

Avianceshop.com

Terms of Use (Version 2017.1)

Welcome all of you to Unilever Network, a business under the supervision of Unilever. (It is referred herein as “Unilever Network.”) This website contains information for entrepreneurship, products and services, benefits, activities as well as online services such as applications for Business Associate (“BA” hereafter), Affiliate (AF hereafter) or Privileged Shopper (PS hereafter), ordering products, checking personal data about conducting business with Unilever Network, etc.

Unilever Network does not restrict website’s viewers or website’s users to be only its BA, AF or PS. (You can learn about the details of each type of members at the ‘Privileges’ page.) The general customers or those interested could also view the website and receive services. (The term “You” in this Agreement refers to BA, AF, PS, general customers and those interested.)

Unilever Network holds the ownership and has sole authority over any management and action on this website. In using this website, you, nevertheless, need to comply with the conditions and accept the terms of agreement as the following.

1. Terms of Agreement

Before you agree to be a user of this website, you need to read and accept all the conditions according to the terms of agreement (“Agreement” hereafter) and the conditions regarding the Privacy Policy of Unilever Network. However, your using this website implies that you agree to be bound by the Agreement of which the details are provided below and in various links Unilever Network has included, and that you agree to be bound by additional agreement which may be corrected or updated in the future. (Unilever Network reserves the right to occasionally update or make changes to the agreement without prior notice but the new copy of updated version will be announced on this website.) The implication extends to that you understand and agree with the corrected or updated version of the Agreement. Therefore, using the service on this website after the date of correction or update means that you agree with every part of Agreement, both the original part and the part that is later corrected or updated. **If you have thoroughly read this Agreement and Privacy Policy and do not agree and do not comply with those conditions, please terminate the use of this website immediately.**

2. Language of Agreement

In case Unilever Network prepares a translated version of Agreement in any foreign language such as English for you, you need to accept that the translated version of Agreement is prepared for your convenience only while the Agreement in Bahasa Malaysia still has the effect of bound relation between you and Unilever Network.

If there are conflicts between statements in Bahasa Malaysia Agreement and the translated one, please be obliged to the conditions in Bahasa Malaysia Agreement as it is legally effective.

3. Eligibility and Access

Unilever Network creates this website for business and commerce. You may not use the website and may not accept the Terms of Use if (a) you are under 18 years of age, or (b) you are barred or otherwise legally prohibited from using or accessing the website under the laws of your country in which you are resident. If you are over the age of 16 but

under 18, you should review these Terms of Use with your parent or guardian to make sure you both understand them.

Unilever Network reserves the right in its sole discretion to modify or discontinue the website or specific portions of it without notice to you. Unilever Network will not be liable if for any reason our site is unavailable at any time or for any period.

Subject to applicable law, Unilever Network reserves the right to suspend or terminate access to the website without notice for failure to comply with the Terms of Use or the Unilever Policies, for infringing copyright or any other intellectual property right, or for any other reason (including repeat minor offences). The decision to terminate an individual's access to the website shall be final and binding.

4. Beginning Using the Service

Unilever Network is a business under the supervision of Unilever which has affiliates located in many countries around the world so the affiliates in certain countries may also conduct Unilever Network of their own, and they can service you under the name of Unilever Network if you agree and accept the conditions of such affiliates and allow them to service you.

However, Unilever Network has arranged the services and has provided the useful knowledge on this website. For a general service that does not require user's account and Password, you can start viewing and receiving services immediately, for example, receiving information about Unilever Network, general information about conducting business, information about products and activities. However, for some services that Unilever Network provides only to users registered with this website which include services prepared only for BA, AF, and PS of Unilever Network, for example, checking obtained rights and benefits and uploading and posting personal data, to get access to such services, you need to have Account ID and Password of this website, which could be obtained after registering with the website according to required conditions and steps.

