





# Other Terms and Conditions | Customer Membership Agreement

**The Backup Order Agreement:** If I am enrolling as a Member, I agree to purchase products totaling at least the specified Product Point value (35 or 50) each month, which I selected in Section 1 on the front of this Agreement. I also agree to pay any and all applicable Goods & Services Tax (GST) and shipping and handling charges. By enrolling as a Member, I authorize Melaleuca to ship the Backup Order designated in this Agreement for any calendar month in which my product orders do not equal or exceed my Product Point commitment. Melaleuca is under no obligation to ship any products if the AUTHORIZED accounts are overdrawn or have been closed.

**Backup Order Substitutions and Changes:** I authorize Melaleuca to substitute other products to ensure that I meet my Product Point commitment and to charge my account for the substituted product(s).

**Convenience Certificate Redemption:** I understand that if I select Convenience Certificates as my Backup Order, I may receive a Convenience Certificate as otherwise provided for in these Terms and Conditions. I agree to redeem Convenience Certificates promptly. I understand that a Convenience Certificate is valid for redemption within 12 months of the month of issue. I understand that Convenience Certificates may be redeemed only for products with a product point value assigned to them. A Customer may not have more than 3 unredeemed Convenience Certificates at any given time.

**Payment Authorization:** I authorize Melaleuca to withdraw payment from my credit card or bank account as specified on the front of this Agreement for orders I place directly and for my Backup Order. I give my permission that, if Melaleuca is unable to collect payment in full from my credit card account, then Melaleuca may make multiple attempts to collect for up to 60 days and, no more than twice, add \$2.00 to \$5.00 to my balance to cover the ongoing costs for administration of the collection of my account. I agree to pay a \$10.00 service fee in the event a check or charge is dishonored for any reason. After my account has been charged by my financial institution, I have the right to have the amount of any erroneous withdrawal immediately deposited to my account by my financial institution up to 15 days following issuance of my bank statement or 45 days after posting. I will hold Melaleuca, Inc. harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

**Changes:** I understand that I may change my choice of selection by calling or writing Melaleuca and requesting the change. For all other changes to my Backup Order (e.g., to change the method of payment or the AUTHORIZED amount) I must sign and submit to Melaleuca a new Customer Membership Agreement. If I submit more than one Customer Membership Agreement, the most recent signed agreement will supersede all previous agreements. I understand that Melaleuca reserves the right to substitute products and/or change prices or Product Point allocations without notifying me, but that substitutions to Select Packs will only occur if selected products become unavailable.

**Membership Fee:** The cost to enrol as a Customer is \$42 for Regular Customer (Non-Member) and \$22 for Member (inclusive of GST). I will receive a Membership Portfolio and a subscription to Melaleuca's catalogues to keep me updated on products and the latest in health and wellness as long as I remain an active Customer.

**Renewal Fee for Members:** If I have enrolled as a Member, I authorize Melaleuca to charge my account a total of \$22 (inclusive of Goods and Services Tax (GST)) on an annual basis for the purpose of automatically renewing my Customer Membership Agreement.

**Term:** The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of this Agreement and will remain in effect until: (1) I elect to alter or change my customer status with Melaleuca by submitting a new signed Customer Membership Agreement, or (2) I cancel this Customer Membership Agreement pursuant to the cancellation rights clause, or (3) Melaleuca cancels this Agreement upon written notice to me at my address set forth herein, which I agree Melaleuca may do at any time in its sole discretion.

**Satisfaction Guarantee:** I understand that Melaleuca warrants the quality of its products and will gladly exchange any damaged or defective items. Save for hygiene products and products consumed by more than 50%, if I am not completely satisfied with any product I purchase from Melaleuca, I may return the unused portion of the product (subject to the complete definition of the return policy in the Statement of Policies), together with a copy of the invoice, to Melaleuca within 90 days of the date of purchase and Melaleuca will (1) issue a credit note for the total purchase price of the product (less shipping and handling charges), or (2) upon my written request, replace the product without charge, or (3) upon my written request, refund the total purchase price of the product (less shipping and handling charges). No return or refund will be entertained for all hygiene products for personal hygiene reasons, or should the product in question be consumed by more than 50%. Melaleuca reserves the right to cancel the Customer Membership Agreement of any customer who acts or conducts itself unreasonably in connection with the Melaleuca satisfaction guarantee and return policy by excessively returning product.

**Dispute Resolution:** Any dispute arising out of or in connection with this Agreement, including any questions regarding its existence, validity or termination, if not resolved by mutual agreement, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of 1 (one) arbitrator to be appointed by the Chairman of the SIAC if parties are unable to mutually agree on the appointment of arbitrators. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court proceedings or otherwise)

shall be entitled to an award of legal fees and costs on an indemnity basis. If any one or more of the provisions contained in this Agreement shall be found to be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in anyway be affected or impaired and this Agreement shall otherwise continue in force.

