



## TERMS AND CONDITIONS OF THE INDEPENDENT ASSOCIATE APPLICATION AND AGREEMENT FOR RESIDENTS OF SPAIN

The purpose of this document is to set forth the terms and conditions that apply to your status as an Independent Associate (“IA”) with Isagenix (Spain) S.L.U. or “Company”. Isagenix (Spain) S.L.U. (“Isagenix Spain”, “the Company”, “we”, “us”) is a Private Company with limited liability, having its registered office at Calle Prim 19 28004 Madrid Spain, VAT ID: ESB87868162. Isagenix Worldwide LLC is the owner of the website [isagenix.com](https://isagenix.com) (“Site”). Isagenix is the promoter of the Isagenix International, LLC trading scheme (“Isagenix Trading Scheme”) in Spain. The Company supplies a range of health and wellness products (the “Isagenix Products”, the “Products”). Under the Isagenix Trading Scheme sales of the Products are made both by the Company to customers who are introduced to the Company by its Independent Associates and by the Independent Associates themselves who buy Products from the Company and resell to their customers.

Please read through these terms and conditions (“Terms and Conditions”) carefully as you will be required to explicitly accept them as a condition for your membership as an Isagenix Independent Associate. Please also read the [Isagenix Privacy and Cookies Policy](#), the [Isagenix Associates’ Code of Ethics](#) and [Isagenix Rules of Membership](#) and the [Isagenix Compensation Plan](#). We will send you a copy of these Terms and Conditions either in a hard copy or, subject to your consent, as attachment to your membership confirmation email.

Once your application is submitted to, and accepted by Isagenix, the Terms and Conditions, the Isagenix Privacy Policy as well as any documents, terms, policies, etc. referenced herein (“Isagenix Documents”) will constitute an entire agreement (“Associate Agreement”) between you and Isagenix regarding your status as an IA, including the process of purchasing of Products from Isagenix, and will supersede any and all prior arrangements, understanding and negotiations whether oral or in writing between you and Isagenix.

The day of the confirmation email which we will send to you will be the effective date of your Associate Agreement and the start date of your membership as Isagenix Independent Associate.

If you have any questions regarding these Terms and Conditions as well as any issues during the ordering process, please contact our Customer Care team on 900 423 614 or [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com). Accordingly, you understand and agree as follows:

### 1. GLOSSARY OF TERMS

**In addition to any terms already, or further defined in these Terms and Conditions the following terms shall have the meaning shown below:**

**Associates** are independent contractors who have met and continue to meet the eligibility requirements set forth in these Terms and Conditions. Associates may purchase Isagenix Products at wholesale prices and are eligible to resell these Products and to earn compensation under the Isagenix Compensation Plan.

**Associate Back Office (“ABO”)** or **Associate Account** is the online portal through which Associates have access to information and tools helpful to operate their businesses.

**Associate Support System** is the online support system available to each Isagenix Associate at enrollment. It includes an Associate Replicated Website; it also includes access to the Associate Back Office and training materials.

**Associate Replicated Website** is a personal website assigned by Isagenix to every Associate where her Retail Customers can purchase Products at retail prices and where the Associate may enroll new Customers and Associates. The Associate Replicated Website substantially replicates the Site.

**Autoship** is an optional programme of convenience permitting pre-selected, pre-authorized orders to be shipped on a selected date each month. Autoship orders provide additional savings and convenience to Associates and Customers.

**Business Volume (“BV”)** is the point value assigned to each Commissionable Product purchased by an end consumer. BV is used to track and measure Product sales and to calculate commissions payable with respect to each Position.

**Buy-Back Policy** means the policy set forth in Section 2.10 of these Terms and Conditions, designed to protect Associates from accumulating more Isagenix Products than they can sell or use within a reasonable time.

**(Isagenix) Compensation Plan** means the document explaining the business offer by Isagenix, the benefits of your membership as an IA and the earning opportunity that we offer.

**Commissionable Product** means consumable Isagenix product that have a point value assigned to it as a means for calculating commissions and bonuses payable to Associates.

**Customers** are end consumers who purchase Isagenix Products as individuals acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession, and for their own personal use.

**Enrolling Sponsor** is the person who is credited, and receives certain benefits as described in the Isagenix Compensation Plan for personally enrolling an Associate or Customer.

**Field Relations Board (“FRB”)** is the Board responsible for reviewing all matters relating to compliance with the Policies and Procedures, including decisions made by the Field Relations Department. The FRB is comprised of at least 5 members, all of whom are



Company employees and at least 3 of whom are members of the Company's management team.

**ISAWALLET (Account)** means the online virtual account that will allow you to instantly receive payments from Isagenix and efficiently transfer funds into your other bank accounts.

**Marketing Organisation** – means Customers and Associates who are situated below a given Associate in the Associate's Team Placement Tree and from whose product purchases the Associate's Compensation is derived.

**Personal Volume ("PV")** is the point value assigned to each commissionable Product that is sold by an Associate to Retail Customers and to Products purchased by the Associate as an end consumer. PV is used to track and measure Product sales attributable to individual Associates.

**Placement Sponsor** is the person under whom an enrolling Associate or Preferred Customer is placed under the Compensation Plan. This person may also be the Enrolling Sponsor.

**Preferred Customer** is a customer who has registered as such and is eligible to purchase Isagenix Products directly from Isagenix at discounted prices but who has chosen not to participate in the Compensation Plan.

**Retail Customer** is a customer who purchases Isagenix Products directly from an Associate, either in person or through the Associate's Replicated Website.

Terms used but not defined herein, will have the meanings set forth in the definitions or glossaries of relevant Isagenix Documents.

