

Rewards Circle Customer Program Terms & Conditions

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

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

1. Definitions; General Information.

About Us and Definitions

This Program is provided by LifeVantage Australia Pty. Ltd. (“**LifeVantage**”), which is solely responsible for the Program and these Program Terms. In these Program Terms, “**Participant**”, “**you**”, and “**your**” mean the Account holder. “**Account**” means your Program account. “**We**”, “**our**”, “**ours**”, and “**us**” mean LifeVantage. “**Participation**” means earning Reward Credits, redeeming Reward Credits, and receiving any other benefits associated with the Program. “**Reward Credits**” mean the product credit you earn, as detailed in Section 3 of these Program Terms.

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

No Account Sharing

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

2. Eligibility; Participation

Eligibility

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

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



Restrictions and Removal of Access to the Program

When setting up your Account you agree that:

- (a) You will not use an e-mail address that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any e-mail address or password for any reason in our sole discretion;
- (b) You will provide true, accurate, current, and complete information about yourself in connection with the Account registration process and, as permitted, maintain and update it continuously and promptly to keep it accurate, current, and complete;
- (c) You are solely responsible for all activities that occur under your Account, email address and password whether or not you authorized the activity;
- (d) You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your device so that others may not access your Account or any password protected portion of the Website using your email address or password;
- (e) You will immediately notify us of any unauthorized use of your Account, email address or password or any other breach of security; and
- (f) You will not sell, transfer, or assign your Account or any rights you have under the Account.

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

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

3. Earning Reward Credits

You will earn AU\$7 in Reward Credits for every increment of AU\$150 in paid Subscription orders.

How We Calculate the Order Value Eligible for Reward Credits

Reward Credits may only be earned on the value after any applicable discounts or Reward Credits are applied and excludes shipping and handling fees, but includes applicable value-added, goods and services or consumption taxes (the "Order Value") of the Subscription order. For the avoidance of doubt, Order Value excludes taxes, third-party products, or services such as shipping or ecommerce marketplaces and all LifeVantage marketing tools, clothing, or any other promotional items that advertise LifeVantage or its products. The products on which Reward Credits may be earned are determined by LifeVantage, in its sole discretion, and may change from time to time without notice.

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



How We Deal with Returns

Reward Credits earned on returned (in whole or in part) Subscription orders will be removed from your Account using the first to expire first out method, provided, however, your credit pool will not go negative.

4. Redeeming Reward Credits

To redeem Reward Credits, you must order product(s) from LifeVantage through either a Subscription order or a one-time order with a minimum Cart Value of AU\$75. You may redeem one AU\$7 Reward Credit for every whole AU\$75 increment in Cart Value. Reward Credits can only be redeemed in whole AU\$7 increments, may not be fractioned or split and will be applied last in the sequence of discounts. To illustrate how this works, if your Cart Value is AU\$75 or greater but less than AU\$150, you may apply one AU\$7 Reward Credit to that order; if your Cart Value is AU\$150 or greater but less than AU\$300, you may apply two AU\$7 Reward Credits or AU\$14 in Reward Credits to that order and so on. The Cart Value means the value after any applicable discounts are applied and excludes shipping and handling fees, but includes applicable value-added, goods and services or consumption taxes ("**Cart Value**").

For one-time orders, you will be able to choose whether to apply Reward Credits to your order. For Subscription orders, you will be able to choose whether to apply Reward Credits when your Subscription processes. In the event you choose to apply Reward Credits to your order the maximum Reward Credits available and applicable in increments of AU\$7 will be applied.

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

We reserve the right to verify and adjust Reward Credits at any time prior to or following posting or redemption. Reward Credits are the property of LifeVantage. Reward Credits are a revocable licensed right and you have no monetary interest in the Reward Credits.

5. Exclusive Offers

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

6. Expiry of Reward Credits; Cancellation and Reactivation of Account

Reward Credits Expiry

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

If You Cancel your Subscriptions

If you wish to cancel participation in the Program, you may do so by canceling all your Subscriptions either online or by calling Customer Service at 1-800-218-751. Immediately after cancellation of all your Subscriptions, the expiration date of your Reward Credits will change to the last day of the month following the month of cancellation or their current expiration date, whichever is less. For the avoidance of doubt, if you cancel your Subscriptions and do not set up a new Subscription by the last day of the month following the month of cancellation, your Reward Credits, if any, will expire and will not be restored.



If you become a LifeVantage Consultant

If you upgrade from a Customer with an active Subscription to an independent contractor offering our products (a “**LifeVantage Consultant**”) you will no longer be eligible to participate in the Program, provided, however, any Reward Credits accrued prior to your upgrade to a LifeVantage Consultant will be available for use until their expiry date set forth in this Section 6.

If we Cancel the Program

If we cancel the Program upon notice as set forth in Section 18, any Reward Credits accrued prior to our cancellation of the Program will be available for use until their expiry date set forth in this Section 6.

7. Communications

We may email you regarding any matter related to the Program or send you marketing emails regarding LifeVantage offers and products. You may opt out of marketing email materials by simply following the unsubscribe link provided in each marketing email.

To the extent allowed by applicable law, LifeVantage is not responsible for any lost, stolen, expired, damaged, or otherwise misdirected communications or Reward Credits due to change of address, email address or for any other reason. You are solely responsible for updating any changes to your contact and Account information. LifeVantage is not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause.

