



## TERMS AND CONDITIONS

# OF THE CUSTOMERS MEMBERSHIP APPLICATION AND AGREEMENT FOR THE RESIDENTS OF THE NETHERLANDS AND THE REPUBLIC OF IRELAND

The purpose of this document is to set forth the terms and conditions that apply to your customer account with Isagenix (EU) B.V. ("Isagenix" or "Company"). Isagenix (EU) B.V., a Private Company with limited liability, registered office at Strawinskyalaan 3127, 8th floor, 1077 ZX Amsterdam, the Netherlands, VAT ID: NL855739629B01. Isagenix Worldwide LLC is the owner of the website [www.isagenix.com](http://www.isagenix.com) where you will register and buy our products ("Site"). Isagenix is the promoter of the Isagenix International, LLC, trading scheme ("Isagenix Trading Scheme") in the Netherlands and the Republic of Ireland ("ROI"). 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, opening of your customer account and purchasing of products from Isagenix. Please also read the Isagenix Privacy and Cookies Policy regarding the personal information you will be required to provide. We will send you a copy of these Terms and Conditions either in a hard copy or, subject to your consent, as an 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 ("Agreement") between you and Isagenix regarding: 1) the purchasing of products from Isagenix and, 2) if you choose to register with us, the creation and use of your customer membership account, and will supersede any and all prior arrangements, understanding and negotiations whether oral or in writing between you and Isagenix.

If you have any questions regarding these Terms and Conditions as well as any issues during the ordering process, please email our Customer Care team on [CustomerServiceEU@IsagenixCorp.com](mailto:CustomerServiceEU@IsagenixCorp.com) for the ROI, or [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com) for the Netherlands.

Accordingly, you understand and agree as follows:

### **1. Creating a Customer Membership Account (the account established by Customers upon agreeing to the terms and conditions of the Customer Membership Account Application and Agreement and supplying the requisite information. The Customer Membership Account may also be referred to as a "Customer Account.")**

To create an Isagenix Customer Membership Account, you must:

- be at least 18 years old,
- have a physical address in the Netherlands or the ROI,
- complete the enrolment process, which includes agreeing to these Terms and Conditions,
- select a membership level,
- pay any applicable fee, (e.g., Annual Fee of €43.05 inclusive of VAT or Annual Fee on Autoship of €30.75 inclusive of VAT),
- provide a valid method of payment, and
- complete your first order that includes at least one (1) Isagenix Commissionable Product. ("Commissionable Products" are Isagenix products that have a point value assigned to them as a means for Independent Isagenix Associates to earn commissions through the Isagenix Compensation Plan.)

The following membership levels are available:

- Retail Customer
- Registered Customer

As a Retail Customer, you will be able to purchase Products from the Site or the replicated sites of our Independent Associates at our standard retail prices.

The benefits of registering as a Preferred Customer are described in detail in Art. 16 of the Terms and Conditions.

Only one Customer Membership Account is allowed per person. A married couple, including common law couples, (collectively "Spouse['s]"), may create a joint Customer Membership Account. Spouses who wish to have separate accounts must each create their own account and must be placed in the same line of sponsorship.

Once your Customer Membership Account is created, you may not change the person who is credited for personally enrolling you as a Customer ("Enrolling Sponsor") or the sponsor whom a new Member is placed directly under in the marketing organisation ("Placement Sponsor") other than as allowed by Isagenix policies. (A Customer may change – the line of sponsorship above your Position in the marketing organisation (including your Enrolling Sponsor and Placement Sponsor) who are in a direct line to your position through your Enrolling Sponsor ("Support Team") by contacting Isagenix Compliance at [ComplianceEU@IsagenixCorp.com](mailto:ComplianceEU@IsagenixCorp.com) to terminate his/her Customer Membership Account and Agreement and waiting for a period of six (6) full calendar months or by going inactive (i.e., not placing any orders, not operating any Isagenix account, etc.) for a period of six (6) full calendar months. Following the six (6) month period of inactivity, the Customer may reapply under a new Enrolling Sponsor as a Customer and/or as an Isagenix Independent Associate by submitting the relevant new application to Isagenix. For more information, please see our guidance documents at <https://www.isagenix.com/en-NL/isagenix-compliance>.



