

# European Union LifeVantage Rewards Circle Program Terms and Conditions

IMPORTANT LEGAL INFORMATION: PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR PARTICIPATION IN THE LIFEVANTAGE REWARDS CIRCLE PROGRAM.

Welcome to the LifeVantage Rewards Circle Program (the “**Program**”). These Program Terms and Conditions (“**Program Terms**”) contain important information about your rights and obligations in the Program and govern your participation in the Program. The effective date of these Program Terms is 1 February 2024 (“**Effective Date**”).

## 1. Definitions; General Information.

### About us and definitions

This Program is provided by LifeVantage Netherlands B.V. (“**LifeVantage**”), which is solely responsible for the Program and these Program Terms. In these Program Terms, “**Participant**”, “**you**”, and “**your**” mean the Account holder. “**Account**” means your Program account. “**We**”, “**our**”, “**ours**”, and “**us**” mean LifeVantage. “**Participation**” means earning Rewards Components and Reward Credit redemptions, and any other benefits associated with the Program. “**Reward Credits**” mean the product credit you earn, as detailed in Section 3 of these Program Terms. “**Anniversary Reward**” means the anniversary gift you earn as detailed in Section 3. “**Rewards Components**” collectively mean Reward Credits and Anniversary Reward.

Participation in the Program and its benefits are offered at the sole discretion of LifeVantage. These Program Terms apply to all aspects of your use of the Program, including, but not limited to, Program membership, earning Rewards Components, Reward redemption, all other Program benefits and all disputes between you and LifeVantage. Other restrictions may apply. The Program allows you to earn Reward Components by meeting the requirements described in Section 3 below.

### No Account sharing

You are limited to one Account. Your Account and membership and this Program are personal to you and cannot be transferred or assigned. Moreover, Rewards Components are not transferable and may not be combined or conveyed by any means to anyone, including through your estate, and may not pass to your successors and assigns and, as such, Rewards Components are not transferable by you either (i) upon death, (ii) as part of domestic relations proceedings, or (iii) otherwise. These Program Terms contain the entire understanding between you and us regarding the Program.

## 2. Eligibility; Participation

### Eligibility

Membership in the Program is open to legal residents of the EU who are the age of eighteen (18) or older. The Program is available through the LifeVantage website [www.lifevantage.com/be-en/rewards-circle](http://www.lifevantage.com/be-en/rewards-circle) (the “**Website**”).

To participate in the Program, you must (1) become a Customer of ours by completing the customer sign-up process on the Website, which includes agreeing to the Customer Agreement found at [www.lifevantage.com/legal/be-en/customer-agreement](http://www.lifevantage.com/legal/be-en/customer-agreement) (the “**Customer Agreement**”) and (2) setting up an active subscription order template with LifeVantage for LifeVantage products (a “**Subscription**”). Participation in the Program becomes effective, and acceptance of these Program Terms begins upon your Subscription.

### Restriction you need to comply with and when we may remove your access to the Program



When setting up your Account you agree that:

((a) You will not use an e-mail address that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive (as determined by LifeVantage in its discretion). We may reject the use of any e-mail address or password for any reason in our sole discretion.

(b) You will provide true, accurate, current, and complete information about yourself in connection with the Account registration process and, as permitted, maintain and update it continuously and promptly to keep it accurate, current, and complete.

(c) You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your device so that others may not access your Account or any password protected portion of the Website using your email address or password. As such, you are solely responsible for all activities that occur under your Account, email address and password whether or not you authorized the activity.

(d) You will immediately notify us of any unauthorized use of your Account, email address or password or any other breach of security.

(e) You will not sell, transfer, or assign your Account or any rights you have under the Account.

We will not be liable for any loss or damage (howsoever arising) to you or any third party arising from your inability, or failure for any reason, to comply with any of the foregoing obligations or for any delay on our part in restricting your Account after you notify us of unauthorized activity.

We reserve the right in our sole discretion to approve, deny, or revoke any aspect of Participation in the Program to any individual for any reason whatsoever, where it is lawful to do so. This includes, without limitation, the right to cancel your Participation or suspend accrued Rewards Components and the right to terminate your Account. Without limiting the foregoing, we may revoke your Participation in the Program (including all benefits) if we reasonably suspect you of fraud, abuse of privileges, violation of these Program Terms, transfer of Program benefits or Rewards Components, or the holding of multiple Accounts by an individual. In such an event, all accrued Rewards Components, Reward Credits, and all other benefits under the Program will become void.

### 3. Earning Rewards Components and Rewards Circle Status Reward Credits

You will earn €12 in Reward Credits for every increment of €240 in paid Subscription orders up to a subscription spend of €1,200 (“**Rewards Circle Member**” or “**Member**”).

You will earn €24 in Reward Credits for every increment of €240 in paid Subscription orders upon and after achieving a subscription spend of €1,200 (“**Rewards Circle Insider**” or “**Insider**”).

#### How we calculate the Order Value eligible for Reward Credits

Subscription spend tracking starts once you place a Subscription order. Unless we state otherwise in these Program Terms, there is no expiration or qualifying time-period related to subscription spend. Subscription spend accrues every time a Subscription ships and is additive meaning it keeps accumulating over weeks, months and years or every time a Subscription ships. Subscription spend is based on the Order Value of the Subscription order. The Order Value means the value after any applicable discounts or Reward Credits are applied and excludes shipping and handling fees, but includes applicable value-added, goods and services or consumption taxes (“**Order Value**”).

Reward Credits may only be earned on the Order Value of the Subscription order. For the avoidance of doubt, Order Value excludes third-party products or services such as shipping or ecommerce marketplaces, all LifeVantage marketing tools, clothing, or any other promotional items that advertise LifeVantage or its products, and any other products or services which we state are not eligible to earn Reward Credits from time to time. Reward Credits will not be awarded for Subscription orders made prior to 1 February 2024 (the “**Program Start Date**”). All Customers with active Subscriptions on the day immediately prior to the Program Start Date will be granted Insider status. For new members, Reward Credits will not be awarded for Subscription orders that occurred prior to the date on which you joined the Program. The products



on which Reward Credits may be earned are determined by LifeVantage, in its sole discretion, and may change from time to time without notice.

We will endeavor to see that Reward Credits earned will be reflected in your Account at such time your Subscription order has been paid for. However, there may be a delay between when you pay for a Subscription order and when Reward Credits appear in your Account.

## Returns

Reward Credits earned on returned (in whole or in part) Subscription orders will be removed from your Account using a first to expire first out method, provided, however, your credit pool will not go negative. Subscription spend accrued on fully returned Subscription orders will be adjusted accordingly, which adjustment could result in you moving from Insider back to Member status. Should such adjustment of subscription spend accrued move you from an Insider back to a Member, then such change will take effect immediately following such change.

## Anniversary Reward

Each year on the anniversary of your Account creation date and provided you are eligible for Participation in the Program, upon placing a Subscription order with a minimum Order Value of €120 during such anniversary month a gift of a full-size product as selected by us at its our discretion will be included in your Subscription order for that month.

## 4. Redeeming Reward Credits

To redeem Reward Credits, you must order product(s) from LifeVantage through either a Subscription order or a one-time order with a minimum Cart Value of €120. You may redeem one €12 Reward Credit for every whole €120 increment in Cart Value. Reward Credits can only be redeemed in whole €12 increments, may not be fractioned or split and will be applied last in the sequence of discounts. To illustrate how this works, if your Cart Value is €120 or greater but less than €240, you may apply one €12 Reward Credit to that order; if your Cart Value after other discounts is €240 or greater but less than €360, you may apply two €12 Reward Credits or €24 in Reward Credits to that order and so on. The Cart Value means the value after any applicable discounts are applied and excludes shipping and handling fees, but includes applicable value-added, goods and services or consumption taxes (“**Cart Value**”).

For one-time orders, you will be able to choose whether or not to apply Reward Credits to your order. For Subscription orders, you will be able to choose whether or not to apply Reward Credits when your Subscription processes. In the event you choose to apply Reward Credits to your order the maximum Rewards Credit available and applicable in increments of €12 will be applied.

Reward Credits may be combined with other available promotional offers, codes, or coupons to the extent permitted by the terms of those offers, codes or coupons. The Order Value of the product received when redeeming Reward Credit will count toward any qualifying purchase requirements, including subscription spend total.

Rewards Components are the property of LifeVantage. Rewards Components are a non-exclusive licensed right from us to you (revocable under these Program Terms) and you have no monetary interest in the Rewards Components.

## 5. Exclusive Offers

From time-to-time LifeVantage at its sole discretion may provide Members and/or Insiders with special exclusive offers (“**Exclusive Offers**”). The terms and conditions of those Exclusive Offers will be outlined in the offer details. Please check those terms and conditions carefully, as there may be important conditions or limitations.

## 6. Expiry of Reward Credits, Cancellation and Reactivation of Account

### Reward Credits Expiry

Except as is otherwise set forth in this Section 6, Reward Credits will expire one-hundred and eighty (180) days from the date earned and will not be replaced. Reward Credits will be redeemed based on their expiration date meaning that Reward Credits closer to their expiration date will be the first to be redeemed. Reward Credits redeemed on orders cancelled or returned will not be refunded.

### If you cancel your Subscriptions



If you wish to cancel participation in the Program, you may do so, at any time, by canceling all your Subscriptions either online or by calling Customer Service at 0-800-709-52. Immediately after cancellation of all your Subscriptions, the expiration date of your Reward Credits will change to the last day of the month following the month of cancellation or their current expiration date, whichever is less. In such case, upon the last day of the month following the month of cancellation your subscription spend will reset to €0. However, if you set up a new Subscription prior to the last day of the month following the month of cancellation your subscription spend will not reset. For the avoidance of doubt, if you cancel your Subscriptions and do not set up a new Subscription by the last date of the month following the month of cancellation, your Reward Credits, if any, will expire, your subscription spend will reset to €0 and neither will be restored.

### **If you become a LifeVantage Consultant**

If you upgrade from a Customer with an active Subscription to an independent contractor offering our products (a “LifeVantage Consultant”) your accumulation of subscription spend will immediately stop and will reset to €0 and you will no longer be eligible to participate in the Program. Any Reward Credits accrued prior to your upgrade to a LifeVantage Consultant will be available for use until their expiry date as set forth in this Section 6.

### **If we cancel the Program**

If we cancel the Program upon notice as set forth in Section 17, any Reward Credits accrued prior to our cancellation of the Program will be available for use until their expiry date as set forth in this Section 6 but, unless we put in place an alternative program or system, no new Reward Credits will accrue and we may cease calculating your subscription spend.

## **7. Communications**

Where you have consent to us doing so, we may email you regarding any matter related to the Program or send you marketing emails regarding LifeVantage offers and products. You may opt out of marketing email materials by simply following the unsubscribe link provided in each marketing email.

You are solely responsible for updating any changes to your contact and Account information. To the extent allowed by applicable law, we are not responsible for any lost, stolen, expired, damaged, or otherwise misdirected communications or Rewards Components due to change of address, email address or for any other reason.

Your Account and any software is provided “as-is”. We are not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause. For more information see Section 18 below.

## **8. Program Activity; Customer Service**

You can view your Rewards Components, including your Reward Credits balance through your Account on the Website. In the event you believe that a Subscription order should have resulted in the earning of Reward Credits to your balance, and those Reward Credits are not reflected in your balance within forty-eight (48) hours of your paid Subscription order, please contact Customer Service at 0-800-709-52.

We reserve the right to make the final decision on whether any Subscription order qualifies for Reward Credits and the amount of Reward Credits earned.

## **9. Waivers**

We can delay enforcing our rights under these Program Terms without losing them. In addition, our failure to exercise our rights on any one occasion, or even on more than one occasion, does not constitute a waiver of our rights for any future occasion. All waivers must be in writing.

## **10. Privacy; Terms of Use**

All information provided by you will be handled in accordance with the Customer Agreement and the LifeVantage Privacy Policy and Website Use Agreement found here [www.lifevantage.com/be-en/support/resources](http://www.lifevantage.com/be-en/support/resources) (the “Policy & Agreement”) By Participating in the Program through the Website you are also agreeing to the terms of the Policy & Agreement. In the event that the Policy & Agreement conflict with these Program Terms, these Program Terms will prevail.



## 11. Intellectual Property

All title and intellectual property rights in and to any content that is accessed, viewed, streamed, or downloaded from the Website remains the sole and exclusive property of LifeVantage or our licensors, and use of such content is subject to the restrictions imposed by these Program Terms as well as applicable copyright and other intellectual property laws and treaties. You are strictly prohibited from copying, modifying, selling, re-licensing, or distributing content. You agree that you will not circumvent, or attempt to circumvent, any technology or methods used by LifeVantage or our licensors to prevent the unauthorized reproduction or distribution of content accessible via the Program.

## 12. Taxes

You are solely liable for any and all applicable taxes arising out of the accrual or use of Rewards Components. Consult your tax advisor concerning any tax consequences that may arise from your Participation in the Program.

## 13. Severability

In the event that individual terms of these Terms and Conditions should be or become invalid or should be in conflict with requirements of law, the validity of these terms and conditions shall not otherwise be affected thereby. The parties shall by mutual agreement replace the invalid term by such valid term as comes the closest in a legally valid manner to the economic intent of the invalid term. The foregoing provision shall apply mutatis mutandis in the case of contractual gaps.

## 14. Governing Law and Jurisdiction

The law of the Netherlands shall apply excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), if

(a) your abode is in the Netherlands, or

(b) your abode is situated in a state not being member of the European Union.

In the event your abode is in a member state of the European Union, the law of the Netherlands applies provided this stipulation is not in conflict with mandatory rules of the state in which your abode is situated. Such rules shall remain unaffected.

If, on conclusion of this contract, you had your place of residence or habitual place of abode in Netherlands and you relocated to a location outside Netherlands at the time of commencement of proceedings by us or if your place of residence or habitual place of abode is unknown at this time, the jurisdiction for all disputes shall be the seat of our company.

The European Commission provides a platform for online dispute resolution under [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/).

## 15. Fraud

Fraud or abuse relating to the enrollment process (as described in Section 2), the providing of personal information, or the earning or redemption of Rewards Components is a violation of these Program Terms.

As described in Section 2, you are solely responsible for any fraudulent use that may occur due to the theft of or sharing of your Account password or your device. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you.

We reserve the right to take any of the actions set forth in Section 2 if you engage in fraudulent activity or otherwise use this Program other than in accordance with these Program Terms and applicable law.

Any attempt by you or any other individual or entity to damage any website or undermine the legitimate operation of the Program is a violation of these program Terms. We reserve the right to investigate any suspicious activity and to seek damages from any such person to the fullest extent permitted by law and these Program Terms.

## 16. Indemnity

You agree to indemnify, defend (at our option) and hold us harmless from and against any and all damages, losses, liabilities, claims, costs, investigations, judgments, fines, penalties, settlements, interest, expenses or demands, including,



but not limited to, personal injury, death, or damage to or loss of property, that directly or indirectly arise from or are related to: (i) your negligence, gross negligence or intentional misconduct or (ii) your breach of these Program Terms (as updated from time to time) (all of the foregoing, “**Claims and Losses**”). You will cooperate as fully required by us in the defense of any Claim and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of the Chief Legal Officer of LifeVantage.