**Email and Telephone Communications:** I authorize Melaleuca and its affiliates or partners to contact me periodically through email messages or text messages regarding its products, services, business opportunity and other topics that Melaleuca considers may be of interest or beneficial to me. I agree that my receipt of any telephone, email, text messages, or other contacts by Melaleuca and its affiliates or partners or by Melaleuca Independent Marketing Executives shall not be deemed a violation by Melaleuca of any telephone solicitation, no-call, anti-spam, consumer protection or similar laws, where applicable. Message and data rates may apply. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages and data rates.

**Loyalty Shopping Dollars (if applicable):** Members who have committed to purchase products totaling 35 or 50 Product Points per month may be eligible to participate in the Melaleuca Loyalty Shopping Dollars program (if applicable). Loyalty Shopping Dollars can only be used toward the purchase of Product Point products. No Product Points will be given for products purchased in whole or in part with Loyalty Shopping Dollars. At the time of cancellation or discontinuation of their Preferred Customer status, Preferred Customers will forfeit all Loyalty Shopping Dollars in their account. Shipping & handling charges will be assessed for all Loyalty Shopping Dollars orders. Loyalty Shopping Dollars cannot be used towards the payment of Goods & Services Tax (GST) and/or shipping and handling charges. Applicable taxes may be assessed. Melaleuca reserves the right to change or discontinue the Loyalty Shopping Dollars program without notice at any time. Credit for returned products purchased with Loyalty Shopping Dollars or as part of an Loyalty Shopping Dollars order will only be given in Loyalty Shopping Dollars for future redemption.

**Resale of Products:** I agree that I will not directly or indirectly offer Melaleuca products for sale via any conventional or non-conventional channels, the Internet or any other form of nationally available media. This obligation will continue even after my Customer Membership Agreement is terminated. I understand that Melaleuca shall have the right to prevent any such offers by legal action and that, to the extent permitted by law, I will be obligated to pay Melaleuca's legal fees and costs in connection with any such legal action based upon my violation of this obligation.

**Governing Law:** The terms and conditions of this Agreement, including any dispute arising under the Agreement, shall be governed and construed in accordance with the laws of Singapore.

**Severability:** If any one or more of the provisions contained in this Agreement shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in anyway be affected or impaired and the Agreement shall otherwise continue in force.

**Amendments:** I understand that by written notification from Melaleuca sent to me in my product order or by some other means Melaleuca may amend this Customer Membership Agreement. I agree to be bound by all such amendments and that my only remedy for not accepting any such amendments is to immediately terminate this Agreement. My placing of an order or accepting a Backup Order after my receipt of notice of any amendment will constitute my acceptance of the amendment.

**Privacy Statement:** As a Customer of Melaleuca Southeast Asia (Singapore) Pte Ltd ("Melaleuca"), I acknowledge that it is necessary for Melaleuca to collect certain personal information from its Customers. Apart from the personal information provided by me in connection with my application to become a Customer, I acknowledge that Melaleuca can collect personal information such as my name, address, email address, telephone number, purchases, status and Customer ID number.

By signing this form, I consent to the collection of my personal information as outlined in the Privacy Policy set out in www.melaleuca.com and agree that such personal information may be shared by Melaleuca's Independent Marketing Executives and consent to the inclusion of such personal information in Melaleuca's business reports, publications or presented at meetings or conventions. Please note that data may also be generated or combined with other information available to Melaleuca, its affiliates, subsidiaries, associated entities and any of their branches and office (together or individually).

I hereby give my consent to Melaleuca to: (i) Store and process my Personal Data; (ii) Disclose my Personal Data to the relevant governmental authorities or third parties where required by law or for legal purposes. I understand that Melaleuca will keep my information for as long as I am an active Customer and for such reasonable period of time thereafter as may be necessary or as required by law.

I hereby certify that all statements and information provided by me in this Customer Membership Agreement is accurate and complete in all respects.

## Set Up Your "Customized Backup Order" (Do not use this section to place your first product order.)

(Select One)  35 or  50

You will be sent the Backup Order listed below any month that your total product purchases do not equal or exceed 35 or 50 Product Points. Note: You may change the items selected below at any time by contacting Melaleuca. Changes to your Product Point commitment require you to sign and submit a new Customer Membership Agreement. Specials, discounted products, or packs and promotions are not available as Select Pack items. If a special or promotion is selected you will receive the product at the Preferred Customer price with full Product Points.

Customer Name															Mobile									

Item #	Qty.	Item Description	Unit Product Points	Total Product Points	Unit Price	Total Price
*Shipping and handling charges plus tax will be added to your order and reflected on the printed invoice.				TOTAL POINTS:		TOTAL PRICE*