



## TERMS AND CONDITIONS

### OF THE ISAGENIX INDEPENDENT ASSOCIATE APPLICATION AND AGREEMENT FOR CANADIAN RESIDENTS

#### Effective March 27, 2017

The purpose of this document is to set forth the terms and conditions that apply to your customer account with Isagenix Canada ULC and/or any of its affiliates (“Isagenix”). Once your application is submitted to and accepted by Isagenix, this document will constitute an agreement (“Agreement”) between you and Isagenix. Accordingly, you understand and agree as follows:

#### 1. Creating a Customer Membership Account

To create an Isagenix Customer Membership Account, you must:

- be at least 18 years old or the age of majority
- live in Canada
- complete the enrollment process, which includes agreeing to these Terms and Conditions
- select a customer type (and pay any applicable fee)
- provide a valid method of payment
- complete your first order that includes at least one (1) Isagenix Commissionable Product. (“Commissionable Products” are consumable Isagenix products that have a point value assigned to them as a means for calculating commissions and bonuses for Independent Isagenix Associates.)

#### 2. Ordering & Confirmation

Once your Customer Membership Account (“Account”) is open, you may place product orders. Upon placing an order, you will receive an email to acknowledge and confirm the order. If there are any errors in the confirmation, please promptly contact Isagenix Customer Care at (877)877-8111 during normal business hours. Sales tax plus standard shipping and handling charges apply to all orders, unless a promotional shipping rate or other discount or coupon 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.

#### 3. Satisfaction Guarantee

We want you to be completely satisfied when you shop with us. Please see our Return and Refund Policy located at [Isagenix.com](http://Isagenix.com), which is incorporated herein by reference, for details. A full copy of the Policy will also accompany your shipment. You may contact Customer Care at (877)877-8111 during normal business hours with any questions.

#### 4. Payment Authorization

You certify that you are the owner of the debit card, credit card, or deposit account that you submit to Isagenix for payment of your purchases. You may elect an authorized user on your Account to act on your behalf regarding payment authorizations; however, you are solely responsible for all activity on your Account. You hereby authorize Isagenix to initiate charges or debit entries on the credit card, debit card or deposit account that was submitted for all orders on your 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 sales taxes and shipping and handling charges. This authorization will remain in effect until you notify Isagenix of your election to terminate this authorization. Such notification must be submitted through your online 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.



## 5. Term and Automatic Renewal

The term of this Agreement is one (1) year and will automatically renew on each anniversary date unless sooner terminated (a) by you by providing written notice to Isagenix, following the procedures set forth in Section 7, Termination Rights, or (b) by Isagenix, in accordance with the terms of Section 7, Termination Rights.

## 6. Automatic Renewal Fees for Membership Account

Your account renews annually at the fee rate applicable to your Customer Type, plus applicable sales tax. The renewal fee amount is based on your Customer Type at the time of renewal, regardless of whether you paid a fee upon creating your Account. Automatic Renewal Charge: 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 Customer Care at (877)877-8111. (Fees are subject to change upon prior notice to you. You will have the opportunity to terminate your Account before any such fee change takes effect.)

## 7. Termination Rights

You may terminate your Account and Agreement at any time for any reason by submitting a written termination notice to Isagenix in one of the following ways: mail/courier addressed to Isagenix International, LLC, Attn: Account Requests, 155 E. Rivulon Blvd, Gilbert, AZ 85297; facsimile at (480)636-5386; or email from your email address on file with Isagenix to AccountRequests@IsagenixCorp.com. The written notice must bear your signature (unless sent via email from your email address on file with Isagenix), printed name, address, and Isagenix Customer Account or ID number.

Isagenix may terminate your 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 Commissionable Products for a period of twelve (12) consecutive months.

## 8. Isagenix Autoship Program

As a convenience, you may participate in our optional Autoship program where Isagenix will conveniently deliver your selected Isagenix products on a recurring schedule approximately every four (4) weeks. (You can select the products and the monthly processing date for your Autoship Order.) 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. You can choose from a wide variety of pre-selected product paks or combine any variation of individual products to suit your needs. By participating, you understand that shipments of the products you have ordered will occur without any further action by you. You understand there will be approximately a one (1) month interval between each shipment. You are the only person who is authorized to establish, cancel, or change your participation in the Autoship program or to authorize others to do so on your behalf.

You may change Autoship product selections online through your Isagenix online account. If you are unable to access your Isagenix online account, you may contact Isagenix Customer Care at (877) 877-8111 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 following month.

You may cancel your Autoship participation at any time by notifying Isagenix by email at Support@IsagenixCorp.com, by phone at (877) 877-8111, or by other means that may be established by Isagenix. Until you notify Isagenix of cancellation, your participation in the Autoship program 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 not become effective until the following month.

## 9. Personal Information

You understand and acknowledge that you are subject to the Isagenix Privacy Policy found at Isagenix.com, which



is incorporated herein as part of these Terms and Conditions. Further, you acknowledge that you have read and understand the Privacy Policy, and consent to the use of any personal information that you provide subject to the terms of this Agreement and the Privacy Policy.

The personal data disclosed in establishing your Account as well as personal data collected in fulfilling our obligations is necessary for Isagenix to operate and coordinate our distribution network and carry out our obligations under this and other agreements. The data collected is used by Isagenix's internal and external departments 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, and/or e-mail address(es), shipping address(es) and other contact information listed on your application or as updated, and information regarding your Isagenix purchases (excluding payment card/account information), to Isagenix's internal departments, external service providers, Enrolling Sponsor, Placement Sponsor, and Support Team. You agree that Isagenix or a party acting on its behalf may contact you by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging, and email, and you consent and agree to being contacted in this manner at the telephone and fax number(s) and email address(es) that you provide. Your carrier's standard rates will apply for calls and text messages.

If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself or by going to your Isagenix online account to manage your subscriptions and deselect the types of information you do not wish to receive. You will continue to receive emails regarding customer related transactions regardless of the email subscriptions that are chosen. If you wish to opt out of promotional calls or texts, you may do so by going to your Account to manage your subscriptions and deselect the types of information you do not want to receive. You may opt out of promotional telephone calls by simply requesting to be placed on our do not contact list. You may opt out of texts or calls by contacting Customer Care at (877) 877-8111. You acknowledge that you are not required to consent to receive promotional, emails, texts or calls as a condition of being a Customer.

BY SUBMITTING THIS APPLICATION, YOU AUTHORIZE ISAGENIX, ITS AFFILIATES, INDEPENDENT ASSOCIATES, AND REPRESENTATIVES, TO CONTACT YOU BY PHONE, FAX, MAIL, AND EMAIL CONCERNING ISAGENIX RELATED MATTERS.

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

By creating an Isagenix Customer Membership Account, you authorize and consent to Isagenix's use of your name, likeness, image, and/or testimonials in connection with selling, advertising, marketing, publicizing, or otherwise promoting Isagenix products, events, or opportunity, on a worldwide basis and through any type of media, without remuneration or other consideration being paid to you.

## **11. Products are for Personal Use Only and May Not be Resold**

As a 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. If you are not satisfied with a product, please contact us for information regarding refunds.

## **12. Sponsoring**

You understand that as a Customer, you cannot sponsor others as Isagenix Independent Associates or customers, and you are not entitled to participate in the Isagenix Team Compensation Plan. If you wish to participate in the Compensation Plan, you must complete all applicable requirements and complete an Isagenix Independent Associate Application and Agreement and submit to Isagenix through your Isagenix online account or by other means that may be established by Isagenix. (Please note that if you establish a Customer Account only, you may choose to participate



in the Isagenix Product Introduction Rewards Program. This program allows Customers to earn rewards towards future product purchases by introducing others to Isagenix who then purchase qualifying product packs. Details and additional information can be found at [Isagenix.com](http://Isagenix.com).)

