

# U.S. LifeVantage Rewards Circle Program Terms and Conditions

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**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 PROGRAM.**

**THESE TERMS REQUIRE YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH US AND YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN COURT, TO HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY, OR TO BRING ANY CLAIMS AGAINST US IN A CLASS ACTION FORMAT.**

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. The effective date of these Program Terms is June 1, 2023 (“**Effective Date**”). For the most up-to-date Program Terms, please visit <https://www.lifevantage.com/us-en/rewards-circle>.

## **1. Definitions; General Information; Changes.**

This Program is provided by LifeVantage Corporation (“**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 Rewards Components and Reward Credit redemptions, and any other benefits associated with the Program. “**Anniversary Reward**” means the anniversary gift you earn as detailed in Section 3. “**Rewards Components**” collectively means Reward Credits and Anniversary Reward.

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 Rewards Components, Reward redemption, all other Program benefits and all disputes between you and LifeVantage. Other restrictions may apply. The Program allows you to earn Reward Components by meeting the requirements described in Section 3 below. This Program is intended for personal use only and commercial use is prohibited. You are limited to one Account. Your Account and membership are personal to you. You may not transfer to others your Account or membership in the Program, or any benefit of any kind. Moreover, Rewards Components 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, Rewards Components 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.

LifeVantage may, at any time, change any and all aspects of the Program, Rewards Components, and these Program Terms or otherwise end the Program without further notice or compensation to you, and you waive any right to receive specific individual notice of such modifications. Any updates to these Program Terms will be effective immediately upon posting at <https://www.lifevantage.com/us-en/rewards-circle> and your continued membership in the Program constitutes your acceptance to such modifications.



## 2. Eligibility; Participation

Membership in the Program is open to legal residents of the fifty (50) United States (including the territories of Puerto Rico and the U.S. Virgin Islands) or the District of Columbia who are the age of majority in their jurisdiction of residence. The Program is available through the LifeVantage website <https://www.lifevantage.com/us-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/us-en/customer-agreement> (the “Customer Agreement”) and (2) setting up an active subscription order template with LifeVantage for LifeVantage products (a “Subscription”).

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 (of any kind and under any legal theory) to you or any third party arising from your inability, or failure for any reason, to comply with any of the foregoing obligations.

Your Account is nontransferable and subject to present and future Program Terms. 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 Rewards Components and the right to terminate your Account. Without limiting the foregoing, LifeVantage will revoke Participation in the Program (including all benefits) for evidence of fraud, abuse of privileges, violation of these Program Terms, transfer of Program benefits or Rewards Components, or the holding of multiple Accounts by an individual. Participation in the Program becomes effective, and acceptance of these Program Terms begins upon your Subscription.

## 3. Earning Rewards Components and Rewards Circle Status

### Reward Credits

You will earn US \$10 in Reward Credits for every increment of US \$200 in paid Subscription orders up to a subscription spend of \$999.99 (“Rewards Circle Member” or “Member”).

You will earn US \$20 in Reward Credits for every increment of US \$200 in paid Subscription orders upon and after achieving a subscription spend of US \$1,000 (“Rewards Circle Insider” or “Insider”).

Subscription spend tracking starts once you place a Subscription order. Except as otherwise set forth herein, there is no expiration or qualifying time-period related to subscription spend. Subscription orders are additive meaning they keep accumulating over weeks, months and years or every time a Subscription ships. Subscription spend is based on the Order Value of the Subscription order. The Order Value means the value after any applicable discounts or Reward Credits are applied and excludes shipping and handling fees, and applicable taxes.

If you upgrade from a Customer with an active Subscription to an independent contractor LifeVantage Consultant your accumulation of subscription spend will immediately stop and will reset to US \$0 and you will no longer be eligible to participate in the Program.

Reward Credits may only be earned on 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. Reward Credits will



not be awarded for Subscription orders made prior to the Effective Date, provided, however all Customers with active Subscriptions on the day immediately prior to the Effective Date will be granted Insider status. 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 endeavor to see that Reward Credits earned will be reflected in your Account at such time your Subscription order has been paid for.

Reward Credits earned on fully returned 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. Subscription spend accrued on fully returned Subscription orders will be adjusted accordingly, which adjustment could result in you moving from Insider back to Member status. Should such adjustment of subscription spend accrued move you from an Insider back to a Member, then such change will take effect immediately following such change.

### **Anniversary Reward**

Each year on the anniversary of your Account creation date and provided you are eligible for Participation in the Program, upon placing a Subscription order with a minimum Order Value of US \$100 during such anniversary month a gift of a full-size product as selected by LifeVantage at its sole discretion will be included in that month's Subscription order.

### **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 US \$100. You may redeem one US\$10 Reward Credit for every whole US\$100 increment in Cart Value. Reward Credits can only be redeemed in whole US\$10 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 US\$100 or greater but less than US\$200, you may apply one US\$10 Reward Credit to that order; if your Cart Value is US\$200 or greater but less than US\$300, you may apply two US\$10 Reward Credits or US\$20 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, and applicable taxes.

For one-time orders, you will be able to choose whether or not to apply Reward Credits to your order. For Subscription orders, you will be able to choose whether or not to apply Reward Credits when your Subscription processes. In the event you choose to apply Reward Credits to your order the maximum Rewards Credit available and applicable in increments of US \$10 will be applied.

Except as is otherwise set forth in Section 6 below, 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.

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. However, the Order Value of the product received when redeeming Reward Credit will count toward any qualifying purchase requirements, including subscription spend total.

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

### **5. Exclusive Offers**

From time-to-time LifeVantage at its sole discretion may provide Members and/or Insiders 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. Cancellation and Reactivation of Account

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 (866) 460-7421. 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. Upon the last day of the month following the month of cancellation your subscription spend will reset to US \$0. However, if you set up a new Subscription prior to the last day of the month following the month of cancellation your subscription spend will not reset. For the avoidance of doubt, if you cancel your Subscriptions and do not set up a new Subscription by the last date of the month following the month of cancellation, your Reward Credits, if any, will expire, your subscription spend will reset to US \$0 and neither will be restored.

In the event you create a new Subscription within the time period specified in the foregoing paragraph, you understand that you are again accepting and agreeing to these Program Terms.

## 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.

LifeVantage is not responsible for any lost, stolen, expired, damaged, or otherwise misdirected communications or Rewards Components due to change of address, email address or for any other reason. Rewards Components will not be reissued. 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 Rewards Components, including 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 (866) 460-7421. 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/us-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 that the Policy & Agreement conflict with these Program Terms, these Program Terms will control.

## 11. Intellectual Property

All title and intellectual property rights in and to any content that is accessed, viewed, streamed, or downloaded from 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. Content may not be used in a manner that exceeds the specific rights granted and individuals 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 applicable federal, state, or local income, sales, use, or other taxes arising out of the accrual or use of Rewards Components. Consult your tax advisor concerning any tax consequences that may arise from your Participation in the Program.

## 13. Limited Time to File Claims

If you want to assert a dispute against LifeVantage, then you must commence it within two (2) years from the date of the activity that first gave rise to the dispute, or it will be forever barred. **“Commencing”** means filing for arbitration with JAMS as set forth in the Written Agreement to Arbitrate.

## 14. Informal Resolution of Disputes

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”**), or to any of LifeVantage’s actual or alleged intellectual property rights (an **“Excluded Dispute”**, which includes those actions set forth in Section 17, then you and we agree to engage in good-faith informal efforts to resolve the Dispute by sending a written notice to the other providing a reasonable description of the Dispute or Excluded 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@lifevantage.com](mailto:legal@lifevantage.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 sixty (60) 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 or Excluded Dispute, though nothing will require either you or LifeVantage to resolve the Dispute or Excluded 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 individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. 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. The parties agree that any relevant limitations period and filing fee or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

## 15. All Disputes are Subject to Binding Arbitration

**ANY DISPUTE THAT CANNOT FIRST BE RESOLVED THROUGH THE INFORMAL DISPUTE RESOLUTION CONFERENCE DESCRIBED IN SECTION 14 MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS.** This includes all Disputes as defined in Section 14, whether based in contract, statute, regulation, ordinance, tort, common law, constitutional provision, agency or any other legal or equitable theory, whether arising before or after the effective date of these Program Terms. Notwithstanding the foregoing, Disputes that fall within the scope of the small claims court’s limited jurisdiction may be submitted to such court. An Excluded Dispute will only be subject to binding arbitration pursuant to this Section 15 if the parties mutually agree.

