

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

It Works Marketing, Inc. shall be referred to as "It Works!" or "the Company" thoughout this Agreement. Where a customer has elected to become an It Works! Loyal Customer, they agree to the following terms and conditions:

# I. GENERAL TERMS

- 1. The It Works! Loyal Customer Agreement allows a customer to enjoy Loyal Customer pricing on all orders.
- 2. There are two different ways to become a Loyal Customer. (1) You can make a three (3) consecutive month minimum commitment to a monthly autoshipment order. (2) You can enroll by making a \$50 Membership Fee payment and placing a single order for product.
- 3. A Loyal Customer must be at least 18 years of age as our products are intended for use by adults only.
- 4. The autoshipment order or initial order under the \$50 Membership Fee option must consist of any It Works! products that contain Bonus Volume (BV). Autoshipment orders may be changed online by using the Customer ID and password or by calling Customer Support (see below) at least two (2) business days <u>prior</u> to the Loyal Customer's next autoshipment.
- 5. The Loyal Customer may order products in addition to their autoshipment order at any time and receive Loyal Customer pricing.
- 6. The Loyal Customer may cancel the autoship program at any time after the three (3) month commitment has been fulfilled. The Loyal Customer is still considered a member of the It Works! Loyal Customer Agreement and will receive Loyal Customer pricing on all future orders. 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 It Works! Loyal Customer Agreement after the three (3) month commitment has been fulfilled, Loyal Customer can cancel online by logging into their account at www.itworks.com or they can contact Customer Support at the numbers listed below.
- 7. Loyal Customers who cancel their autoshipment prior to completing the three (3) month minimum commitment will be charged a \$50 Membership Fee. Payment of this \$50 Membership Fee does complete the Loyal Customer Agreement and you will receive Loyal Customer pricing on all future orders.
- 8. If a Loyal Customer wishes to upgrade to a Distributor and has completed the Loyal Customer Agreement or the Loyal Customer has paid the \$50 Membership fee, then the Loyal Customer is free to enroll as a Distributor under whomever they choose. If a Loyal Customer wishes to upgrade to a Distributor and has NOT completed the Loyal Customer Agreement and they want the Membership Fee to be waived, the Loyal Customer must enroll under the same Distributor their Loyal Customer account is under.
- 9. It Works!, including but not limited to any of its affiliates and/or subsidiaries, may transfer or assign this Agreement in its sole discretion. In the case that the Loyal Customer does not accept the transfer or assignment, they may provide written notice that they wish to terminate this Agreement. In the event of such notice being provided, the termination will become effective immediately.

## II. IT WORKS! PRODUCT REFUNDS AND RETURNS POLICY

- 1. As It Works! products produce different results for different people, It Works! does not guarantee specific results nor offer a money back guarantee. Loyal Customers should follow the directions with each product received.
- 2. The Loyal Customer can utilize the Self Service Returns process located in the Loyal Customer portal to generate a shipping label.
- 3. The Loyal Customer is responsible for all return shipping costs.
- 4. To receive a refund, all products must be post-marked within thirty (30) days of the ship date and all items must be in an unopened, "new" condition. When making a return, the Loyal Customer must use a traceable



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shipping method. It Works! is not liable for the shipping costs of returned products or any return shipments that may be lost in the return shipping process.

- 5. To receive a replacement product or a refund on incomplete or defective product, the Loyal 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 Center.
- 6. 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 \$15 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 Center and are not guaranteed a refund.
- 7. Loyal Customers that select the autoshipment membership option at enrollment must complete the Loyal Customer Agreement. If an order is returned at any time causing the total completed orders on the account to be less than three, It Works! will deduct a \$50 Membership Fee from the refund on the returned order. If the full amount of the Membership Fee cannot be deducted from the return, the Loyal Customer account will be canceled. Loyal Customers that select the \$50 Membership Fee option at enrollment will never incur a Membership Fee for returning an order.
- 8. Returning an order to It Works! will not automatically cancel the Loyal Customer's monthly autoshipment. To cancel an autoshipment the Loyal Customer can call the Customer Support number listed below or submit a support ticket in the Loyal Customer portal. All autoshipment cancellation requests must be completed at least two (2) business days <u>prior</u> to the autoshipment process date.
- 9. If only a portion of a stocked package (several products grouped under one item name/number) is returned, the full value of the item(s) kept will be deducted from the refund on the return order.
- 10. Once a returned order is received and inspected at the Returns Processing Center (usually within 10 business days), a refund will be processed to the credit card used to purchase the order. Depending on the credit card company, it may take an additional 2-10 business days after a refund is applied for monies to post to the Loyal Customer's account.
- 11. All returns must be accompanied with the original, or a copy of the original, packing slip.
- To exchange products, Loyal Customers can submit a support ticket in their Loyal Customer portal within thrity (30) days of delivery to specify which product they would like to return and which products they would like to purchase in exchange. Exchange orders should be placed <u>prior</u> to Loyal Customer's returning their original items for refund to avoid interruption of their autoshipment services.

## PRODUCTS MUST BE RETURNED TO:

IT WORKS MARKETING, INC. 4005 Newpoint Place Suite 200 Lawrenceville, GA 30043

## III. IT WORKS! PERKS POINTS PROGRAM

- 1. Perks 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 Perks Points earned will equal 10% of the pre-tax, 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 autoshipment order, the Loyal Customer will receive an additional 150 Perks Points.



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- 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.
- 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.

#### **Customer Support Numbers:** 1-800-537-2395 or 952-540-5699

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# **Customer Support Hours of Operation:**

(Hours are based on the Central Standard time zone for Chicago, USA)

Monday – Friday: 6:30 am to 8:00 pm CST Saturday & Sunday: 8:30 am to 5:00 pm CST

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 AUTHORIZED TO SELL IT WORKS! PRODUCT. LOYAL CUSTOMERS FOUND TO BE SELLING OR ADVERTISING IT WORKS! PRODUCTS FOR PURHCASE WILL IMMEDIATELY HAVE THEIR RIGHTS TO BUY PRODUCTS TERMINATED.

MARCH 2017