; border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: 1px solid black; width: 20px; height: 20px;"></td></tr></table> Post Code: <table style="display: inline-table; border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: 1px solid black; width: 20px; height: 20px;"></td></tr></table>																												

**D) Registration Fee**

Total Registration Fee* <u>£ 15.00</u> (inclusive of VAT @ 20%)
* Payment Mode: Cash OR Credit Card

I hereby apply to become an eCosway VIP Shopper. I confirm that the information above is correct and that I am at legal age of 18 years or above to enter into this Agreement. My signature certifies that I have read and agree to abide by this Application Form, the terms and conditions and Policies and Procedures, each of which documents (as amended from time to time) is hereby incorporated into this Agreement ("the" or "this Agreement") before signing the Application Form. I understand that there is no requirement beyond the receipt by Cosway (UK) Limited ("eCosway") of this Agreement other than the payment of £15 for subscription to the IBO Business Ownership Support System ("BOSS") including eCosway starter kit and to pay the annual online office subscription of £15 to become a VIP Shopper, and that any purchase of product, sales aids, and literature is strictly voluntary.

I agree that eCosway may retain and process the personal information given by me to eCosway for purposes of eCosway business. eCosway may record this information manually and/or electronically and will be the data controller for this information. eCosway may disclose and transfer such personal information to other members of the eCosway group of companies which are situated inside and outside of the European Union for the purposes of eCosway business. These persons may be situated in countries that do not have laws to protect personal information. Details of the companies and countries involved will be provided on request. I also acknowledge that eCosway may disclose this information to IBOs as part of the eCosway IBO database (which shall mean the information held by eCosway relating to its IBOs which at eCosway's option may include but is not limited to its relationships with each of its IBOs. I hereby consent to eCosway retaining, processing and disclosing the information referred to as set out above.

Cosway (UK) Limited is the promoter of this trading scheme in the United Kingdom; the products supplied under this scheme are personal care products supplied by eCosway and such other products or services as eCosway may market from time to time ("the Products").

\_\_\_\_\_  
Applicant's Signature  
Date:

\_\_\_\_\_  
on Behalf of the Company  
Date:

FOR OFFICE USE ONLY							
Date Received:							
Member ID:	UK <table style="display: inline-table; border: none;"><tr><td style="border: 1px solid black; width: 20px; height: 20px;"></td><td style="border: 1px solid black; width: 20px; height: 20px;"></td></tr></table> <span style="float: right; font-size: small;">Reminder to clip a copy of registration invoice together with the office copy</span>						

## VIP Terms and Conditions

### 1. Rights and Obligations

I understand that as a Cosway (UK) Ltd ("eCosway") VIP Shopper I have the right to purchase eCosway products and services at special discount prices and to earn Rewards Points (RPs) in accordance with these Terms and Conditions. I may purchase eCosway products and services via the Company's web site ([www.ecosway.com/uk](http://www.ecosway.com/uk)) or at any eCosway store. I further understand that I do not have the right to re-sell any eCosway products or services in any venue. I will abide by these Terms and Conditions when purchasing any merchandise from eCosway, via the eCosway website or at eCosway Store.

I understand that as a registered VIP Shopper in the Channel Islands, I am only allowed to upgrade my status to Independent Business Owner (IBO) when eCosway establishes its business operation in the Channel Island.

### 2. Purchasing eCosway Products and Services

I must use my VIP Shopper ID when I purchase products or services to ensure that any Rewards Points (RPs) are properly recorded to my personal account.

### 3. Pricing

Unless stated otherwise, all merchandise listed in the [www.ecosway.com/uk](http://www.ecosway.com/uk) Shopping Mall is priced in Great British Pounds (£) and may be subject to change from time to time at the sole discretion of eCosway without prior notice. Prices listed in the [www.ecosway.com/uk](http://www.ecosway.com/uk) Shopping Mall are inclusive of value-added taxes.

### 4. Shipping or Freight Charges

Shipping or freight charges for purchase made via [www.ecosway.com/uk](http://www.ecosway.com/uk) are calculated based on the delivery cost from eCosway's facilities to the delivery address. Shipping or freight charges for each item ordered will be determined and displayed once the delivery address is submitted during the check-out process.

### 5. Acceptance of Orders

(a) I will receive an order confirmation and order number via the email address I provided as soon as the order has been accepted by eCosway.

(b) If there is a problem with my order (e.g., non-availability or insufficient quantity), eCosway will communicate this to me via email.

(c) In the event that eCosway is unable to ship my order or any items in my order, within thirty (30) days of the placement of the order, I will have the right and ability to cancel such order, or portions of my order (except for Special eV Sets), as I desire.

### 6. Purchasing eCosway Products and Services Online

(a) Cancellation Process -- Online orders are processed automatically and immediately. I must check the Order Status and only if the orders have not been fulfilled, I can submit an online Cancellation Form to eCosway. Otherwise, when the order is delivered, I can follow the steps and requirements stated in the Return Policy and Procedures to return the merchandise to eCosway.

(b) Payment -- Acceptable modes of payment for online purchases are listed in the eCosway website. However, eCosway reserves the right at its sole discretion not to accept a certain mode of payment without specifying the reason thereto.

(c) Delivery -- I understand that delivery of orders will take up to 2 weeks, and is subject to availability of the merchandise ordered. In certain circumstances where further verification of credit card payment is required, delivery may be delayed.

