

## PREFERRED CUSTOMER AGREEMENT TERMS AND CONDITIONS

1. I understand that as a LifeVantage Preferred Customer, I am eligible to purchase product at the Subscription price as long as I maintain an active monthly Subscription order. I understand that I may not sell, resell or distribute LifeVantage Products or participate in the Distributor Compensation plan.
2. I authorize LifeVantage to submit a charge for payment, from my credit or debit card as provided to LifeVantage, for my monthly Subscription 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.
3. 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 Subscription order amount each month, based on the address to which my Subscription 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.
4. I understand that if I wish to make changes to my Subscription order, I can do so by making the changes online in my Virtual Office (<https://evo-lifevantage.myoffice.com>) or by contacting Customer Care at least three (3) business days prior to the next monthly Subscription date.
5. I understand that my Subscription order will remain in effect until I: (1) elect to modify it by submitting a new signed Subscription form; (2) contact Customer Care by calling 1.866.460.7241, or by emailing [support@lifevantage.com](mailto:support@lifevantage.com), or by writing, Attn: Customer Care at 9785 S. Monroe Street, Suite 400, Sandy, Utah 84070. Notice of cancellation must be received by LifeVantage at least three (3) business days prior to the monthly Subscription date: cancellation will become effective in the month following the month in which my notice of cancellation is received by LifeVantage.
6. I understand that I may cancel my Subscription order within three (3) business days of the date of my submission of this application to LifeVantage and receive a full refund of any Subscription related amounts charged to my credit or debit card for the initial Subscription order. Thereafter, refunds will be available as provided in accordance with LifeVantage's policies.
7. Product returned within thirty (30) days after the purchase shall receive a 100% refund, less shipping and handling costs. Only unopened product shall be eligible for a refund, unless defective. Product must be in resalable and restockable condition in order to be eligible for a refund. Resalable is defined as product still in its original packaging, with seals and wrapping in place. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. All returns must have a Return Merchandise Authorization ("RMA"), issued through Distributor Support. Preferred Customers are responsible for returning product to the 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. If a shipment is refused, whether it is a Subscription or an order that has just been placed, LifeVantage will charge a \$10.00 shipment refusal fee to the form of payment on file.
8. I consent to LifeVantage, my Sponsor, Placement Sponsor and Upline contacting me at the telephone number(s), fax number(s), and/or email address(es) listed on my application or as updated. I consent to the disclosure of such information and information regarding my purchases from LifeVantage to my Sponsor, Placement Sponsor and Upline.
9. 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.
10. 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 Sponsor. Any violation of this provision may result in the termination of one or both Spouse's accounts.
11. I understand that I may change my Sponsor or Placement Sponsor by having my Sponsor complete and submit a Change of Sponsor Request form which will simply require my Sponsor's signature.
12. As a Preferred Customer, if my Sponsor does not complete a Change of Sponsor Request form, I may change Sponsors 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 open a new Account under a new Sponsor as a Preferred Customer or as an Independent Distributor by submitting a new application to LifeVantage.
13. I understand I may voluntarily cancel my Preferred Customer Account at any time by sending a request to LifeVantage Customer Care via email, fax or mail. If by mail or fax, the request must contain my name, shipping address and LifeVantage identification number. If by email, it must contain my name, shipping address, LifeVantage identification number and come from the email account on record.
14. I understand that LifeVantage may amend the 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 amended Agreement.

**Insufficient Funds and Declined Credit** LifeVantage reserves the right to assess a reasonable charge for any electronic funds transfer returned unpaid by your bank. Thereafter, LifeVantage reserves the right to deny your request to order products online through the Electronic Bank Draft Program. In the event that your credit card charge is declined, your order will not be accepted.

**Back Order Policy** As a general rule, LifeVantage will not back order out-of-stock items. However, LifeVantage may back order Subscription Order items, if necessary.

**Shipping Discrepancies** If you fail to notify LifeVantage of any shipping discrepancy or damage within thirty (30) days of shipment, you may lose your right to request a correction.

LifeVantage warrants the quality of its products and shall exchange any defective product.

These Purchase Terms and Conditions and your Purchase Agreement represent the complete agreement between you and LifeVantage with respect to your online product purchase, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Utah, U.S.A. Any action relating to the use of the LifeVantage web site or your online purchase must be brought in the state or federal courts located in the State of Utah, Salt Lake County.

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.