## 2. MEMBERSHIP

### 2.1 Eligibility, Registration and Creation of an Associate Account

To be eligible to become an Isagenix Independent Associate, you must:

- be at least 18 years old,
- have a physical address in Spain,
- submit on the Site a complete, legible, unaltered and valid application that includes valid and accurate contact information;
- review and, as appropriate accept all required materials and documents, including the Isagenix Privacy Policy, the Isagenix Code of Ethics and Rules of Membership and the Isagenix Compensation Plan;
- complete any training as may be required by Isagenix;
- pay the membership fee or purchase an Associate Support System as described in Section 2.3 below;
- not hold, or have previously held any interest in an Isagenix Position (directly or indirectly through a family member, business entity or otherwise) within the twelve (12) month period immediately prior to submitting this application.

You are not required to make any purchases or maintain an inventory in order to become an Independent Associate.

If you elect to change your status from Preferred Customer to Associate, you may do so at any time. To be eligible to receive benefits under the Compensation Plan, you are required to convert your status from Preferred Customer to Associate status within 180 days from your initial enrolment date. In such event, you will receive the benefit of the business volume accumulated during the first 90 days of your initial enrolment date. If you do not change your status to Associate after 180 days from your initial enrolments date the business volume accumulated during the first 90 days of your initial enrolment date will be removed and will not be eligible to receive compensation on business volume generated before you became an Associate.

These Terms and Conditions provide the basic rules for your membership as an Isagenix Independent Associate. The detailed rules and your obligations as an Independent Associate are provided in the [Isagenix Code of Ethics](#) and the [Isagenix Rules of Membership](#).

### 2.2 Associate Account

Your Associate Account will be created as soon as your registration has been completed. The Associate Account is your personal, password protected online portal where you can find important information regarding the operation of your business and that we can use to communicate with you.

### 2.3 Annual Fee

Your only financial obligation as an Independent Associate for the period of 12 months from the commencement date of your membership is to buy at least one Commissionable Product and to pay a membership fee as follows:

Annual Fee: €43.05 inclusive of VAT

Annual fee on Autoship: €30.75 inclusive of VAT

The payment of the annual membership fee provides access to the products via the sites hosted and maintained by Isagenix as well as an access, support and maintenance of the Replicated Websites, your Associate Account and generally the maintenance, support and upgrade of the Associate Support System that you have access to as an Isagenix Associate.

You have no further financial obligations and are free to decide to purchase any Products. We retain the right to unilaterally change the Annual Fee but we will inform you about such change no later than 60 days before the change becomes effective.

#### **2.4 Annual Renewal**

Your Membership must be renewed annually by paying the applicable renewal fee. If you fail to renew, whether intentionally or not, you may forfeit your Position and other benefits associated with your membership. As a convenience, if you purchase Isagenix Products or attend an Isagenix event within 90 days before your renewal date, you agree that Isagenix is entitled to renew your account automatically approximately 30 days prior to your renewal date by charging your current method of payment on file. If you do not wish to participate in this automatic renewal programme, you may opt out by sending an email to Customer Care [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com).

#### **2.5 Independent Contractor Status**

As an Isagenix Independent Associate you will be eligible to participate in the selling and distribution of Isagenix Products and receive remuneration and other rewards based on Product sales and introductions. As an Independent Associate you are an independent contractor. You acknowledge and agree that you are not an agent, employee, legal representative or franchisee of Isagenix, your Sponsor, or any other Independent Associate. You further understand and agree that you will not be treated as an employee for tax, social security, unemployment, workers' compensation, union or other employment related purposes and laws. You understand and agree that you are responsible for, and will pay all taxes, including income taxes, self-employment taxes, VAT, local taxes, and/or local license or registration fees that apply to your activities and compensation. As a self-employed independent contractor, you will be operating your own independent business, buying and selling Products available through and by Isagenix on your own accord. You have complete freedom in determining the number of hours you will devote to your business, and you have the sole discretion of scheduling such hours. Isagenix will not provide you with a place of business, and if you desire a place of business other than your own residence, you will be responsible for procuring, furnishing, and paying for such place of business. As a self-employed independent contractor, you are also responsible for complying with any applicable state, provincial, or local business licensing or registration requirements.

#### **2.6 Payments under the Compensation Plan**

You understand and agree that substantially all payments we will owe you under the Compensation Plan will consist of (a) retail profits from completed in-person sales of Isagenix Products to end consumers, (b) retail direct profits, which are earned when customers order products directly from Isagenix through your personal website, and/or (c) commissions or bonuses paid by Isagenix based on sales volumes by end consumers. Sales occur primarily in locations other than fixed retail locations. Remuneration is not determined by the number of hours worked.

**As an Independent Associate, you are not guaranteed any income, nor are you assured of any profit or success.**

Isagenix will withhold initial commission or bonus compensation until such amounts are 10 EURO or more.

As soon as any payments due from us to you have reached 10 EURO we will open an IsaWallet Account in your name. We will make all payments due to you to the IsaWallet Account. You will be the sole owner and beneficiary of the IsaWallet Account and will thus be able to use the funds on that account for payment for Isagenix Products as well as to transfer funds to your bank accounts.

#### **2.7 No Franchise**

You acknowledge and understand that the acceptance of these Terms and Conditions does not constitute the sale of a franchise or a distributorship, and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid or collected, and that you are not acquiring any security interest.

#### **2.8 No Assignment by Independent Associate**

Because of the personal nature of your membership you may not transfer or assign your Position or delegate any rights or duties under this Agreement without the prior written consent of Isagenix. Any attempt to transfer or make such assignment or delegation without prior written consent of Isagenix is ineffective and void ab initio. Isagenix has the right to transfer or assign any and all of its rights and to delegate any or all of its duties under this Agreement without your prior written consent. Such assignment or transfer will not affect your rights or our obligations under these Terms and Conditions.