(d) Return Policy and Procedure Replacement of Incorrect or Damaged Products -- All products are checked for quality before eCosway sends them and does its best to ensure that they are delivered in perfect condition, but occasionally, things go wrong. If my intended recipient receives an incorrect, damaged or defective product, eCosway will send the recipient a replacement at eCosway's expense. The recipient will need to submit a Merchandise Return Form through eCosway online office. The recipient will then receive instructions to submit a return request.

Once approved, the recipient will send the product(s) back to eCosway and eCosway will refund the shipping expenses to the VIP Shopper in the same mode of payment and send out a replacement product right away. If the product is out of stock, eCosway will refund the value of the product in the same form of payment I originally used for the purchase.

(e) Refund for Products in Good Condition -- If the products I ordered arrive in good condition, but I decide to return them, I will bear all shipping and insurance costs to return them. I understand eCosway will only accept returns if:

(i) the request is made within 15 days from the receipt of the product (as indicated by eCosway's delivery agent);

(ii) the product has NOT been opened, used or tampered (taken out of its packaging or box);

(iii) the product is in its original re-sellable condition (not damaged, no missing parts, etc.); AND

(iv) if the product came with a free gift or as part of a set of products, they must all be returned together in original condition. (If any part is missing, its value will be deducted from the refund.)

If a returned product does not meet these conditions, no refund will be issued. I understand that eCosway will NOT accept returns of the following:

(1) Products purchased at clearance prices; or

(2) Products that are listed as "non-returnable" on the website.

(f) Shipping Fees -- As stated above, eCosway will bear all shipping costs for replacing damaged, defective, or incorrect items. For other returns, eCosway will only refund the cost of the product(s). eCosway will not refund the original shipping fees (if any) paid by me, nor will eCosway reimburse the cost of shipping the returned item(s).

(g) Refund Timeline -- eCosway will notify me via email of my refund once they have received and processed the returned product. eCosway will refund the purchase price in the same form of payment I used to make the purchase. I understand that refunds to credit/debit cards may take up to 3 to 4 weeks (depending on the length of time it takes the card issuer to process the refund to your account). Refunds made to eCosway e-accounts take effect immediately once the return is accepted and processed.

(h) Undeliverable Orders -- Occasionally orders are returned to eCosway after two (2) attempts to deliver (because the address was incorrect or it was a PO Box or hotel address, or the delivery was rejected by the named recipient). If I want eCosway to re-deliver the package, I will have to pay for the new delivery charge in full. If eCosway re-delivers the package upon my request but is unable to reach the named recipient or the product is still undeliverable, eCosway will issue me a refund on the purchase amount less incurred charges (if any). eCosway will not refund any shipping and handling fees paid by me (if any).

### 7. Returns and Replacements Procedure

I will contact eCosway Customer Service with the following information: (i) My Member ID; (b) Order number; (c) the reason(s) for returning item; and (d) a contact number at which I can be reached. eCosway staff will guide me regarding the process to complete the return process. Upon approval, a Merchandise Return Number (MRN) will be sent to me via email, allowing me to proceed with the return of the product. I will use proper shipping cartons and packaging materials for the product to be returned. The cost of return shipping and insurance must be prepaid and borne by myself. If I do not insure the product eCosway will only reimburse shipping to me if the product was delivered incorrectly, damaged or defective. I understand that returned product to be shipped to: Cosway (UK) Ltd. Attn: Returns and Exchanges, Unit 1, Network Park, Saltley, Birmingham, B8 1AU, Tel: 0845-375-2000. I must retain all supporting courier documents as proof of return and for tracking purposes. I understand that returned merchandise will only be accepted if all the conditions and procedure in "Terms for Refunds or Replacement" have been complied with.

### 8. Adjustment to VIP Shopper's Rewards Points (RPs)

RP(s) that were generated by merchandise that I later returned will be deducted from your Personal Account in the same month as the return. If I have insufficient RPs to cover these RP deductions, my future RPs will be deducted until the amount is completely recovered.

### 9. Rewards Point (RP) Rules

eCosway offers periodic auctions for VIP Shoppers. I understand if I upgrade myself to become an Independent Business Owner (IBO) while my VIP Shopper Membership is still valid, I may still participate in an auction. However, my RPs will be segregated into 2 categories:

(a) RPs that I generated prior to upgrading to an IBO may be used to bid in an auction provided that the RPs are used before the original expiry date of my VIP Shopper term;

(b) RPs generated after I upgrade to an IBO and/or any RPs that have not been used by the original expiry date of my VIP Shopper term cannot be used to bid in the auction.

### 10. Term

The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures. If I fail to renew my eCosway VIP Shopper subscription annually, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a VIP Shopper. I understand that if I fail to comply with the terms of the Agreement, eCosway may, at its sole discretion, terminate this Agreement and my status as a VIP Shopper.

### 11. Assignment

I may not assign any rights under the Agreement without the prior written consent of eCosway. Any attempt to transfer or assign this Agreement without the express written consent of eCosway renders the Agreement voidable at the option of eCosway and may result in the termination of this Agreement.

### 12. Cancellation

I may CANCEL this transaction, without any penalty or obligation, within FIFTEEN (15) BUSINESS DAYS from the agreement signed date. If I cancel, any property traded in, any payments made by me under the contract or sale, and any negotiable instrument executed by me will be returned within FIFTEEN (15) BUSINESS DAYS following receipt by the seller of my cancellation notice, and any security interest arising out of the transaction will be cancelled. I will submit my cancellation notice to eCosway via Membership Cancellation Form in Message Centre not later than midnight of the fifteen business day following the date set forth above.