



## LifeVantage Privacy Policy and Website Use Agreement

Thank you for visiting our website (“Site”). As used herein, the terms “LifeVantage”, “our,” “we,” and “us” mean LifeVantage Corporation and/or its subsidiaries. We will update the LifeVantage Privacy Policy and Website Use Agreement (“Policy” or “Agreement”) from time to time without prior notice and encourage you to review this Policy periodically for any updates.

***YOUR USE OF OUR SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THEM CAREFULLY BEFORE USING THE SITE. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, YOU MUST NOT USE OUR SITE. IF YOU ARE A CUSTOMER AND/OR DISTRIBUTOR, YOU ARE BOUND BY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN YOUR [LIFEVANTAGE CUSTOMER AGREEMENT](#) AND/OR [LIFEVANTAGE DISTRIBUTOR APPLICATION AND AGREEMENT](#), [LIFEVANTAGE POLICIES AND PROCEDURES](#), [LIFEVANTAGE COMPENSATION PLAN](#) AND ANY OTHER AGREEMENT YOU HAVE ENTERED INTO WITH US.***

We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures, or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You are granted a limited, nonexclusive, nontransferable license to access the Site and its content in accordance with this Policy. By accessing this Site and becoming a User, you certify that you are 18 years of age or older. If you are under the age 18, you may use our Site only with the involvement of a parent or guardian who has agreed to be bound by this Policy.

Our Site is hosted in the United States of America (“USA”) and contains information that is appropriate for access and use in the USA. While we provide specific information for LifeVantage Authorized Country markets, we make no representation that any materials on the Site are appropriate or available for use outside the USA or those designated LifeVantage Authorized Country markets. Any references on the Site to specific products or services are applicable only to those available in the USA and/or other authorized LifeVantage country markets. Any who access this Site from locations outside the USA do so according to their own initiative and are responsible for compliance with local laws.

We reserve the right to refuse service in our sole discretion and without notice. You are solely responsible for your use of the Site, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including attorneys’ fees, resulting from your use or misuse of the Site. Posting or transmitting any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, is strictly prohibited.

LifeVantage is committed to safeguarding and protecting its users, distributors and customers and this Policy informs you about the types of information we may collect about you when you visit our Site and how we may use that information.

LifeVantage collects either anonymous (“General Information”) or Personal Information on the Site. General Information refers to website use information that cannot be traced back to a specific individual, e.g., the total number of visitors to our Site. Personal information refers to specific information about a Site user, e.g., name, address, e-mail address, telephone number and credit card information. Please note that it is your choice whether to share Personal Information via the Site.



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Certain General Information is automatically collected including “site usage” information from all Site users only in the aggregate. General Information helps LifeVantage to improve your experience and may be shared with third parties any time.

When you place an order for products or services, we collect Personal Information (such as name, contact and billing information, credit card, and other transaction information) and we use this information to deliver your order, process payment, and to communicate with you about the status of your order. We will provide information necessary to the delivery of your order to our shipping partners to include the type of products ordered.

All billing and other information submitted to this Site must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of this Agreement and may also be a breach of any applicable [LifeVantage Customer Agreement](#) and/or [LifeVantage Distributor Application and Agreement](#). By completing the checkout process you agree to accept and to pay for the product(s) or service(s) requested. You represent and warrant that you have the legal right to use any credit card or other payment means used to complete any transaction.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, LifeVantage shall have the right to refuse or cancel any orders placed for any product listed at the incorrect price. LifeVantage shall have the right to refuse or cancel any such orders whether the order has been confirmed or not and the User’s credit card charged. LifeVantage reserves the right in its sole discretion to refuse or cancel any order for any reason. If your credit card has already been charged for the purchase and your order is cancelled, LifeVantage shall immediately issue a credit to your credit card account in the amount of the charge. LifeVantage attempts to be accurate in all product descriptions, nevertheless, LifeVantage does not warrant that any product description or the content on the Site is accurate, complete, reliable, current or error free. If you find the product is not as described, your sole remedy is to return it pursuant to LifeVantage’s return policy.

LifeVantage reserves the right, without prior notice, (a) to impose conditions on the honoring of any coupon, coupon code, promotional code or other promotion, (b) change a product description, (c) limit the availability of any product or services, (d) refuse to provide any Site user, distributor or customer with any services. Any claim or cause of action with respect to this Site must be commenced within one year after the claim arises. Price and availability of any LifeVantage Product or Service may be changed at any time without notice.

This Site may contain contests or promotions that require you to send material or information about yourself or your distributorship to participate. Please note that any contest or promotion offered through the Site may have additional terms and conditions, that may include, among other things, eligibility requirements such as age limits and geographical restrictions. If you decide to participate in such contests or promotions, it will be your responsibility to opt in to the contest or promotion, familiarize yourself with any relevant terms and conditions and by your participation you agree to comply with any such terms and conditions which shall be binding and final in all respects.

We utilize Secure Sockets Layer (“SSL”) for our website security. SSL creates an encrypted link between the web server and the web browser to ensure that the data passed between the web server and the browser remains private and secure.

Credit card information collected at registration or for shopping cart orders is used only to



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process payment for the transaction and, generally, is not retained on our Site. You may, however, voluntarily elect to securely store personal credit card information for use in future orders on your web browser. You may add, edit, and delete your stored card information at any time.

Except as disclosed in this Policy, we do not sell, trade, rent, or otherwise retransmit any Personal Information we collect online unless we have your permission. Any Personal Information you provide to us will be stored in our US databases or with our third-party vendor who processes our credit card transactions in the United States of America. LifeVantage may disclose certain information to third-party vendors, if necessary, to provide you with your requested product or service and to third parties who provide various services to LifeVantage all of which must adhere to this Policy.

To assure the highest level of personal service to our distributors and customers, we may share Personal Information about you (excluding credit card information and order details) with your servicing distributor who is also bound by this Policy.

We will provide required Personal Information in response to a lawful court order, subpoena, or government investigation. We also reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful. We may release Personal Information when we believe that such release is reasonably necessary to enforce contracts and/or agreements or to protect the rights, property, and safety of others and ourselves.

We acknowledge your trust and are committed to take reasonable steps to protect Personal Information you provide online from loss, misuse, and unauthorized access. We employ physical, electronic, and managerial processes to safeguard and secure your information. Our Site makes use of a "cookie", which is a small data file transferred to your computer's hard drive that allows a Web site to respond to you by gathering and remembering information about your preferences in order to tailor the Site's operation to your needs and desires. Cookies also enable us to keep track of a consumer's electronic "shopping cart" before completing a purchase. Accepting a cookie does not provide us access to your computer or any Personal Information about you, other than the information you choose to share. Other servers cannot read them, nor can they be used to deliver a virus.

We use cookies for the following purposes: Essential Cookies are used to allow users to stay logged in and for storing shopping cart Identification and contents. In Countries where allowed, analytics cookies are used with Google Analytics to gather data on the number of people accessing our site, where they are accessing from, what pages they visit, and what technology they are using. Google Analytics cannot identify you personally but does allow us to understand our users as a group, for example by recording what browsers are being used. Analytics cookies may either be first party cookies or third-party cookies as follows:

- \_utma has typical content of randomly generated numbers that expire after two years;
- \_utmb has typical content of randomly generated numbers that expire after 30 minutes;
- \_utmc has typical content of randomly generated numbers that expire upon user existing the browser;
- \_utmz has typical content of randomly generated numbers and information about how the page or site was reached, e.g., directly or via a link, organic search or paid search that expire after six months; and
- \_\_utmmobile has typical content of randomly generated numbers that expire after two



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years.

Links to third-party Web sites may be provided solely for your information and convenience. If you use these links, you will leave our Site. This Policy does not cover the information practices of those web sites linked to our Site, nor do we control their content or privacy policies. We recommend that you carefully review the privacy policies of each site you visit.

Any link to any other site is provided as merely a convenience to the users of this Site. This Site may provide links or references to other sites, but LifeVantage has not reviewed all these other sites, has no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from any such content. LifeVantage does not endorse or make any representations about these sites, or any information or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of these other sites linked to this Site, you do so entirely at your own risk.

Unless you have a written agreement in effect with LifeVantage that states otherwise, you may only provide a hyperlink to the Site on another website if you comply with all of the following: (a) the link must be a text-link clearly marked “LifeVantage” or the link must “point” to the URL <http://www.lifevantage.com> and not to other pages within the Site; (b) the link, when activated by you, must display the Site full-screen and not within a “frame” on the linking website; and (c) the appearance and position and other aspects of the link must not be such as to damage or dilute the goodwill associated with LifeVantage’s name and trademarks or create the false appearance that LifeVantage is associated with, or a sponsor of, the linking website. By providing this consent, LifeVantage is not foregoing its ownership or rights in any trademark, copyright, patent and/or any other forms of intellectual property associated with the Site. LifeVantage reserves the right to revoke its consent to any link at any time in its sole discretion.

We take special care to protect the privacy needs of children. Our Site does not target and is not intended for children under the age of 18, and we will not knowingly collect Personal Information from them. You must be at least 18 years old to be a customer and/or distributor. The contents of the Site, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the “Content”) is the property of LifeVantage and is protected by federal and international copyright and trademark laws, or other proprietary rights. These rights are protected in all forms, media and technologies existing now or hereinafter developed. You may print and download portions of material from the different areas of the Site solely for your personal non-commercial use or as otherwise permitted. No portion of the Content may be reprinted, republished, modified, or distributed in any form without the express written permission of LifeVantage. You may not, and this Policy does not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, license or create derivative works with respect to the Site. Certain content may be licensed from third parties and all such third-party content and all intellectual property rights related to the content belong to the respective third parties. You may not remove, alter or modify any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Site or the Content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by LifeVantage.

Our site and its contents are provided “as is” and “as available”, with no warranty of any kind. To the fullest extent permissible under applicable law, we expressly disclaim all warranties, express or implied, including without limitation the warranties of merchantability,



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fitness for a particular purpose, and noninfringement, and those arising by statute or otherwise in law or form a course of dealing or usage of trade. We make no representation or warranty whatsoever regarding the completeness, accuracy, correctness, integrity, reliability, currency, adequacy, suitability, functionality, availability, or operation of this Site or the content or services provided on, or accessible from, this Site. We do not warrant that the operation of this Site will be uninterrupted, error-free, free from viruses, and/or other harmful components to equipment or software.

In no event will we be liable, nor do we assume responsibility, for any direct, indirect, special, incidental, or consequential damages arising out of or in connection with the use or inability to use this Site (or the content or services provided on, or accessible from, this Site), or otherwise, even if we are advised of the possibility of such damages.

When LifeVantage changes this Policy, we will post any changes here so that you will always know what information we collect, and how we might use or disclose that information. Any changes to this Policy will be considered effective immediately after the changes are posted on this Site.

This Agreement and Policy and access to the Site shall be governed by and construed in accordance with the law of the state of Utah, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under federal law of the USA. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the state of Utah and of the USA located in Utah for any litigation arising out of or relating to use of the Site or purchases of services made through the Site (and agree not to commence any litigation relating thereto except in such courts). You hereby irrevocably and unconditionally waive any objection to the laying of venue of any such litigation in the courts of the state of Utah.

This Agreement and Policy and any documents expressly incorporated by reference constitute the entire agreement between LifeVantage and you pertaining to the subject matter hereof. In its sole discretion, LifeVantage may unilaterally amend or modify this Agreement and Policy or any other documents referenced herein at any time by posting on the Site. Any amended or modified terms will be effective upon posting. Continued use of the Site constitutes acceptance of any modified terms and conditions.

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### ***Important Information for users, Customers and/or Distributors located in the European Union:***

LifeVantage Netherlands B.V. ("LifeVantage Netherlands") is a wholly owned subsidiary of LifeVantage Corporation and the data controller (verantwoordelijke) of any Personal Information that you provide us when you place an order for products or services from within the European Union.

You agree that LifeVantage Netherlands or a party acting on its behalf (i.e., a third party) may collect Personal Information from you including name, address, e-mail address, telephone number, credit card information, date of birth, and gender and transmit that information to LifeVantage Corporation, which is located in the United State of America, for the purpose of executing your order for products and/or services. LifeVantage Netherlands and/or LifeVantage Corporation may provide your Personal Information to our shipping partners and credit card processors for processing your order for goods and/or services. You consent and agree to



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LifeVantage transferring your data for these purposes.

If you would like to request a copy of your Personal Information, would like to correct or update your Personal Information or would like to have your Personal Information removed, please contact LifeVantage Netherlands by sending an e-mail or calling at the below number:

Customer Care:

**0-800-088-5488 (Toll Free)**

**Email: [eusupport@lifestage.com](mailto:eusupport@lifestage.com)**

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Contact us if you have any concerns about the use of your information or about this Policy, please send us an e-mail or call us at the below number:

**Customer Care:**

**1-866-460-7241**

**Fax: (855) 836-4925**

**Email:**

**[compliance@lifestage.com](mailto:compliance@lifestage.com)**

**Corporate Offices:**

**LifeVantage Corporation**

**9785 S. Monroe Street, Suite 400**

**Sandy, UT 84070**

**801-432-9000**