#### **2.9 Right to Cancel Membership**

**You may cancel your membership without stating a reason and without any penalties within 14 days after your registration. If you do so we will refund you all fees and costs you might have paid for your registration and will accept the return of all Products bought by you.**

For reasons of safety and hygiene we may refuse to accept Products that have been unsealed.

You may cancel your membership without stating any reason at any time after the expiration of this 14-day term but in such case any returns of Products will be subject to the Buy-Back Policy under Section 2.10 and not this Section.

To cancel your membership under this Section 2.9 please send us a written notification of your resignation. You can use the Cancellation Form in order to notify us about your resignation but it is not mandatory. You can email Customer Care [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com).

## 2.10 Buy-Back Policy

**You may require Buy-Back of Products bought by you within one year of the date of such request at any time during the subsistence of a contract.** The Buy-Back will be made under the terms set out in 2.10.2 below.

**If you resign your membership at any time after the expiration of the 14-day cancellation period** under the preceding Section 2.9, and upon your request, we will repurchase all Products from you in accordance with this Buy-Back Policy, subject to the following conditions:

2.10.1 Products (including training and promotional materials, business manuals and kits) purchased by you within 90 days of the date of termination. We will reimburse to you the full VAT-inclusive price paid by you for those Products less a reasonable handling fee. We may further withhold an amount equal to the diminution of the value of the Products resulting from your improper handling of the Products.

2.10.2 Products bought within 12 months of the date of termination. In this case reimbursement will be made at a price not less than 90% of the VAT-inclusive price paid by you for those Products less an amount equal to:

- (i) any commissions, bonuses or other benefits (in cash or in kind) received by you in respect of those Products;
- (ii) any amounts due from you to us on any account; and
- (iii) a reasonable handling charge.

All Products must be unused and in a commercially resellable condition. You must return all Products to us within 14 days of the termination.

All bonuses, compensation, BV/PV, and recognition or advancement received as result of the original purchases will be reversed and deducted from the refund and/ or the respective Sponsor's compensation. Please notify your Sponsor of your intention to terminate your Position.

If eligible for a refund, Isagenix will credit the original form of payment within 30 days of the Product being logged as returned by our distribution centre. Your account will be closed once the refund is issued.

For instructions to appropriately request a refund/

buy-back of an order and where to send the product please contact our Customer Care team as follows:

by phone at 900 423 614 or by email at [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com). **Where, under the provisions of these Terms and Conditions, the cost for a return is paid by you this cost will not exceed the standard mailing cost applicable in Spain even if the returns are made to an address that is not in Spain.**

## 3. BUYING ISAGENIX PRODUCTS

### 3.1 Conformity of the Isagenix Products

All Products, prices, offers and promotions are valid and binding as indicated on the Site. The main characteristics of the Isagenix Products are described on the Site.

### 3.2 Placing Orders

Once you are registered, you may place Product orders ("**Orders**"). You may place Orders by selecting the Products you wish to buy. The placing of the Order is considered an offer made by you to us to buy the selected Products.

Once selected, the Products will be added to your shopping cart. You may at any time review and modify the content of the shopping cart by changing the quantity of Products, deleting Products or removing the entire content of the shopping cart. Orders can be placed at any time during the day unless Isagenix has announced that the Site would be unavailable for technical reasons.

An Order shall be considered placed when the following steps have been completed:

- you have selected the Products you wish to buy by using the option "add to shopping cart";
- you have selected a delivery option (if there is a choice);
- you have read and explicitly accepted these Terms and Conditions, the Isagenix Privacy Policy and any other documents you may be prompted to actively accept;
- you have provided the necessary Personal Data allowing delivery and have accepted that we can manage this data in the explicitly indicated ways and for the explicitly indicated purpose; and
- you have selected a payment method.

Upon placing of an Order you will receive an e-mail to acknowledge and confirm the Order. The date of the confirmation e-mail will be the effective date of your Order. We will send you the Order in a hard copy or, subject to your consent, as attachment to your Order confirmation email. You will also receive detailed information about your rights as consumer well as a copy of the Cancellation Form you may use to cancel an Order.

Please contact the Isagenix Customer Care team as follows: by phone at 900 423 614 or by email at [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com) if there are any errors in the Order confirmation.

Orders completed and paid cannot be cancelled, save for the rights of return and/ or withdrawal as applicable under these Terms and Conditions.

Not all Products may be available at all times. If a Product is out of stock at the time you place your order, we will use reasonable endeavours to inform you before your order is finalised so that you can change or abandon the order.

### **3.3 Delivery and Transfer of Risk**

The ordered Products can be delivered only in Spain.

Delivery will be made to the address indicated to us unless you agree otherwise.

We will process and deliver your Order in the shortest possible time but no later than within thirty (30) days after the Order has been confirmed by us. We shall not be liable for delays in delivery caused by circumstances beyond our control.

The risk of loss of Products and title to the Products will pass to you upon delivery of the Products.

We will not be responsible for non-delivery, wrong or late delivery of an Order caused by the provision by you of incorrect or incomplete personal data.

We reserve the right to reject at any time an Order placed by you if we have reasonable doubt that some of your acts may have not been in compliance with the Terms and Conditions. We will refund in full any payment you might have already made.

### **3.4 Prices and Payment**

Except where noted otherwise, the prices of the Products displayed on the Site represent the full retail price for the Products at the moment the Order is placed. All prices are indicated in local currency and are inclusive of VAT.

We reserve the right to change the prices at any time and in our sole discretion but any change to the prices of Products you select before placing your Order will not form part of the contract between us unless you and we expressly agree that it will.