## 2. Products

"**Isagenix Products**" or "**Products**" are the health and wellness products offered for sale under the *Isagenix trademark*. All Products, prices, offers and promotions are valid and binding during the period indicated in the Product catalogue or applicable promotional material, which describes the Products' main characteristics.

## 3. Conformity of the Products

We warrant that the products offered for sale by Isagenix are manufactured in accordance with the Isagenix internal "No-Compromise" standards. We guarantee the quality of any Product carrying the Isagenix trademark and certify that the Products manufactured by or for us meet the highest standards of quality.

## 4. Placing an Order

Once your Customer Membership Account is open, you may place Product Orders. You may place Orders by selecting the Products you wish to buy. The placing of the Order is considered to be 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.

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 and Cookies 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 an Order, you will receive an email to acknowledge and confirm the order. The date of the confirmation email 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 a consumer as well as a copy of the Cancellation Form which you may use to cancel an Order.

If there are any errors in the Order confirmation, please contact Isagenix Customer Care at 0 800 817102 or [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@IsagenixCorp.com) for the ROI, or 0 800 023 4002 or [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com) for the Netherlands.

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.

## 5. 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.

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 is ready to be shipped. Should your credit card exceptionally be charged before your order has been shipped, you will still be entitled to the refund under Art. 8 of these Terms and Conditions.

For further information about payment methods please contact our Customer Care team as follows: **for the Netherlands:** by phone at 0 800 023 4002 or by email at [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com); **for the Republic of Ireland:** by phone at 0 800 817102 or by email at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@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 is sent via a secure connection. As Isagenix works with authorised payment service providers, credit card information is handled properly and in accordance with the international payment card industry data security standards.

## 6. Payment Authorisation

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 Customer Membership 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 Customer Membership 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 Customer 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.

You agree that, if you apply for the optional monthly Autoship or backup order, 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.

## 7. Delivery and Transfer of Risk

The ordered Products can be delivered only in the Netherlands and the ROI.

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.

## 8. 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 via email to Customer Care ([CustomerServiceE@IsagenixCorp.com](mailto:CustomerServiceE@IsagenixCorp.com) for ROI or [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com) for the Netherlands). You can also use the Cancellation (Product Return) Form that is attached to this Policy. The Cancellation Form is also available on the Site or can be found as an 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. You may contact our Customer Care team as follows: **for the Netherlands:** by phone at 0 800 023 4002 or by email at [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com); **for the Republic of Ireland:** by phone at 0 800 817102 or by email at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@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 the 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 choose not to, you then 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 choose 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.

For instructions to appropriately cancel an order and where to send the product, please contact our Customer Care team as follows: **for the Netherlands:** by phone at 0 800 023 4002 or by email at [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com); **for the Republic of Ireland:** by phone at 0 800 817102 or by email at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@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 Holland/ the ROI even if the returns are made to an address that is not in Holland/ the ROI.

## 9. Product Satisfaction Guarantee

In addition to your right to cancel a Product order and return to us 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 8 you have an 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.

## 10. Term

The term of your registration is one (1) year, unless earlier terminated by you or Isagenix.

## 11. Automatic Renewal Fees for Membership Account

Isagenix Customer Membership Accounts renew annually at the fee rate applicable to your Customer Membership Type. The renewal fee amount is based on your Customer Membership Type at the time of renewal, regardless of whether you paid a fee upon creating your account. As a convenience, if you place an order within 90 days before your renewal date and pay with your personal credit card, Isagenix will automatically renew your account by charging the applicable renewal fee (plus taxes) to the same credit card, provided it remains the current method of payment on file, 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: **for the Netherlands:** by phone at 0 800 023 4002 or by email at [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com); **for the Republic of Ireland:** by phone at 0 800 817102 or by email at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@IsagenixCorp.com). (Fees are subject to change upon prior notice to you. You will have the opportunity to terminate your Customer Membership Account before such fee change takes effect.)

## 12. Termination Rights (Cooling Off)

**You may cancel your membership without stating a reason and without incurring 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.

To cancel your membership, 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 also email us at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@IsagenixCorp.com) for the ROI or [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com) for the Netherlands.

Isagenix may terminate your Customer Membership Account and Agreement at any time for any reason, with or without notice. Your Membership will be terminated automatically by Isagenix if you have not made any purchases of consumable Isagenix products that have a point value assigned to it as a means for calculating commissions and bonuses payable for a period of twelve (12) consecutive months.

### **13. Isagenix Autoship Programme**

As a convenience, you may participate in our optional **Autoship Programme** whereby Isagenix will conveniently deliver your selected Isagenix Products on a recurring schedule approximately every thirty (30) days. You can select the products and the monthly processing date for your Autoship Order. You must select at least one consumable Isagenix products that have a point value assigned to it as a means for calculating commissions and bonuses payable 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. You can choose from a wide variety of pre-selected product packs or combine any variation of individual products to suit your needs. 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.

You may change Autoship product selections online through your Isagenix online account. If you are unable to access your Isagenix Customer Account, you may contact the Isagenix Customer Care team as follows: **for the Netherlands:** by phone at 0 800 023 4002 or by email at [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com); **for the Republic of Ireland:** by phone at 0 800 817102 or by email at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@IsagenixCorp.com) during normal business hours for assistance. 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 at any time by notifying the Isagenix Customer Care team** as follows: **for the Netherlands:** by phone at 0 800 023 4002 or by email at [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com); **for the Republic of Ireland:** by phone at 0 800 817102 or by email at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@IsagenixCorp.com). **Until you notify Isagenix of your 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, the cancellation will become effective in the month following the month in which your notice of cancellation is received by Isagenix.**

### **14. 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 a Registered Customer **you will be asked to expressly acknowledge that we have provided you with our Privacy and Cookies Policy. Our Privacy and Cookies Policy describes how Isagenix and, as necessary, affiliated Isagenix entities, third-party contractors and other Isagenix Independent Associates may store, use and process (including through automatic means) your Personal Data.**

The Personal Data required to set up your Customer Membership Account and collected while you are a Customer is necessary for Isagenix to operate and coordinate its distribution network and carry out its obligations under this 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. Accordingly, you consent to the disclosure of your name, telephone number(s), fax number, email address(es), shipping address(es) and other contact information listed on your application or otherwise provided to Isagenix, and information regarding your Isagenix purchases (excluding payment card/account information), to Isagenix internal departments, external service providers, and to your Enrolling Sponsor, Placement Sponsor and Support Team.

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, organised, 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 Agreement;
- for administering your membership;
- for statistical or survey purposes to improve the Site, online 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, wherein all members are connected, that 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 these rights or update your Personal Data by sending an email to [privacyeu@isagenixCorp.com](mailto:privacyeu@isagenixCorp.com) or by calling: **for the Netherlands:** 0 800 023 4002; **for the Republic of Ireland:** 0 800 817102.

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

## 15. Isagenix Communications

When becoming a Customer, 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 Customer Membership Account, 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.

## 16. Use of Name, Likeness, Image and/or Testimonials for Promotional Purposes

By creating a Customer Membership Account, you authorise and consent to Isagenix the use of your name, likeness, image and/or testimonials in connection with selling, advertising, marketing, publicising or otherwise promoting Isagenix Products on a worldwide basis and through any type of media without remuneration or other consideration being paid to you.

## 17. Special Rules for Registered Customers

### a. Products Are for Personal Use Only and May Not Be Resold

As a Registered Customer, you are granted the right to purchase Isagenix products at discounted prices. Your product purchases must be for your own personal use or the use of your Immediate Household only, and you agree that you will not resell or otherwise provide Isagenix products to others. (“**Immediate Household**” means your spouse and dependent children living in the same house as you.) You agree that you will not offer, display or sell, or facilitate the offering, displaying or selling of Isagenix Products in any manner, either directly or indirectly through any intermediary or instrumentality, including online auction websites, such as eBay or Amazon, e-commerce websites, retail websites, bazaars, flea markets, and so on. These obligations and prohibitions continue even after any termination or cancellation of your relationship with Isagenix.

