

## APPENDIX B - RETURN POLICIES - EUROPE

## **B.1 Return Procedure**

Every Distributor or Customer purchasing online must comply with the following procedures when returning Products for a replacement, exchange, or refund.

- B.1.1 Contact Customer Service by submitting a ticket through the Distributor's My lifestyle office or by Live Chat to obtain a Return Merchandise Authorization (RMA) number prior to returning the Product.
- B.1.2 Pack and ship the Products to My Lifestyle. Proper shipping carton(s) and packing material are to be used and the best and most economical means of shipping is suggested. Any package received without the RMA clearly visible on the package exterior may be refused. B.1.3 Ship the products to the My Lifestyle warehouse.
- B.2 Retail Customer Returns (direct in-person transactions)
- B.2.1. When a Distributor sells Product directly to a customer by taking payment and handing over the purchased Product, the Distributor has an obligation to refund the customer upon the following conditions:
- B.2.1.1. if the customer requests a refund in writing and returns the Product within 30 days of the sale; and
- B.2.1.2 if the Product is returned to a Currently Marketable condition (see B.4.2).
- B.2.2. Failure to refund the customer that has complied with B.2.1.1 and B.2.1.2 may result in action against the Distributor by My Lifestyle Compliance, up to and including suspension or termination of the Distributorship, per section 8 of the Policies and Procedures.
- B.3 Returns for Online Sales Made to All Customers and Distributors
- B.3.1 Cooling Off Period Other Purchases.
- B.3.1.1 If the returned Product is not an initial order and was purchased with sign-up tokens or any other payment method, the Distributor may cancel the order within 14 days of order date and receive a 100% refund.
- B.3.1.2 If the returned Product is not an initial, nor was purchased with sign-up tokens or any other payment method, the Distributor may cancel the order if requested between 14 days and thirty (30) days after the order date. Such orders are subject to the 80% refund in B.4.3.
- B.3.1.3 Products returned after 14 days of the order date are subject to the 10% restocking fee in B.4.3.
- B.3.1.4 Products returned pursuant to this section B.3.2 must be Currently Marketable Product (see

B.4.1).

B.3.2 Procedures for Refund. In addition to the requirements in B.1:



- B.3.2.1 The Distributor on whose account the sale was made must pay the shipping costs for returning the Product.
- B.3.2.2 The Product must be received by My Lifestyle within ten (10) calendar days from the date the RMA is issued.
- **B.3** Resignation Returns
- B.3.1 When terminating the Agreement, a Distributor may return Currently Marketable Product for a refund if shipped within thirty (30) days after the order date. Because Starter Kits are virtual and the fee is for the My lifestyle office service only, My Lifestyle will pro-rate the refund of the starter Kit.
- B.3.2 "Currently Marketable" means that the Products and/or starter kit to be returned are in a resalable condition. Additionally, excluded from Currently Marketable Products are those Products whose commercially reasonable shelf-life period has passed as well as Products for which My Lifestyle disclosed prior to purchase as being seasonal, discontinued, or special promotion Products and not subject to the repurchase obligation.
- B.3.3 Restocking Fee. A ten percent (10%) restocking fee shall be charged for authorized returns. The refund amount shall be ninety percent (90%) of the original net purchase price.
- B.3.4 Shipping Costs. The Distributor shall assume the costs of returning the Products to My Lifestyle. The shipping and handling charges incurred by the Distributor when the Products were purchased will not be refunded.
- B.3.5 Non-Compliance. If the returned Products do not meet the conditions for return, such merchandise will be held for up to thirty (30) days, during which time the Distributor should comply with the return procedures to receive the refund. If after thirty (30) days the conditions have not been met or a return has not been requested, My Lifestyle may destroy such inventory without further compensation from that Distributor.
- B.4.6 Resignation. Any request for a refund of Products shall be deemed a voluntary resignation of the Agreement.
- B.5 Not-For-Resale Markets

Products purchased through the My Lifestyle NFR program must be returned within ninety (90) days of purchase.

- B.5.1 Procedures. The refund procedures in B.1 apply.
- B.5.2 Costs. The Distributor shall assume the costs of returning the Products to My Lifestyle. The shipping and handling costs incurred by the Distributor when the Products were purchased will not be refunded. My Lifestyle will pay the shipping and handling costs for replacement Products.
- B.6 Refunds
- B.6.1 Refund to Same Source. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used to place the order, the reimbursement will be issued back to that same card. If the payment was made by check, the refund will be issued in the form of a check.



B.6.2 Right to Withhold. When Products are returned, My Lifestyle will reverse the commission payment generated by the purchase of those Products. My Lifestyle will withhold future commissions owed to the Distributor and upline to recover such commission/benefits paid. My Lifestyle will also reverse any other benefit that may have arisen to such purchasing Distributor or their upline, including re-working of qualifications and rewards. My Lifestyle will also withhold owed shipping charges from any refunds, unless otherwise specified in this Appendix B.

B.6.3 Returns. If a returned product was purchased using Tokens(a Wallet's virtual currency, which is our form of store credit), then the Distributor will be eligible for a 75% return of Wallet funds. Please see the Returns section (B5) of the My Lifestyle Policies & Procedures for more information.

## B.7 Refusal of Delivery

Should a Distributor refuse delivery of a My Lifestyle shipment that is the Distributor's first order, My Lifestyle will follow its one hundred percent (100%) guarantee policy in section B.3.1. For all other orders from Distributors, My Lifestyle will treat the refusal as a Resignation Return per section B.4.6 above.

- **B.8** Defective Products and Warranties
- B.8.1 Products that are defective may be replaced or refunded if My Lifestyle is notified within fourteen (14) days from delivery of the Products.

The refund procedures in B.1 apply.

B.8.2 EXCEPT AS EXPRESSLY STATED ON HEREIN OR ON THE PRODUCT LABELING, MY LIFESTYLE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY\ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH MY LIFESTYLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF MY LIFESTYLE ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE."