

## NETIZENS TERMS AND CONDITIONS

This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

Placing an order for goods, digital goods, services, packages or memberships from our Platform, you affirm that you are of legal age to enter into this Agreement, and you accept and are bound by these terms and conditions.

You affirm that if you place an order on behalf of an organisation or company, you have the legal authority to bind any such organisation or company to these terms and conditions.

You may not order or obtain products or services from our Platform if you:

(a) do not agree to these terms, (b) are not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract with Netizens Group Limited, or (c) are prohibited from accessing or using our Platform or any of our Platform's contents, goods, digital goods or services by the applicable law.

### 1. General terms

1.1. These are the terms and conditions on which we supply various:

- (a) Goods – all chattels that are movable at the time of identification to a contract for sale;
- (b) Digital Goods – any goods that are stored, delivered and used in its electronic format and are shipped electronically to you through email or download from the Internet; and
- (c) Services – any duty or labour performed for you either by us directly or through our counterparties;

collectively referred as “**Products**” to you through our website (our “**Platform**”).

1.2. These terms tell you who we are, how we will provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

There's a two main types of order within the Platform:

- 1. You may follow the referral link to a Platform webpage with listings of Goods, Digital Goods and/or Services and make a direct purchase of any Good, Digital Good and/or Service entering the relevant shipping or contact details and committing payment via accepted payment methods (subject to clauses of this Agreement and Appendixes).
- 2. You may follow the referral link to a Platform and create your own free personal account. Then you are invited to purchase different levels of Membership simultaneously choosing different levels of Referral Agreement and Package of Goods, Digital Goods and/or Services (subject to Appendix 1 and Appendix 2). Following these steps will entitle you to receive a Partner status.
  - a. The Partner status will then enable you to commit all types of purchases via the Platform, have access to the Membership Agreement rights and obligations (subject to Appendix 2) and receive referral commission subject to the relevant Referral Agreement.

### 2. Information about us and how to contact us

2.1. We are Netizens Group Limited, a company registered in England and Wales, trading as Netizens. Our company registration number is 11309904 and our registered office is at Berkeley Suite, 35 Berkeley Square, London, England, W1J 5BF. Our registered VAT number is 327 1285 12.

2.2. We are the data controller in relation to our Platform and are responsible for your personal data. Please refer to Clause 16 and our privacy policy which is available at [ntz.team](https://ntz.team) for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.

2.3. For any questions or problems relating to our Platform, our Products or these terms, you can contact us by email us at [support@ntz.team](mailto:support@ntz.team) or write to us at Berkeley Suite, 35 Berkeley Square, London, England, W1J 5BF.

2.4. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.

2.5. When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

3.1. You may place orders with us as instructed on our Platform. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2. If we are unable to accept your order, we will let you know in writing and will not charge you for the Product ordered. This might be because:

- (a) the Product ordered is out of stock;
- (b) there are unexpected limits on our resources which we could not reasonably plan for;
- (c) we have identified an error in the price or description of the Product; or
- (d) we are unable to meet a delivery deadline you have specified.

3.3. We will assign an order number to each order. Please tell us the order number whenever you contact us about your order.

#### **4. General terms for provision of Goods, Digital Goods, Services & Packages**

4.1. The images of the Goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods. Products that you purchase may vary slightly from those images.

4.2. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website have a ten per cent (10%) tolerance.

4.3. The packaging of the Goods may vary from that shown in images on our website.

4.4. The provision of Packages is subject to Appendix 1 Provision of Packages.

4.5. The provision of Memberships is subject to Appendix 2 Membership Agreement.

#### **5. Your rights to make changes**

5.1. If you wish to make a change to the Product you have ordered, please contact us. We have full discretion whether or not to accept the changes. We will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 10 - **Your rights to end the contract**).

#### **6. Changes to our product or these terms**

6.1. We may make minor changes to the Product from time to time in order to:

- (a) reflect changes in relevant laws and regulatory requirements; and
  - (b) implement minor technical adjustments and improvements, for example to address a security threat.
- These changes will not affect your use of the product.

6.2. If we make significant changes to these terms or the Product, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Products paid for but not received.

5.3. In terms of supply of the Digital Goods, we may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

#### **7. Providing the Goods**

7.1. We will deliver the Goods to the address as specified in your order as soon as reasonably possible on or about the estimated delivery dates as set out in our confirmation email. The costs of delivery will be as displayed to you on our Platform.

7.2. If our supply of the Goods is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any Goods you have paid for but not received.

7.3. If no one is available at the address as specified in your order to take delivery, we will let you know how to rearrange delivery or collect the Goods from a local depot.

7.4. If you do not collect the Goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 12.2 will apply.

7.5. If we miss the delivery deadline for any Goods, then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the Goods;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.6. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under Clause 7.5, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.7. If you do choose to treat the contract as at an end for late delivery under Clause 7.5 or Clause 7.6, you can cancel your order for any of the Goods or reject Goods that have been delivered. If you wish, you can reject or cancel the order for some of those Goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Goods and their delivery. If the Goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at [support@ntz.team](mailto:support@ntz.team) for a return label or to arrange collection.
- 7.8. A Good will be your responsibility from the time we deliver the Good to the delivery location you specified or you (or a carrier organised by you) collect it from us.
- 7.9. You own a Good once we have received payment in full.
- 7.10. We may need certain information from you so that we can supply the Goods to you. If so, this will have been stated in the description of the Goods on our Platform. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Goods late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 7.11. We may have to suspend the supply of a Good to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the Good to reflect changes in relevant laws and regulatory requirements; or
  - (c) make changes to the Good as requested by you or notified by us to you (see Clause 5).
- 7.12. We will contact you in advance to tell you we will be suspending supply of the Good, unless the problem is urgent or an emergency. If we have to suspend the Good, we will adjust the price so that you do not pay for Goods while they are suspended. You may contact us to end the contract for a Good if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two (2) months and we will refund any sums you have paid in advance for the Good in respect of the period after you end the contract.
- 7.13. If you do not pay us for the Goods when you are supposed to (see Clause 14.5) and you still do not make payment within five (5) days of us reminding you that payment is due, we may suspend supply of the Goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Goods. We will not suspend the Goods where you dispute the unpaid invoice (see Clause 14.6). We will not charge you for the Goods during the period for which they are suspended.

## **8. Providing the Services**

- 8.1. We will deliver the Services to the address as specified in your order as soon as reasonably possible on or about the estimated delivery dates as set out in our confirmation email. The costs of delivery will be as displayed to you on our Platform.
- 8.2. We will provide the Services at such time and location as agreed until the subscription expires, or you end the contract as described in Clause 10 or we end the contract by written notice to you as described in Clause 12.
- 8.3. If our supply of the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 8.4. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and Clause 12.2 will apply.
- 8.5. We may need certain information from you so that we can supply the Services to you. If so, this will have been stated in the description of the Services on our Platform. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible

for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

8.6. We may have to suspend the supply of a Service to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Service to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Service as requested by you or notified by us to you (see Clause 5).

8.7. We will contact you in advance to tell you we will be suspending supply of the Service, unless the problem is urgent or an emergency. If we have to suspend the Service, we will adjust the price so that you do not pay for Services while they are suspended. You may contact us to end the contract for a Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two (2) months and we will refund any sums you have paid in advance for the Service in respect of the period after you end the contract.

8.8. If you do not pay us for the Services when you are supposed to (see Clause 14.5) and you still do not make payment within five (5) days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see Clause 14.6). We will not charge you for the Services during the period for which they are suspended.

## **9. Providing the Digital Goods**

9.1. We will deliver the Digital Goods to the address as specified in your order as soon as reasonably possible on or about the estimated delivery dates as set out in our confirmation email. The costs of delivery will be as displayed to you on our Platform.

9.2. We will supply the Digital Goods to you until the subscription expires or you end the contract as described in Clause 10 or we end the contract by written notice to you as described in Clause 12.

9.3. If our supply of the Digital Goods is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any Digital Goods you have paid for but not received.

9.4. We may need certain information from you so that we can supply the Digital Goods to you. If so, this will have been stated in the description of the Digital Goods on our Platform. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 12 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Digital Goods late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

9.5. We may have to suspend the supply of a Digital Good to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Digital Good to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Digital Good as requested by you or notified by us to you (see Clause 5).

9.6. We will contact you in advance to tell you we will be suspending supply of the Digital Good, unless the problem is urgent or an emergency. If we have to suspend the Digital Good, we will adjust the price so that you do not pay for Digital Goods while they are suspended. You may contact us to end the contract for a Digital Good if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two (2) months and we will refund any sums you have paid in advance for the Digital Good in respect of the period after you end the contract.

9.7. If you do not pay us for the Digital Goods when you are supposed to (see Clause 14.5) and you still do not make payment within five (5) days of us reminding you that payment is due, we may suspend supply of the Digital Goods until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Digital Goods. We will not suspend the Digital Goods where you dispute the unpaid invoice (see Clause 14.6). We will not charge you for the Digital Goods during the period for which they are suspended.

## **10. Your rights to end the contract**

10.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) if what you have bought is faulty or misdescribed, you may have a legal right to end the contract or to get the Product repaired or replaced or to get some or all of your money back (see Clause 13);

- (b) if you want to end the contract because of something we have done or have told you we are going to do, see Clause 10.2;
- (c) if you have just changed your mind about the product, see Clause 10.3;
- (d) in all other cases, if we are not at fault and there is no right to change your mind, see Clause 10.5 or Clause 10.6.

10.2. If you are ending a contract for a reason set out below the contract will end immediately, we will refund you in full for any Products which have not been provided and you may also be entitled to compensation:

- (a) if we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 5.2);
- (b) if we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) if there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two (2) months; or
- (e) if you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see Clause 7.2, Clause 8.3, Clause 9.3)).

10.3. You have a legal right under the Consumer Contracts Regulations 2013 to change your mind within fourteen (14) days and receive a refund (subject to Clause 10.4 and 10.5).

10.4. You have fourteen (14) days to change your mind after the day you receive the Products, however:

- (a) In regard to supply of Goods: you cannot change your mind if the Product is perishable or damaged.
- (b) In regard to supply of Digital Goods: once you start downloading or streaming, you cannot change your mind even if the period is still running.
- (c) In regard to supply of Services: once we have completed the services, you cannot change your mind even if the period is still running. If you change your mind during the period that we are providing the services, you must pay us for the services provided up until the time you inform us that you have changed your mind.

10.5. You do not have a right to change your mind:

- (a) In regard to supply of Goods: after sealed Goods have been unsealed or any Goods have become mixed inseparably with other items.
- (b) In regard to supply of Digital Goods: after you have started downloading or streaming digital content.
- (c) In regard to supply of Services: once services have been completed, even if the cancellation period is still running.

10.6. Even if we are not at fault and you do not have a right to change your mind under Clause 10.3, you can still end the contract before it is completed (i.e. when the Product is delivered and paid for OR when the Product is downloaded or streamed and paid for OR when we have finished providing the services and you have paid for them) by giving us notice in writing. In such case, the contract will end one (1) calendar month after the day on which you contact us. We will refund any advance payment you have made for Products which will not be provided to you.

10.7. To end the contract with us, please fill in our online return form or post a printed return form to us or email our customer services at [support@ntz.team](mailto:support@ntz.team).

10.8. If you end the contract with us, we will refund you the price you paid for the Products including delivery costs, but we may make the following deductions from the price if you are exercising your right to change your mind:

- (a) deductions to reflect any deduction in value of the Products caused by you handling them in a way which would not be permitted in a shop (if we refund you before we are able to inspect the Products and later discover that you have handled them in an unacceptable way, you must pay us the appropriate amount); and
- (b) deductions to reflect the difference between the least expensive delivery method we offer and the delivery method chosen by you for the Products.
- (c) the price for the part of services already provided (up to the time you inform us that you have changed your mind) in proportion to the full price of the services.

10.9. We will make any refunds due to you as soon as possible.

- (a) in regard to supply of Goods: where you are exercising your right to change your mind, if we have offered to collect the Products from you, refund will be made within fourteen (14) days from the day you inform us that you have changed your mind; but if we have not offered to collect them, refund

will be made within fourteen (14) days from the day we receive the Products returned (or if earlier, from the day we receive evidence that you have sent the Products back to us).

