

## **Lifebrook Monthly Subscription Program**

I agree to be bound by the terms and conditions set forth below.

This Subscription Agreement is between you, as an independent Advocate, or Customer (“I” or “me” or “you” or “your”) and Lifebrook, LLC., a South Dakota Corporation, 1322 E Cherry St, Vermillion, South Dakota 57064 (“Company”). I understand that the Monthly Subscription Program is an optional program that allows me to place a standing Monthly Subscription Program order with the Company that will be conveniently shipped to me on a monthly basis and charged to my credit card, savings account, or checking account on a recurring, monthly basis.

### **A. General Terms and Conditions**

#### **1. Sign-up Procedures; Multiple Monthly Subscription Program Orders.**

(a) I may submit this Monthly Subscription Program Agreement online, by facsimile, by mail, or by delivering a hard copy to the Company’s walk-in center. By submitting this Monthly Subscription Program Agreement, I acknowledge that I have set up a Monthly Subscription Program account in my name (“Subscription Profile”).

(b) I may place orders for multiple customers under my Subscription Profile Account. I agree that if I place orders for other people besides myself, e.g., my customers, under this Subscription Profile Account, then I will be the primary name on this Subscription Profile Account unless I notify the Company in writing that another person whose Monthly Subscription Program orders are on this Subscription Profile Account is the primary name. I agree that the primary name on this Subscription Profile Account will receive all the product earned on this Subscription Profile Account.

#### **2. Payment.**

(a) I have specified on this Monthly Subscription Program Agreement the quantity of each product that I desire to receive every month and provided the Company with my valid Visa, MasterCard, American Express, or Discover Card number along with the card’s expiration date, and other information necessary to set up a direct debit arrangement on my personal savings or checking account. All products ordered by me must be paid in full before the products are shipped.

(b) If I have selected a credit card as the method of payment, then I authorize the Company or its affiliated company to charge my credit card each month for the products specified above.

(c) If I have selected a debit arrangement, I authorize the Company, either by paper or electronic means, to debit and, if appropriate, credit to my savings or checking account. I authorize the depository I have indicated, hereinafter called the “Bank,” to debit or credit the same to such account. This authority shall remain in force and effect until both the Company and the Bank have received written notice from me of its termination. I must provide an appropriate period of time for the Bank and the Company to act on my notice of termination. The Company will make no other charge to my account except those that I have authorized (sales tax charges may fluctuate in accordance with changes in applicable sales tax rates). The Company and the Bank

will be fully protected in honoring this authorization. If any check or charge is dishonored, with or without cause and whether intentionally or inadvertently, then the Company and the Bank will have no liability to any party. I further authorize the Company to release this pre-authorization to the Bank in establishing and maintaining my direct debit account. It may take up to five business days for the Bank to verify funds.

### **3. Change of Address or Orders.**

You may change this information effective immediately if you update your Subscription Profile Account in your Lifebrook Back Office, before your next ship date.

If I notify the Company in writing by mail, facsimile, email, or via telephone of a change in my address or any changes to my order at least 10 days prior to my designated shipment date, the products I have selected will be sent to me each month at the address I have provided. The Company will make the adjustments specified in my written notice no later than 10 days after receiving such notice.

### **4. Discontinued Products; Stock Outs.**

(a) The specific products I selected may be discontinued by the Company. If discontinued, the Company will provide me with written notice at least five business days prior to the discontinuance of the products and will continue to send me the remaining items selected on my Monthly Subscription Program Agreement. I may select other products to replace the discontinued products. Purchase price and shipping fees will be automatically changed to reflect the change in my order.

(b) If your Monthly Subscription Program order contains a product that is out of stock, when possible the Company will send you an email notification and substitute a similar or related product in your order unless you inform the Company in writing at least five business days before the order ships that you would like to substitute a different product. Once the out of stock product is available, the substituted product will be deleted from your order and the regular product shipped in your next regularly scheduled order. Any out of stock product will not be sent in addition to the substituted product when it becomes available.

### **5. Price Increases.**

The Company may change the price of the products that I have selected. If the price of a specific product is increased, then the Company will provide me with written notice at least 30 days prior to the price increase, and unless I direct them to do otherwise, will continue to send me the selected products at the increased price.

### **6. Refunds.**

All products ordered under the Monthly Subscription Program may be returned to the Company pursuant to the Company's regular product return policy. The refund policy for products purchased with Monthly Subscription Program is described at [www.lifebrook.com](http://www.lifebrook.com)

## **7. Termination of Monthly Subscription Program or Orders.**

(a) Upon 30 days prior written notice, the Company may terminate the Monthly Subscription Program. The Company may also immediately terminate my right to participate in the Monthly Subscription Program and notify me of the termination if (i) the credit card or bank authorization provided in this Monthly Subscription Program Agreement expires, is cancelled or otherwise terminated, (ii) I violate the terms and conditions of this Monthly Subscription Program Agreement, or (iii) if I am an Independent Advocate, if I have violated the terms and conditions of my Independent Advocate Agreement.

(b) I may cancel my Monthly Subscription Program order online in my Lifebrook Back Office before my next ship date or in writing or by contacting customer service at 1-888-758-2705 at any time prior to my next ship date. The Company will cancel my Monthly Subscription Program Agreement within 30 days after it receives my written notice.

(c) Upon 30 days prior written notice, the Company may, in its sole discretion, modify the terms and conditions of this Monthly Subscription Program.

## **8. No Modification of Independent Advocate Agreement; Customer Assistance.**

The terms and conditions contained in this Monthly Subscription Program Agreement do not supersede or modify in any way the terms and conditions of my Independent Advocate Agreement and the Policies and Procedures. If I am an Independent Advocate, (i) I will assist my customers in obtaining any requested refunds under the Monthly Subscription Program; (ii) I acknowledge that I have sold or personally consumed at least 70% of my last month's purchase of products; and (iii) I agree that with my participation in the Monthly Subscription Program I agree to the terms of this Monthly Subscription Program Agreement, the Independent Advocate Agreement, the Policies and Procedures, as amended.

## **B. Privacy Policy**

(a) **Collection of Personal Information.** The Company, its parent, affiliates and subsidiaries ("Lifebrook") are aware of and responsive to your concerns regarding how information about you is collected, used and shared as a result of your participation in the Monthly Subscription Program. Lifebrook respects your privacy and is committed to protecting the privacy of consumers of Lifebrook's products and services. Lifebrook collects from you and holds certain personal information about you in order to provide you with the benefits of being an Independent Advocate and communicating with you regarding (i) promotional offers and products, (ii) Independent Advocate/customer relationships, (iii) customer referrals, and (iv) other relevant business issues. All information submitted by you will be held by Lifebrook at its corporate headquarters in the United States. You have right to access and correct your personal information held by Lifebrook by contacting Customer Service.

(b) I agree that if I am an Independent Advocate, then my immediate upline Executive will be notified if I cancel my Subscription Profile Account. The upline Executive will only see my name, ID number, and limited contact information. No details regarding the specifics of my Monthly Subscription Program orders will be provided.

(c) Please refer to our full Privacy Policy on our website [www.lifebrook.com](http://www.lifebrook.com)