

## Orders, Returns, Refunds, and Shipping Policies

- A. An individual or Business Entity may purchase product as a Retail Customer, a Preferred Customer through the PAR program or as an IBO. An IBO may also elect to purchase through the PAR program as described below.
- B. All purchases of product inventory, sales aids or other services are optional. IBOs have no specific inventory requirements. An IBO must use his/her own judgment in determining inventory needs based upon reasonably projected retail sales and personal use. There is no minimum order.
- C. The Company strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products or services only or primarily to qualify for or earn compensation, win a contest or to achieve a rank.
1. At the time of each order, an IBO must have sold or consumed at least 70% of previous inventory purchased from the Company before re-ordering.
  2. As part of its commercial policies, the Company reserves the right to verify IBO resale of product inventory and inspect documentation of retail sales.
  3. Any order of ten thousand (10,000) PV or more must be pre-approved by the Company.
- D. Orders may be placed through the main Company website or through a replicated website, by telephone, mail, fax, or delivered to the Company's corporate office for processing. Orders may not be placed through an individual's IBO website or other Internet site. Contact information can be found on the Company website.
1. Payment must be in the exact amount of the order and may be made (depending on availability within the specific country) by cashier's check, money order, credit card, cash or direct debit.
  2. An IBO shall not use another Individual's credit card without the card owner's specific, prior, written approval. Should an IBO knowingly use a card owner's card without prior written approval, the IBO's account may be suspended to prevent further fraudulent activities and the offending IBO may be subject to termination. The offending IBO will be held responsible for the payment of any fees associated with an investigation, including fees charged back by the card's issuing bank.
  3. All orders must be accompanied by proper payment including all applicable shipping and handling fees and sales tax. Orders are not shipped until they are paid in full. Shipping and handling costs are calculated according to delivery location.
- E. All orders must be received by 11:59 PM Central Time on Monday in order to qualify for the current week's activities.
- F. Where Will Call service is available, an IBO may pick up the order at the Will Call location. If the IBO has not picked up his/her order within ninety (90) days, the order is considered abandoned and becomes the property of PURE.
- G. IBOs or Customers placing product orders shall verify that the order is completed accurately and that the shipping address on the order is correct.
- H. The IBOs or Customers receiving the product shipments should review the products contained within the package for accuracy and against the packing slip. Back-ordered items will be mailed separately, at no additional cost as soon as those items are available. Inaccurate, incomplete shipments, or shipments containing damaged product should be reported to the Company within fifteen (15) days of receipt of the shipment. Reports may be made in writing, by email, or by fax, or by telephone and must be followed, by submission of appropriate written documentation supporting the shipping errors or reports of damaged product. Failure to report this information within fifteen (15) days may result in forfeiture of missing or damaged items.
- I. False Buying and Stacking are violations of the Policies and Procedures and are strictly and absolutely prohibited. Such actions are material breaches of the IBO agreement. Reports of False Buying or Stacking will be investigated by the Company's Compliance Committee and Disciplinary Action will be taken as warranted. Disciplinary actions are taken at the sole discretion of the Company's Compliance Committee. Disciplinary Actions may include but are not limited to: the termination of the controlling IBO account; fines to cover losses incurred by the Company, including internal investigative costs and the costs of external consultants engaged to research the case; the retraction of or refusal to recognize current IBO rank; the retraction of or refusal to pay or deliver any awards, PAR points,

refusal to pay any commissions, bonuses, rewards or awards in whole or in part until the effects of the False Buying or Stacking are remedied, as determined by the Compliance Committee.