- (b) in regard to supply of Digital Goods and Services: if you are exercising your right to change your mind, refund will be made within fourteen (14) days from the day you inform us that you have changed your mind.

## 11. Return of products upon end of contract

11.1. If you end the contract for any reason after Products have been delivered to you, you must return them to us by emailing our support centre at [support@ntz.team](mailto:support@ntz.team) and we will arrange the return.

Note: If you return items in which you've saved personal information, such as laptops, cameras or other electronic devices, you must erase this information completely before sending the product back to us. For items sold by Netizens, return costs may be deducted from your refund depending on the reason for return.

You will be asked to provide updated credit or debit card information if you try to create a replacement for an item which was paid for by a prepaid debit card. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

11.2. We will pay the costs of return (or our collection) of the Products only if:

- (a) the Products are faulty or misdescribed; or
- (b) you are ending the contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- (c) In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return (or our collection) of the Products.

## 12. Our rights to end the contract

12.1. We may end the contract for a product at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, shipping address, billing details;
- (b) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services; or
- (d) you do not make any payment to us when it is due and you still do not make payment within fifteen (15) days of us reminding you that payment is due.

12.2. If we end the contract in the situations set out in Clause 12.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 13. If there is a problem with the product

13.1. If you have any questions or complaints about the product, please email us at [support@ntz.team](mailto:support@ntz.team).

13.2. We are under a legal duty to supply Products that are in conformity with this contract. Nothing in these terms will affect your legal rights in relation to the Products, which are summarised below.

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### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

13.3. If your product is **goods**, for example shampoo, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- (a) up to 30 days: if your goods are faulty, then you can get an immediate refund.
- (b) up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

(c) up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also Clause 10.3.

13.4. If your product is **digital content**, for example a mobile phone app or a subscription to a tutoring service, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

(a) if your digital content is faulty, you're entitled to a repair or a replacement.

(b) if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

(c) if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also Clause 10.3.

13.5. If your product is **services**, for example a support contract for a laptop or tickets to a concert, the Consumer Rights Act 2015 says:

(a) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

(b) if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

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13.6. If you wish to exercise your legal rights to reject Products, you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at [support@ntz.team](mailto:support@ntz.team) for a return label or to arrange collection.

## 14. Price and payment

14.1. The price of the Product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see Clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

14.3. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If the correct price for the Product at your order date is less than the price stated to you, we will charge the lower amount; but if it's higher than the price stated to you, we will contact you for your instructions before we accept your order.

14.4. We accept payment via online payment methods and major credit and debit cards.

14.5. Payment Terms:

(a) in regard to supply of Goods: you must pay for the Goods before we despatch them.

(b) in regard to supply of Digital Goods and Services: we will invoice you for the Products until completed. Each invoice must be paid within five (5) calendar days from the date of its issue.

14.6. If you think an invoice is wrong please contact us promptly to let us know.

## 15. Our responsibility for loss or damage suffered by you

15.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you expressly discussed it with us during the sales process.

15.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for:

(a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of your legal rights in relation to the Products (including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed); and

(d) defective products under the Consumer Protection Act 1987.

15.3. **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.4. If our defective Digital Good damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

13.5. If we provide Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

## 16. Use of your personal information

16.1. When you register and otherwise use our Platform, you provide us with personal data which is collected and used in accordance with the terms of our privacy policy which is accessible at [ntz.team](https://ntz.team). It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.

## 17. Other important terms

17.1. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you do not wish to continue the contract with the transferee, you may contact us to end the contract within one (1) calendar month of us informing you of the proposed transfer and we will refund you any payments you have made in advance for Products not provided.

17.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However:

- (a) in regard to supply of Goods and Digital Goods: you may transfer our guarantee at Clause 10.3 to a person who has acquired the Product; and
- (b) in regard to supply of Services: you may transfer our guarantee at Clause 10.3, to a person who has acquired any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

17.3. This contract is between you and us. Nobody else has any rights under this contract (except someone you pass your guarantee on to). No other person shall have any rights to enforce any of its term.