The prices do not include the costs of transport, delivery and any other fees and charges that are clearly indicated as being additional charges to the price during the ordering process and that may vary depending on the delivery method and/or other options chosen by you. Standard shipping and handling charges will usually apply to all Orders, unless a promotional shipping rate or other discount is available to you and used at the time you make your purchase. If you have a coupon, discount, or promotion code, you must use it before submitting your Order by submitting its code as indicated on the site we will deduct the value of this from the price.

Payments can be made by credit card. Most major payment cards are accepted. Normally the credit card you are using is not charged until after your order has been completed and payment authorized by you on the Site or the Replicated Site; for Autoship orders you will be charged automatically on the date chosen by you as your Autoship date. Should your credit card exceptionally be charged before your order has been shipped you will still be entitled to the refund under Section 3.6 of these Terms and Conditions.

For further information about payment methods please contact our Customer Care team as follows:

by phone at 900 423 614 or by email at [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com).

For the safety of online payments made with a card, all payment information is encrypted. This means that all data sent between you and us are sent via a secure connection. As described further in Section 3.5 below, Isagenix works with authorized payment service providers therefore credit card information is handled properly and in accordance with the international payment card industry data security standards.

### **3.5 Credit Card, Debit Card, ACH and Bank Draft Acceptance Agreement**

You certify that you are the owner of the debit card, credit card, or deposit account that you submitted to Isagenix for payment of your purchases. You may elect an authorised user on your Isagenix Associate Account to act on your behalf regarding payment authorisations, however you are solely responsible for all activity on your account. You hereby authorise Isagenix to initiate charges or debit entries on the credit card, debit card or deposit account that was submitted (as applicable) for all orders on your Associate Account, including all Autoship orders (plus additional amounts for substituted products if your regular products are unavailable), plus, in each case, any and all applicable VAT and shipping and handling charges. This authorisation will remain in full force and effect until you notify Isagenix of your election to terminate this authorisation. Such notification must be submitted through your Isagenix Associate Account and must be submitted in such time and in such manner as to afford Isagenix and your financial institution a reasonable opportunity to act on it. You agree that Isagenix is not liable for any overdraft or insufficient fund situation or charge (such as finance charges and late fees) caused by your failure to maintain funds sufficient to pay for your Isagenix purchases and charges. If there are insufficient funds in your account, your financial institution and Isagenix may charge reasonable service fees and/ or interest calculated in accordance with Art. 7 of Law 3/ 2004.

For credit card payments we work with a third party card processing provider. We do not store your credit card information; instead, we replace sensitive data with unique identification symbols that retain all the essential information about the data without compromising its security, which is known as “tokenisation”. When you authorise us to initiate charges on your credit card we will send such “token” to a service provider for actual processing.

You agree that if you apply for the optional monthly Autoship or backup order that your account will be debited on a monthly basis and that you may cancel at any time upon you sending a notice to the Company via a written notice.

If you fail to pay for Products or other items ordered through Isagenix, you authorise Isagenix to withhold the appropriate amounts from your commission and bonus payments, and to debit or charge any credit card or electronic checking accounts which you have provided to Isagenix. If payment isn’t made, Isagenix may, at its discretion, terminate or suspend your Marketing Organisation and future commissions and bonuses, and may place your Position on inactive status for an indeterminate period, in addition to any other remedies available to Isagenix.

You understand and agree that should you make a unilateral business decision to order Products, literature, or other items from the Company on behalf of any other person by authorising use of your IA payment information, you will be bound by the terms of this Agreement regardless of any decision or actions taken by the person you are ordering for, and agree to indemnify and hold the Company harmless from any losses, damages, liabilities, costs, charges or expenses suffered or incurred by the Company arising out of or in connection with any dispute that you or the Company may have with this person due to your business decisions or actions.

### 3.6 Right to Cancel Orders

You have the right to cancel a contract/order for Products without giving any reason. **The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier, and indicated by you, acquires physical possession of the Products.**

To exercise the right to cancel you must inform us by sending your cancellation notice in an email to Customer Care [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com). You can also use the Cancellation (Product Return) Form that is attached to the Returns Policy. The Cancellation Form is also available on the Site or can be found as attachment to each order confirmation mail we will send you.

To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. When you notify us by email, the cancellation is effective from the date it was sent to us.

If you cancel your contract/order, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay and not later than:

- 14 days from the day you return any Products supplied, or provide evidence that you have returned them, or
- If there were no Products supplied, 14 days from the day on which we are informed about your decision to return any Products.

You shall send back the Products or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation to us. The deadline is met if you send back the Products before the period of 14 days has expired. You will bear the direct cost of returning the Products.

Refunds are not possible for the following Product:

- Products that deteriorate or expire rapidly;
- Products which are delivered sealed, if they are unsealed after delivery and are thus unsuitable for return for health or hygiene reasons.

We may make a deduction from the reimbursement for loss in value of any Products supplied if the loss is the result of unnecessary handling of the Products by you.

If you cancel your contract/order, Isagenix will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Products back, or you have supplied evidence of having sent back the Products, whichever is the earliest.

We will reimburse all delivery costs even if you cancel only part of your order.

While you are in possession of the Products you should exercise reasonable care in keeping them.

If you have returned the Products to us under this clause because they are faulty or do not meet their described specifications, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

You have the right to opt for a replacement of any defective Products.

We want you to be completely satisfied when you shop with us. For a full and detailed explanation of our return and refund policy please see our [Return Policy](#), which is incorporated herein by reference. A full copy of the Policy will also be attached to your Order confirmation email. If you have any questions you may contact our Customer Care team as follows: by phone at 900 423 614 or by email at [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com).

We are under a legal duty to supply Product(s) that conform with the contract. We will refund or replace any damaged, defective or other non-conforming Products. If we have shipped to you Products in wrong quantities you may reject the entire delivery, reject the



additional quantities or accept these additional quantities and pay for them at the current prices shown on the Site or in our catalogue. If we have delivered a quantity of Products less than what you have ordered, you may reject the delivery but if you chose not to you must pay for the Products at the current prices shown on the Site or in our catalogue. Nothing in this section prevents you from claiming damages, where it is open to you to do so.

If you choose to receive a Product replacement we will make the replacement within a reasonable time and will bear any necessary costs incurred in doing so (including, in particular the cost of any materials or postage).

If you chose to receive a refund we will refund to you the full price of any returned Products, any applicable delivery charges and any reasonable costs you have incurred for the return of the Products.

### 3.7 Product Satisfaction Guarantee

In addition to your right to cancel a Product order and return to use any and all Products within 14 days after acquiring physical possession, you can benefit from the Isagenix Satisfaction Guarantee. Under this Guarantee, after the expiration of the 14-day term under the preceding section 3.6 you have additional 16 days to initiate a return of:

- Your initial order of Product placed, opened or unopened.
- Any Product you are trying for the first time, opened or unopened. This applies to any order that you place.
- Your first Autoship order for unopened Product only.

The following items are non-refundable under the Products Satisfaction Guarantee, except as required by law:

- Membership fees;
- Standard delivery costs in excess of the least expensive type of standard delivery offered by us provided at the time of sale;
- Literature and sales aids not required as part of your purchase;
- Seasonal, discounted or promotional items that have been explicitly marked as non-refundable on our website or in the Isagenix catalogue items.

You are required to return all opened and unopened containers, as applicable, for a refund.

Any BV/PV, and/or other benefits or compensation associated with the Product will be deducted once the refund is issued.

## 4. OBLIGATIONS OF THE INDEPENDENT ASSOCIATE

**It is illegal to persuade anyone to make a payment by promising benefits from getting others to join the Isagenix Trading Scheme.**

**The stipulations of this Section 4 are additional to, and do not override any rules in the [Isagenix Code of Ethics](#) and the [Isagenix Rules of Membership](#).**

You hereby acknowledge, warrant and represent that:

- as an Independent Associate you are eligible to participate in the selling and distribution of the Isagenix Products on your own account and to receive compensation in connection with any sales made by the Company to Customers introduced by you, in each case in accordance with the Isagenix Compensation Plan;
- you are not guaranteed any income, nor are assured of any profit or success. You represent that you have read and understand the Isagenix Compensation Plan and agree that any remuneration you may receive will consist solely of retail profits from sales of Isagenix Products bought and resold by you and commissions or bonuses relating to the sale by Isagenix of its Products to Customers introduced by you;
- you are not required to maintain an inventory of any kind in order to become or remain an Independent Associate;
- you will use only the current Isagenix website to represent the Isagenix Products and business opportunity;
- you will not use any misleading, deceptive or unfair recruiting methods and will not make any claims of any kind as to the benefits of the Isagenix Products, the business opportunity, including the Isagenix Compensation Plan, and the Isagenix programmes beyond those statements shown on product labels and/or in Isagenix-authorized literature and materials;
- you will not make any false, unsubstantiated, or misleading representations about the actual, potential, or expected earnings from participating in the Isagenix Compensation Plan. Representations concerning earnings or income must comply with the applicable Isagenix Documents and the legal requirements of the jurisdiction in which you are making any earnings related representation;
- when discussing the Isagenix Compensation Plan, you agree to emphasize that: 1) sales to end consumers are a requirement for compensation, 2) no purchase of Products is required, 3) no recruitment fee can be derived from the mere act of sponsoring other Independent Associate's or introducing of Customers, and 4) that no earnings are guaranteed from participation in the Isagenix Compensation Plan;
- you certify that neither Isagenix nor your Sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from your efforts as an Independent Associate. Your success as an Independent Associate is solely dependent upon your own efforts and skills, as well as other factors, some of which you may not control; and you do not anticipate

receiving income as a result of the efforts of any other individual or entity other than yourself;

- you will not advertise using the Company's name, trade names or logos in any manner or use any written, printed, recorded or any other material in advertising, promoting or describing the products of the Isagenix marketing programme which have not been provided or approved by the Company;
- you will not use any Internet website, other than your Associate Replicated Website, to represent, sell or market Isagenix Products unless you first submit the website and related information to Isagenix Compliance at [ComplianceEU@isagenixcorp.com](mailto:ComplianceEU@isagenixcorp.com), and receive written approval from Isagenix to use such website;
- you will not (directly or indirectly through any intermediary or instrumentality) offer, display or sell, or facilitate the offering, displaying or selling of Isagenix Products on a retail basis in any manner (including any e-commerce or auction websites, such as eBay or Amazon, or similar website as well as on retail websites, radio, or television) and that you will never help anyone else to do so. **Online retail sales of Isagenix Products are prohibited.** This covenant will survive the expiration or termination of your membership;
- you will not re-package or re-label the Products nor sell these Products under any other name or label. You may further not delete, add, modify, tamper with, or refill any Isagenix products; you may not make any changes to any Product labels or literature in any way. Products or samples that were packaged together by Isagenix as part of a Product Pak may not be sold individually;
- you are prohibited from producing, selling, and using any written, recorded or other materials for the purposes of advertising, promoting or describing any Isagenix Products, the business opportunity, including the Compensation Plan, and programmes. All materials must either be provided by Isagenix or approved by Isagenix in writing prior to being used;
- you will not provide paid trainings or sell training materials to other Independent Associates;
- spamming is prohibited. Spamming includes, but is not necessarily limited to, the following: a) sending unsolicited email messages that contain any email or web addresses from your account to online users; b) posting messages that contain your service address in news groups that are unrelated to your products or service; c) creating false "from sources" in an email message, or in a newsgroup posting with your services address, thereby giving the impression that the message originated from Isagenix® or its network of Independent Associates; d) sending unsolicited e-mail to people that are not within your downline or with whom you have no prior business or personal relationship or (e) sending unsolicited e-mail to individuals who have not consented to receive e-mail from you;
- government bodies and agencies do not approve or endorse marketing programmes. Therefore, you agree not to represent that the Company, its Products, or programme have been approved or endorsed by any governmental body or agency;
- due to the unique nature of the Company's pay cycle, you must forward each customer product order to the home office within 24 hours (or the first business day) following the date of the sale. Isagenix will not be responsible for any damages or loss of any commissions, bonuses, or other payments because of any delays or errors in orders, charges, receiving agreements, or any other reason outside of the direct control of Isagenix.