Following the sixty-day (60) period described in Section 14, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the applicable arbitration rules. Arbitration shall proceed through the Judicial Arbitration and Mediation Services Inc. (**“JAMS”**) using JAMS’ Streamlined Arbitration Rules and



Procedures, which are available at <https://www.jamsadr.com/rules-streamlined-arbitration> (the “JAMS Rules”). If there is a conflict between the JAMS Rules and the rules set forth in these Program Terms, the rules set forth in these Program Terms will govern. For more information concerning JAMS’ procedures, see <https://www.jamsadr.com> or 1-800-352-5267.

Unless otherwise agreed by the parties, the arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within twenty-one (21) days of receiving the JAMS list of eligible neutrals, then the JAMS will appoint the arbitrator in accordance with the JAMS Rules. The arbitration may be conducted by telephone or based on written submissions, and if an in-person hearing is required, then it will be conducted in the county where you live or at another mutually agreed upon location. You and we will pay the administrative and arbitrator’s fees and other costs (and please note that you will be responsible for a portion or percentage of such fees) in accordance with the requirements of the JAMS Rules; but if the JAMS Rules (or other applicable laws) require LifeVantage to pay a greater portion or all of such fees and costs in order for Sections 14 through 17 of these Program Terms to be enforceable, then LifeVantage shall have the right to elect to pay the fees and costs and proceed to arbitration. Except as set forth in Section 17, the arbitration will be conducted by a single arbitrator who will apply and be bound by these Program Terms and will determine any Dispute according to applicable law and facts based upon the record and no other basis and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. The arbitrator will render an award within the time frame specified in the JAMS Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, JAMS Rules, and these Program Terms. In no event will a claim for public injunctive relief be arbitrated. Attorneys’ fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), LifeVantage will have the right to recover its attorneys’ fees and expenses.

For U.S. residents, the Federal Arbitration Act (“FAA”), not state law, shall govern the arbitrability of all Disputes between LifeVantage, including this Section and the “Class Action Waiver” Section below. **BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY.** LifeVantage and you agree, however, that Utah law shall apply to and govern all Disputes between you and LifeVantage, without regard to any jurisdiction’s choice of law principles. If you reside in the U.S. (and as applicable to U.S. residents), this Section, Section 16, and Section 17 are deemed to be a “Written Agreement to Arbitrate” pursuant to the Federal Arbitration Act. You and LifeVantage agree that we intend Sections 15 through 17 of these Program Terms to satisfy the “writing” requirement of the FAA. This Section 15 survives the termination of the Program.

## 16. Class Action Waiver

**YOU AND LIFEVANTAGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION.** Except as expressly contemplated in Section 17 below, to the fullest extent permitted by applicable law, Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. The arbitrator does not have the power to vary these class action waiver provisions.

If, for any reason, this restriction is deemed unconscionable or unenforceable, then our agreement to arbitrate (set forth in Sections 14 through 17) will not apply and the Dispute must be brought exclusively in a state or federal court in Utah. Accordingly, you and LifeVantage consent to the exclusive personal jurisdiction and venue of such courts for such matters. If any portion of Sections 14 through 17 other than the class action waiver and prohibition against class arbitration are deemed invalid or unenforceable, all other portions of the Program Terms shall continue to govern. This Section survives the termination of the Program.



## 17. Procedures for Mass Arbitration

If thirty (30) or more similar claims are asserted against LifeVantage by the same or coordinated counsel or are otherwise coordinated, you understand and agree that the resolution of your Dispute might be delayed. You also agree to the following coordinated bellwether process and application of the JAMS Rules. Counsel for the claimants and counsel for LifeVantage shall each select five (5) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process; the parties may but are not required to agree in writing to modify the number of cases to be included in the bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any JAMS fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings pursuant to this provision. In the bellwether process, a single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator during the bellwether process unless the parties agree otherwise. After decisions have been rendered in the first ten (10) cases, LifeVantage and all claimants shall engage in a global mediation to attempt to resolve the remaining cases with the benefit of the decisions in the bellwether cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. After decisions have been rendered in the second group of twenty (20) cases, LifeVantage and all claimants shall engage in a second global mediation to attempt to resolve the remaining cases with the benefit of the decisions in the decided bellwether cases. If a global settlement cannot be reached in the second mediation, the parties may discuss with the mediator the process for resolving the remaining cases with the benefit of the decisions in the first two (2) rounds of bellwether cases. The parties are not required to agree to any modifications to the process set forth herein. Absent a settlement or agreement to modify the procedure for arbitrating the remaining cases, in order to increase the efficiency of administration and resolution of arbitrations, the arbitration provider shall: (i) administer the arbitration demands in batches of fifty (50) demands per batch (to the extent there are fewer than fifty (50) arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (ii) designate one (1) arbitrator for each batch; and (iii) provide for a single filing fee due per side per batch. You agree to cooperate in good faith with LifeVantage and the arbitration provider to implement such a “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of single filing and administrative fees for batches of claims.

