

PREFERRED CUSTOMER AGREEMENT TERMS AND CONDITIONS

1. This document is your application to become a Preferred Customer of LifeVantage Corporation (referred to as "LifeVantage" or the "Company"). When submitted by you and accepted by LifeVantage, this document is an agreement between you and LifeVantage.
2. I agree that membership entitles me to purchase product at wholesale prices for personal consumption and I may not sell, resell or distribute product. This obligation will continue even after my agreement is cancelled. If I wish to distribute product, I will join as an Independent Distributor and I understand that LifeVantage would not sell to me otherwise. I agree and understand product purchased must be consumed in the USA or an approved Not For Resale market and I must maintain a monthly Autoship order.
3. I understand that only one LifeVantage Preferred Customer or Independent Distributor account is allowed per person and only two per immediate household. Individuals of the same family unit may not enter into or have an interest in more than two LifeVantage accounts. A "family unit" is defined as spouses (as further defined below) and dependent children living at or doing business at the same address.
4. I understand husbands and wives or common-law couples (collectively "Spouse(s)") who wish to have separate accounts must sign a separate agreement, and must have the same enroller. Any violation of this provision may result in the termination of my account and disciplinary action against both accounts.
5. Preferred Customer Referral Program. Preferred Customers may participate in the Preferred Customer Referral Program and may qualify for a credit(s) that may be used toward the purchase of future product. If a Preferred Customer account is canceled, any referral credit(s) will be forfeited. Additional details may be found at www.lifevantage.com. LifeVantage reserves the right to change or discontinue the Preferred Customer Referral Program without notice at any time.
6. Once enrolled, I understand I may not change my Enroller or Placement Sponsor other than as allowed within the Placement Sponsor Change guidelines. If I decide to upgrade my account to become an Independent Distributor, I will submit a hard copy Independent Distributor Application to the company or upgrade through my Virtual Office login. I understand I will maintain the same ID number and genealogy position under my Enroller and Placement Sponsor.
7. As a Preferred Customer, I may change Marketing Organizations by voluntarily cancelling my Preferred Customer account, remaining inactive and not operating any LifeVantage account for six (6) full calendar months. Following the six (6) month period of cancellation and inactivity, I may reapply under a new Enroller as a Preferred Customer or as an Independent Distributor by submitting a new application to LifeVantage.
8. As a Preferred Customer, I have the right to cancel my Preferred Customer Agreement at any time. Cancellation must be submitted in writing to LifeVantage at its principal business address: 9785 South Monroe Street, Suite 300, Sandy, Utah 84070, USA. The written notice must include my signature, printed name, address, and LifeVantage Identification Number.
9. I authorize LifeVantage to submit a charge for payment, from my credit or debit card as provided to LifeVantage, for my monthly Autoship purchase of product that is specifically identified in this application or as updated. I understand applicable shipping, handling and sales tax will be added to each order.
10. I understand that my first order will be processed and shipped within five (5) calendar days of LifeVantage's acceptance of my first order. Furthermore, I understand that periodic shipments of the product that I have ordered will occur without any further action by me. I understand that there will be approximately a one (1) month interval between each shipment. I understand that applicable shipping, handling and sales taxes will be added to my Autoship order amount each month, based on the address to which my Autoship orders are sent and in accordance with the method of shipping I have selected or as I may update. I authorize LifeVantage to add such amount to the amount charged to the credit or debit card as provided to LifeVantage.
11. I understand I and/or a recipient of an order must confirm that the product received matches the product listed on the shipping notice and is free of damage. Failure to notify LifeVantage of any shipping discrepancy or damage within thirty (30) days of shipment waives a Preferred Customer's right to request a correction.
12. I understand that to change any feature of my Autoship, I must submit a new Autoship Application. Each Autoship Application will supersede all previous Autoship Applications.