## 5. PERSONAL DATA AND PRIVACY

"**Personal Data**" is any detail about the person that can be used to identify such person, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

When you register as an Independent Associate you will be asked to acknowledge that we have provided you with our Privacy Policy. Our Privacy and Cookies Policy describes how Isagenix and, as necessary, affiliated Isagenix entities, third party contractors and other Isagenix Independent Associates store, use and process (including through automatic means) your Personal Data.

The Personal Data required to set up your Isagenix Account, Associate Replicated Website, ABO, IsaWallet Account and collected while you are an Associate is necessary for Isagenix to operate and coordinate its distribution network and carry out its obligations under this Associate Agreement and other agreements as well as for debt collection, fraud prevention, marketing and statistical purposes. The Personal Data collected is used by Isagenix internal departments and external providers taking part in the operation and management of the distribution network.

We undertake to keep all Personal Data confidential and secure (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server(s) and will fully comply with all applicable Data Protection and consumer legislation.

We confirm that any Personal Data which you provide to us (or which is available on public registers) and any information from which we can identify you is obtained, held, organized, changed, stored, distributed, used, disclosed and disposed of in accordance with our [Privacy and Cookies Policy](#) and only for purposes described here, especially the following:

- for processing your Orders, effecting payments, reimbursements and generally any processing related to our mutual financial obligations under the Associate Agreement;
- for administering your membership
- for statistical or survey purposes to improve the Site, on-line tools and our services to you;
- for serving Site content and advertisements to you;
- for administering of the Site;
- for communicating with you including sending you any marketing material you have agreed to receive.



As the Site is owned by Isagenix International, LLC, any Personal Data you provide through the Site will automatically be transferred to their servers in the USA. Because of the way our direct selling model works, where all members are connected, those Personal Data may also be accessed from any country in which we operate.

When we provide your Personal Data to authorised third parties we will provide only such Personal Data that is needed by them to perform their services. All authorised third parties are explicitly prohibited from using any Personal Data for any other purposes and from sharing any Personal Data with anyone other than us or as may be required by law.

You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Data and /or User Information, we are entitled to do so.

You have data protection rights, including a right to inspect your Personal Data at any time and receive a copy of it. You can exercise your rights or update your Personal Data by sending an email to [privacyeu@isagenixcorp.com](mailto:privacyeu@isagenixcorp.com) or by calling 900 423 614.

Please refer to the Isagenix [Privacy and Cookies Policy](#) for the full information on why we collect, how we use and protect Personal Data as well as what your rights and obligations with regard to your Personal Data are.

## 6. ISAGENIX COMMUNICATIONS

When becoming an Independent Associate, you will be asked whether you wish to opt-in to receive communications such as, but not limited to emails and/or texts concerning promotions run by Isagenix or Isagenix associated parties (such as the Isagenix entity in your country of residence, your Enrolling Sponsor, Placement Sponsor and your Support Team), and news concerning Isagenix and other business developments. Isagenix may analyse your Personal Data in order to provide you with offers and information better tailored to your interests and specific shopping history.

If you wish to opt out of promotional emails or texts or other communications you can unsubscribe from our promotional list by following the unsubscribe options in the promotional email or text itself, by logging into your account to opt-out and update your marketing preferences, or simply by contacting us to let us know.

Whether or not you opt in to promotional communications, Isagenix and the Isagenix associated parties may nevertheless send you operational or service communications concerning your Associate Membership Account, the Isagenix Associate Support System, the use of other Isagenix services, any updates concerning new and existing technical features, or legal or regulatory communications including privacy notices.

Any standard text messaging charges applied by your mobile phone carrier will apply to text messages we send.

## 7. LIMITED USE OF INFORMATION OF OTHER PERSONS

If you, in your capacity as an IA obtain, record, organise, store, change, retrieve, consult, use, disclose, make available, dispose of or otherwise process Personal Data of Customers, other Isagenix Independent Associates or of any other person, you undertake to keep such Personal Data confidential and secure; you also acknowledge that you are entirely responsible (and Isagenix is not in any way responsible) for complying with the applicable data protection and privacy laws and hereby agree to do so. You must also do so in a manner consistent with the Isagenix [Privacy and Cookies Policy](#), as may be changed from time to time. Your processing may for example occur: (a) if you collect or use Personal Data offline; (b) if you use Personal Data provided to you by the Company (e.g. in emails or from the ABO); or (c) when you use Personal Data in the ABO, your Associate Replicated Website or in any other Isagenix-provided system for your Isagenix business.

Under these laws, you must register with the Spanish Data Protection Authority (Agencia Española de Protección de Datos - <https://rgpd.es/>), unless you are exempt, and must comply with all other applicable data protection requirements. **It is your responsibility to assess your need to register and to perform such registration if required and to comply with data protection and privacy laws.** There are penalties for failure to register (unless exempt) and stringent sanctions for non-compliance with data protection and privacy laws.