This Section shall in no way be interpreted as authorizing class arbitration of any kind. LifeVantage does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except in the limited circumstances set forth in this Section. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to this Section from the time of the first cases are selected for a bellwether process until the time your case is selected to proceed, withdrawn, or otherwise resolved. A court shall have authority to enforce this Section and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against LifeVantage. This Section survives the termination of the Program.

## 18. Notice of Financial Incentives

Under California law, certain aspects of the Program, which provide benefits to you, may be considered a financial incentive program. We collect personal information from you in connection with the Program, e.g., contact information (name, email address, residential address, phone number) and commercial information (like purchase history) for a number of reasons, including to administer the Program, contact you with regard to your Account (if any), to provide Rewards Components to you, to better serve you, and to fulfill your requests associated with the Program. To opt into the Program, you will need to provide certain information, register for an Account, agree to these Program Terms and otherwise follow the instructions associated with the Program as further set forth herein. Participation in the Program is voluntary, and you can withdraw at any time. To the extent that we provide Rewards Components that may be considered a financial incentive because the Program is directly or reasonably related to the collection, deletion or retention of personal information, the value is reasonably related to the overall value we receive from the personal information Participants provide specific to the Program minus the costs and expenses we incur in providing the Program.



## 19. 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 16.

## 20. Governing Law

These Program Terms will be governed in accordance with the laws of the State of Utah, without reference to its conflicts of laws principles.

## 21. Fraud

Fraud or abuse relating to the Enrollment Process, the providing of personal information, or the earning or redemption of Rewards Components 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. The Program is a service provided to an individual Participant, not a company or other entity, and a company or other entity may not direct, encourage or allow individuals to participate in the Program for anything other than individual use. 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.**

## 22. Waiver of Injunctive or Other Equitable Relief

**IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITES, APPLICATION, CONTENT, THE PROGRAM, LIFEVANTAGE CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US.**

## 23. 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 use of the Program and your activities in connection with the Program; (ii) your breach or anticipatory breach of these Program Terms (as updated from time to time); (iii) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Program or your activities in connection with the Website or the Program; (iv) any misrepresentation made by you; and (v) our use of the information that you submit to us (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.



## 24. Updates to Program Terms

These Program Terms, 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, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE PROGRAM MAY BE MODIFIED AND WE MAY CEASE OFFERING THE PROGRAM UNDER THE TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO YOUR ACCOUNT OR OTHERWISE USE THE PROGRAM YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE PROGRAM TERMS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER PROGRAM TERMS BY POSTING THEM ON THE WEBSITE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT, INCLUDING, BUT NOT LIMITED TO EMAIL), AND THAT YOUR USE OF THE PROGRAM AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE REVISED PROGRAM TERMS.** 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 time that we post them, or such later date as may be specified in them or in other notice to you. However, except with respect to the provisions set forth in Sections 14, 15, 16, and 17, the Program Terms that applied when you previously used the Program will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional Program Terms 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.

## 25. DISCLAIMER OF 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 DISCLAIM AND 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.**

**EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, THE PROGRAM PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.**

**SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTIONS’ LAWS ARE APPLICABLE.**

**THIS SECTION 24 SURVIVES TERMINATION OF THE PROGRAM.**



## 26. LIMITATION OF LIABILITY

REWARD COMPONENTS HAVE NO CASH VALUE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE WILL NOT HAVE ANY LIABILITY (WHETHER IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF YOU OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY LOSS OF REVENUE, DATA OR PROFITS ARISING UNDER OR WITH RESPECT TO THESE PROGRAM TERMS OR THE PROGRAM. FURTHER, OUR AGGREGATE LIABILITY ARISING UNDER OR WITH RESPECT TO THESE PROGRAM TERMS OR THE PROGRAM WILL IN NO EVENT EXCEED THE VALUE OF YOUR UNEXPIRED REWARD CREDITS AT THE TIME OF THE INSTANCE GIVING RISE TO SUCH LIABILITY.

