

# IT WORKS! LOYAL CUSTOMER AGREEMENT TERMS & CONDITIONS UNITED KINGDOM

It Works! Marketing International Unlimited Company, 45-46 James Place East, Dublin 2, Ireland shall be referred to as "It Works!" or "the Company" throughout this Agreement.

# LOYAL CUSTOMER ("CUSTOMER") ORDER:

- 1. The Customer order will be concluded between you as the Customer on one hand and It Works! on the other, in the event that you place your order via this website.
- 2. Loyal Customers can retrieve their Independent Distributor's information by submitting a ticket through eSuite and/or contacting Customer Support (information below).
- 3. Acceptance of the order and the completion of the contract will take place upon complete payment of the products ordered unless It Works! has notified you that we do not accept your order or you have cancelled it.

# **DELIVERY**:

- 1. Delivery charges are specified through the checkout process on the website when an order is placed.
- 2. The ordered products will be sent to the address that the Customer indicated in the order. The risk of loss and damage is carried by the Customer beginning with the delivery of the product to the Customer or their receiving agent (family member, neighbour, etc.).
- 3. It Works! will strive to deliver the ordered products within two (2) weeks from the placement of the order. Except in cases of force majeure, including but not limited to Acts of God, insurrection, blockages and strikes, following the lapse of this period you can cancel your order and receive a refund within thirty (30) days.
- 4. The Distributor is entitled to replace delivery by a similar product if the ordered one is out of stock. In this case the Customer is entitled to reject the replaced goods and the expenses of reshipment will be carried by It Works!
- 5. The delivered products remain in the ownership of the Distributor until the Customer has paid the requested price.

#### PAYMENT:

- 1. Payment is taken from your card once we have checked your card details and stock availability. Goods are subject to availability.
- 2. All product prices and services include VAT. Additional shipping fees will apply. The price you pay is the price displayed on this website at the time we receive your order. Payment can be made by credit card only. Unfortunately, we cannot accept payment sent in the form of cash, bank transfer or cheques. We accept no responsibility for loss of payments sent through the aforementioned means.
- 3. Should your credit card have insufficient credit, we reserve the right to invoice you for the costs incurred in making requests for payment.

# IT WORKS! PRODUCT REFUNDS AND RETURNS POLICY:

1. To receive a refund, all products must be returned within thirty (30) days of the ship date, dependent on local laws, in an un-opened, "new" condition. The Customer is responsible for all return shipping



costs.

- 2. When making a return the Customer must use a traceable method of return. It Works! is not liable for the shipping costs for return products or any return shipments that may be lost in the return shipping process.
- 3. To receive replacement product or a refund on incomplete or defective product, the Customer must report the matter within sixty (60) days from the date of delivery and the incomplete or defective product must be made available for inspection at the Returns Processing Centre.
- 4. Refused orders are defined as orders that are refused upon delivery, marked return to sender, are undeliverable, or that have an insufficient address. A refused order is assigned a £17 refusal fee that is deducted from the refund. Refusal fees are applied to orders to offset return shipping costs and return processing charges. Refused orders could take up to ninety (90) days to reach the Returns Processing Centre.
- 5. In the event that taxes are paid at the border and cannot be recovered, taxes will not be reimbursed.
- 6. Loyal Customers who return product within the first three (3) months of their Loyal Customer agreement will have their auto-shipment cancelled and a £52 Membership Fee will be deducted from the refund for failure to complete their Loyal Customer Agreement.
- 7. Returning an order to It Works! will not automatically cancel the Loyal Customer's autoshipment orders. Autoshipment orders can be cancelled through the Loyal Customer's online account at <a href="https://www.itworkseu.com">www.itworkseu.com</a> by submitting a ticket, or by calling the Customer Support number. All autoshipment changes must be completed at least two (2) business days prior to the next autoshipment process date.
- 8. If only a portion of a stock package (several products grouped under one item name/number) is returned, the full value of the item(s) kept will be deducted from the return and all Bonus Volume (BV) for the item will be deducted.
- 9. Returns can take up to thirty (30) business days from being received at the Returns Processing Centre to be refunded.
- 10. All returns must be accompanied with the original, or a copy of the original, packing slip, if not, a refund cannot be guaranteed.
- 11. To exchange products, Loyal Customers can log into their online account and submit a ticket or call Customer Support within thirty (30) days of delivery to specify which product they would like to return and which products they would like to purchase in exchange. Please place an exchange order prior to returning your items for exchange and refund.
- 12. This procedure does not limit any legal warranty claims of customers.