### **13. Limitations on Number of Isagenix Membership Accounts**

Only one Isagenix Customer account is allowed per person. A married couple, including legally recognized common law couples, (collectively "Spouse(s)"), may create a joint Account. Spouses who wish to have separate accounts must each create their own account and must be placed in the same Line of Sponsorship. (Please contact Isagenix Compliance at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com) with any questions.)

Once your Account is created, you may not change your Enrolling Sponsor or Placement Sponsor other than as allowed by Isagenix policies. (A Customer may change Support Teams by contacting Isagenix Compliance at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com) to terminate his/her 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 by submitting the relevant new applications to Isagenix and complying with all other requirements.

### **14. No Assignment by Customer**

You may not transfer or assign your Customer 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 consent or notice.

### **15. Dispute Resolution / Confidential Arbitration**

**a.)** ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THE CUSTOMER MEMBERSHIP APPLICATION AND AGREEMENT, INCLUDING THESE TERMS AND CONDITIONS, OR THE BREACH THEREOF, SHALL BE SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF YOU FILE A CLAIM OR COUNTERCLAIM AGAINST ISAGENIX, YOU MAY ONLY DO SO ON AN INDIVIDUAL BASIS AND NOT WITH ANY OTHER INDIVIDUAL OR AS PART OF A CLASS ACTION. YOU WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT. All arbitration proceedings shall be held in Maricopa County, State of Arizona, unless the laws of the jurisdiction where you reside expressly require the application of its laws, in which case the arbitration shall be held in the capital of that jurisdiction. At least one arbitrator shall be an attorney at law experienced in business law transactions and network marketing. Neither the parties nor the arbitrator(s) may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses, including legal and filing fees; provided, however, that the arbitrator will have discretion to award legal fees and other costs to the prevailing party. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate shall survive any termination or expiration of your relationship with Isagenix.

**b.)** Nothing in the arbitration provision prohibits either party from obtaining a temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect the party's interests prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with an arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief.

**c.)** In addition, nothing in the arbitration provision shall prevent Isagenix from filing a lawsuit to identify unknown persons, including, but not limited to, unidentified Customers or Independent Associates, who may be selling Isagenix products on the Internet, cybersquatting, registering or using Isagenix trademarks or confusingly similar domain names, or producing Isagenix merchandise without authorization. Once a person is determined to be a Customer or Independent Associate, Isagenix may take further action against such persons. The filing of a lawsuit and taking any action in that lawsuit to identify unknown persons shall not be a waiver of any right or obligation set forth in the arbitration provision.

**d.)** In the event that a dispute or claim arising out of, or relating to this Agreement, is not subject to arbitration as set forth above, the laws of the state of Arizona shall govern, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Arizona. If the laws of your place of residence impose any requirement that is different from or in addition to those set forth in these Terms and Conditions, then these Terms and Conditions shall be deemed amended in conformance with those laws as to that jurisdiction only.

**e.)** BY CREATING AN ISAGENIX CUSTOMER ACCOUNT, YOU AGREE TO ACCEPT AND BE BOUND BY THE ABOVE CONFIDENTIAL AND BINDING ARBITRATION.

## 16. Miscellaneous

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.

Isagenix may adjust or amend this Agreement, including these Terms and Conditions at any time. Notice of such adjustments or amendments will be published at least thirty (30) days before being made effective. You agree to be bound by all such amendments and understand that your only remedy for not accepting such amendments is to terminate this Agreement. Placing an order after publication of any amendment will constitute your acceptance of the amendment.

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### Contact Us

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

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

**Telephone:** (877) 877-8111

**Facsimile:** (480) 636-5386

**Letter:** Isagenix International, LLC  
Attention: Customer Care  
155 E. Rivulon Blvd  
Gilbert, AZ 85297