

IT WORKS! LOYAL CUSTOMER AGREEMENT TERMS & CONDITIONS CANADA

IW Marketing International Canada ULC shall be referred to as "It Works!" or "the Company" throughout this Agreement. Where a customer has elected to become an It Works! Loyal Customer, they agree to the following terms and conditions:

I. GENERAL TERMS

- 1. The It Works! Loyal Customer Agreement allows a customer to enjoy Loyal Customer pricing on all orders.
- 2. There are two different ways to become a Loyal Customer. (1) You can make a minimum commitment to three (3) consecutive months of autoshipment orders. (2) You can enrol by paying a non-refundable \$60 Membership Fee and placing a single order for product.
- 3. A Loyal Customer must be at least 18 years of age as our products are intended for use by adults only.
- 4. Autoshipment orders may be changed online by logging into the Loyal Customer account at www.itworksca.com and submitting a support ticket, or by calling the local Customer Support number. All autoshipment changes must be completed at least two (2) business days prior to the next autoshipment process date.
- 5. The Loyal Customer may order products in addition to their autoshipment order at any time and receive Loyal Customer pricing.
- 6. The Loyal Customer placing three (3) consecutive months of successful autoshipment orders may cancel their autoshipment order at any time after the three (3) month minimum commitment has been fulfilled. The Loyal Customer is still considered a member of the Loyal Customer Agreement and will receive Loyal Customer pricing on all future orders.
- 7. The autoshipment will continue to run every month until the Loyal Customer contacts It Works! to change or end their autoshipment. To end participation in the Loyal Customer Agreement after the three (3) month commitment has been fulfilled, Loyal Customers can log into their account at www.itworksca.com and submit a support ticket, or call their local Customer Support number.
- 8. Loyal Customers who cancel their autoshipment prior to completing the three (3) month minimum commitment will be charged a \$60 Membership Fee. Payment of this \$60 Membership Fee does complete the Loyal Customer Agreement and you will receive Loyal Customer pricing on all future orders.
- 9. If a Loyal Customer wishes to upgrade to a Distributor and has completed the Loyal Customer Agreement or the Loyal Customer has paid the \$60 Membership Fee, then the Loyal Customer is free to enrol as a Distributor under whomever they choose. If a Loyal Customer wishes to upgrade to a Distributor and has NOT completed the Loyal Customer Agreement and they want the Membership Fee to be waived, the Loyal Customer must enrol under the same Distributor that the Loyal Customer account is under.

II. IT WORKS! PRODUCT REFUNDS AND RETURNS POLICY

It Works! consumer goods come with guarantees that cannot be excluded by relevant Canadian Laws and Regulations. Purchasers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Purchasers are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- 1. As It Works! products produce different results for different people, It Works! does not guarantee specific results nor offer a money back guarantee. The Loyal Customer should follow the directions with each product received.
- 2. To receive a refund, all products must be packaged and post-marked within thirty (30) days of the ship date and the Loyal Customer is responsible for all shipping costs. All items must be in an unopened and "new"



condition.

- 3. When returning an order, the Loyal Customer must use a traceable shipping method. It Works! is not liable nor responsible for the shipping costs of returned products or any return shipments that may be lost in transit to the Returns Processing Centre.
- 4. To receive a replacement product or a refund on incomplete or defective product, the Loyal Customer must report the matter within sixty (60) days from the date of delivery and the incomplete or defective product must be made available for inspection at the Returns Processing Centre.
- 5. Refused orders are defined as orders that are refused upon delivery, returned to sender, undeliverable or that have an insufficient address. In Canada, a refused order is assigned a \$10 refusal fee that is deducted from the return order processing. Refusal fees are applied to orders to offset return shipping costs and return processing charges. Refused orders could take up to ninety (90) days to reach the Returns Processing Centre.
- 6. Loyal Customers who did not pay the \$60 Membership Fee at enrolment must complete the three (3) month autoshipment agreement. It Works! will deduct the \$60 Membership Fee on any returned order that causes the Loyal Customer's completed order count to fall below three. If the full amount of the Membership Fee cannot be deducted from the return, the Loyal Customer account will be cancelled and no refund given.
- 7. Returning an order to It Works! will not automatically cancel the Loyal Customer's monthly autoshipment orders. Autoshipment orders can be cancelled through the Loyal Customer's online account at www.itworksca.com by submitting a ticket, or by calling the local Customer Support number. All autoshipment changes must be completed at least two (2) business days prior to the next autoshipment process date.
- 8. The full value of items kept from a stocked package (several products grouped under one item name/number) will be deducted from the refund on the returned order.
- 9. Once the returned order is received and inspected at the Returns Processing Centre (usually within 10 business days), a refund will be processed to the original credit card used at the time of purchase. Depending on the credit card company, it may take an additional 2-10 business days after a refund is applied for monies to post to the Loyal Customer's account.
- 10. All returns must be accompanied with the original, or a copy of the original, packing slip.
- 11. Returns can take up to thirty (30) business days from being received at the Returns Processing Centre to be refunded.
- 12. To exchange products, Loyal Customers can log into their online account and submit a ticket or call Customer Support within thirty (30) days of delivery to specify which product they would like to return and which products they would like to purchase as an exchange. Exchange orders should be placed <u>prior</u> to the Loyal Customer returning their original items for exchange and refund and to avoid interruption of autoshipment services.

PRODUCTS MUST BE RETURNED TO:

IW MARKETING INTERNATIONAL CANADA ULC C/O MMP Enterprises 1520 Creditstone Road Concord, ON L4K 5W2

III. IT WORKS! PERKS POINTS PROGRAM

- 1. Perk Points will be earned on all Loyal Customer orders while the Loyal Customer remains active in the autoship program.
- 2. Perks Points will be earned on the Loyal Customer price of the entire order, excluding taxes and shipping. The Perks Points earned will equal 10% of the pre-tax, pre-shipping cost of the order. For example, if the cost of the order before taxes and shipping was \$100, the Loyal Customer would earn 10 Perks Points.
- 3. Discounted, promotional pricing and 0 BV products will not earn Perks Points.



- 4. After six (6) consecutive months of receiving an autoshipment order, the Loyal Customer will receive an additional 50 Perks Points. After twelve (12) consecutive months of receiving an autoshipment order, the Loyal Customer will receive an additional 150 Perks Points.
- 5. Perks Points may be redeemed on non-autoshipment orders only after completing the Loyal Customer Agreement.
- 6. Perks Points may not be used on zero (0) BV items or for taxes or shipping costs. Taxes and shipping costs will be based on the Loyal Customer price of the order.
- 7. Perks Points have no cash value. One (1) Perks Point equals \$1 product credit.
- 8. Perks Points will be calculated on official orders only. Returned orders will subtract from the Perks Points total.
- 9. If a Loyal Customer cancels their autoshipment after becoming eligible to redeem Perks Points, they have thirty (30) days from their last successfully processed autoshipment order to redeem any available Perks Points. All Perks Points remaining after the thirty (30) days will be lost.
- 10. Loyal Customers cannot earn Perks Points if living in the same household as their enroling Distributor.

Canada Customer Support:

1-(855) 560-1020 English Support Only

Customer Support Hours of Operation:

(Hours are based on the Central Standard time zone for Manitoba, Canada)

Monday – Friday: 6:30 to 20:00 CST Saturday & Sunday: 8:30 to 17:00 CST

PLEASE NOTE: LOYAL CUSTOMERS MAY PURCHASE PRODUCT FOR PERSONAL USE ONLY AND MAY NOT RESELL THE PRODUCT FOR ANY REASON. ONLY IT WORKS! INDEPENDENT DISTRIBUTORS ARE AUTHORISED TO SELL IT WORKS! PRODUCT. LOYAL CUSTOMERS FOUND TO BE SELLING OR ADVERTISING IT WORKS! PRODUCTS FOR PURCHASE WILL IMMEDIATELY HAVE THEIR RIGHTS TO BUY PRODUCTS TERMINATED.

JANUARY 2017