#### PRODUCTS MUST BE RETURNED TO THIS ADDRESS:

IT WORKS! MARKETING INTERNATIONAL UC
High Standing, Harding Road
Brinklow
Milton Keynes
MK10 ODF
United Kingdom

#### **GUARANTEE:**

By law your products must correspond with their description and any sample by reference to which they were ordered. They must also be of satisfactory quality and be reasonably fit for the purposes for which

such goods are normally used or for which you informed the seller that you wanted them. In addition to these legal rights and to your legal right of cancellation set out overleaf, It Works! offers a no quibble guarantee, applicable to sales in the UK, that if (for any reason) you change your mind about your purchase you may return the goods (at your own expense, in the condition in which you received them and in their original packaging) to It Works!, High Standing, Harding Road, Brinklow, Milton Keynes, MK10 ODF within 30 days of delivery for a complete refund of the price you have paid for them. Any additional guarantee given by the manufacturer, is stated on the product label, on the packaging or on accompanying documentation. Please refer to your statutory rights for more information.

# **JURISDICTION:**

A consumer may bring proceedings against the other party to a contract either in the courts of the Member State in which that party is domiciled or in the courts for the place where the consumer is domiciled.

#### LIMITATION OF LIABILITY:

It Works! products have a different impact mechanism on every user wherefore we do not guarantee specific results nor a money back guarantee. Please carefully follow the instruction manual for each product. It Works! excludes liability for any damage arising from, but not limited to, the improper usage and/or improper storage of the product. This limitation of liability has no aim to limit your statutory rights.

#### COMPLAINT:

Please contact Customer Support at the numbers listed below or by e-mail to <a href="mailto:compliance@itworks.com">compliance@itworks.com</a> to have your questions or complaints handled. As always, we value your feedback and would like for you to express any concerns with us. We will do our best to provide you a complaint response within thirty (30) days.

You may also file a complaint directly with an ADR provider (an out-of-court dispute handling service). It Works! Does not agree to its consumer complaints being handled by ADR providers which can be accessed via the EU Online Disputer Resolution (ODR) platform: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>. Instead, the Direct Selling Association (the DSA) offers an out-of-court dispute handling service which is specific to direct selling companies such as It Works! who are members of the DSA. DSA members agree to abide by the DSA's Codes of Practice. For details of the DSA's Codes of Practice and its out-of-court complaint handling arrangements, contact DSA, Unit 14, Mobbs Miller House, Christchurch Road, Northampton NN1 5LL, tel 01604 625700, email: info@dsa.org.uk or visit the DSA website: <a href="www.dsa.org.uk">www.dsa.org.uk</a>. Complaints can be submitted to the DSA either online (by email) or by post.

It Works! is a member of the Direct Selling Association of the UK and requires its Distributors to comply with the codes of the DSA.

#### LOYAL CUSTOMER PROGRAM:

1. There are two different ways to become a Loyal Customer. (1) You can make a minimum commitment to three (3) consecutive months of autoshipment orders. (2) You can enrol by paying a non-refundable £52 Membership Fee and placing a single order for product.



- 2. The autoshipment order may consist of any It Works! products currently available in your country and may be changed online by using your Customer ID and password or by calling Customer Support at least two (2) business days prior to your next shipment.
- 3. The Customer may order products in addition to their autoshipment order at any time and receive Loyal Customer pricing.
- 4. The Customer may cancel the autoshipment program at any time after the three (3) month commitment has been fulfilled. The Customer is still considered a member of the Loyal Customer Agreement and will receive Loyal Customer pricing on all future orders.
- 5. The autoshipment will continue to run every month until the Loyal Customer contacts It Works! to change or end their autoshipment. To end participation in the Loyal Customer Agreement please cancel online by logging into your account at <a href="https://www.itworkseu.com">www.itworkseu.com</a> or contact Customer Support. All auto-shipment cancellation requests must be completed and sent to It Works! at least two (2) business days prior to the autoshipment process date.
- 6. Loyal Customers who cancel their autoshipment prior to completing the three (3) month consecutive minimum commitment (other than were such cancellation is pursuant to your statutory rights) will be charged a £52 Membership Fee. Payment of this £52 Membership Fee does complete the Loyal Customer Agreement and they will receive Loyal Customer pricing on all future orders.
- 7. If a Loyal Customer wishes to conclude a contract as a Distributor and has completed the Loyal Customer Agreement or the Loyal Customer has paid the £52 Membership Fee, then the Loyal Customer is free to enrol as a Distributor under whomever he or she chooses. If a Loyal Customer wishes to become a Distributor and has NOT completed the Loyal Customer Agreement and they want the Membership Fee to be waived, the Loyal Customer must enrol under the same Distributor their Loyal Customer account is under.
- 8. This contract is ruled by the law of the country where the Customer permanently resides.
- 9. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