5. Using the Website

While you are using this website,

- You completely understand that all data on this website, which you may have a right to access as part of the service or during using the service, are under sole responsibility of the person who generates them.
- You allow Unilever Network to select, review, modify, correct, reject, or delete any content on the website at any time as Unilever Network sees appropriate, which includes the information generated by users or users of services on this website (and Unilever Network has no obligation with these data.)
- You completely understand that in using this website, you may come across statements, pictures, or any content that is unpleasant, inappropriate, or irritating to you. Therefore, you will have to use the website or the service at your own risk.
- In using some services such as ordering products, you must provide personal information (such as first name, last name, address, phone number and email address, etc.), which is part of identification process and registration for data collection. This allows Unilever Network to

assist you continuously. You accept that the information given to Unilever Network is correct, truthful, and always updated. Nevertheless, the information about credit card that you may need to provide when completing payment will be generated on the website of the bank through electronic banking service - such information is not collected by Unilever Network. Therefore, if unfortunately your information about credit card is partly or entirely disclosed to the outsiders, you need to understand and accept that Unilever Network does not hold any responsibility for the disclosure and you cannot claim damages from Unilever Network.

- You allow Unilever Network to place any data of public relation or advertisement to promote Unilever's business at any location on the service page of this website, including the pages before you get access to the information or use services. These data of public relation or advertisement may be subjected to change without any special notice.
- You accept and completely understand that you must secretly keep your personal Password of any account to get access to information and services so you are solely responsible to Unilever Network for all activities processed under your account.
- If you know of any use of your Password or your account (Username) without your permission, you agree to inform Unilever Network immediately.
- You accept that you are solely responsible (and Unilever Network does not hold any responsibility to the third party) for the information you generate, submit, or display during using this website, including the results from your action which cover the loss or damage Unilever Network may receive.

While using this website, you must not do the following:

- Uploading or writing a post containing any statement, picture, symbol, video, or material that is inappropriate or illegal on this website.
- Uploading or writing a post containing any statement, picture, symbol, video, material, or trademark, service mark, trade name, or information of any company or organization which is not Unilever Network, which may confuse other users of this website or in some cases may violate others' intellectual properties.
- Participating in any activity that interrupts or disturbs services (or servers and network connected to services).
- Involving in dangerous acts and in acts that intimidate, libel, disturb, violate laws or violate the rights of third party or violate policy and agreement established by Unilever Network.
- Using this website if your making any legal documents or contracts is prohibited by law or you are underage or you are a person whose right to use services has been revoked by Unilever Network either temporarily or permanently.
- Giving false, distorted, deceiving, counterfeited data, or using others' data resulting in damages to those people.
- Writing a post containing spam, chain letters, or involving chain business.
- Spreading virus or sending any technology that could disturb, interrupt or endanger services on this website and assets of Unilever Network.

- Copying and collecting other users' data including personal data and secret information without permission.
- Copying, reproducing, and modifying any trademark, trade name, picture, symbol, domain name, and other features such as brand name, content, video or data generated by Unilever Network or by those using the website or services, without permission.
- Copying, reproducing, extending, reengineering, decomposing, or decoding software or any part of other features unless such acts are evidently allowed by the law.
- Making a copy, copying, reproducing, selling, exchanging or transferring the right to others in using services or getting access to data for any purpose or performing any act resulting in the transfer of data, account, member number, personal Password to others (because the right you obtain from Unilever Network is individually specific) unless Unilever Network gives you a written permission to perform such acts.
- Using the website for an unlawful purpose or unlawful purposes.

6. Permission for Using Your Data

Unilever Network does not request your secret data from you through this website so any data that are communicated, submitted, uploaded, presented, broadcast, or post on this website will not be considered secret. However, you still maintain your ownership and copyrights and any existing rights for the data you create or present on the website by posting, uploading or any method in presentations of such data.

You permit Unilever Network to reproduce, modify, adjust, translate, disclose, operate in public, present to public, and distribute your data or present them on this website without having to be pay for ownership price. The objective of this permission is for Unilever Network to be able to present, distribute, and promote using this website or other websites of Unilever Network. Also Unilever Network is permitted to disclose such data to companies, organizations or other people in relation with Unilever Network for providing services together and using data to support such services.

You confirm and ensure Unilever Network that you have lawful rights and hold responsibility in granting the permission mentioned above.