13. I understand that this Autoship Agreement will remain in effect until: (1) I elect to modify it by submitting a new signed Autoship form; (2) I send, in writing, my cancellation of my participation in the Autoship Program to LifeVantage Corporation Attn: Preferred Customer Support at 9785 South Monroe Street, Suite 300, Sandy, Utah 84070, USA, by faxing 1.855.676.9280, or by calling 1.877.972.5546. I acknowledge that this cancellation notice must include my signature, printed name, address and my LifeVantage Identification Number; (3) I stop payment withdrawals by LifeVantage by notifying my issuing bank at least three (3) business days prior to the scheduled charging of my account; or (4) my payment method declines for three (3) consecutive months. Notice of cancellation must be received by LifeVantage at least three (3) business days prior to the monthly Autoship date; cancellation will become effective in the month following the month in which my notice of cancellation is received by LifeVantage.
14. I understand that I may cancel my Autoship participation within three (3) business days of the date of my submission of this application to LifeVantage and receive a full refund of any Autoship related amounts charged to my credit or debit card for the initial Autoship order. Thereafter, refunds will be available as provided in accordance with LifeVantage's policies.
15. LifeVantage offers a 30 Day Money Back Guarantee on your initial order with LifeVantage. This guarantee applies to the very first order on your account only and includes any consumable item, opened or unopened, that you are trying for the first time. Product returned within thirty (30) days after the purchase shall receive a 100% refund, less shipping and handling costs. All returns must have a Return Merchandise Authorization ("RMA"), issued through Customer Support. Please contact Customer Service with your invoice number at 1-866-460-7241 within 30 days of the invoice date. Customers are responsible for returning product to LifeVantage within ten (10) business days of issuance of the RMA or the product will not be eligible for return. Please allow for up to twenty (20) days from the time that the product is received for the refund to be processed. LifeVantage will credit the original form of payment. The following items are non-refundable: shipping fees, sales tools and promotional items.
16. I consent to the disclosure of my telephone number(s), fax number, and/or e-mail address listed on my application or as updated, and information regarding my purchases from LifeVantage, to my Enroller, Placement Sponsor and Upline. I agree that LifeVantage or a party acting on its behalf may contact me by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. I consent and agree to LifeVantage contacting me in this manner at the telephone number(s) or email address that I provided above and as updated. I understand that my carrier's standard rates will apply for calls and text messages. I may opt-out from receiving text messages at any time by replying "STOP". I understand that my consent is not a condition of purchase. I consent and agree to the LifeVantage privacy policy when I sign and submit this Preferred Customer Agreement.
17. If I have any questions about or believe any errors have been made such as referral credits, my enrollment or placement, the enrollment or placement of my downline, credit card charges, etc., I must notify LifeVantage in writing within sixty (60) days of the date of the purported error or incident in question. LifeVantage will not be responsible for any errors, omissions or problems not reported to the Company within sixty (60) days of the purported error or incident in question.
18. Preferred Customer does not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of LifeVantage. Any attempt to transfer or assign the Agreement without the express written consent of LifeVantage is totally ineffective and void and will be a material breach of this Agreement. LifeVantage has the right to transfer or assign any or all of its rights and to delegate any or all of its duties under the Agreement without the prior written consent of the Preferred Customer.
19. I understand that LifeVantage may amend this Preferred Customer Agreement. I agree to be bound by all such amendments and that my only remedy for not accepting such amendments is to immediately terminate this Agreement. My placing an order or accepting an order after publication of any amendment will constitute my acceptance of the amendment.
20. I agree that personal jurisdiction and venue for any dispute arising out of or relating to this Agreement are proper exclusively in the state and federal courts located in the State of Utah, County of Salt Lake and I hereby submit to, and waive any objection to, personal jurisdiction or venue in such courts for such purpose.

By signing and submitting this form and payment for my Preferred Customer order, I am applying to become a LifeVantage Preferred Customer. I acknowledge that I have read and agree to the Terms and Conditions on the front and back of this Agreement.