



STEMEY
Singapore

Stemey Singapore Membership Agreement Terms and Conditions

Upon acceptance of this application by Stemey (Singapore) Pte Ltd, (hereafter referred to as the "Company") and the issuance of the membership ID#. I will be authorised as a Member of the Company to enjoy the privileges of the membership and agree to comply with the terms and conditions of this agreement and the Company's rules, policies and public notifications published in the official Company's website, SNS/SMS short messages, and other public methods.

1. **Membership Term & Renewal:** The term of the agreement is for twelve (12) months, or a different term length publicly announced by the company. The membership is automatically renewed each year on its anniversary date unless a party notifies the other its intent to terminate the contract. The termination notice is to be presented to the other party in writing and it takes effect within 3 days after notification is served. The Member will lose all rights and privileges including the rights to Member's downline organisation, commissions, bonuses and rewards pursuant to the Company's Compensation Plan when membership is terminated.
2. **Membership Qualification:** Anyone over 18 years old regardless of his/her education, experience, occupation, gender, religion or any other disability can apply for membership except those listed below:
 - i) An incompetent or a quasi-incompetent person;
 - ii) Individuals who are under the legal age of 18
3. **Membership Application:**
 - i) Must apply with a valid legal Identification Card. Only legal names can be used in the application. Membership rights cannot be claimed using other names besides the legal name.
 - ii) Our channel of application are i) apply in person at any Stemey Office or Stemey Member's Centre with completed and signed Membership Application Form or ii) submission via online forms. Application must be complete with his/her/their Placement#, Sponsor# and NRIC Number and Member's bank account information if participating in the Company's Compensation Plan.
 - iii) Application with falsified or intentionally misleading information will be revoked and may legally be persecuted if there are damages caused. Information submitted in the application cannot be modified after being processed without a valid reason that is acceptable to the Company.
 - iv) Acceptance and approval of the Membership Application is the sole discretion of the Company and the Company reserves the right not to disclosed the reason of a rejected application.
4. **Member's Rights:**
 - i) Member is entitled to purchase the Company's goods and services at Member's discounted price.
 - ii) Member is entitled to receive his/her/their earned referral commissions, bonuses and other rewards pursuant to the Company Compensation Plan.

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- iii) Member may purchase supplementary goods necessary for more effective business activity and participate in business or product presentations and seminars offered by the Company.
- iv) Member is an independent contractor and is entitled to conduct his/her/their business independently.

5. Member's Responsibilities:

- i) Member agrees to abide to all the Terms and Conditions of this agreement, rules and policies of the Company and corresponding country laws when conducting their business activities. Membership shall be revoked if the Company's rules and regulations are violated or when Member causes damage to the Company's reputation.
- ii) Member agrees to practise the highest ethics and business standards including dissemination of good business practices and maintenance of harmony within members.
- iii) Member agrees to promote the Company's goods, emphasising on the products excellence and competitiveness rather than disparaging other company's products and services.
- iv) Member recognises that Member's financial gain will depend on Member's continuous efforts, education and support from the Company and among other members. Thus, continuous self-development, deep understanding of the Company's system and its products, participating in trainings and seminars offered by the Company with their downline members will benefit the Member and their downline members.
- v) Member understands that they are not an employee of the Company and that they are responsible for filing their own taxes on commissions, bonuses and rewards earned from the Company.

6. Member's Prohibited Activities:

- i) Member shall not add, change or delete the appearance or content of goods and materials provided by the Company without prior Company approval.
- ii) Company's intellectual property such as trade names, products names and trademarks are owned by the Company and must not be misused or modified. Member's personal business advertisements that contain the Company's intellectual property must be used in accordance to the Company's rules and regulations. Advertisements shall not contain misleading information or exaggerated facts about the products and its benefits.
- iii) Member must take responsibility for their own conduct and shall not engage in any acts which may inflict monetary or other damages to the Company.
- iv) Member shall not cooperate with or lead other members into breaching the Company's rules and regulations but rather notify the Company for remedy when such breaching is discovered. The Company shall not be responsible for any misconduct and liabilities incurred among members.
- v) Member shall not display Company's products and materials in the misleading way without the Company's prior approval.



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- vi) Member is not allowed to sell products through any online classifieds or buy/sell sites or groups. Member is not allowed to create pages, websites, accounts or other online avenues for purchasing products (eg. e-commerce) other than Stemy produced distributor web pages (i.e replicating websites)
- vii) The following activities include but are not limited to prohibition:
 - a. Forced execution of a purchase agreement of goods, threats to impede membership withdrawal, termination of the agreement by informing false or exaggerated facts by using deceptive measures or giving false facts concerning the price or quality of goods.
 - b. Forcing others to sign up as the Member's downline by using their social status.
 - c. Delivering products to customers and sending invoices without the customers purchase order or conducting any other type of forceful sales.
 - d. Aggressive and invasive marketing which included persisting customers via phone calls, emails or text messages; even when the customer indicates they have no interest in the products
 - e. Changing downline member's address and/or phone number with intent to cause the withdrawal or termination of the membership or a purchase order.
 - f. Imposing unwanted education or forcing downline members into joining a training camp.
 - g. Misleading others into believing members are employees when members are independent contractors or allowing non-members to act as members.
 - h. Utilising the Company, its facilities and Member's downline organization only to engage in monetary transactions without the Company goods.

7. **Withdrawal and Termination of Membership:** Member may freely withdraw their membership at any time by submitting a completed and signed Membership Withdrawal Form with a copy of their valid ID card to the Company.

8. **Member's Change of Membership Status:**

- i) Member shall lose all Member rights upon withdrawal of membership, however, the liabilities and duties incurred during the membership remains with the withdrawn Member.
- ii) Withdrawn Members may re-apply for membership after 6 months with period from the withdrawal date.
- iii) New Member without any purchase activities within 6 months from the last date of purchase will get their membership status changed to Non-Active and their membership will automatically get terminated unless Member disputes with a qualified proof of Business Activity.
- iv) New Member without any purchase activity within 14 days from the registration date (Member ID issuance date), will automatically get their membership terminated.
- v) Membership can be revoked when Member violates the rules and regulations of the Company.

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- vi) Withdrawn or terminated Member shall not continue to do business in any fashion as a member of the Company. Downline members (either Placement or Sponsored) will remain as Members with full rights and responsibilities in the Company's organization.
 - vii) The Company reserves the rights to limit the access to the Company's educational facility or seminars to Members with terminated or revoked memberships.
 - viii) Member's compensation or bonuses will stop accruing from the date of the withdrawal or revocation of membership.
9. **Renewal of the Membership:** The Company may set and revise the renewal period when it becomes appropriate. The renewal period will be announced through the Company's website. Additionally, Members shall set a self-reminder to avoid missing the renewal deadline. The Company reserves the right to terminate the membership of a member who has failed to renew their membership within the renewal period. In such cases, the Company is not obligated to notify the Member in question of such termination.
10. **Change of Sponsor or Placement:**
- i) Member cannot change their Sponsor or Placement through any line. In addition, Member cannot borrow a name from others including family members (parents, siblings or relatives) with the intend to change Member Sponsor or Placement. Such an act will be considered as a line change and upon discovery of such fact the membership may be revoked. The incident may also be posted on the Company's website. However, such objection or report shall not be admitted if it is not submitted within the first 12 months from the date of the incident registration date using a borrowed name)
 - ii) Sponsor and Placement can be changed within 3 days of registration under the following circumstances:
 - 1. Where change is necessary due to introducer's misrepresentation or new Member's misunderstand of membership organizational line structure during the initial registration period.
 - 2. Where the registration application was proven to have been prepared in error by a Member or Company employee.
11. **Downline Members Position after Change of Membership:** When membership is changed due to membership withdrawal or termination the downline membership shall remain unchanged and the rights of the Member whose membership was changed shall be terminated.
12. **Limitation of Liability :** Stemy (Singapore) Pte Ltd, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as " affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If Stemy (Singapore) is found to be in breach of the terms and conditions, the maximum amount of damages Member may lay claim shall be limited to the amount of Company products that Member personally purchased from the Company and have remaining on hand.

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13. Resolution of Conflicts

1) Monetary Relief:

- a) Amicable settlement: In the event of any dispute, claim, question or disagreement arising from or relating to the Agreement or breach thereof, where monetary relief is sought, parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests attempt to reach a just and equitable solution satisfactory to both parties for a period of 60 days after the receipt of notice by a part from the other party of the existence of the dispute, claim, question or disagreement.
- b) Mediation: If no solution is reached by amicable settlement within a period of 60 days, then the dispute, claim, question or disagreement shall be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the Mediation Procedure for the time being in force, unless any of the parties serves a written notice for all the other parties and the Singapore Mediation Centre stating that it does not agree to submit the matter to mediation. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.
- c) Arbitration: If the dispute, claim, question or disagreement still remains unresolved after amicable settlement and mediation, parties shall refer to the dispute, claim, question or disagreement to be finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of 1 arbitrator, to be appointed by the President of the Court of Arbitration of the SIAC (the "President"). The arbitration shall be conducted in the English language and the seat or legal place of the arbitration shall be Singapore. The arbitrations award(s) rendered by the Tribunal shall be final and binding on the parties. Judgment on the award rendered by the Tribunal may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

- 2) Injunction Relief: Notwithstanding the above dispute resolution provision for monetary relief, nothing herein shall prevent either party from applying to and obtaining from any court having jurisdiction an interlocutory injunction, permanent injunction, or other relief available to safeguard and protect either party's interest prior to , during, or following any mediation or arbitration or other proceeding.

14. **Governing Law:** The Agreement shall be governed by and construed in accordance with Singapore law.

15. **Electronic Communication:** I authorize the Company and its affiliates to communicate with me through electronic mail at the email address provided to the Company. I understand that such email may include offers or solicitations for the sale and purchase of Stemy products, sales aids, or services.

16. **Survival:** Sections 12, 13, 14, 15, 16 and 17 of these terms and conditions, shall survive the termination of the Membership.



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17. **Data:** By creating a Membership with the Company, Member consents to the use and processing of the personal data contained in Member's Membership and the transfer of such personal data, together with information about the Member's purchase activities ("Personal Data"), to any of the Company's worldwide subsidiaries and affiliated companies, and to others who are in a sales organisation or distribution chain, for the purpose of administering the sales and distribution of Stemey's products. Member understands that this Personal Data may be transferred to recipients in countries other than the country in which the data originally was collected. Those countries may not have the same data protection laws as the country the Member initially provided the data, However, we will only transfer the Member's personal data overseas if the recipient is bound by legally enforceable obligations to provide to the personal data transferred, a standard of protection that is comparable to that under the Personal Data Protection Act 2012. In the event Member would like to make any correction to the Personal Data or obtain information on such Personal Data in the possession or under the control of the Company, Member may contact customerservice@stemey.sg (Phone: +65 69777381). I understand that it will be necessary for the Company to process my Personal Data without which I will not be able to have a Membership. The parties agree that this obligation survive the termination of the Agreement.
18. **Amendment:** Member agrees that these terms and conditions may be amended at any time at the sole discretion of Stemey (Singapore) Pte Ltd, and Member agrees that upon 30 days' notice any such amendment will apply to Member. Notification of amendments will be published in official Company materials including the Company's official website. The continuation of purchases of Stemey products shall constitute Member's acceptance of any and all Stemey (Singapore) Pte Ltd's amendments to the terms and conditions.