

- 1. Membership.** A Wholesale Customer Membership (“Membership”) allows you to purchase dōTERRA products for personal use at dōTERRA wholesale prices. dōTERRA reserves the right to refuse Membership to any applicant.
- 2. Membership Fee and Renewal.** A Membership fee of \$42.00 CAD is for one 12-month period from the date of enrollment of the Member. Upon the expiration of the 12-month period, a \$30.00 CAD renewal fee for an additional 12-month period will be due at the time of the first order following the expiration of a 12-month period. Memberships renewed after the expiration date will be extended for 12 months from the renewal date. dōTERRA may terminate the Membership for failure to pay the renewal fee or after one (1) year of inactivity.
- 3. Return Policy.**
  - a. *Return of Products Within 30 Days.* dōTERRA will refund one hundred percent (100%) of the purchase prices (plus applicable tax if prepaid) of Currently Marketable products purchased from the Company that are returned within thirty (30) days of purchase, less shipping costs. dōTERRA will provide a product credit of one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on products purchased from the Company not Currently Marketable that are returned by a Member within (30) days of purchase, less shipping costs.
  - b. *Return of Product Within 31 to 90 Days.* From thirty-one (31) days and up to ninety (90) days from the date of purchase, dōTERRA will provide a Product Credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products purchased from the Company that are returned by a Member, less shipping costs.
  - c. *Returns From 91 days to One Year After Purchase.* After 91 days and up to twelve (12) months from the date of purchase, dōTERRA will provide a Product Credit of ninety (90%) or a refund of (90%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products purchased from the Company that are returned, less shipping costs (excludes limited time offers and expired items).
  - d. *Currently Marketable.* Products shall be deemed Currently Marketable if each of the following elements is satisfied: 1) product is purchased from dōTERRA; 2) they are unopened and unused; 3) packaging and labeling have not been altered or damaged; 4) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 5) the product expiration date has not elapsed; and 5) the product contains current dōTERRA labeling. Products shall not be considered Currently Marketable if the Company discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.
- 4. Loyalty Rewards Program.** While a Member has no requirement to purchase products, a Member can ensure that the Member will receive monthly deliveries of dōTERRA products by enrolling in the Loyalty Rewards Program (LRP) after the first month of enrollment. LRP eliminates the inconvenience of placing monthly orders manually. If the Member's LRP Order is at least 50 Personal Volume (PV) points every calendar month, the Member is eligible to receive Product Credits each month. PV is the point value of products purchased by a Member in one calendar month. Not all products will generate PV points and PV does not include purchases of product with Product Credit. The PV of a product is clearly delineated on the Product Order Form. Product Credits are non-cash redeemable points that can be used to purchase dōTERRA designated products. Product Credits are granted as part of the LRP and in the discretion of the Company. After Member has been an LRP participant for 60 days, Member can redeem Product Credits to purchase full PV products. The credits can be redeemed for a \$4.00 CAD fee, by calling 1-800-411- 8151. Products purchased with LRP credits are not for resale, and may not be returned. Redemption orders have no PV and cannot be combined with other product orders. Product Credits have no cash redemption value and are not transferrable. All Product Credits will be cancelled if participation in the LRP program is cancelled or if the Membership is terminated, except for the purpose of enrolling as a Wellness Advocate. A Member's primary LRP order may only be cancelled by calling the Company. Any subsequent LRP order can be cancelled online.
- 5. Resale of Products.** Member agrees that they will not sell dōTERRA products purchased through the Membership.
- 6. Limitation of Liability.** dōTERRA, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as “affiliates”), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If dōTERRA is found to be in breach of the terms and conditions, the maximum amount of damages Member may claim shall be limited to the amount of dōTERRA products that Member personally purchased from the dōTERRA and have remaining on hand.
- 7. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration. This agreement to arbitrate shall survive any termination or expiration of the Contract. Notwithstanding this arbitration provision, nothing herein shall prevent dōTERRA from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect dōTERRA's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- 8. Governing Law/Jurisdiction.** The parties consent to the laws, jurisdiction and venue of the Province of Ontario. I agree that notwithstanding any statute of limitation to the contrary that any claim or action I wish to bring against dōTERRA for any act or omission relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against dōTERRA for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.
- 9. Electronic Communication.** I authorize dōTERRA and its affiliates to communicate with me through electronic mail at the email address provided to dōTERRA. I understand that such email may include offers or solicitations for the sale and purchase of dōTERRA products, sales aids, or services.
- 10. Survival.** Sections 6, 7, 8, 9, and 11 of these terms and conditions, shall survive the termination of the Membership.
- 11. Data.** By creating a Membership with dōTERRA, Member consents to the processing of the personal data contained in Member's Membership and the transfer of such personal data, together with information about the Member's purchase activities, to any of dōTERRA's worldwide subsidiaries and affiliated companies, and to others who are in a sales organization or distribution chain, for the purpose of administering the sales and distribution of dōTERRA's products and providing reports to its Wellness Advocates of sales activity in their sales organizations. Member understands that this personal data may be transferred to recipients in countries other than the country in which the data originally was collected. Those countries may not have the same data protection laws as the country in which Member initially provided the data. If you do not want this personal data processed or transferred as described herein, please do not create a Membership with dōTERRA.
- 12. Amendment.** Member agrees that these terms and conditions may be amended at any time at the sole discretion of dōTERRA, and Member agrees that upon 30 days' notice any such amendment will apply to Member. Notification of amendments will be published in official dōTERRA materials including the Company's official website. The continuation of purchases of dōTERRA products shall constitute Member's acceptance of any and all dōTERRA amendments to the terms and conditions.