

## TERMS OF USE

### 1. Acceptance of Terms

**THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE SITE. BY USING THE SITE YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

dōTERRA Global Limited, or its direct or indirect subsidiaries or affiliates, (collectively “dōTERRA” or “we”, “us”, “our”) provides access to the dōTERRA web sites, located at [www.doterra.myvoffice.com](http://www.doterra.myvoffice.com) and [www.mydoterra.com](http://www.mydoterra.com) (collectively the “Sites”) subject to your acceptance of this dōTERRA Web Site User Agreement (“Agreement”). dōTERRA may update this Agreement from time to time without prior notice to you. We encourage you to review this Agreement periodically for any updates or changes.

By accessing, browsing, framing, using and/or linking to the Sites, you become a User (defined herein in Section 2) and agree to be bound by the terms of this Agreement. This Agreement was last revised on July 1, 2021. When using a particular feature of the Sites, you may also be subject to any posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or other contractual provision as noted. If you are a dōTERRA Wellness Advocate you agree that your use of the Sites is subject not only to these Terms of Use but also to the terms and conditions of your Wellness Advocate Agreement and the Policy Manual. If you are a dōTERRA Wholesale Customer you agree that your use of the Sites is subject not only to these Terms of Use but also to the terms and conditions of your Wholesale Customer Agreement. Except in the case of the Wholesale Customer Agreement, or the Wellness Advocate Agreement and Policy Manual, in the event of a conflict between any other agreement, rule, policies, or terms of service and this Agreement, the provisions of this Agreement shall govern. If you have any questions about this User Agreement please contact dōTERRA by e-mail at [service@doterra.com](mailto:service@doterra.com) before using the Sites.

We will communicate with you by email or by posting notices on the Sites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### 2. Types of Users

Any person accessing, browsing, or otherwise using the Sites, either manually or via an automated device or program, shall be deemed a “User” under this Agreement. By accessing the Sites and becoming a User you certify that you are 18 years of age or older. If you are under the age of 18 but are at least 16 years old you may use the Sites only under the supervision of a parent or legal guardian who has agreed to be bound by these Terms of Use.

### 3. Privacy

You acknowledge that you have read and understand the terms of dōTERRA’s Privacy Policy at <https://www.doterra.com/US/en/doterra-europe-online-privacy-notice-english> which sets forth how we processes personal data in connection with your use of the Sites, including the types of data collected,

the purposes for which these data are processed, the parties with whom the data may be shared, and your rights with respect to the processing of the data .

#### **4. Use of the Sites; Modifications**

(a) You understand that dōTERRA cannot and does not guarantee or warrant that files available for downloading from the Sites will be free of infection or viruses, worms, Trojan horses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining means external to the Sites for the reconstruction of any lost data.

(b) dōTERRA reserves the right to add to, modify or discontinue the Sites or portions of the Sites at any time in its sole discretion. Any such additions, modifications or discontinuations will be subject to these Terms of Use.

(c) dōTERRA Wellness Advocates. dōTERRA Wellness Advocates (“Wellness Advocates”) are independent third party contractors of dōTERRA and dōTERRA is not responsible or liable for the statements, acts or omissions of such Wellness Advocates, whether in connection with the Sites or in any other context. You acknowledge and agree that dōTERRA has no control over, and is not responsible or liable for any information, in any medium, provided to you by a Wellness Advocate. dōTERRA does not confirm the accuracy or reliability of any materials created or distributed by Wellness Advocate in any medium, including, but not limited to, the internet.

#### **5. System Integrity**

You may not use any device, software or routine to interfere with the proper working of the Sites. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Sites including but not limited to unsolicited e-mail (i.e. “Spam”).

#### **6. RISK; INTERNET USE**

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORIZED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.

#### **7. NO WARRANTIES**

dōTERRA DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITES, THE SITES CONTENT, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SITES OR ON THE INTERNET GENERALLY, UNLESS SPECIFICALLY STATED ON THE SITES FOR A PARTICULAR PRODUCT OR SERVICE AND dōTERRA SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE

ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY TRANSACTIONS ENTERED INTO THROUGH THE SITES. SOME STATES MAY NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

dōTERRA DOES NOT WARRANT THAT THE SITES OR SERVICES WILL MEET USER REQUIREMENTS, OR THAT THE SITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITES WILL BE CORRECTED. THE SITES AND THE CONTENT AND SERVICES MADE AVAILABLE ON THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

## **8. System Outages**

dōTERRA periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. dōTERRA shall have no liability whatsoever for the resulting unavailability of the Sites or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, nondelivery of information caused by such system outages, or any third party acts or any other outages of web host providers or the Internet infrastructure and network external to the Sites.

## **9. Indemnification**

You agree to indemnify, defend and hold dōTERRA and its parent company, affiliates, subsidiaries, officers, directors, employees and agents harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including actual attorneys' fees) resulting from (i) your use, misuse or abuse of the Sites, (ii) your misuse of services or goods provided through the Sites, or (iii) your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in dōTERRA's defense of any claim. dōTERRA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of dōTERRA.

## **10. Intellectual Property**

The contents of the Sites, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the “Content”) is the property of, or licensed to, dōTERRA Holdings LLC and/or its affiliates or partners, 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 Sites solely for your personal non-commercial use or your non-commercial use within your organization or as otherwise permitted. Unless you are a Wellness Advocate, no portion of the Content may be reprinted, republished, modified, or distributed in any form without the express written permission of dōTERRA. If you are a Wellness Advocate, your right to use Allowed Content is governed by Section 12 of the Policy Manual. Aside from permissible use by a Wellness Advocate, you may not, and this Agreement does not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, license or create derivative works with respect to the Sites. 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 Sites or the

Content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by dōTERRA.

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of dōTERRA or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or rights under any dōTERRA copyright.

## **11. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL dōTERRA OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (I) THE USE OF OR INABILITY TO USE THE SITES (II) THE COST OF PROCUREMENT OF SUBSTITUTE MERCHANDISE OR SERVICES RESULTING FROM ANY MERCHANDISE, DATA, CONTENT OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITES; OR (V) ANY OTHER MATTER RELATING TO THE SITES. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITES. IN NO EVENT SHALL dōTERRA'S TOTAL CUMMULATIVE LIABILITY UNDER THESE TERMS EXCEED THE LESSER AMOUNT OF ANY FEES PAID, IF ANY TO dōTERRA FOR THE USE OF THE SITES BY YOU, OR \$50. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE LEAST AMOUNT PERMITTED BY LAW. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT INURE TO THE BENEFIT OF dōTERRA, OUR PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND TO ALL OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS.

## **12. Your Account Obligations**

In consideration of your use of the Sites you agree to: (i) provide true, accurate, and current and complete information about yourself or your organization as prompted by the Sites (the "Registration Information"); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the Sites and future access to the Sites. You are responsible for maintaining the confidentiality of your password and account number, and are fully responsible for all activities that occur under your account number and password. You agree that your password may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your passwords or account identification information to third parties. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. dōTERRA shall not, in any manner, be responsible or liable for fraudulent purchases that are made using your compromised password.

## 13. Purchases and Product Pricing

(a) Product Purchases and Pricing. All billing and other information submitted to this Sites must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use, and, if you are a Wellness Advocate, may also be a breach of your Wellness Advocate 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, dōTERRA shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. dōTERRA shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and the User's credit card charged. dōTERRA 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 canceled, dōTERRA shall immediately issue a credit to your credit card account in the amount of the charge.

dōTERRA attempts to be accurate in all product descriptions. Nevertheless, dōTERRA does not warrant that any product description or other content on the Sites is accurate, complete, reliable, current, or error free. If you find a product is not as described your sole remedy is to return it pursuant to dōTERRA's return policy.

dōTERRA reserves the right, with or 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 service, (d) refuse to provide any User or customer with any services.

(b) Promotions. This Sites may contain contests or promotions that require you to send material or information about yourself or your distributorship in order to participate. Please note that any such contest or promotion offered through the Sites may be governed by a separate set of 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 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.

(c) Refunds. The primary purpose of dōTERRA and its distributors is to sell high quality products to customers. If you desire to return a dōTERRA product, then please consult the return policies, which may be found in your applicable policy manual if you are a Wellness Advocate or your terms and conditions if you are a Wholesale Customer.

(d) Any claim or cause of action with respect to this Sites must be commenced within one year after the claim arises. Price and availability of any dōTERRA Product or Service may be changed at any time without notice.

## **14. No Endorsement of Content and Links to Other Web Sites**

Any links to other sites are provided as merely a convenience to the Users of the Sites. The Sites may provide links or references to other sites but dōTERRA has not reviewed all of 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. dōTERRA 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 the Sites, you do so entirely at your own risk.

## **15. Linking and Framing the Sites**

Unless a User has a written agreement in effect with dōTERRA that states otherwise, a User may only provide a hyperlink to the Sites on another web site if the User complies with all of the following: (a) the link must be a text-only link clearly marked "dōTERRA" or the link must "point" to the URL <http://www.doterra.com> and not to other pages within the Sites; (c) the link, when activated by a User, must display the Sites full-screen and not within a "frame" on the linking web site; and (d) the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with the dōTERRA name and trademarks or create the false appearance dōTERRA is associated with, or a sponsor of, the linking web site. By providing this consent, dōTERRA is not foregoing its ownership or rights in any trademarks, copyrights, patents or any other forms of intellectual property associated with the Sites. dōTERRA reserves the right to revoke its consent to any link at any time in its sole discretion.

## **16. Governing Law**

This Agreement and access to the Sites shall be governed by and construed in accordance with the law of the state of Luxembourg.

## **17. Choice of Forum**

(a) dōTERRA Wellness Advocates and Wholesale Customer Program Participants. If you are a dōTERRA Wellness Advocate or a wholesale customer then any dispute arising out of or relating to the use of the Sites or purchases of services made through the Sites will be resolved through the arbitration procedure set forth in the Policy Manual or your agreement with the company.

(b) Other Users. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Luxembourg for any litigation arising out of or relating to use of the Sites or purchases of services made through the Sites (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 Luxembourg not to plead or claim in any court that such litigation brought therein has been brought in an inconvenient forum.

## **18. Location of Users**

The materials in the dōTERRA Sites are presented solely for the purpose of promoting the dōTERRA opportunity and the dōTERRA products available in your country of residence. THE PRODUCTS PROMOTED

ON THE dōTERRA SITES ARE NOT FOR SALE OUTSIDE OF YOUR COUNTRY OF RESIDENCE. dōTERRA makes no representation that materials contained in the dōTERRA Sites are in compliance with the laws of jurisdictions outside of your country of residence. Individuals who choose to access the dōTERRA Sites from countries outside of their country of residence do so on their own initiative and for information purposes only.

## **19. User Feedback**

Should any User respond to dōTERRA with information including feedback, such as questions, requests, opinions, comments, suggestions, or the like regarding the content of any dōTERRA document, the Sites, or dōTERRA services, such information shall be deemed to be non-confidential and dōTERRA shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. dōTERRA shall be free to use any ideas, concepts, know how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

## **20. Acceptable and Lawful Use of the Sites**

Any information provided to dōTERRA in connection with use of the Sites: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain any viruses, Trojan horses, worms or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libelous, unlawfully threatening or harassing; and (f) shall not create liability for dōTERRA or cause us to lose the services of our Internet service providers or other suppliers. The sender of any communications to this Sites or otherwise to dōTERRA shall be responsible for the content and information contained therein, including its truthfulness and accuracy. This Sites is provided as a service to its visitors. dōTERRA reserves the right to delete, modify or supplement the Content of this Sites at any time for any reason without notification to anyone.

## **21. Severability**

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

## **22. Headings**

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

## **23. No Waiver**

Any delay or failure by you or dōTERRA, at any time or times, to require performance of any provision hereof shall in no manner affect your or dōTERRA's right at a later time to enforce such provision. No

delay or failure of you or dōTERRA in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

## **24. Entire Agreement, Updates and Modifications**

This Agreement and any documents expressly incorporated by reference constitute the entire agreement between dōTERRA and you pertaining to the subject matter hereof. In its sole discretion, dōTERRA may unilaterally amend or modify this Agreement or any other documents referenced herein at any time by posting on the Sites. Any amended or modified terms will be effective upon posting. Continued use of the Sites constitutes acceptance of any modified terms and conditions. If you have any questions about this Agreement, contact us at [service@doterra.com](mailto:service@doterra.com)

## **25. Assignment**

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of dōTERRA, except pursuant to the sale of your business, or all or substantially all of its assets. dōTERRA may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

## **26. Third Party Beneficiary Rights**

No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

## **27. Termination**

dōTERRA may immediately issue a warning, suspend or terminate your access to the Sites for breach of this Agreement (or any other agreement or policy incorporated by reference herein), or if we are unable to verify or authenticate any information you provide to us, or for any other reason in our discretion. You may terminate your account by contacting [service@doterra.com](mailto:service@doterra.com) or by calling the telephone number provided for your country on the contact page [insert link to page]. If you terminate your account you must terminate any use of the Sites. In the event these Terms of Use are terminated, the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms of Use will survive.

## **28. Policy Regarding Copyright Infringement and Designation of a Copyright Agent**

dōTERRA's policy regarding copyright infringement and dōTERRA's designated agent for receipt of copyright infringement claims pursuant to the Digital Millennium Copyright Act (17 USC § 512) is set forth below:

### **dōTERRA COPYRIGHT NOTICE**

dōTERRA Holdings LLC, and its parents, affiliates, and subsidiaries ("dōTERRA") respect the intellectual property rights of others and requires those who visit our Sites to do the same. dōTERRA may, in appropriate circumstances and at its discretion, remove or disable access to material on its Sites that



infringes upon the copyright rights of others. dōTERRA also may, at its discretion, remove or disable links or references to an online location that contains infringing material or infringing activity.

If you believe that your work has been used on our Sites in any manner that constitutes copyright infringement, please notify dōTERRA's copyright agent by written notice. The notice should include the following information:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- A description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or the web page address where the copyrighted work may be found;
- Identification of the location on our Sites of the material you claim has been infringed, or the link or reference to another web site that contains the material you claim has been infringed;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and
- A statement by you, under penalty of perjury, that the information in this notification is accurate and that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

dōTERRA's copyright agent for notice of claims of copyright infringement on the Sites is Helen Anderson, who can be reached as follows:

By mail:

dōTERRA

Attn: Legal Department

389 West 1300 South

Pleasant Grove, Utah 84062

By email:

[handerson@doterra.com](mailto:handerson@doterra.com)

By telephone:

+1 (800) 411-8151

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