J. False Buying includes, but is not limited to;

1. The Sponsorship of individuals or entities without the knowledge of and/or execution of an IBO Application and Agreement by such individuals or entities.
2. The fraudulent Sponsorship of an individual or entity.
3. The Sponsorship or attempted Sponsorship of non-existent individuals or entities as an IBO (phantoms).
4. The use of a credit card by or on behalf of an IBO when the IBO or customer is not the account holder of such credit card.
5. The exercising of a controlling interest in an IBO account other than your own for the purpose of achieving a Rank or being awarded an award within the Compensation Plan of PURE.
6. Stacking includes:
  - a. The failure to transmit to PURE, or the holding of an IBO Application and Agreement in excess of two (2) business days after it is completed and signed by an applicant.
  - b. The placement or manipulation of IBO Applications and Agreements for the purpose of maximizing commissions, bonuses, or rewards pursuant to PURE's Compensation Plan.
  - c. Providing financial assistance to new IBOs for the purpose of maximizing commissions, bonuses or rewards pursuant to PURE's Compensation Plan.
  - d. Buying products or drop-shipping through another IBO account to increase the payout of your IB or that of a member of your Downline.
  - e. The return of any qualifying product after Rank, Reward or contest prize is determined and paid or delivered. If items are returned after a rank, reward or contest prize is achieved and paid or delivered, the Company reserves the right to retract and claw back any and all promotions, payouts, and/or perks received as a result of the original order.

IBOs or Preferred Customers may establish an Automatic order and delivery of products every twenty eight (28) days by enrolling in the optional PURE Autoship Rewards (PAR) Program. Participants in this program select the products and quantities to be automatically shipped to the Participant each month. Participants may cancel participation at any time as described below.

1. IBOs may enroll in the PAR Program by selecting the appropriate option at the time of enrollment on the online enrollment form, selecting the appropriate option in the Virtual Back Office after enrollment, or by contacting IBO Services.
  2. Customers may enroll in the PAR Program and become Preferred Customers by selecting the appropriate option in the Virtual Back Office or by contacting IBO Services.
- B. IBOs may not enroll in the PAR Program solely for the purpose of manipulating the PAR Program to obtain a discounted annual fee or product discount and then subsequently cancel the PAR enrollment shortly thereafter. The Company may in its sole discretion construe enrollment periods of one month or less as evidence of manipulation of the PAR system and the IBO will be held responsible for product returns as allowed by law.
- C. A Sponsoring IBO may not enroll an applicant IBO or Preferred Customer in the PAR Program without such applicant's consent. This may be considered fraudulent use of an applicant's credit card information. At the Company's sole discretion, the Sponsoring IBO will be held responsible for paying all costs associated with the return of product ordered under an unauthorized PAR enrollment, including charge-back fees levied by the issuing bank, and any other costs associated with this fraudulent use. Sponsors are also prohibited from using their own credit cards to enroll applicants in the PAR Program without such applicants' consent. Sponsoring IBOs who violate this policy may be subject to applicable Disciplinary Proceedings.
- D. Sponsoring IBOs are responsible for explaining all aspects of the PAR Program to IBOs and Preferred Customers in their Downline. This includes explaining that while orders will be discounted, orders will be shipped every twenty eight (28) days and that IBOs or Preferred Customers are responsible for the return shipping and handling costs as allowed by law.

E. PAR points are accrued through consecutive purchases within the PAR Program, where applicable, and can be used toward the purchase of select products. Each PAR point is the equivalent of one (1) retail dollar. Products purchased using PAR points are non-commissionable and do not satisfy Volume requirements. Points are accrued on each PAR order processed every twenty eight (28) days and can only be accrued until a maximum of seventy-five (75) points is reached within a single month. No returns are allowed on products purchased with PAR points. Accrued PAR points are forfeited once there have been two (2) consecutive months on the account without a PAR order being processed.

F. PAR points are to be applied only for the purchase of select products and cannot be used to cover shipping and handling costs. It is the sole responsibility of the IBO and Preferred Customer to pay any applicable shipping and handling costs.

G. Payment will be verified prior to processing Autoship orders. In the event authorization is declined, the Company may attempt to contact the IBO or Preferred Customer to obtain authorization. If authorization is not obtained by 11:59 PM Central Time on Monday, the order will be considered "unprocessed" and will not be included in Reward computation and processing. The Company will not be held responsible for resulting volume shortfalls or missed qualifications.

