

**IT WORKS! RETAIL CUSTOMER AGREEMENT
TERMS & CONDITIONS
AUSTRALIA/NEW ZEALAND**

I. GENERAL TERMS

IW Marketing International Australia Pty. Ltd. [ACN: 167 607 070] trading as It Works! and shall be referred to as “It Works!” or “the Company” throughout this Agreement.

1. The Retail Customer order will be concluded between you as the Retail Customer on the one hand and It Works! on the other, in the event that you place your order via this website.
2. The Retail Customer order will be concluded between you as the Retail Customer on the one hand and your It Works! Independent Distributor on the other, in the event that you order products through an It Works! Independent Distributor. Retail Customers can retrieve their Independent Distributor’s information by 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.
4. A Retail Customer must be at least 18 years of age as our products are intended for use by adults only.
5. The products ordered through the Company will be sent to the address of the Retail Customer indicated in the order. The risk of loss and damage is carried by the Retail Customer beginning with delivery to the Retail Customer or their authorised receiving agent (family member, neighbour, etc.).
6. The delivered products remain in the ownership of the Distributor until the Retail Customer has paid the full price.
7. So far as local laws may allow all liability including all incidental claims is limited to a refund or replacement of product.
8. This contract is ruled by the law of the country where the Retail 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.

II. IT WORKS! PRODUCT REFUNDS AND RETURNS POLICY

It Works! consumer goods come with guarantees that cannot be excluded by relevant Australian and New Zealand Laws and Regulations. Purchasers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Purchasers are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

1. As It Works! products produce different results for different people, It Works! does not guarantee specific results nor offer a money back guarantee. The Retail Customer should follow the directions with each product received.
2. To receive a refund, all products must be returned within thirty (30) days of the ship date in an unopened, “new” condition. The Retail Customer is responsible for all return shipping costs.
3. When returning an order, the Retail Customer must use a traceable shipping method. It Works! is not liable nor responsible for the shipping costs of returned products or any return shipments that may be lost in transit to the Returns Processing Centre.
4. To receive a replacement product or a refund on incomplete or defective product, the Retail 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.
5. Refused orders are defined as orders that are refused upon delivery, returned to sender, undeliverable or that have an insufficient address. In Australia and New Zealand, a refused order is assigned a \$10 (+GST) refusal fee that is deducted from the return order processing. 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.

6. In the event that taxes are paid at the border and cannot be recovered, taxes will not be reimbursed.
7. The full value of items kept from a stocked package (several products grouped together under one item name/number) will be deducted from the refund on the returned order.
8. Once the returned order is received and inspected at the Returns Processing Centre (usually within 10 business days), a refund will be processed to the original credit card used at the time of purchase. 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 card used for purchase.
9. All returns must be accompanied with the original, or a copy of the original, packing slip.
10. Returns can take up to thirty (30) business days from being received at the Returns Processing Centre to be refunded.
11. To exchange products, Retail Customers should 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 as an exchange. Exchange orders should be placed prior to the Retail Customer returning their items for exchange and refund.

PRODUCTS MUST BE RETURNED TO:

IW MARKETING INTERNATIONAL AUSTRALIA PTY LTD
7 Eucalyptus Place
Eastern Creek, NSW 2766
Australia

Australia Customer Support:

1-(800) 750-398

New Zealand Customer Support:

0800-995095

Customer Support Hours of Operation:

(Hours are based on the AU Eastern Standard/AU Eastern Daylight time zone for Sydney, Australia)

Monday – Friday: 8:00 to 19:00 AEST/AEDT