Melaleuca The Wellness Company®

Customer Membership Agreement

3910 South Yellowstone Hwy, Idaho Falls, ID 83402

Mail or fax white copy to Melaleuca
Applicant keeps yellow copy • Enroller keeps pink copy
Enrollments 1-800-262-0600
Phone Orders 1-800-282-3000 • Fax 1-888-528-2090

1. Customer Information (Please print clearly)

Please enroll me as a

☐ **Preferred Customer**. I commit to purchase products totaling at least (check one):
☐ 35 Product Points each month. I'll receive 30% to 40% off the regular price of Melaleuca products and participate in the Loyalty Shopping Dollars program.
☐ 75 Product Points each month. I'll receive additional benefits.

☐ **Direct Customer.** I'll pay the regular price for Melaleuca products.

☐ **Mr.** ☐ **Mrs.** ☐ **Ms.**

FIRST NAME | INITIAL | LAST NAME

SPOUSE'S FIRST NAME (If spouse is also an applicant) | INITIAL | LAST NAME

SHIPPING ADDRESS (For mailing of information, materials, and products)

CITY | STATE | ZIP

EMAIL ADDRESS (Send my order confirmation to this email address)

Please indicate preferred phone number(s) for contacting you.

MOBILE

HOME

BIRTHDATE MONTH DAY YEAR

Language Preference: ☐ English ☐ French ☐ Spanish ☐ Portuguese ☐ Chinese ☐ Korean ☐ Other: _____

2. New Customer Account Information

To protect your Preferred Customer status, please provide two forms of payment. At least one form of payment is required. All accounts must be in the name of the new customer.

PREFERRED FORM OF PAYMENT (Required)

☐ VISA ☐ MASTERCARD

EXPIRES (mo/yr):

☐ **ELECTRONIC CHECKING** *(Write your bank account number in the space below. Attach a voided check to verify your account number and for us to notify your bank of this agreement for pre-authorization. Electronic checking information provided by telephone is an authorized payment method while the Customer Membership Agreement is in transit.)* **Electronic checking as a Preferred Customer method of payment is not available in Puerto Rico.**

SECONDARY FORM OF PAYMENT

☐ VISA ☐ MASTERCARD

EXPIRES (mo/yr):

X _____
Authorized Signature

In the event that the preferred method of payment indicated above is not valid, Melaleuca will charge any other valid method of payment on file. (Prepaid credit cards are not valid preferred forms of payment.)

3. Choose Your Backup Order: (Required for all Preferred Customers)

Choose the Preferred Customer Backup Order that fits your needs.

Your automatic Backup Order keeps you in good standing to receive your Preferred Customer discount and other Preferred Customer benefits. If you're away on vacation or business, don't meet your Product Point commitment, or just forget to place your order, the Backup Order will be sent automatically, assuring that you meet your Product Point commitment and that you receive all Preferred Customer savings and benefits.
(SALES TAX AND SHIPPING & HANDLING NOT INCLUDED)

Preferred Customer Backup Order Selections, Check Item

☐ **Select Pack** (Complete form on the back side of white copy)
☐ Wellness Backup Order—42 PTS (Vitality 6®)—$72.99 ☐ For Women ☐ For Men ☐ 50+
☐ #1—35 PTS Backup Order (includes Vitality Pack®)—$52.99 ☐ For Women ☐ For Men
☐ #2—35 PTS Backup Order (no Vitality Pack®)—$52.99
☐ #3—75 PTS Backup Order (includes Vitality Pack®)—$99.99 ☐ For Women ☐ For Men

Initial here to acknowledge your Backup Order selection.

4a. Lead/Enroller

☐ International Enrollment. My enroller is from the following country: _____

FIRST NAME | INITIAL | LAST NAME

CUSTOMER NUMBER | PHONE

4b. Presentation By

I affirm that the presentation was done by the person listed in this section 4b. _____ Enroller's Initials

FIRST NAME | INITIAL | LAST NAME

CUSTOMER NUMBER (FOR STANDING MEETING) | PHONE

4c. Immediate Support Team Marketing Executive

FIRST NAME | INITIAL | LAST NAME

CUSTOMER NUMBER | PHONE

5. Signature

BY SIGNING, I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OLD AND HAVE CAREFULLY READ AND AGREE TO THE MELALEUCA CUSTOMER MEMBERSHIP AGREEMENT TERMS AND CONDITIONS INCLUDING THOSE LISTED SEPARATELY UNDER THE HEADING "TERMS AND CONDITIONS."

X _____ Date
Customer's Signature *(this Customer Membership Agreement is not valid unless signed by the customer)*

X _____ Date
Spouse's Signature *(if applicable)*

I may cancel/suspend this Agreement for any reason at any time by submitting a completed Suspend My Membership Form to Melaleuca bearing my original signature, printed name, address, and Customer Number. Suspension Forms received by Melaleuca on or before the 25th of the month will be effective the month received, Suspension Forms received after the 25th of the month will be effective the following month. **In addition to the foregoing, I may cancel this agreement for any reason within three business days from the date hereof by submitting a Suspend My Membership Form to Melaleuca bearing the date, my printed name, and my original signature.**

Forms must be mailed to:
Melaleuca, Inc., 3910 S. Yellowstone Hwy.,
Idaho Falls, Idaho 83402

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Customer Membership Agreement Terms and Conditions

The Preferred Customer Backup Order Agreement: If I am enrolling as a Preferred Customer, I agree to purchase products totaling at least the specified Product Point value (35 or 75) each month, which I selected in Section 1 on the front of this Agreement. I also agree to pay any and all applicable sales taxes and all shipping and handling charges. By enrolling as a Preferred Customer, 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.

Select Pack Backup Order Substitutions: In the event that any product I have selected on the Select Pack form below becomes unavailable, or if the Product Points for any products I have selected are reduced, I authorize Melaleuca to substitute another product or products of equal or greater value to ensure that I meet my Product Point commitment. I further authorize Melaleuca to charge my account for any price difference for the substituted product(s). If I am not satisfied with the substitute product(s), I may return it for an exchange and authorize Melaleuca to credit or charge my account for any price difference.

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 (including any and all sales taxes and all shipping and handling charges). 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 90 days and, no more than twice, add $.50 to $1.00 to my balance to cover the ongoing costs for administration of the collection of my account. Prepaid credit cards are not valid preferred forms of payment. 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.

Convenience Certificate Redemption: I understand that after I have been a Preferred Customer for six months, I may select Convenience Certificates as my Backup Order, and that I may receive Convenience Certificates as otherwise provided for in these Terms and Conditions. I agree to redeem Convenience Certificates promptly. I understand that if I do not redeem a Convenience Certificate within 12 months of the issue date that is reflected on the Certificate, the unredeemed balance will be converted to a credit on my account, which will be subject to the terms in the Satisfaction Guarantee paragraph below. I understand that Convenience Certificates may be redeemed for product only, and may not be returned for a refund or credit on account, except in certain states.

Changes: I understand that I may change my Backup Order selection or make changes to my Select Pack 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. I also understand that, upon written notice to me in my product order or by some other means, Melaleuca may at its discretion, unilaterally and prospectively, change the provisions, terms and conditions of this Agreement and that my only remedy for not accepting such changes is to immediately terminate this Agreement.

Membership Fee: The cost to enroll as a Customer is $25.00 plus applicable sales tax. I will receive a Membership Portfolio and a subscription to Melaleuca's catalogs to keep me updated on products and the latest in health and wellness as long as I remain an active Customer. If I simultaneously submit a Melaleuca Independent Marketing Executive Application and Customer Membership Agreement, the $29.00 Independent Marketing Executive application fee will include the Customer membership fee. My membership entitles me to free access to discounts and savings on hundreds of products and services in the Melaleuca Marketplace.

Renewal Fee for Preferred Customers: If I have enrolled as a Preferred Customer, I authorize Melaleuca to charge my account a total of $12.00 (plus applicable sales tax) 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 notice below, 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: If I am not completely satisfied with any product I purchase from Melaleuca, I may return the unused portion of the product together with a copy of the purchase receipt to Melaleuca within 60 days of the date of purchase and Melaleuca will (1) credit my customer account 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). (Refunds, when requested, will be issued to the original Method of Payment used to purchase the product unless that Method of Payment is unavailable, in which case a refund check will be issued to me.) Unless I request otherwise, Melaleuca will credit my account for the purchase price of the returned product. Credit on account is available for Melaleuca product purchases. If I have unredeemed credit on my customer account, I understand that Melaleuca may make efforts to locate me and advise me in writing of the credit. Melaleuca may continue to make such attempts on a monthly basis and will charge my customer account a $10 service fee for each month's notification process for as long as I have a credit on account, unless otherwise restricted or prohibited by law. I also understand that any refund checks sent to me that remain uncashed for more than 180 days will not be honored and the amount of the check, less a processing fee of $15 and a bank cancellation/stop payment fee of $10, will be credited to my customer account, which credit on account shall be subject to the above notification process and associated service fees, unless otherwise restricted or prohibited by law. Melaleuca reserves the right to cancel the Customer Membership Agreement of any Customer who abuses the Melaleuca satisfaction guarantee by excessively returning product.

Excessive Returns: I understand that if I return over 50% of the total Product Points I purchase during any three consecutive months, (1) I will not be eligible to receive a refund for future returns, and will be eligible only to exchange returned products for other products, and (2) any future Backup Orders Melaleuca sends to me will be in the form of a Convenience Certificate.

Refused orders: I understand that if I refuse to accept any products delivered to me in accordance with Melaleuca's Customer Membership Agreement Terms and Conditions, any future Backup Orders Melaleuca sends to me will be in the form of a Convenience Certificate.

Dispute Resolution: To the extent permitted by law, all claims or disputes of any nature between current or former Preferred or Direct Customers and Melaleuca (or its officers, shareholders or employees), if not resolved by mutual agreement, shall be resolved by binding arbitration using an arbitrator or arbitrators mutually agreeable to the parties. If the parties are unable to agree upon an arbitrator, a court of competent jurisdiction may appoint an arbitrator. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court or otherwise) between a Customer and Melaleuca (or its officers or employees) shall be entitled to an award of attorneys' fees and costs. To the extent that any provision of this Agreement is, or is found to be, invalid or unenforceable under, or in violation of, applicable law, such provision will be deemed ineffective only to the extent of such invalidity, unenforceability or violation and will not invalidate or render unenforceable any other provision of this Agreement.

Email, Text, and Prerecorded Sales Messages and Other Telephone Communications: I consent to Melaleuca, and its affiliates, marketing executives, services providers, and partners sending me email, text, prerecorded sales messages, facsimile, and written messages or otherwise notifying me by mail, telephone or other electronic communication methods regarding it's products, services, business opportunities and other topics that Melaleuca considers may be of interest or benefit to me. I agree that my receipt of any mail, telephone, email, text, facsimile, or prerecorded sales messages, or other contacts by Melaleuca, and its affiliates, marketing executives, services providers, or partners and Melaleuca's release of my contact information to such persons or entities or by Melaleuca Independent Marketing Executives shall not be deemed a violation by Melaleuca of any local, state or federal telephone solicitation, no-call, telemarketing, anti-spam, privacy, customer consumer protection and/or similar laws and regulations. Standard messaging rates apply to text messages. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages.

Personal Information: I consent to the collection and lawful use by Melaleuca of the personal information contained on this form and information regarding my purchases from Melaleuca. I also consent to the disclosure of such information and information regarding my purchases from Melaleuca to my enroller and his or her Support Team.

Loyalty Shopping Dollars*: Loyalty Shopping Dollars cannot be used to purchase specials, packs, products without points, discounted items, and sales aids; or to pay for shipping, handling, or taxes. Loyalty Shopping Dollar redemptions can only occur with a minimum Product Point order and $1 handling fee; applicable shipping and taxes will apply. No Product Points will be given for products purchased in whole or in part with Loyalty Shopping Dollars. No Loyalty Shopping Dollars will be earned in a month when a Backup Order is sent. At the time of cancellation or discontinuation of Preferred Customer status, customers will forfeit all Loyalty Shopping Dollars in their account. Melaleuca reserves the right to modify or discontinue the Learn to Earn and Loyalty Shopping Dollar programs without notice at any time.

*For Melaleuca Marketplace incentives, Loyalty Shopping Dollars will accumulate during the first 5 months of enrollment, and will be available for redemption in the customer's 6th month.

Resale of Products: I agree that I will not offer Melaleuca products for sale via the Internet or 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.

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.

Set Up Your "Select Pack" (Do not use this section to place your first product order).

Customer Name

Home Phone Number

Select Your Product Point Commitment ❍ 35 or ❍ 75 (Your Select Pack Product Points must equal your commitment level selected)

You will be sent the Select Pack Backup Order listed below any month that your total product purchases do not equal or exceed 35 or 75 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.

Stock #	Qty.	Item Description	Unit Product Points	Total Product Points	Unit Price	Total Price

This Select Pack will be sent if you don't place a minimum Product Point order during the calendar month.
To place an order, call us at 1-800-282-3000 or go online to Melaleuca.com.

TOTAL POINTS: **TOTAL PRICE†:**

†Shipping and handling charges plus applicable sales tax will be added to your order and reflected on the printed invoice included.

If submitting this agreement by fax, please remember to fax both sides of this document.