H. Autoship purchases marked for Will Call cannot be picked up prior to the scheduled Autoship date. All PAR purchases not picked up within ninety (90) business days are considered abandoned and become the property of the Company.

I. An IBO or Preferred Customer may change or cancel his/her Autoship order, update shipping information or payment method, or cancel participation in the PAR Program altogether at any time by submitting a request by telephone or written request. Written authorization may be required from other persons with interests within the IBO or Preferred Customer account if the account is a joint account or Business Entity account. To process the change prior to the next scheduled Autoship date, the change request (and any required information or written authorizations) must be received five (5) days prior to the next scheduled processing date.

J. Upon cancellation of an IBO or Preferred Customer PAR profile, the most recent shipment may be returned in accordance with the Return Policy and applicable state laws. Simply returning product or refusing shipment is insufficient to cancel or revise a PAR profile. The IBO or Preferred Customer must contact the Company to request to cancel or revise the PAR profile and submit written authorizations as necessary. Cancellations may not be requested solely for the purpose of manipulating the PAR discount system as described in Paragraph B above.

K. When returning product from Autoship orders, Preferred Customers and IBOs are responsible for shipping and handling costs for orders not cancelled prior to the Autoship date. If Preferred Customers or IBOs refuse delivery of products, the costs associated with returning products to the Company will be deducted from refunds or credits offered to such Preferred Customers or IBOs.

Upon enrolling in the PAR Program, the IBO or Preferred Customer authorizes the Company to automatically debit his/her credit card or process a bank transfer every twenty-eight (28) days, as indicated in the Agreement, for the amount of the order. These recurring charges may be changed or cancelled at any time as described above. IBOs or Preferred Customers may not use a credit card belonging to another individual for automatic withdrawal without a written, notarized authorization by the owner of the account or credit card. It is the responsibility of IBOs or Preferred Customers to maintain adequate funds in the account used for PAR orders. Any fees assessed by the associated financial institutions as a result of insufficient funds (i.e. overdraft fees) are the sole responsibility of the IBO or Preferred Customer associated with the account. All individuals listed on the IBO Application and Agreement and/or Business Entity Form will be held jointly and severally liable for any outstanding amounts on the account.

The following general provisions apply for an IBO's return of product and sales tools. Where any state may require a different return policy, that state's return policy will apply. Return of product and sales tools for IBOs cancelling his or her business relationship with the Company is addressed in Paragraph B of this Section, entitled "Buy-Back Provisions".

a. The initial product purchase (Initial Order) of unopened product may be returned within thirty (30) days of receipt for a full refund credited to the original form of payment (less shipping and handling). Opened product may be returned within thirty (30) days of receipt for full credit (less shipping and handling), posted to the IBO's PURE account to be used toward future product purchases. Before returning any product to the Company, a Customer or IBO must contact the Company customer service department and obtain a Returned Merchandise Authorization (RMA) number, as described below.

b. Sales tools, purchased in an IBO's initial order may be returned to the Company within thirty (30) days of receipt for refund of 90% provided they are in resalable condition. Such condition will be determined by the Company.

## 2. Subsequent Orders

a. All unopened product or sales tools purchased outside the Initial Order may be returned up to ninety (90) days after the date of receipt for a refund of 90% credit (less shipping and handling), posted to the IBO's PURE account to be used toward future product purchases. All returned product must be unopened and in resalable condition. The IBO must follow the return procedures as outlined herein.

b. All shipping and handling costs for the return of product will be borne solely by the IBO. In no event shall the Company refund shipping expenses for delivery of the returned product. Any damage or loss that occurs to returned product during shipping will be the sole responsibility of the IBO. Should the product arrive to the Company damaged (thereby rendering it non-resalable), the Company will reject shipment. It is recommended that a reliable, traceable courier service be used for shipping.

## 3. Return Authorization Procedure

a. In order for an IBO to obtain a refund for returned product, the IBO must do the following:

1. Contact the Company to obtain an RMA number. This number is valid for thirty (30) days and should be clearly written, along with the IBO's return address, on the outside of the package being returned.

2. Provide copies of the original order(s), receipt(s), and proof(s) of purchase.

3. Ship the product, prepaid, to the Company in a protective container or carton.

b. Product returned to the Company without prior authorization will not qualify for a refund and will be returned to the IBO at the IBO's expense.

c. The Company reserves the right to reject repeated returns and/or replacements or to suspend or terminate the account if fraud or misuse of returns is deemed. Should an IBO fraudulently dispute his/her order with the Company, the IBO's account will be suspended and any fees charged by the issuing bank will be charged to the IBO.

## 4. Defective Product

a. Product produced by the Company should not be consumed if the seal is broken or tampered with in any way. Product that is determined to be defective will be promptly replaced without charge. The IBO will not be responsible for shipping charges incurred in the return of defective product. The Company must be contacted within fifteen (15) days of receipt of the damaged product.

## 5. Qualifying Purchases

a. If any product from a qualifying purchase is returned, the balance of the qualifying amount for the week must be repurchased in order to remain qualified with sufficient Volume, meaning if 100 PV is returned by the IBO, a negative 100 PV is placed on their account. In order to be active with 100 PV to take part in the Compensation Plan, an additional 200 PV would need to be purchased to offset the negative PV amount. Large orders of two thousand (2000) PV or more cannot be returned without written permission from the Company in addition to the IBO obtaining an RMA number.

b. Commissions, bonuses or rewards which have previously been paid on returned product will be retracted by deducting the earned amount from any future commission, bonus or reward payments. IBOs are subject to adjustments of commissions, bonuses and rewards paid on product returned by IBOs in their Downline Organization. These provisions survive termination of the Agreement where applicable.

## 6. Product Purchased using PAR Points

a. PAR points will be credited to the IBO or Preferred Customer PAR account for returned products originally

and Customers must adhere to the Return Authorization procedures, time limits, and any other restrictions described in this Return Policy.

b. IBOs or Preferred Customers are responsible for the shipping and handling costs associated with PAR product returns.

#### B. Buy-Back Provisions following Termination of IBO Account

1. An IBO who cancels his or her business relationship with the Company, or has been involuntarily terminated, has the right to return for repurchase on commercially reasonable terms currently marketable inventory, including product, company-produced promotional materials, sales aids and kits in possession of the IBO purchased by the IBO for resale within twelve (12) months of the date of termination. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of currently marketable inventory within twelve (12) months from the IBO's date of purchase at not less than 90% of the IBO's original net cost less appropriate set-offs and legal claims, if any. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's or sales aids' commercially reasonable usable or shelf life period has passed; nor shall products or sales aids be considered "currently marketable" if the Company clearly discloses to the IBO prior to purchase that the products or sales aids are seasonal, discontinued, or special promotions and are not subject to the repurchase obligation.

2. Where any state may require a different buy back policy than the Company's, that states buy back policy will apply. The following only applies to IBOs who are residents of the states listed below and are in addition to the refund policy set forth in the Policies and Procedures.

a. In Georgia: The Company will repurchase all unencumbered products, sales aids, literature, and promotional items which are in a reasonably resalable or reusable condition and which were acquired by the IBO from the Company. The repurchase shall be at a price not less than 90% of the original net cost to the IBO of the goods being returned. For purposes of this paragraph, "original net cost" means the amount actually paid by the IBO for the goods, less any consideration received by the IBO for purchase of the goods that is attributable to the specific goods being returned. Goods shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition at the time the goods are returned to the Company. Goods which are no longer marketed by the Company shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition and are returned to the Company within one year from the date the Company discontinued marketing the goods; provided, however, that goods which are no longer marketed shall be deemed not "resalable or reusable" if the goods are sold to an IBO as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued, or seasonal nature of the goods was clearly disclosed to the IBO seeking to return the goods prior to the purchase of the goods by the IBO.

