

SUNRIDER CUSTOMER AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE REGISTERING TO BECOME A SUNRIDER CUSTOMER ("Customer"). This Agreement is made between The Sunrider Corporation d.b.a. Sunrider International ("Sunrider") and you. This Agreement sets forth the terms and conditions for becoming a Customer, for your use of this website, and for your purchase and use of Sunrider® products. You must be at least 18 years old to become a Customer.

Your use of Sunrider's web site, including all web pages and all information, data, text, software, information, images, or other materials contained therein, or your use or purchase of any Sunrider® products or services, confirms your acceptance of this Agreement.

1. This Agreement shall be deemed accepted by Sunrider when Sunrider issues an e-mail confirmation to you. The term of this Agreement is 12 months from the date Sunrider issues its e-mail confirmation and will automatically renew every 12 months thereafter unless your Customer account becomes inactive. In order for your Customer account to remain active and thereby be automatically renewed, you agree to purchase at least \$200 of Sunrider® products every 12 months. By maintaining an active account, you agree to abide by all of the terms and conditions of this Agreement, including Sunrider's right to modify any portion of this Agreement in its sole discretion without notice.
2. Customers are limited to one Customer account per household and/or business. If a husband and wife desire to become Customers, they must do so as a single Customer account.
3. Sunrider reserves the right to refuse to issue a Customer account to any applicant, and Customer accounts are revocable at Sunrider's sole discretion without cause.
4. Customer accounts are subject to all rules adopted by Sunrider, and Sunrider may amend the rules from time to time without notice.
5. Sunrider does not make any claims or representations that Sunrider® products can be used to diagnose, treat, cure, mitigate or prevent any disease.
6. Customers acknowledge and agree that Sunrider's intellectual property and proprietary information, including trademarks, tradenames, copyrighted materials, and distinctive phrases or marks are solely owned by Sunrider. Customers shall not acquire any right to any goodwill, trademark, trade-name, copyright, trade secret, or any other form of intellectual property of Sunrider, by reason of their participation as Customers or any other relationship with Sunrider.
7. You understand and agree that your purchase of Sunrider® products is for personal consumption only and that Sunrider® products cannot be resold by you to any other person whether on the Internet, at flea markets, through newspaper ads, direct sales or by any other means. If you are interested in selling Sunrider® products, you may contact the Business Service Dept. at (310) 781-8096 to learn more about Sunrider's business opportunity. You understand that if you decide to participate in the Sunrider business opportunity, this Agreement will be superseded by the applicable Independent Business Owner (IBO) Agreement.
8. To order products, Customers can shop on-line or order by visiting the Pick-Up Center at the Sunrider World Headquarters in Torrance, CA.
9. Sunrider accepts MasterCard, VISA and Discover Card. Only a Customer who is an authorized signatory on the relevant credit card account may place orders using such cards.
10. A complete street address with a current phone number is necessary to ensure prompt delivery of product shipments. Sunrider will assess a 10% processing fee for all undeliverable or refused shipments. Sunrider will make every effort to ensure prompt delivery but cannot be held responsible for delayed shipments. Customers must confirm 1) that the product received matches the product listed on the shipping invoice, and 2) that the product is not damaged. For shipping inquiries or lost orders, please contact the Sunrider Business Service Dept. at (310) 781-8096.
11. 14 Day Return Policy: Customers may return products to Sunrider for reimbursement if they send the products, the original packing materials and shipping invoice to Sunrider within 14 days of receipt. Prior to the return of any products, Customers must contact the Sunrider Business Service Dept. for a Return Merchandise Authorization number (RMA). The RMA must be written clearly on the shipping invoice that accompanies the returned products and original packing materials. If the return is due to a shipping discrepancy or product damage, Sunrider has the option, in its sole discretion, to provide a refund or send replacement products. Failure to submit a request for reimbursement within 14 days of receipt will result in denial of the claim. Returns should be sent by common carrier. Sunrider will reimburse the Customer for the purchase price of the products minus any applicable processing fees and/or research fees. Sunrider will reimburse postage if the Customer includes a copy of the invoice with postal receipt.
Sunrider cannot be held responsible for product return information that is illegible, incomplete or incorrect. If such a return is processed, the Customer will be charged a \$25 per hour research fee, with a minimum fee of \$25.
If a product is not damaged or defective, but is returned due to Customer dissatisfaction, Sunrider will not process a future order by that Customer for the same product.
12. Governing Law and Jurisdiction: Any dispute or claim arising out of or relating to (i) this Agreement, (ii) your use of Sunrider® products, or (iii) your relationship with Sunrider or its officers, directors, agents, employees or IBOs, will be governed by the laws of the State of California, without giving effect to its conflicts of law principles. You and Sunrider consent to the exclusive jurisdiction of the United States District Court for the Central District of California (Western Division) and any California Superior Court located in Los Angeles County, California for the purpose of all legal actions and proceedings arising out of or relating to (i) this Agreement, (ii) your use of Sunrider® products, or (iii) your relationship with Sunrider or its officers, directors, agents, employees or IBOs.
13. If any portion of this Agreement is held to be unenforceable, the rest of the Agreement will continue to apply. Any failure by Sunrider to enforce any provision of this Agreement does not waive Sunrider's right to enforce the same provision in the future.
14. You may cancel this Agreement within 15 days of execution by notifying Sunrider in writing. Upon cancellation, you will be entitled to a refund of all payments required by this Agreement, provided all items are returned to Sunrider in marketable condition.
15. You hereby grant Sunrider consent to periodically forward to your e-mail address on file various promotional and advertising materials regarding Sunrider's products, services, marketing plan and other business related items.

Initials

Date