You hereby agree to take appropriate measures at all times (from obtaining to disposal) to protect other individuals' Personal Data from a security breach (meaning the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed). You must take appropriate technical and organisational measures to ensure a level of security appropriate to the risks. What is appropriate will depend on the technical and other security solutions available and their cost, the nature, scope, context and purposes of your processing as well as the risks (the likelihood of a security breach and the potential impact on individuals' privacy rights if there is a security breach), and you must take all these into account in assessing what is appropriate and putting in place measures to ensure the Personal Data are protected.

Notwithstanding the fact that you may handle Customers' and other Independent Associates' Personal Data, you also understand that any registration as Customer or Independent Associate is personal to that individual and requires understanding and personal acceptance by that individual of certain Terms and Conditions and other Isagenix Documents. You therefore agree that if you use any Personal Data to register a new Customer or Independent Associate this shall only be done with the individual's full knowledge and their written or other explicit consent, as the law requires proof that consent was given.

You will indemnify and hold Isagenix harmless from any losses, damages, liabilities, costs, charges or expenses, including any Privacy Commission administrative sanctions arising from any breach of this data protection section, or breach of the data protection laws,

by you; you will also indemnify and hold Isagenix harmless from any losses, damages, liabilities, costs, charges, expenses or claims for compensation from any Customer or Independent Associate, suffered or incurred by the Company arising out of or in connection with any dispute that you or the Company may have with such Customer or Independent Associate regarding their registration and/or use of their Personal Data.

Please note that Isagenix is the controller of Personal Data in the Site, in your Associate Replicated Website, in the ABO and in any other Isagenix-provided system (together “**Isagenix Systems**”). You will have no further access to those Personal Data once your membership ends.

Isagenix is responsible for its own compliance as a controller under applicable data protection and privacy laws in respect of its processing of Personal Data in the Isagenix Systems (and you are not responsible). Isagenix discharges some of its responsibilities in providing the Privacy Policy on the Site and elsewhere on the Isagenix Systems (e.g. in other notices) and in the Isagenix Systems (e.g. regarding security). Isagenix provides a central contact point for individuals to get in touch regarding any data protection-related query. Isagenix will respond (and you must not respond) to individuals exercising their data protection rights in relation to Isagenix’s processing of Personal Data in the Isagenix Systems. If you receive a request from an individual or from anyone else about Isagenix’s processing you must notify Isagenix’s data protection officer immediately. Isagenix will deal with any required reporting of security breaches in respect of the Isagenix Systems. Therefore if you know or reasonably suspect your login credentials or any Isagenix System have been compromised, you must notify Isagenix’s data protection officer immediately.

## 8. USE OF NAME, LIKENESS, IMAGE AND/OR TESTIMONIALS FOR ISAGENIX PROMOTIONAL PURPOSES

By accepting these Terms and Conditions you authorise the lawful and unlimited use of your name, likeness, image, voice, written comments, testimonials or other documentation in connection with marketing, publicising, or otherwise promoting Isagenix Products, marketing programmes, opportunities, services, or promotional literature and supplies, without remuneration or other consideration being paid to you. You further consent to Isagenix publishing your name, photograph, city and state of residence, the commissions, bonuses, awards, prizes, and recognition you receive, in any of its official material and any other information Isagenix customarily publishes about Associates, without remuneration being paid to you. Your testimonial or endorsement of Isagenix Products or other personal participation is made of your own free will and you will not be paid any monetary sum for doing so.

## 9. CODE OF CONDUCT

We strictly adhere to the [General Terms and Conditions of the Spanish Direct Selling Association](#) as issued on June 15th 2018, ([www.avd.es](#)). We require that all our members strictly adhere to the codes of the Direct Selling Association of their country of residence, as further implemented in the [Isagenix Code of Ethics](#) and [Rules of Membership](#).

## 10. TERM AND TERMINATION

The term of this Associate Agreement is one (1) year, unless earlier terminated by you or Isagenix.

You must renew your Associate Agreement annually by paying the applicable renewal fee, plus taxes, by your anniversary date. If you fail to renew, whether

intentionally or not, you may forfeit your Position, compensation and other benefits associated with your membership. **Automatic Renewal Charge:** As a convenience, if you are an Active Associate (as defined in the Isagenix Compensation Plan) and place an order with your personal credit card within ninety (90) days before your renewal date, Isagenix will automatically renew your Associate Agreement by charging the applicable renewal fee (plus tax) to the same credit card, provided it is your current method of payment on file at the time the fee is charged. Renewal fees will be charged approximately 5-7 days prior to your renewal date. **If you do not wish to participate in this automatic renewal, you may opt out by contacting our Customer Care team as follows:**

by phone at 900 423 614 or by email at [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com). As the fees are subject to change, you will have the opportunity to terminate your Associate Agreement before such change takes effect.

You may terminate your Associate Agreement at any time without stating a reason in accordance with Section 2.9 above.

We may terminate your Associate Agreement and thus your registration with immediate effect by giving you notice in any of the following circumstances:

- if you make any statement or provide any Personal Data that is materially inaccurate or untrue;
- if you commit a breach of any of the provisions of the Terms and Conditions including breach of any of the documents referenced in the Terms and Conditions, that is not capable of remedy;
- if you commit a breach of any of the provisions of the Terms and Conditions, including breach of any of the documents referenced in the Terms and Conditions, that is capable of remedy and fail to remedy that breach within 14 days after receipt of a written notice from us.

Your Membership will be terminated automatically by Isagenix if you have not made any purchases of Commissionable Products for a period of twelve (12) consecutive months.

## 11. AMENDMENTS TO THE TERMS AND CONDITIONS

We reserve the right to update and amend these Terms and Conditions. Any change or update will become effective from the moment of its publication on the Site. We will inform you of any changes upon your first log-in to your Associate Account after the changes have been introduced. You will be prompted to accept the changes or cancel your membership.

## 12. COMPLAINT HANDLING AND DISPUTES

Any complaints, questions and requests can be made to our Customer Care team as follows: by phone at 900 423 614 or by email at [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com).

If you are not satisfied with the reply from the Isagenix Customer Care you may contact the Spanish Direct Selling Association ([www.avd.es](http://www.avd.es)). The Spanish Direct Selling Association can also be reached by ordinary mail (Asociación de Empresas de Venta Directa c/ Mallorca, 286 bajos 1º 08037 - Barcelona), via e-mail ([avd@avd.es](mailto:avd@avd.es)) or by phone (+34 932 072 516)

By contacting the DSA you will avail yourself to the free and effective alternative dispute resolution facility provided by the DSA; you will also be able to obtain a copy of the DSA documents.

Without prejudice to our mutual right to bring any matter relating in any way to your use of the Site or to the Products you have bought from us to the court we would do our best to resolve any such dispute by means of amicable negotiation to agree a mutually acceptable solution rather than in court. Please discuss issues and direct any claims to our customer service team in the first instance.

## 13. ISAGENIX AUTOSHIP PROGRAMME

As a convenience, you may participate in our optional Autoship Programme where Isagenix will conveniently deliver your selected Products on a recurring schedule approximately every thirty (30) days. You can select the Products and the monthly processing date for your Autoship Order when you set your Autoship for the first time, and change this choice at any time. You must select at least one Commissionable Product if you want to set up an Autoship Order, but there is no minimum purchase requirement and no requirement to set up an Autoship Order. By participating, you understand that periodic shipments of the Product that you have ordered will occur without any further action by you. You understand that there will be approximately a one (1) month interval between each shipment. You are the only person who is authorised to establish, cancel, or change your participation in the Autoship Programme or to authorise others to do so on your behalf.

Participating in the Autoship Programme may give you the right to buy Products at further discounted prices.

Requested product selection changes must be received by Isagenix at least one (1) business day in advance of the scheduled processing date for your Autoship Order or the changes will not be implemented until the next month.

You may cancel your Autoship participation at any time by contacting our Customer Care team as follows:

by phone at 900 423 614 or by email at [CustomerServiceES@IsagenixCorp.com](mailto:CustomerServiceES@IsagenixCorp.com). **Until you notify Isagenix of cancellation, your participation in the Autoship programme will continue. Notice of cancellation must be received by Isagenix at least one (1) business day prior to your monthly Autoship processing date; otherwise, cancellation will become effective in the month following the month in which your notice of cancellation is received by Isagenix.**

## 14. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of Spain. This means a contract for the purchase of Products through our Site and any dispute or claim arising out of or in connection with it will be governed by the law of Spain. You and we both agree to that the courts of Spain will have exclusive jurisdiction.

## 15. MISCELLANEOUS

We are not responsible for blocking by administrators of mail servers transmitting the messages or notifications to your e-mail address or for removing or blocking of emails by software installed on your computer.

We may provide links to third party websites or resources. Our provision of such links is not an endorsement of any information, Product or service reached through such link. We are not responsible for the content or performance of any portion of the Internet including other websites to which the Site may be linked for or that can be accessed by the Site. You are requested to inform us of any errors or inappropriate material found on websites to which this Site is or may be linked.

You agree to hold harmless, indemnify, and release Isagenix, its shareholders, officers, directors, employees and agents from and against (a) any claims or liabilities arising from or relating to the operation or promotion of your Isagenix business and Position, and (b) any claims for consequential, special, punitive, or exemplary damages against Isagenix for any reason whatsoever. In addition, you agree to waive, (a) any claims or liabilities arising from or relating to the operation or promotion of your Isagenix business and Position, and (b) any claims you may have for consequential, special, punitive, or exemplary damages against Isagenix for any reason whatsoever.

Violation of any of the terms of this Associate Agreement or of any law may result in forfeiture of commissions, bonuses and/or other payments from Isagenix based on all or part of your Marketing Organisation cancellation of your membership, or other corrective

action as determined appropriate by Isagenix in its sole discretion, and as provided for in the Policies. If your Associate Agreement is terminated or cancelled by Isagenix at any time for any reason, you will permanently lose and forfeit all rights as an Isagenix Independent Associate, and you waive and forfeit all rights and claims to your Marketing Organisation and to all commissions, bonuses and other payments.

Each of the clauses in these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

The failure of Isagenix to enforce any of the provisions herein shall not be deemed a waiver of their enforceability. No waiver of any default or breach of your Associate Contract, or failure to enforce rights contained therein, will be considered a waiver by Isagenix of any subsequent default or breach of the same or any other provision.

The notice period for any notice given under these Terms and Conditions shall start on the date that the notice is posted by registered post. If notice is given by any other means, the notice period shall start running on the day of receipt of the notice. This does not apply to informing us of returns under Section 3.6 - the time period for returns runs from the date you inform us that you wish to return the Products.

## Contact Us

If you have any questions or concerns, please contact us at:

**Email:** [CustomerServiceES@isagenixcorp.com](mailto:CustomerServiceES@isagenixcorp.com)

**Telephone:** 900 423 614

**Letter:** Isagenix (United Kingdom) Limited  
Attention: Customer Care  
Lower Ground, Ground  
First and Second Floors  
31-34 St. John's Lane (Watchmaker Court)  
London EC1M 4BJ