b. In Maryland: The Company will repurchase products that are in resalable condition at the price actually paid by the IBO for the products being returned within three (3) months of purchase.

c. In Massachusetts and Wyoming: The Company will (i) repurchase all unencumbered products in a resalable condition then in the possession of the IBO at a price of not less than 90% of the original net cost to the IBO returning such goods taking into account any sales made by or through such IBO prior to notification to the Company of the election to cancel, (ii) repay 90% of the original net cost of any services provided to IBO, and (iii) refund 90% of any other consideration the IBO paid to the Company in order to participate in the marketing program.

d. In Puerto Rico: The Company will (i) repurchase all unencumbered products in a resalable condition then in the possession of the IBO at a price of not less than 90% of the original net cost to the IBO returning such goods, (ii) repay 90% of the original net cost of any services provided to the IBO, and (iii) refund 90% of any other consideration the IBO paid to the Company in order to participate in the marketing program.

e. In Louisiana: The Company will repurchase all or part of any product that is in a resalable condition (i) at 90% of the original net cost to the IBO, and (ii) repay 90% of the original net cost of any services provided to the IBO, and (iii) refund 90% of any other consideration the IBO paid to the Company in order to participate in the marketing program.

f. In Montana: IBOs who are residents of Montana who cancel their participation in the Company within fifteen

repurchase, at not less than 90% of the amount paid by the IBO, any currently marketable goods or services sold to the resident within twelve (12) months of the request that have not been resold or consumed by the resident. If disclosed to the Montana IBO at the time of purchase, goods or services are not considered currently marketable if the goods have been consumed or the services rendered or if the goods or services are seasonal, discontinued, or are special promotional items. Sales plan or operation promotional materials, sales aids, and sales kits are subject to this refund provision if they are a required purchase for the Montana IBO or if the IBO has received or may receive a financial benefit from their purchase.

#### C. Return Policy for Preferred and Retail Customers

1. A Retail Customer may return product to the IBO who is then responsible for issuing a refund to the Customer.
2. Retail Customers who order directly from the Company should contact the Company for authorization and return the product following the return procedures as outlined herein.

#### D. Charge-backs

1. In the event of a dispute between the IBO and its retail customer, the Company will investigate the dispute and resolve the issue. Resolution will be final and not subject to appeal. If the Company elects to refund payment to the Retail Customer to resolve the dispute, the IBO's account will be charged. If a customer submits the dispute to his/her credit card's issuing bank, and the resolution is not in favor of the IBO, the IBO is responsible for any fees charged by the issuing bank. The Company reserves the right to reject repetitive returns or replacements.
2. Under no circumstance will any IBO charge back any credit card purchase. Any IBO who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds and may have their account suspended or terminated if an erroneous charge is applied to an IBO's account. Any fees charged by the issuing bank will be charged to the IBO. The IBO should immediately contact the Company to initiate an investigation and resolution. The Company reserves the right to retract and claw back any and all volume associated with a disputed order.

Members may establish an Automatic order and delivery of products every twenty eight (28) days by enrolling in the optional PURE Autoship Rewards (PAR) Program. Participants in this program select the products and quantities to be automatically shipped to the Participant each month. Participants may cancel participation at any time as described below. Members may enroll in the PAR Program by selecting the appropriate option at the time of enrollment on the online enrollment form, selecting the appropriate option in the Member Virtual Back Office after enrollment, or by contacting the Company's Customer Service Department. PAR points are accrued through consecutive purchases within the PAR Program, where applicable, and can be used toward the purchase of select products. Each PAR point is the equivalent of one (1) retail dollar. Points are accrued on each PAR order processed every twenty eight days and can only be accrued until a maximum of seventy-five (75) points is reached within a single month. No returns are allowed on products purchased with PAR points. Accrued PAR points are forfeited once there have been two (2) consecutive months on the account without a PAR order being processed. PAR points are to be applied only for the purchase of select products and cannot be used to cover shipping and handling costs. It is the sole responsibility of the Member to pay any applicable shipping and handling costs. Autoship purchases marked for Will Call cannot be picked up prior to the scheduled Autoship date. All PAR purchases not picked up within ninety (90) business days are considered abandoned and become the property of the Company. A Member may change or cancel his/her Autoship order, update shipping information or payment method, or cancel participation in the PAR Program altogether at any time via the Member Virtual Back Office or by submitting a request by telephone or written request. To process the change prior to the next scheduled Autoship date, the change request (and any required information or written authorizations) must be received five (5) days prior to the next scheduled processing date. Upon cancellation of a Member PAR profile, the most recent shipment may be returned in accordance with the Return Policy and applicable state laws. Simply returning product or refusing shipment is insufficient to cancel or revise a PAR profile. The Member must contact the Company to request to cancel or revise the PAR profile and submit