17.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

17.6. These terms are governed by and shall be construed in accordance with the laws of England and Wales.

17.7. You can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts. If you live in any EU Member State you can bring legal proceedings in respect of the Products according to EU jurisdiction rules and mandatory rules on consumer protection in the EU Member State you are living in. If you are from outside of the EU you can bring legal proceedings in respect of the Products according to international jurisdiction and choice of law rules.

## APPENDIX 1. PROVISION OF PACKAGES

A **“Package”** means a combination of at least two different types of Goods, Digital Goods and/or Services offered to you upon purchase of a Membership subject to Appendix 1 Membership Agreement if at least one of the following conditions occurs:

- (a) these services are combined by us directly or by a single supplier, even at your request or according to one of your selections, before a single contract for all the services is concluded;



(b) even if these services are concluded with separate contracts with individual Goods, Digital Goods and/or Service providers, these services are:

- (i) offered, sold or invoiced at a fixed or inclusive price;
- (ii) advertised or sold under the name "package" or similar name;
- (iii) combined after the conclusion of a contract with which we or particular supplier allow you to choose from a selection of different types of Goods, Digital Goods and/or Services or purchased from separate suppliers through linked electronic processes where your name, payment details and e-mail address are transmitted us or the Supplier with whom the first contract is concluded to one or more Suppliers and the contract with the latter Supplier or Suppliers is concluded at the latest 24 hours after the confirmation of purchase of the first Good, Digital Good and/or Service.

A **"Package contract"** means a contract on a package as a whole or, if the package is provided under separate contracts, all contracts covering the Goods, Digital Goods and/or Services included in the package.

A **"Start of the Package"** means the beginning of shipping of Goods, supply of Digital Goods and/or the performance of Services included in the package;

### **Concept of Package**

A Package consists of a combination of at least two different types of Goods, Digital Goods and/or Services.

These Goods, Digital Goods and/or Services are combined either by us or by a single supplier, even at your request or according to a selection, before a single contract for all the Goods, Digital Goods and/or Services is concluded.

### **Changes, Returns and Refunds.**

**(a) All sales are final. We do not offer returns, refunds or exchanges on any Packages designated on the Platform.**

(b) We make every effort to ensure that each Package is packaged correctly; however, in the event a product in a Package is either missing or broken please reach out to us immediately (e-mail to: support@ntz.team) and we will either re-ship the item (if such item is still in stock) or refund the cost of the missing and/or damaged item.

We reserve the right to unilaterally change the conditions of the Package, other than the price, if the change is insignificant. Communication is carried out clearly and precisely through a durable medium, such as e-mail.

If, before the Start of the Package, we are constrained to alter significantly any of the main characteristics of the Package or cannot fulfil the specific requests expressed by you and accepted by us or propose to increase the price of the package by more than 15%, you may accept the proposed change or terminate the contract, without paying any penalties.

In the event of termination, we may offer you a substitute Package of an equivalent or higher quality. We will inform you without undue delay in a clear and precise manner on a durable medium of the proposed changes and their impact on the price of the package. You must inform us of your decision within two working days of receiving notification of changes. If the changes to the Package contract, or to the substitute Package result in a Package of lower quality or cost, you will be entitled to an appropriate price reduction.

### **Manufacturer's Warranty and Disclaimers.**

We do not manufacture or control any of the products or services offered on our Platform. The availability of products or services through our Platform does not indicate an affiliation with or endorsement of any product, service or manufacturer. Accordingly, we do not provide any warranties with respect to the products or services offered on our Platform to the greatest extent permitted by the applicable law.

All Goods, Digital Goods and Services offered on our Platform are provided "as is" without any warranty whatsoever, including, without limitation, any (a) warranty or merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by the law, course of dealing, course of performance, usage of trade, or otherwise.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you.

You affirm that we shall not be liable, under any circumstances, for any breach of warranty claims or for any damages arising out of the manufacturer's failure to honour its warranty obligations to you, if applicable.

You are responsible for providing us with correct and accurate addresses and full names of your intended recipients when entering shipping information on or through the Platform. In the event that you provide us with incorrect or inaccurate addresses for your intended recipients, commercially reasonable efforts will be made to correct such incorrect or inaccurate information **prior to shipment or performance** if you notify us via e-mail and provide us with both your order number and the modification you would like to recipient's name and/or address.

