# **REFUND POLICY**

### **Retail and Preferred Customer Return Policy Guidelines**

**PrimeMyBody** offers a thirty-day (30-day) refund policy (less shipping and handling) to all retail and preferred customers. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's original net cost less, shipping / handling costs, appropriate set-offs and legal claims, if any. If a retail or preferred customer purchased the product from a **PrimeMyBody** Independent Affiliate, the customer must return the unused product to that Affiliate for a refund, replacement or exchange, please see **Affiliate's Responsibilities for Customer Refund Policy**. If the customer purchased the product directly from **PrimeMyBody**, the product should be returned to **PrimeMyBody** by following the requirements listed below: (1) Obtain a Return Merchandise Authorization (RMA) number by contacting Affiliate Support during the thirty day (30-day) window by sending an email to support@**PrimeMyBody**.com. Notify Affiliate support what products are being returned and include an order number and date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue.

(2) The product being returned must be in its original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable.

(3) Return the product and the completed and signed RMA form to **PrimeMyBody** at the address found on the RMA form. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. **PrimeMyBody** will not refund any product that is delivered damaged. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the customer returning the product. **PrimeMyBody** will refuse any return shipments sent shipping collect or COD. It is recommended that you chose a shipping method that allows tracking and delivery confirmation. **PrimeMyBody** is not responsible for lost or misdirected shipments. **PrimeMyBody** will not issue a refund for product that they do not receive. It is the responsibility of the Customer to trace, insure or otherwise confirm that **PrimeMyBody** has received the shipment. **PrimeMyBody** will not accept any returns without a RMA number on the exterior of the package.

(4) All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund, exchange or replacement. Refunds will be issued by Company check. If original order was placed using cash, refunds will be issued by Company check, please allow thirty (30) days for processing of all refunds, credit card or cash.

(5) Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product.

(6) Any product returned to **PrimeMyBody** that does not meet these requirements will not be refunded. **PrimeMyBody** will hold product for thirty (30) days before disposing of. It is the responsibility of the Preferred or Retail Customer to make arrangements for the return of said product. **PrimeMyBody** will not pay any return shipping charges, all shipping charges will be the responsibility of the customer.

(7) If the order was placed and processed through the merchant account and NOT shipped, then PrimeMyBody will cancel the order per customers request. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's cost and appropriate set-offs and legal claims, if any.

# Affiliate's Responsibilities for Customer Refunds

When you sell products at retail, you are the primary party responsible for your customer. It is your responsibility to verbally notify any retail or preferred customer of **PrimeMyBody**'s Retail Customer Return Policy. **PrimeMyBody** offers a thirty-day (30-day) refund policy (less shipping and handling) to all retail and preferred customers. The retail customer must come to you for either a replacement product or for a refund. You make the product exchange or refund, and then you obtain a replacement product from **PrimeMyBody** for the returned product. For all returns, exchanges or replacements, shipping costs will be the Affiliate's responsibility. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's original net cost less, shipping / handling costs, appropriate set-offs and legal claims, if any. Affiliate is subject to suspension and / or termination for refusing to refund, exchange or replace a retail or preferred customer requested return. In the event that **PrimeMyBody** must reimburse a dissatisfied retail customer on the behalf of an affiliate, refunds will be deducted from commissions and you may be subject to disciplinary action. All **PrimeMyBody** Independent Affiliates need to follow the following guidelines to receive a refund or replacement product from **PrimeMyBody**.

(1) Obtain a Return Merchandise Authorization (RMA) number by contacting Affiliate Support during the thirty day (30-day) window by sending an email to <u>support@PrimeMyBody.com</u>. Notify Affiliate support the name of the retail customer, what products are being returned and include an order number and date. A copy of the original sales receipt will be required with the return shipment. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue.

(2) The product being returned must be in its original packaging, in a marketable condition, unopened, unaltered (no labels or stickers) and resalable.

(3) Return the product and the completed and signed RMA form to **PrimeMyBody** at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. **PrimeMyBody** will not refund any product that is delivered damaged. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the Independent Affiliate returning the product. **PrimeMyBody** will refuse any return shipments sent shipping collect or COD. It is recommended that you chose a shipping method that allows tracking and delivery confirmation. **PrimeMyBody** will not issue a refund for product that they do not receive. **PrimeMyBody** is not responsible for lost or misdirected shipments. It is the responsibility of the Independent Affiliate to trace, insure or otherwise confirm that **PrimeMyBody** has received the shipment. **PrimeMyBody** will not accept any returns without a

RMA number on the exterior of the package.

(4) All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund, exchange or replacement. Refunds will be issued by Company check. If original order was placed using cash, refunds will be issued by Company check, please allow thirty (30) days for processing of all refunds, cash or credit cards.

(5) Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product.

(6) **PrimeMyBody** will recoup any commissions or other compensation paid when the product that generated that compensation is returned. In order to do so, we will deduct the outstanding amount prior to paying you any further commissions. If your bonus check is insufficient to allow us to recover the compensation through a deduction, **PrimeMyBody** will deduct the compensation amount from the refund amount owed to you.

(7) Any product returned to **PrimeMyBody** that does not meet these requirements will not be refunded. **PrimeMyBody** will hold said product for thirty (30) days before disposing of. It is the responsibility of the Independent Affiliate to make arrangements for the return of said product. **PrimeMyBody** will not pay any return shipping charges, all shipping charges will be the responsibility of the Affiliate.

(8) If the order was placed and processed through the merchant account and NOT shipped, then PrimeMyBody will cancel the order per customers request. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's cost and appropriate set-offs and legal claims, if any.

### **Dispute Resolution**

In the event of a dispute between you and your retail customer, **PrimeMyBody** will determine the facts and resolve the issue. That resolution will be final and not open to appeal. An Affiliate is subject to suspension and / or termination for refusing to refund, exchange or replace a retail or preferred customer requested return. If we elect to make a refund to the retail customer to resolve the dispute, we will deduct the refunded amount from your future commissions.

### **Repetitive Returns or Replacement Policy**

We reserve the right to reject repetitive returns or replacements. If an Independent Affiliate returns or refuses their autoship, **PrimeMyBody** will cancel the Independent Affiliate's autoship.

## **Compensation Adjustment on Returned Items**

**PrimeMyBody** reserves the right to recoup any commissions or other compensation paid when the product that generated that compensation is returned. In order to do so, we may deduct the outstanding amount prior to paying you any further commissions. If your commission is insufficient to allow us to recover the compensation through a deduction, **PrimeMyBody** will deduct the compensation amount from the refund amount owed to you.

## **Return of Marketing Materials, Promotional Items and Sales Kits**

The Affiliate may return unused and unopened marketing materials, promotional items or sales kits if purchased within the previous forty-five (45) days. You may only return items that you personally purchased from **PrimeMyBody**. The refund shall be in the amount of no less than ninety percent (90%) of the Affiliate's original net cost less, shipping / handling costs, appropriate set-offs and legal claims, if any. Items will not be accepted for a refund, if the Company clearly discloses to the Affiliates prior to purchase that the products are seasonal, discontinued, or special promotional products and are not subject to the repurchase obligation.

# All **PrimeMyBody** Independent Affiliates need to follow the following guidelines to receive a refund from **PrimeMyBody**.

(1) Notify Affiliate Support by sending an email to <u>support@PrimeMyBody.com</u> requesting a refund for marketing materials, promotional items or sales kits purchased within the previous forty-five (45) days. A copy of the original sales receipt will be required with the return shipment. Please state the reason for the refund.

(2) Notify Affiliate support what items are being returned and include an order number and date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue.

(3) The items being returned must be in their original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable.

(4) Return the items and the completed and signed RMA form to **PrimeMyBody** at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned.

**PrimeMyBody** will not refund any marketing materials, promotional item or sales kits that are delivered damaged or not in a marketable condition. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the Independent Affiliate returning the items. **PrimeMyBody** will refuse any return shipments sent shipping collect or COD. It is recommended that you chose a shipping method that allows tracking and delivery confirmation. **PrimeMyBody** is not responsible for lost or misdirected shipments.

**PrimeMyBody** will not issue a refund for product that they do not receive. It is the responsibility of the Independent Affiliate to trace, insure or otherwise confirm that **PrimeMyBody** has received the shipment. **PrimeMyBody** will not accept any returns without a RMA number on the exterior of the package.

(5) All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund. Refunds will be issued by Company check. If original order was placed using cash, refunds will be issued by Company check, please allow thirty (30) days for processing of all refunds, credit cards or cash.

(6) Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product.

(7) **PrimeMyBody** will recoup any compensation paid when the items that generated that compensation are returned. In order to do so, we will deduct the outstanding amount prior to paying you any further commissions. If your commission check is insufficient to allow us to recover the compensation through a deduction, **PrimeMyBody** will deduct the compensation amount from the refund amount owed to you.

(8) Any items returned to **PrimeMyBody** that do not meet these requirements will not be refunded. **PrimeMyBody** will hold said items for thirty-days (30) before disposing of. It is the responsibility of the Independent Affiliate to make arrangements for the return of said items. **PrimeMyBody** will not pay any return shipping charges, all shipping charges will be the responsibility of the Affiliate.

(9) Upon receipt of unused, resalable items, **PrimeMyBody** will reimburse you ninety percent (90%) of the net cost of the last purchase price or as otherwise required by law.

(10) If the order was placed and processed through the merchant account and NOT shipped, then PrimeMyBody will cancel the order per customers request. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's cost and appropriate set-offs and legal claims, if any.

### **Resignation Returns**

An affiliate who terminates his or her business relationship with **PrimeMyBody** has the right to return for repurchase currently marketable, unopened and not used inventory, in possession of the Affiliate and purchased by the Affiliate for resale. You may only return product inventory that you personally purchased from **PrimeMyBody** for resale. The Affiliate may return unused, **resalable** inventory purchased within the previous 90 days, based on the Seventy Percent (70%) Resale Rule guidelines. The refund shall be in the amount of no less than ninety percent (90%) of the Affiliate's original net cost less, shipping / handling costs, appropriate set-offs and legal claims, if any. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's commercially reasonable usable or shelf life period has passed; nor shall products be considered "currently marketable" if the Company clearly discloses to the Affiliates prior to purchase that the products are seasonal, discontinued, or special promotional products and are not subject to the repurchase obligation.

# PrimeMyBody will consider any request for refund as the resignation of the Independent Affiliate and their position with PrimeMyBody.

Promotional materials, marketing materials, sales aids and kits can only be returned for a resignation refund if purchased within the previous forty-five (45) days. All **PrimeMyBody** Independent Affiliates need to follow the following guidelines to receive a refund from **PrimeMyBody**.

(1) Notify Affiliate Support by sending an email to <u>support@PrimeMyBody.com</u> requesting a resignation refund for products purchased within the previous 90 days. No exceptions. A copy of the original sales receipt will be required with the return shipment. Please state the reason for your resignation.

(2) Notify Affiliate support what products are being returned and include an order number and date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue.

(3) The product being returned must be in its original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable.

(4) Return the product and the completed and signed RMA form to **PrimeMyBody** at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. **PrimeMyBody** will not refund any product that is delivered damaged or not in a marketable condition. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the Independent Affiliate returning the product. **PrimeMyBody** will refuse any return shipments sent shipping collect or COD. It is

recommended that you chose a shipping method that allows tracking and delivery confirmation. **PrimeMyBody** is not responsible for lost or misdirected shipments. It is the responsibility of the Independent Affiliate to trace, insure or otherwise confirm that **PrimeMyBody** has received the shipment. **PrimeMyBody** will not accept any returns without a RMA number on the exterior of the package.

(5) All procedures and requirements listed here and on the RMA form need to be followed in order to receive a resignation refund. Refunds will be issued by Company check. If original order was placed using cash, refunds will be issued by Company check, please allow thirty (30) days for processing of all refunds, credit cards or cash.

(6) Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product.

(7) **PrimeMyBody** will recoup any commissions or other compensation paid when the product that generated that compensation is returned. In order to do so, we will deduct the outstanding amount prior to paying you any further commissions. If your commission check is insufficient to allow us to recover the compensation through a deduction, **PrimeMyBody** will deduct the compensation amount from the refund amount owed to you.

(8) Any product returned to **PrimeMyBody** that does not meet these requirements will not be refunded. **PrimeMyBody** will hold said product for thirty (30) days before disposing of. It is the responsibility of the Independent Affiliate to make arrangements for the return of said product. **PrimeMyBody** will not pay any return shipping charges, all shipping charges will be the responsibility of the Affiliate.

(9) Upon receipt of unused, resalable items, **PrimeMyBody** will reimburse you ninety percent (90%) of the net cost of the last purchase price or as otherwise required by law.

(10) If the order was placed and processed through the merchant account and NOT shipped, then PrimeMyBody will cancel the order per customers request. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's cost and appropriate set-offs and legal claims, if any.

(11) The enrollment fee of \$39 is non-refundable.