7. Software Improvement

The software you are using may be set up or improved by Unilever Network automatically and periodically to enhance its efficiency and improve the operation on this website and probably adjust its arrangement or correct the operational mistakes. You agree to receive such software improvement (and permit Unilever Network to submit the modification to you if needed) as part of using the website.

8. Privacy

8.1 Unilever Network regards your privacy to be of most importance.

8.2 Unilever Network is committed to the protection of your privacy and your personal data as stated in the Privacy Policy of Unilever Network.

8.3 Unilever Network is committed to taking care of and paying great attention to giving services along with a security protection standard to make all users' data safe.

9. Abuse of the Website

Unilever Network and its employees have cooperated with greatest efforts to make this website up and running all the time, make it suitable and secured for users of the website and services. Thus, if Unilever Network knows of unsuitable acts or acts violating Agreement or any policy announced by Unilever Network, Unilever Network reserves the right to move or delete any information or action to terminate such acts, including withdrawal of account number and personal Password. However, Unilever Network still has the right to proceed according to the law for the compensation needed to be paid by the wrongdoer.

If you come across problems, inappropriate statements or actions that violate Agreement or conditions set up by Unilever Network or any action that may cause damages to you, Unilever Network or other people, please notify Unilever Network at order.aviancemy@unilever.com

10. Intellectual Properties

All domain names, trademarks, service marks, trade names, know-how, pictures, designs, labels, symbols, name tags, figures, voices, statements and other features including brand names, contents, videos, and any information appearing on every page of this website are intellectual properties of Unilever Network, whose rights to use are protected by law and can only be exploited exclusively by Unilever Network.

As a result, it is necessary for anyone not to reproduce, modify, imitate, adjust, distribute to public, sell, possess or conduct in such a way that the user illegally takes advantage from Unilever Network's intellectual properties as mentioned above without permission or that the user performs an act that may cause damages to Unilever Network.

In case Unilever Network knows of a person violating the rights mentioned above, Unilever Network reserves the right to proceed according to civil and criminal laws with that person to claim damages and have that person be punished by laws. Here, the feedback includes voiding the account registered with Unilever Network.

11. Fee and Service Charges

Upon entering this website to view information Unilever Network provides for general people, you will not be charged for fee or any expense unless it is meant for the application for BA or any additional service Unilever Network provides, which is necessary to request for fee or service charges and it will be announced or presented evidently by Unilever Network.

12. Limitation and Reservation of Rights

You agree and accept limitation and reservation of rights of Unilever Network as the following:

12.1 Unilever Network will provide information about business, innovation, and new knowledge as well as continuous improvement to give the best experience to every website user and you accept that the type and characteristics of services, information, announcement, contents or any

component provided by Unilever Network may be changed, adjusted, and updated without prior notice and it may be changed periodically without prior warning.

12.2 The information presented on this website is not meant to be used as a suggestion from an expert whatsoever and all data or some contents on this website such as comments from web users or service users or uploaded data or statements in a post on this website are information written or presented by outsiders or some users who are not related to or out of control of Unilever Network. Therefore, Unilever Network does not hold any responsible for damages, accusation, claims or any violation either in civil or criminal way or any legal responsibility, which are resulted from such information, even though those may affect your or the outsiders' computer equipment, possession, rights, business or reputation, whether they are bound by contracts, violation, criminal responsibility or others.

12.3 In the service that needs to show details about type of business conduct and creative and updated data which are created during the cooperation between you and Unilever Network, you comply and accept that Unilever Network may stop (temporarily or permanently) providing any service of this website partially or totally to you or general users under sole consideration of Unilever Network without prior notice and you agree not to claim damages from Unilever Network. However, you may stop using services at any time. You do not need to clearly inform Unilever Network about your decision to terminate using services.

12.4 You comply and accept that Unilever Network can disable access to your data or services by making them partially or totally unreachable on this website without prior notice.

12.5 You comply and accept that even though at present Unilever Network may not limit the storage area or the amount of data you may store, receive, or submit through Unilever Network's websites, Unilever Network still has a right to change this condition at any time Unilever Network may see appropriate.

12.6 Unilever Network prepares the information and various components and provides you the acquired and existing information which is not meant to be used as a suggestion from an expert whatsoever. Even though Unilever Network makes full effort for all components of the websites, you need to use them at your own risk. You can make proper use of them according to their current form and status. Although they have been already stated, explained, or defined, Unilever Network does not endorse and guarantee anything including correctness, precision, completeness, appropriateness, and perfection of:

- Information, announcement, contents, services or any components on this website which are generated by Unilever Network.

- Information, announcement, contents, services or any components on this website which are brought from outside sources.

- Safety in exercising user's right to enter this website and deprivation of any computer virus, hacker, technology, or information on this website which may interrupt the work or may be dangerous to computer equipment or cause any other damages.

- Getting access or entering to use services of the website uninterruptedly all the time.

- Being disturbed during using the website and services.

Here, the information mentioned above inclusively means information about price and availability of products and Unilever Network does not hold any responsibility or pay any penalty for damages caused by such information, announcement, contents, and components. In addition, Unilever Network is not obliged to correct any mistake, imprecision, defect, exception, or mistype (if any) in the information that is recorded on the website.

12.7 Unilever Network cannot guarantee you that using the website or services will meet every one of your purposes or you will not come across defects in the operation or in any function of software which is part of the website operation.

12.8 Unilever Network refuses the responsibility for damages, loss, or costs, whatever the cause is, which is attributed to using this website or other websites connected to this whether Unilever Network or people involved may have been informed of the damages, the loss or the costs in advance or not. Here, they also include damages, loss or costs resulted from wrong orders, profit loss, ineffective registration, software or information theft which is resulted from and is under any liability or related to:

- Using this website or being unable to get access to this website by others or
- Errors in operation, defects, exception, interruption, damages, delay during operation or submission or
- Errors of data transmission line or system or distribution of virus through computer system or any other technical damages even though Unilever Network, Unilever Network's employees, Unilever Network's officials have suggested the possibility or likeliness for those damages, loss or costs to occur.

12.9 In case Unilever Network has not informed or has not exercised its right to enforce or has attenuated some conditions according to this agreement or policy that Unilever Network has announced or there have been some conditions that are not effective or unable to be enforced whatever the cause is, it does not mean that that Unilever Network does not exercise its right, does not enforce, or does not attenuate such conditions or criteria or that the conditions and criteria that could not be enforced will affect other conditions and criteria that could be enforced and it does not mean that Unilever Network agrees to waive its right to enforce such conditions or criteria in the future - the conditions may be enforced at later times and whatever the case is, this will not be understood to be an abstention of the right in this Agreement or in any policy that Unilever Network has established.

12.10 Unilever Network can make sole judgment in revoking or withdrawing all or some of the rights to get access to data or services on this website, and in deleting or moving or acting in any way to stop broadcasting any content under your personal Password or your right to use this website whatever your reason is, when Unilever Network believes that you have violated or have done something violating the Agreement or policy set up by Unilever Network or you may fail to rightly exercise your rights in using the website.

13. Web Links

13.1 The links to outsiders' websites may be provided only for your convenience. Whenever you use the links, you will leave this website. Unilever Network does not check or control and does not hold any responsibility for outsiders' websites or contents. Thus, Unilever Network will not warrant or represent those websites or their information, software, content or any result probably

acquired from those websites. You have sole responsibility for your decision upon entering the outsiders' websites which are linked to this website.

13.2 You may construct a link from another website to this website, provided that you must receive Unilever Network's permission and you have to follow the guideline in making a link with Unilever Network's websites and comply with all the related laws.

14. Contents of the Website Disclaimer

The material on the website (including any graphics, software, digital content, recommendations or other materials) and any material made available through the website is provided "as is" and without conditions or warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Unilever Network disclaims all conditions and warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Unilever Network does not warrant or make any representations regarding the use or the results of the use of the material on the website in terms of its correctness, accuracy, reliability, or otherwise. The material on this website could include technical inaccuracies or typographical errors and could be inaccurate or become inaccurate as a result of developments occurring after their respective dates. Unilever Network undertakes no obligation to verify or maintain the currency of such information.

15. Operation of the Website Disclaimer

Unilever Network endeavours to maintain this website and its operation, but is not, and cannot be, responsible for the results of any defects that may exist in the website or its operation. As to the operation of the website, Unilever Network expressly disclaims all conditions and warranties of any kind, whether express or implied, including, but not limited to all implied warranties of merchantability or fitness for a particular purpose, title and non-infringement. Unilever Network makes no warranty that (i) the operation of the website will meet the user's requirements; (ii) access to the website will be uninterrupted, timely, secure, free of viruses, worms, trojan horses or other harmful components, or free of defects or errors; (iii) the results that may be obtained from the use of the website will be accurate or reliable; or (iv) defects will be corrected. You (and not Unilever Network) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, harmful components, errors or any other problems whatsoever you may have as a result of visiting this website.

16. Limitation of Liability

Subject to applicable law, under no circumstances shall Unilever Network, Unilever, Unilever Group companies, our licensors or licensees, be liable to you or any other person or entity for any direct, indirect, special, incidental, consequential, punitive or other damages, including lost profits, goodwill, business opportunity, personal injury (including death) and property damage, that may result from (a) the use of, or the inability to use, the website or any material on the website, (b) the conduct of any user of the website, whether in contract, tort (including negligence) or otherwise. Unilever Network shall not be liable even if Unilever or an authorized representative of Unilever has been advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, loss or corruption of data, delay in operation or transmission, line failure or computer virus, worm, Trojan horse or other harmful component.

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall Unilever Network's total liability to you for damages, losses, and causes of action whether in contract, tort (including, negligence) or otherwise exceed the amount paid by you, if any, for accessing the website.

17. Indemnification

You hereby agree to defend, indemnify and hold Unilever Network, Unilever, Unilever Group companies and each of their respective agents, licensees, successors and assigns, harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including reasonable legal fees, relating to or arising out of your use of the website as permitted in these Terms of Use, and/or any breach or alleged breach of any of your warranties, representations or agreements hereunder.

18. Relationship

Going through all steps and using any service on this website do not generate the relationship whatsoever between Unilever Network and you as a representative, partner, joint venture, employer-employee, or person authorized by law.

19. Termination of Relationship Between You and Unilever Network

This Agreement is still effective until it is terminated by you or Unilever Network according to the conditions specified below.

- If you would like to terminate relationship and would not like to be obliged for this Agreement, you can do so by sending a written notice to Unilever Network at any time or in case Unilever Network gives you an option of allowing you to close your account given by Unilever network yourself, you can proceed accordingly. To notify Unilever Network, you may contact order.aviancemy@unilever.com

- Unilever Network may terminate this Agreement or any legal obligation at any time without prior notice in the following cases:

- o You perform an act or neglect to perform an act according to what specified in this Agreement, which could be regarded as violation of the Agreement either intentionally or unintentionally.

- o Unilever Network needs to terminate its services according to the law or in case the services could not be provided temporarily or permanently in the country where you live.

- o In case a third party participating in the service in whole or in part on this website terminates the relationship with Unilever Network, resulting in the termination of services provided by that third party.

- o The services provided by Unilever Network are no longer commercially possible according to Unilever Network's judgment.

20. Laws Enforced

The conditions and agreement on this website and on any web link assigned by Unilever Network, which are part of services provided in this website including any operation and

interpretation of any condition, have to be under the existing Malaysia laws for corresponding subjects.

21. Termination of Agreement

In case there is an argument between you and Unilever Network about the Agreement in using and receiving services or about using this website, Unilever Network confirms that termination of such agreement will be based on fairness and correctness while minimum time and expenses are spent to settle the case. To begin the process, please contact Unilever Network to request for the Termination of Agreement. However, if the argument could not be settled by negotiation or mediation, any legal actions, suits or proceedings arising out of these Terms of Use (whether in contract, tort (including negligence), statute or otherwise) will be brought exclusively to the courts of Malaysia, and you hereby accept and submit to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of these Terms of Use.