As previously stated, if the item has already shipped or the service has already been performed, we will not be responsible for lost or returned packages or any loss connected with said services. If the item has shipped or we or our supplier have started to perform the service and you would like to make changes to the recipient and/or their address, you must contact the shipping company or end-performer, as applicable, and the shipping company or the end-performer may charge you a fee for such change(s). In the event items are returned to our warehouse, you will be charged a fee for us to re-ship such items to the correct address. In the event that a package(s) is not sent back to our warehouse and is lost, we will ship a new package (subject in all cases to item availability and cost) to the correct address at fifty percent (50%) of cost.

This Appendix constitutes the entire understanding between you and us with respect to any and all use of the Packages.

Any provision of this Appendix which by its terms imposes continuing obligations on either you or us shall survive termination of this Appendix.

If any part or subpart of this Appendix is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Appendix shall continue in full force.

This Appendix shall be governed by and construed in accordance with laws of England and Wales without giving effect to any choice or conflict of law provision or rule. We and you irrevocably submit to the exclusive jurisdiction and venue of courts of England and Wales.

## **APPENDIX 2. TERMS AND CONDITIONS OF NETIZENS MEMBERSHIP**

WHEREAS, you would like to join our membership program and acknowledge and agree to be bound by the terms and conditions listed herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), we and you do agree as follows:

### **Membership**

This Appendix forms a legally binding agreement between you and us and governs your access and use of our services (the "Membership Services"). This Appendix also covers our provision of services (the "Membership Services"). Hereinafter, "you" and other third-person pronouns will refer to Member or Partner.

By purchasing a Membership or in any way accessing or using any of the Membership Services, you agree to be bound and abide by this Appendix and any amendments thereto. Read this Appendix carefully before using any of the Membership services, especially since this Appendix may affect your legal rights, such as requiring binding individual arbitration and limiting your right to bring a lawsuit. If you do not agree to these terms, please do not buy Membership or use any of the Membership Services.

You may not order or obtain the Membership if you (a) do not agree to these terms, (b) are not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract with Netizens Group Limited, or (c) are prohibited from accessing or using this Platform or any of this Platform's contents, goods or services by applicable law.

## **Membership Services**

The Membership Services provided by us to you are as follows:

1. Level of the Referral Agreement:
  - a. Depending on the purchased class of Membership you will be invited to execute an additional Referral Agreement with us. The level and wording of the said Referral Agreement will differ depending on the purchased class of Membership;
2. Product Package:
  - a. Depending on the purchased class of Membership you will be invited to purchase a Package of Goods, Digital Goods and/or Services subject to Appendix 1 Provision of Packages and Netizens Terms and Conditions in general.
  - b. Depending on the purchased class of Membership you will be offered a Package of different size and value. Under relevant circumstances you may be offered to purchase the said Package for free. You acknowledge and agree that prices of Memberships and Packages are at sole discretion of the Netizens and may change from time to time, for a current price and conditions please refer to relevant webpages of our Platform.
3. All prices and descriptions of Memberships can be found on relevant webpages of ntz.team. Please refer to the Platform before commit any purchase, action or omission. Please note, that prices of Memberships and Packages are at sole discretion of the Netizens and may change from time to time, for a current price and conditions please refer to relevant webpages of our Platform.

The Membership Services will specifically include our ability and responsibility to deal with all requisite third parties.

## **Membership Fees**

You will be responsible for the payment of fees ("Membership Fees") to us as follows:

A non-refundable initiation fee is required. You acknowledge and agree that you will have rights and obligations under this Appendix only if you have paid Membership Fees in full. Membership Fees may be paid via online payment methods and major credit and debit cards. All prices and descriptions of Membership Fees can be found on relevant webpages of ntz.team. Please note, that Membership Fees are at sole discretion of the Netizens and may change from time to time, for a current price and conditions please refer to relevant webpages of our Platform.

## **Termination**

This Membership Appendix shall continue for 12 months since the date when you have purchased the Membership.

This Appendix may also be immediately terminated in the event that there is a breach of the terms of this Appendix by either you or us. This Appendix will also immediately terminate upon your death, your inability to pay the Fees required, and/or our liquidation, dissolution or discontinuance in any manner.

## **Limited Licence**

You acknowledge and agree that our name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by us or our affiliates, licensors, or suppliers.

You acknowledge and agree that the source and object code of certain Membership Services and the format, directories, queries, algorithms, structure, and organisation of the same are our intellectual property, proprietary, and confidential information and our affiliates, licensors, and suppliers.

You expressly agree not to do anything inconsistent with our ownership of all of the intellectual property discussed herein. You further agree that there are no rights, title, or interest in or to any Membership Services, except as stated in this Appendix. In addition, except as expressly set forth in this Appendix, you are not

conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights belonging to us or any third party.

For any Membership Services which enable you to use any software, content, equipment or other physical or non-physical materials owned or licensed by us, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Membership Services, and any related software, content, equipment or other materials for your personal non-commercial use only.

## **Restrictions**

You are prohibited from, and expressly agree that you will not:

- (i) circumvent or disable any content protection system or digital rights management technology used with any Membership Services;
- (ii) decompile, reverse engineer, disassemble or otherwise reduce any Membership Services to a human-readable form;
- (iii) remove identification, copyright, or other proprietary notices in or on the Membership Services;
- (iv) access or use any Membership Services in an unlawful or unauthorized manner, or in a manner that suggests an association with our content, products, services or brands, unless you have an executed agreement with us that allows for such activity;
- (v) use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any Membership Services or any part thereof, except as expressly authorized in this Appendix or as part of the Membership Services provided to you;
- (vi) introduce a virus or other harmful component, or otherwise tamper with, impair, or damage any Membership Services or connected network, or interfere with any person or entity's use or enjoyment of any of the Membership Services;
- (vii) access, monitor, or copy any element of the Membership Services using a robot, spider, scraper or other automated means or manual process without our express written permission; or
- (viii) sell, resell, or make commercial use of the Membership Services, unless you have an executed agreement with us that expressly allows for such activity.

## **Third Party Services**

Certain Membership Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). We do not control any Third-Party Services. We additionally make no claim or representation regarding the third-party services and accept no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from our websites, application, software or any other element of the Membership Services. There is no implied affiliation, endorsement, or adoption by us of these Third-Party Services and we shall not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal agreements that apply to these Third-Party Services.

## **Your consent:**

You agree to hold us, our owners, affiliates, and representatives, harmless from any damage, whether tangible or intangible, that may happen to you while participating in the Membership Services.

You agree that we offer our membership program with no guarantee of results of any kind. You agree that any results that occur during your membership, whether positive or negative, are the effects of your own personal choices.

You agree and verify that all of the information you have given us and our representatives is accurate, up to date, and without the omission of any requested information.

You agree and verify that even if you have omitted any necessary personal information, whether knowingly or unknowingly, you will hold us harmless against all liability for any damages that may occur to you or others because of your actions or inactions.

You agree to notify us of any changes or upcoming changes concerning your personal information.

## **Assumption of Risk**

You agree and understand that your participation in the Membership Services may involve risks. These risks may lead to tangible or intangible harm, and you agree that these risks may result not only from your own actions but also from the actions of others. With the knowledge and understanding of these risks, you choose, of your own will and volition, to continue participating in the Membership Services.

## **Indemnification**

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable legal fees, which may arise from or relate to your use or misuse of the activities, your breach of this Appendix, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may participate in our own defence, if so desired.

## **Miscellaneous**

This Appendix constitutes the entire understanding between you and us with respect to any and all use of the Memberships and Membership Services.

Any provision of this Appendix which by its terms imposes continuing obligations on either you or us shall survive termination of this Appendix.

If any part or subpart of this Appendix is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Appendix shall continue in full force.

This Appendix shall be governed by and construed in accordance with laws of England and Wales without giving effect to any choice or conflict of law provision or rule. We and you irrevocably submit to the exclusive jurisdiction and venue of courts of England and Wales.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Appendix. All notices shall be delivered by email or at the address which the parties may designate to each other, personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Appendix, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

Headings to this Appendix are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Appendix.