

# WEBSITE TERMS AND CONDITIONS

## OUR PRIVACY POLICY AND SECURITY PLEDGE TO YOU AS A RETAIL CUSTOMER:

Your satisfaction with this website is important to us. Assuring the privacy and security of all of the information you share with us on this website is an important part of that satisfaction. We want to be open and clear with regard to how we handle your personal information. Please find our policies listed below. If you have any questions regarding these policies, we invite you to email us at [privacy@foreverliving.com](mailto:privacy@foreverliving.com).

Thank you for visiting foreverliving.com!

This policy addresses the information we collect, how we use it and how we protect it. All of the information herein applies to Forever Living Products International, LLC and all of its' commonly owned affiliated legal entities worldwide including, but not limited to, Forever Living.com, L.L.C. (hereinafter collectively referred to as "FLP" and/or "Forever Living.com").

## PROTECTING YOUR INFORMATION

Forever Living.com uses a secure server. The secure server software (SSL) encrypts ALL of the information you provide to us, including your name, address and credit card number, before it is sent to us so that it cannot be read as it travels to us over the internet. Once we receive it, all of the customer information we collect is protected against unauthorized access. We do this by following these following steps:

1. Firewall – Forever Living.com's systems are protected 24 hours a day by a powerful firewall that blocks unauthorized entry. In order to gain access to authorized information, the Web browser you are using must know the proper protocol, or language.
2. Encryption – From the moment information leaves your computer to the time it enters our systems, all online access is encrypted. We employ some of the strongest forms of encryption commercially available for use on the Web today. During any transfer of data, our 128-bit encryption turns your information into a coded sequence with billions of possible variations, making it nearly impossible for unwanted intruders to decipher.
3. Password protected- Your Forever Living.com account is password protected. Timed log-off - Forever Living.com's system will automatically log you off from our site after 30 minutes of inactivity. This reduces the risk of others accessing your information from your unattended computer.
4. Employee access – We limit employee access to customer information to those who have a business reason to know this information.

Although we intend to take all reasonable steps to prevent the introduction of viruses and other destructive materials or hackers, we cannot and do not guarantee or warrant that this website, or materials that may be downloaded from this website, do not contain such destructive features. We are not liable for any damages or harm attributable to any of the foregoing.

Forever Living.com may share any of your information with companies that provide services to us, including companies that operate outside of the United States. Forever Living.com does not share your personal information with any outside companies or vendors EXCEPT those that are directly related to your FLP business. Any nonaffiliated companies that act on our behalf and receive personal information from us are contractually obligated to keep the information we provide to them confidential.

## MAKING PURCHASES WITH YOUR CREDIT CARD

When you order products on the website, we need to know your name, email address, mailing address, credit card number, V-Code number and expiration date. This allows us to fulfill your order and to notify you of your order status. Again, for your protection and security, all of this information is encrypted

before it travels over the internet.

### **DON'T WANT TO USE YOUR CREDIT CARD ON THE INTERNET?**

No problem. Just call the customer service center at 1(888) 440-2563.

### **REGISTRATION**

In order to increase convenience and provide special services to frequent users of the website, we require that you register. This registration is open to anyone who wishes to purchase product. To register, we will ask you to provide your name, address, credit card billing information, product shipping information, product preferences and general demographic information. We use this information to make using the website easier for users:

1. By not requiring frequent website visitors to re-enter recurring information every time they visit the website.
2. To personalize website visits for frequent visitors, we will recommend products that you have indicated you are interested in and welcome you to the website by name.
3. By adding your e-mail address to our "opt-in" list in order to receive email notifications about product specials and other company information via our email newsletter.

### **USE OF COOKIES**

A cookie is a small text file used by Forever Living.com to identify you. Cookies sometimes receive an undeserved negative reputation because they are used to identify website visitors, when in fact, cookies are safe in that: (a) they cannot deliver computer viruses to your computer; (b) other computer servers cannot read them; and (c) personal information cannot be obtained by other computers. Cookies tell us that it is you whenever you return to our website so that we can recall what information you have provided to us in terms of what you like and want to do on our website. We use cookies to personalize your website visits and also to authenticate that visitors coming from other Forever Business Owner's ("FBO") web sites are recognized as being customers of a specific FBO. Cookies are simply a unique identifier shared between you and us - we do not share them with anyone else.

### **SHARING INFORMATION WITH THIRD PARTIES**

Forever Living.com does not sell, trade or rent your information to any unrelated third party. We do not share customer information with outside parties who may wish to market their products to you.

There are other situations when we may disclose to third parties the customer information we collect as permitted by law. Third parties could include Government entities, courts or other entities (in response to subpoenas and other legal processes), and those with whom you have requested us to share information.

We may disclose the information we collect, with nonaffiliated third parties that are acting on our behalf, including companies that perform support services for us, such as data processors, technical systems consultants and programmers or companies that provided services and products for our Forever Business Owners ("FBO").

#### **LINKS TO OTHER WEBSITES**

Forever Living.com contains links to other third party websites. These websites provide our customers with additional information that may make your Forever Living.com shopping experience more beneficial. All of these websites are owned and operated independently of Forever Living.com. Each has their own separate privacy and data collection policies. Forever Living.com has no responsibility or liability whatsoever for the independent actions or policies of these independent websites and is not responsible for the content or practices of such websites.

#### **OPTING-OUT OF E-MAILS**

Forever Living.com collects email addresses at various points in the website. Most of these areas collect email addresses in a separate database, each with its own "opt-out" option. Providing your email address in most of these areas may be optional. If at any time you wish to stop receiving any promotional email messages from us, simply change the opt-out option in your registration record.