8. Program Activity; Customer Service

You can view your Reward Credits balance through your Account on the Website. In the event you believe that a Subscription order should have resulted in the earning of Reward Credits to your balance, and those Reward Credits are not reflected in your balance within forty-eight (48) hours of your paid Subscription order, please contact Customer Service at 1-800-218-751. LifeVantage reserves the right to make the final decision on whether any Subscription order qualifies for Reward Credits and the amount of Reward Credits earned.

9. Waivers

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

10. Privacy; Terms of Use

All information provided by you will be handled in accordance with the Customer Agreement and the LifeVantage Privacy Policy and Website Use Agreement found here [<https://www.lifevantage.com/legal/au-en/privacy-policy-and-website-use-agreement>] (the “**Policy & Agreement**”) By Participating in the Program through the Website you are also agreeing to the terms of the Policy & Agreement. In the event the Policy & Agreement conflict with these Program Terms, these Program Terms will prevail.



11. Intellectual Property

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

12. Taxes

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

13. Informal Resolution of Disputes

Except for any alleged or actual infringement of LifeVantage's intellectual property rights, if any controversy, allegation, dispute or claim arises out of or relates to the Program, including, without limitation, any advertising or marketing communications regarding LifeVantage or the Program, any purchase you make using your Account, Program benefits or restrictions, or any other controversy, allegation, dispute or claim against LifeVantage regarding any interaction or transaction between you and LifeVantage, whether heretofore or hereafter arising (collectively, "**Dispute**"), then you and we agree to engage in good-faith informal efforts to resolve the Dispute by sending written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 14. Your notice to us must be sent via email to: legal@lifestage.com. The written description included in your notice must be on an individual basis and provide at least the following information: your name; the nature or basis of the claim or dispute; the date of any purchase or transaction at issue (if any and if available), and the relief sought.

For a period of twenty-one (21) days from the date of receipt of notice from the other party, LifeVantage and you agree to negotiate in good faith about the dispute through an informal telephonic dispute resolution conference between you and LifeVantage in order to attempt to resolve the Dispute, though nothing will require either you or LifeVantage to resolve the Dispute on terms with respect to which you and LifeVantage, in each of our sole discretion, are not comfortable.

The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence legal proceedings. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding.

14. Severability

If a court of competent jurisdiction or any government agency determines that any provision of these Program Terms is void or unenforceable, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of these Terms. However, all other provisions will remain in full force and effect. An exception to this general provision is provided in Section 18.

15. Governing Law

These Program Terms will be governed in accordance with the laws of New South Wales and the courts of New South Wales shall have exclusive jurisdiction.



16. Fraud

Fraud or abuse relating to the enrollment process, the providing of personal information, or the earning or redemption of Reward Credits is a violation of these Program Terms.

You are solely responsible for any fraudulent use that may occur due to the theft of or sharing of your Account password or your device. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. LifeVantage reserves the right to take any of the actions set forth in Section 2 if you engage in fraudulent activity or otherwise use this Program other than in accordance with these Program Terms and applicable law.

ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL OR ENTITY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF THESE PROGRAM TERMS. LIFEVANTAGE RESERVES THE RIGHT TO INVESTIGATE ANY SUSPICIOUS ACTIVITY AND TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND THESE PROGRAM TERMS.

17. Indemnity

In exchange for the right to participate in the Program, you agree to indemnify, defend (at our option) and hold us harmless from and against any and all damages, losses, liabilities, claims, costs, investigations, judgments, fines, penalties, settlements, interest, expenses or demands, including, but not limited to, personal injury, death, or damage to or loss of property, that directly or indirectly arise from or are related to: (i) your negligence, gross negligence or intentional misconduct or (ii) your breach of these Program Terms (as updated from time to time) (all of the foregoing, “**Claims and Losses**”). You will cooperate as fully required by us in the defense of any Claim and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of the Chief Legal Officer of LifeVantage.

18. Changes to Program and Program Terms

These Program Terms, as may be amended by us from time to time pursuant to this Section 18, in the form posted at the time of your use of the Program, shall govern such use (including transactions entered during such use). **AS OUR PROGRAM EVOLVES, LIFEVANTAGE MAY, AT ANY TIME AND FROM TIME TO TIME, UPDATE, CHANGE, AMEND AND/OR MODIFY ANY AND ALL ASPECTS OF THE PROGRAM, REWARD CREDITS AND THESE PROGRAM TERMS OR OTHERWISE CHANGE THE PROGRAM, INCLUDING WITHOUT LIMITATION TERMINATE THE PROGRAM (COLLECTIVELY REFERRED TO AS A “CHANGE”), UPON REASONABLE NOTICE AND WITHOUT COMPENSATION TO YOU.**

Any Change (as defined above) will be effective thirty (30) days after LifeVantage posts such Change on the Website at <https://www.lifevantage.com/au-en/rewards-circle>.

Your continued membership in the Program constitutes your acceptance to such Change. Therefore, you should review the posted Program Terms each time you participate in the Program. The revised Program Terms will be effective as of the Effective Date specified in Section 1.

In the event any notice to you of a Change is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement to Program Terms occurs. You should frequently check the Website and the e-mail you associated with your Account for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new or revised Program Terms by discontinuing use of the Program.



19. NO WARRANTIES

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

THIS SECTION 19 SURVIVES TERMINATION OF THE PROGRAM.

20. LIMITATION OF LIABILITY

REWARD CREDITS HAVE NO CASH VALUE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY TO YOU WHETHER IN CONTRACT, INDEMNITY, WARRANTY, TORT OR OTHERWISE SHALL NOT EXCEED THE VALUE OF YOUR UNEXPIRED REWARD CREDITS AT THE TIME OF THE INSTANCE GIVING RISE TO SUCH LIABILITY.