## 17. Changes to Program and Program Terms

These Program Terms, as may be amended by us from time to time pursuant to this Section 17, in the form posted at the time of your use of the Program, shall govern such use (including transactions entered during such use). As our Program evolves, we may, at any time and from time to time, update, change, amend and/or modify any and all aspects of the Program, Rewards Components and these Program Terms or otherwise change the program, including without limitation terminate the Program (collectively referred to as a “**Change**”), upon reasonable notice.

To safeguard your legitimate interests, any Change (as defined above) will become effective only if (1) we have notified you of the change in writing and (2) you do not raise an objection with us within one month of receipt of the change notification. We will endeavor to expressly draw your attention to this legal consequence in the notice of change. If you do not accept the Change in accordance with the above, this will be deemed a termination of the Agreement and your participation in our Program will end. You will be entitled to redeem Reward Credits earned prior to such termination as set forth in Section 6 above.

As mentioned above, a Change may also include the right to discontinue the Program within a reasonable period of time - except in the case of good cause - and while safeguarding your legitimate interests. In the event a Change discontinues the Program, you will be entitled to redeem Reward Credits earned prior to such as set forth in Section 6 above.

## 18. NO GUARANTEE

**YOUR ACCESS TO AND USE OF THE PROGRAM IS AT YOUR SOLE RISK. THE PROGRAM IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. THEREFORE, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, LIFEVANTAGE AND OUR AFFILIATED ENTITIES AND EACH OF THEIR RESPECTIVE SUBSIDIARIES AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, AGENTS, VENDORS, LICENSORS, LICENSEES, CONTRACTORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “PROGRAM PARTIES”) HEREBY MAKE NO GUARANTEES, EXPRESS OR IMPLIED, AS TO: (A) THE PROGRAM AND THE WEBSITE THAT MAKES THE PROGRAM AVAILABLE; (B) THE FUNCTIONS, FEATURES, OR ANY OTHER ELEMENTS ON, OR MADE ACCESSIBLE THROUGH, THE PROGRAM OR THE WEBSITE; (C) ANY PRODUCTS, SERVICES, OR INSTRUCTIONS OFFERED OR REFERENCED AT OR LINKED THROUGH THE PROGRAM OR THE WEBSITE; (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF ANY CONTENT YOU TRANSMIT TO US VIA THE PROGRAM OR THE WEBSITE; (E) WHETHER THE WEBSITE OR THE SERVERS THAT MAKE THE WEBSITE AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS (INCLUDING VIRUSES, TROJAN HORSES, AND OTHER TECHNOLOGIES THAT COULD ADVERSELY IMPACT YOUR DEVICE); (F) WHETHER THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE WEBSITE IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY, OR RELIABLE; (G) WHETHER ANY DEFECTS TO OR ERRORS ON THE WEBSITE WILL BE REPAIRED OR CORRECTED; (H) WHETHER YOUR ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED; (I) WHETHER THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; AND (J) WHETHER YOUR USE OF THE PROGRAM OR WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION.**

**THIS SECTION 18 SURVIVES TERMINATION OF THE PROGRAM.**

## 19. Limitation of Liability

We shall be liable without limitation in the event of injury or death to a person caused by our gross negligence or willful misconduct.

In the event of a breach of a material contractual obligation caused by our negligence, our liability for damages will be limited to the amount of the foreseeable damage typical for the Agreement. In this case, we shall not be liable for lost profits, lost revenue, incidental damages, indirect damages, special damages, exemplary damages, punitive damages, consequential damages and claims of third parties. Material contractual obligation within the meaning of this provision



includes, in addition to the main contractual obligations, obligations whose fulfillment is essential for the proper performance of the Agreement and on whose compliance you may regularly rely. In all other respects, any liability on the part of us is excluded.