### b. Prohibition of Sponsoring

You understand that, as a Registered Customer, you cannot sponsor others as Isagenix Independent Associates or customers, and you are not entitled to participate in the Isagenix Compensation Plan. If you wish to participate in the Compensation Plan, you must complete an Isagenix Independent Associate Application and Agreement and submit it to Isagenix through your Customer Account or by other means that may be established by Isagenix. If you do become an Isagenix Independent Associate, Isagenix will maintain your original ID number and genealogy position under your Enrolling and Placement Sponsor(s). You will also be eligible to purchase Isagenix products according to your selected Customer Type.

### c. Isagenix Product Introduction Rewards Programme

This programme allows Customers to earn credit or other rewards towards future product purchases by introducing others to Isagenix who then purchase products. As a Registered Customer, you may choose to participate in the programme.

## 18. No Assignment by Customer

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 or 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.

## 19. Code of Conduct

We strictly adhere to the General Terms and Conditions of the Dutch Direct Selling Association (Algemene Voorvaarden van de Vereniging Directe Verkoop) as issued on 1 October 2015, ([www.directeverkoop.nl](http://www.directeverkoop.nl)) as well as the Direct Selling Association of Ireland Code of Practice for Consumers and the Direct Selling Association of Ireland Code of Business Conduct as approved by the DSAI Council on 7 November 2013 ([www.dsai.ie](http://www.dsai.ie)). 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. **If you have any complaints regarding the behaviour of an Isagenix Independent Associate, please contact our Customer Care team** as follows: **for the Netherlands:** by phone at 0 800 023 4002 or by email at [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com); **for the Republic of Ireland:** by phone at 0 800 817102 or by email at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@IsagenixCorp.com).

## 20. Complaint Handling and Disputes

**Any complaints, questions and requests can be made to our Customer Care team** as follows: **for the Netherlands:** by phone at 0 800 023 4002 or by email at [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com); **for the Republic of Ireland:** by phone at 0 800 817102 or by email at [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@IsagenixCorp.com).

If you are not satisfied with the reply from Isagenix Customer Care, you may contact:

**For the Netherlands:** the Dutch Direct Selling Association ([www.directeverkoop.nl](http://www.directeverkoop.nl)). The DSA can also be approached by ordinary mail (VDV, Postbus 2450, 5202 CL Den Bosch), via email ([vdv@directeverkoop.nl](mailto:vdv@directeverkoop.nl)) or by phone (+31 71 568 0028).

**For the ROI:** Direct Selling Association of Ireland

([www.dsai.ie](http://www.dsai.ie)). The DSA can also be reached by ordinary mail (c/o Unit 14, Mobbs Miller House, Christchurch Road, Northampton, NN1 5LL), via email ([office@dsai.ie](mailto:office@dsai.ie)) or by phone (+33 353 1431 9809).

By contacting the DSA, you will avail yourself to the free and effective alternative dispute resolution facility provided by the respective DSA; you will also be able to obtain a copy of the respective 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 to a mutually acceptable solution rather than in court. Please discuss issues and direct any claims to our customer service team in the first instance.

## 21. Applicable Law and Jurisdiction

These Terms and Conditions are governed by the law of The Netherlands. 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 the Netherlands. You and we both agree that the courts of the Netherlands or the ROI (depending on your residency) will have exclusive jurisdiction.

## 22. 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 Customer Account after the changes have been introduced. You will be prompted to accept the changes or cancel your membership.

## 23. Miscellaneous

We are not responsible for blocking by administrators of mail servers transmitting the messages or notifications to your email 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.

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.

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 Art. 8 — the time period for returns runs from the date you inform us that you wish to return the Product.

**Contact Us**

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

**Email (IE):** [CustomerServiceIE@IsagenixCorp.com](mailto:CustomerServiceIE@IsagenixCorp.com)

**Email (NL):** [CustomerServiceNL@IsagenixCorp.com](mailto:CustomerServiceNL@IsagenixCorp.com)

**Telephone (IE):** 0 800 817102

**Telephone (NL):** 0 800 023 4002

**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

Last updated: 25 May 2018