of products, the costs associated with returning products to the Company will be deducted from refunds or credits offered to such Members. Upon enrolling in the PAR Program, the Member authorizes the Company to automatically debit his/her credit card or process a bank transfer every twenty-eight days, as indicated in the Agreement, for the amount of the order. These recurring charges may be changed or canceled at any time as described above. Members may not use a credit card belonging to another individual for automatic withdrawal without a written, notarized authorization by the owner of the account or credit card. It is the responsibility of Members to maintain adequate funds in the account used for PAR orders. Any fees assessed by the associated financial institutions as a result of insufficient funds (i.e. overdraft fees) are the sole responsibility of the Member associated with the account.

The following general provisions apply for a Member's return of product. Where any state may require a different return policy, that state's return policy will apply. Initial Orders: The initial product purchase (Initial Order) of unopened product may be returned within thirty (30) days of receipt for a full refund credited to the original form of payment (less shipping and handling). Opened product may be returned within thirty (30) days of receipt for full credit (less shipping and handling), posted to the Member's PURE account to be used toward future product purchases. Before returning any product to the Company, a Member must contact the Company's Customer Service Department and obtain a Returned Merchandise Authorization (RMA) number, as described below. Subsequent Orders: All unopened product purchased outside the Initial Order may be returned up to ninety (90) days after the date of receipt for a refund of 90% credit (less shipping and handling), posted to the Member's PURE account to be used toward future product purchases. All returned product must be unopened and in resalable condition. The Member must follow the return procedures as outlined herein. All shipping and handling costs for the return of product will be borne solely by the Member. In no event shall the Company refund shipping expenses for delivery of the returned product. Any damage or loss that occurs to returned product during shipping will be the sole responsibility of the Member. Should the product arrive to the Company damaged (thereby rendering it non-resalable), the Company will reject shipment. It is recommended that a reliable, traceable courier service be used for shipping. Return Authorization Procedure: In order for a Member to obtain a refund for returned product, the Member must contact the Company to obtain an RMA number. This number is valid for thirty (30) days and should be clearly written, along with the Member's return address, on the outside of the package being returned. The Member must also provide copies of the original order(s), receipt(s), and proof(s) of purchase and ship the product, prepaid, to the Company in a protective container or carton. Product returned to the Company without prior authorization will not qualify for a refund and will be returned to the Member at the Member's expense. The Company reserves the right to reject repeated returns and/or replacements or to suspend or terminate the account if fraud or misuse of returns is deemed. Should a Member fraudulently dispute his/her order with the Company, the Member's account will be suspended and any fees charged by the issuing bank will be charged to the Member. Defective Product: Product produced by the Company should not be consumed if the seal is broken or tampered with in any way. Product that is determined to be defective will be promptly replaced without charge. The Member will not be responsible for shipping charges incurred in the return of defective product. The Company must be contacted within ten (10) days of receipt of the damaged product. Product Purchased using PAR Points: PAR points will be credited to the Member PAR account for returned

products originally purchased with PAR points. No other form of credit will be issued for products purchased with PAR points. Members must adhere to the Return Authorization procedures, time limits, and any other restrictions described above. Members are responsible for the shipping and handling costs associated with PAR product returns.