#### **REFUND POLICY FOR RETAIL CUSTOMERS**

Retail customers are guaranteed 100% product satisfaction. Within thirty (30) days from the date of purchase, a Retail Customer may (a) obtain a new replacement for any defective product; or (b) cancel the purchase, return the product and obtain a full refund. In all cases, proper notice, proof of timely purchase and timely return of the product is required to be given to source of purchase. FLP reserves the right to reject repetitive returns.

When FLP products are acquired from or through an FLP Forever Business Owner ("FBO") that FBO is the primary party responsible for customer satisfaction by exchanging the product or refunding the money. In the event a dispute occurs, FLP will determine the facts and resolve the issue. If cash is disbursed by FLP, the same will be charged back to the FLP FBO who benefited from the product sales.

#### **EXCHANGE AND REFUND POLICY FOR FOREVER BUSINESS OWNERS ("FBO")**

During the respective stated periods of warranty and guarantee, FLP will provide a new replacement of the same such product in exchange for the defective product or for one that has been returned to a Forever Business Owner ("FBO") by a Retail Customer for lack of satisfaction. Such replacement shall be subject to validation of presented proof of timely purchase. In addition, for replacements of products to a FBO for product returns by Retail Customers, a proof of sale to the Retail Customer and written proof of cancellation along with a signed receipt for return of funds as well as the return of product or empty containers will be required. Such purchases must have been by the party returning the product. Repetitive returns of product by the same parties will be rejected.

Forever Living.com shall buy back any unsold, salable FLP product that has been purchased within the previous twelve (12) months from any FBO who terminates their FLP business. Such buy back will be accomplished by the terminating FBO first giving written notice to FLP of their intent to terminate their FLP business and forego all rights and privileges relating thereto. The terminating FBO must complete a product return form and return all products for which a refund is being claimed, along with proof of purchase to FLP. When product is returned by a terminating FBO, all bonuses and case credits received by the terminating FBO's up-line for the products returned, will be

deducted from the up-line. If the case credits were used for any level move-ups of the FBO or up-line, those move-ups should remain in force. After verification of the facts, the terminating FBO will receive a refund check from FLP in the amount equal to the FBO's cost of the products being returned, less the bonuses personally received by them from their original purchase and the cost of handling, freight and any other appropriate setoffs. After recouping any costs or damages resulting from the terminated FBO's adverse conduct, if any, FLP will remove the FBO from the FLP Marketing Plan, and their entire down-line organization will move up directly under the terminating FBO's Sponsor in their current generation sequence.

The "Buy-Back Rule" is designated to impose upon the Sponsor and the Company the obligation to ensure that the sponsored FBO is buying products wisely. FBOs may not buy more product than they can use for their business and personal needs. The Sponsor should make every effort to provide recommended guidelines to FBOs so that they purchase only as much product as is required to meet immediate sales needs, and that additional products be purchased only after 75% of that product inventory has been sold, consumed or otherwise utilized. Products previously certified as having been sold, consumed or utilized shall not be subject to repurchase under the "Buy-Back Rule".

FBOs should refer to the current Company Policies through the link on [www.foreverliving.com](http://www.foreverliving.com) or contact Customer Service at (888) 440-2563 from 7 a.m. to 5 p.m. M.S.T.

#### **YOUR CONSENT**

By using our website, you consent to the collection and use of the data you provide to Forever Living.com. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what data we collect and how we use it.

#### **LIMITATION OF LIABILITY**

We do not make any warranties, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, compatibility, security, correctness, completeness, usefulness, or non-infringement with respect to this website or any information or goods that are purchased using this website. You assume full responsibility and risk of loss, including loss of data, resulting from your use of this web site. Although we intend to take all reasonable steps to prevent the introduction of viruses and other harmful material, we do not warrant that this website is free of viruses or other potentially harmful components. We do not warrant that this website will be uninterrupted or error-free, and there may be delays, omissions, interruptions and inaccuracies in the content or other materials or goods available on this website.

#### **RELEASE**

You agree that Forever Living.com, L.L.C. (including without limitation its officers, directors, employees, and affiliated entities) will not be held liable for any claims, damages or costs, whether direct or indirect, consequential or special, arising out of or in any way connected to your use or inability to use this website or any hyperlinked website, or any information or goods that are purchased using this website, including lost profits, business interruption, loss of programs or other data, or otherwise. In addition, you agree that we may not be held liable for the conduct of other members associated with this website, including, but not limited to, activities relating to message boards or chat rooms, or any other services that may be offered in the future. You hereby waive any claims, whether based on contractual, tort or other grounds, even if we have been advised of the possibility of such damages. Some jurisdictions do not allow for limited liability or exclusion of implied warranties, therefore not all of the above limitations may apply to you.

#### **INDEMNITY**

You agree to indemnify Forever Living.com, L.L.C. (including, without limitation, its officers, directors and employees) against any and all claims and expenses, including attorneys' fees, arising out of or in any way connected to your use of this website. This expressly includes, without limitation, liability arising from your violation or infringement of any rights of others, including intellectual property rights or libelous or unlawful postings.

#### **SEVERABILITY**

If any part of this agreement is held invalid or unenforceable, that portion shall be construed consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### **TELL US WHAT YOU THINK**

Forever Living.com welcomes your feedback and questions about our privacy policy. Please send your email to: [privacy@foreverliving.com](mailto:privacy@foreverliving.com) or you may contact us at our business address as follows:

Forever Living.com, L.L.C.  
7501 E. McCormick Parkway  
Scottsdale, Arizona 85258  
Attention: Customer Service

California residents may also contact: State of California, Department of Consumer Affairs, P.O. Box 942507, Sacramento, CA 94258-0507, Telephone Number: 916-445-1254.