

Leads Management Terms and Conditions Contract

entered into between Avon Justine (Pty) Ltd and the User (“jointly the parties”)

WHEREAS

- The User is a duly appointed representative of Avon;
- Avon has access to Leads via its website; and
- Avon intends to share this information with the User to further their joint business interests, subject to the terms and conditions contained hereunder.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 “Agreement” shall mean these terms and conditions of contract;
- 1.2 “ALM”: shall mean Avon Leadership Manager
- 1.3 “Avon”: Avon Justine (Pty) Limited;
- 1.4 “Lead”: A person(s) who has loaded their personal details on the official Avon website (www.avon.co.za) with the intention of being contacted by the User.
- 1.5 “The Service”: Avon shall function as a data administrator and allow the User to access information submitted by individuals who intend to either become a Representative or a Customer of Avon, via its website (www.avon.co.za) from the link “**Avon Leadership Manager**”;
- 1.6 “the User”: is either a Sales Leader, a Zone Manager and/or an employee of the Company;

2. OBLIGATIONS OF THE PARTIES

2.1 Avon shall:-

- Upon acceptance of these terms and conditions by the User, allow the User access to Leads on its website; and
- Function as a data administrator, in receiving, storing and disseminating of information relating to Leads from its website.

2.2 The User shall:-

- Utilise the personal information given to it by Avon to contact the Lead;
- Contact the Lead within 48 hours of receiving such information from Avon and update the Lead’s Progress Status on ALM and confirm having done so; and
- The User undertakes to contact the Lead for no purpose other than anticipated in this agreement.
- The User accepts that failure to contact a Lead as per clause 2.2.2 above will result in Avon not transferring further Leads to the User until the end of the Campaign in which the failure occurred.

3. LIMITATION OF LIABILITY

Under no circumstances whatsoever, shall Avon be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Service.

Such limitation shall also apply with respect to damages resulting from the inability to use the Service, the operational failure of this functionality, or for any information or data obtained through this Service, or otherwise arising out of the use of this Service, whether based on contract, delict, strict liability or otherwise, even if Avon and/or subsidiaries have been advised of the possibility of damages.

4. GENERAL

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to the principles of conflicts of laws. The User hereby consents to the exclusive jurisdiction of the High Court of the Republic of South Africa (Witwatersrand Local Division) in respect of any disputes arising in connection with this Agreement.

5. ACCEPTANCE OF THIS AGREEMENT

By clicking on the TICK BOX, the User indicates having read these Terms and Conditions of Contract, and acknowledges and accepts these terms of contract as binding on the parties.