#### **CUSTOMER SUPPORT:**

Please log in to your account and submit a ticket for all Customer Support inquiries. You may also call the local or freephone number available to your country/region.

**United Kingdom**: 0800 098 8925

# **IT WORKS! PERKS POINTS PROGRAM:**

- (1) Perk Points will be earned on all Loyal Customer orders while the Customer remains active in the autoship program.
- (2) Perks Points will be earned on the Loyal Customer price of the entire order excluding taxes & shipping. The Points earned will equal 10% of the VAT exclusive, pre-shipping cost of the order. For example, if the cost of the order before taxes & shipping was £100, the Loyal Customer would earn 10 Perks Points.
- (3) Discounted, promotional pricing and 0 BV products will not earn Perks Points.
- (4) After six (6) consecutive months of receiving an autoshipment order, the Loyal Customer will



- receive an additional 50 Perks Points. After twelve (12) consecutive months of receiving an auto-shipment order, the Loyal Customer will receive an additional 150 Perks Points.
- (5) Perks Points may be redeemed on non-autoshipment orders only after completing the Loyal Customer Agreement.
- (6) Perks Points may not be used on zero (0) BV items or for taxes or shipping costs. Taxes and shipping costs will be based on the Loyal Customer price of the order.
- (7) Perks Points have no cash value. One (1) Perks Point equals £1 in product credit
- (8) Perks Points will be calculated on official orders only. Returned orders will subtract from the Perks Points total.
- (9) If a Loyal Customer cancels their autoshipment after becoming eligible to redeem Perks Points, they have thirty (30) days from their last successfully processed autoshipment order to redeem any available Perks Points. All Perks Points remaining after the thirty (30) days will be lost.
- (10) Loyal Customers cannot earn Perks Points if living in the same household as the enrolling distributor.

# **DATA PROTECTION:**

The website is owned and operated by It Works! Marketing International Unlimited Company, 45-46 James Place East, Dublin 2, Ireland. Please see the <a href="Privacy Policy">Privacy Policy</a> for more information.

# **RIGHT OF CANCELLATION:**

You can cancel your contract within 14 days of delivery of your products or, if it is an autoship order, within 14 days of delivery of your first order. Notice of cancellation sent by post or email takes effect when posted or sent. To exercise your right of cancellation, you must communicate to us a clear statement of your decision to cancel. For example, you can use the cancellation form at the end of this document or you can write to us at <a href="mailto:euinfo@itworksglobal.com">euinfo@itworksglobal.com</a> or:

IT WORKS! MARKETING INTERNATIONAL UC 45-46 James Place East DUBLIN 2, IRELAND

#### **EFFECTS OF EXERCISING THE CANCELLATION RIGHT:**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us without undue delay and in any event not later



than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

PLEASE NOTE: LOYAL CUSTOMERS MAY PURCHASE PRODUCT FOR PERSONAL USE ONLY AND MAY NOT RESELL THE PRODUCT FOR ANY REASON. ONLY IT WORKS! INDEPENDENT DISTRIBUTORS ARE AUTHORISED TO SELL PRODUCT. CUSTOMERS FOUND TO BE SELLING IT WORKS! PRODUCTS WILL IMMEDIATELY HAVE THEIR RIGHTS TO BUY PRODUCTS TERMINATED.

It Works! Marketing International Unlimited Company Commercial Registry in Ireland #535880 VAT ID #3263610DH

**MAY 2018** 



# **CANCELLATION FORM**

If you wish to cancel the contract, please fill in this form and return it to us.

# It Works! Marketing International UC

45-46 James Place East Dublin 2, Ireland

l,	, hereby cancel the contract concluded by
me for the purchase of the following articles:	
Ordered on/Order Number:	
Name of the consumer(s):	
Address of the consumer(s):	
Signature of the consumer(s):  Only on printed form	
	Date: