

# LifeVantage Privacy Policy and Web Use Agreement

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Thank you for visiting our website (“Site”). As used herein, the terms “LifeVantage”, “our,” “we,” and “us” mean LifeVantage Corporation and/or its subsidiaries. We will update this LifeVantage Privacy Policy and Website Use Agreement (“Policy”) from time to time without prior notice and encourage you to review this Policy periodically for any updates.

**YOUR USE OF OUR SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THEM CAREFULLY BEFORE USING THE SITE. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, YOU MUST NOT USE OUR SITE. IF YOU ARE A CUSTOMER AND/OR CONSULTANT, YOU ARE BOUND BY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN YOUR APPLICABLE LIFEVANTAGE CUSTOMER AGREEMENT AND/OR LIFEVANTAGE CONSULTANT AGREEMENT AND/OR ANY OTHER AGREEMENTS YOU HAVE ENTERED INTO WITH US.**

We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures, or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You are granted a limited, nonexclusive, nontransferable license to access the Site and its content in accordance with this Policy. By accessing this Site and becoming a User, you certify that you are 18 years of age or older. If you are under the age 18, you may use our Site only with the involvement of a parent or guardian who has agreed to be bound by this Policy.

Our Site is hosted in the United States of America (“USA”) and contains information that is appropriate for access and use in the USA. While we provide specific information for LifeVantage Authorized Country markets, we make no representation that any materials on the Site are appropriate or available for use outside the USA or those designated LifeVantage Authorized Country markets. Any references on the Site to specific products or services are applicable only to those available in the USA and/or other authorized LifeVantage country markets. Any who access this Site from locations outside the USA do so according to their own initiative and are responsible for compliance with their local laws.

LifeVantage is committed to safeguarding and protecting the privacy its users, consultants and customers and this Policy informs you about the types of information we may collect about you when you visit our Site and how we may use that information as well as other terms and conditions of your use.

LifeVantage collects either Personal Information or anonymous General Information (defined hereafter) on the Site.

“Personal Information” is defined herein as any information that relates directly or indirectly to an identified or identifiable living individual or where applicable, legal entity. Personal Information may include name, address, e-mail address, telephone number, an IP address, credit card information, preferences, age, gender, occupation, etc. Please note that it is your choice whether to share Personal Information via the Site.

**Personal Information that we collect includes the following categories:**

- **Contact information:** such as name, title, address, email address and telephone number;
- **Biographical information:** such as gender, birthdate, nationality, photograph or videos containing your image, occupation and information about family life (excluding special categories of Personal Information) including family, children, hobbies and interests;

- **Identification information:** such as passport number, permanent resident identification number, social security number, tax identification number and any other identification details and documents and photocopies of the aforesaid identification documents, to the extent permissible under applicable laws; documents and photocopies of the aforesaid identification documents, to the extent permissible under applicable laws;
- **Registration Information:** such as newsletter requests, event/incentive trips registrations, subscriptions, downloads, and username/passwords, Personal Information requested in sign-up or registration forms, and related information such as feedback and survey responses;
- **Billing and financial information:** such as bank account details, credit/debit cards details, copy of bank account statement and any information required to verify and/or process payment transactions;
- **Product information:** such as your purchase history, details of products that we have sold to you, product returns, preferred products;
- **Special categories of Personal Information:** in limited circumstances we may collect special categories of Personal Information such as that related to racial or ethnic origin or your health;
- **When you use the DataTrax system,** we may collect Personal Information related to your use of such equipment when you enter this system;
- **Other Information:** any other Personal Information you voluntarily provide to us. For instance, when you choose to provide us with Personal Information of your family members when completing our online form that contains a dedicated field for this purpose, or when you provide such Personal Information to our customer service;
- **When you create a LifeVantage account,** we will collect, or ask you to provide your contact information, some biographical information and other relevant information, as well as your communication preferences;
- **When you place an order for products or services or return products,** we collect Personal Information (such as name, contact and billing information, credit card, and other transaction or relevant information) and we use this information to deliver your order, process payment, and to communicate with you about the status of your order. We will provide information necessary to the delivery of your order to our shipping partners to include the type of products ordered;
- **When you register to our newsletter and/or to one of our online services,** we will collect, or ask you to provide your contact information and other relevant information including registration Personal Information, as well as your communication preferences;
- **When you otherwise interact with LifeVantage,** for instance by contacting our customer service. In this case, we will collect the Personal Information you provide to us at your own initiative and any Personal Information we need to help resolve your query. If you call our call centers, we will record the call, as legally permitted;
- **When you sign up to become a LifeVantage Consultant,** we will collect, or ask you to provide your financial and business information and other relevant information which may include identification information and additional biographical information;
- **When you register to attend one of our events/incentive trips,** we will collect, or ask you to provide your and your guest's contact and identification information, and other relevant information including biographical information, registration, billing and financial information;
- **When you use our Mobile Application (App),** we will also ask you to provide information relevant to the App, which may contain ethnicity and health information, if such Personal Information is necessary to provide you with the functionality you request using the App;
- **When you report an adverse event or health issue,** we will collect, or ask you to provide your contact information, as well as information regarding the adverse event or health issue which may contain health information; and
- **Most of the Personal Information that we collect** about you will be information that you provide to us directly. In some circumstances we may also receive Personal Information about you from our customers, consultants or individuals who provide us with your Personal Information (such as your family members), from individuals or companies providing services to us or from third-party sources that may include publicly available sources of information.

We expect, and you agree that the Personal Information that you communicate to us is correct and that, if your Personal Information requires updating, you will promptly inform us.

We process your Personal Information based on the following legal grounds, as permitted by applicable laws: (i) to fulfill our obligations under an agreement and/or contract with you, or to take steps prior to entering into an agreement/ contract with you, (ii) to comply with a legal obligations, (iii) when it is in our legitimate business interest to use your Personal Information, or (iv) based on your consent.

We acknowledge your trust and are committed to take reasonable steps to protect Personal Information you provide online from loss, misuse, and unauthorized access. We employ physical, electronic, and managerial processes to safeguard and secure your information.

Our legitimate business interests include operating, evaluating and improving our business; preventing and protecting us and others against fraud, unauthorized transactions, claims and other liabilities; and ensuring compliance with our policies and industry standards. For companies like LifeVantage that have global business operations, processing your Personal Information for internal administrative purposes is typically also considered a legitimate business interest. As required under the law, we have carefully balanced our legitimate business interests against your privacy rights.

We will only process special categories of Personal Information (e.g., race or ethnicity; health-related information) in exceptional circumstances and where we have a legal basis to do so (e.g., your explicit consent).

**We may disclose your Personal Information to:**

- other LifeVantage entities, including directors, employees, agents, and representatives thereof for operational, management, administrative, supervisory or evaluative or educational purposes;
- lawyers, auditors, financial advisors, and other third-party service providers in connection with their services to LifeVantage;
- suppliers and service providers including but not limited to shipping and delivery services providers, telecommunication services providers, payment services providers, event organizers, travel agencies and insurance companies;
- any applicable regulatory, statutory, governmental or other relevant authorities, agencies or bodies and industry regulators, and any other person to whom LifeVantage is compelled, required or permitted to do so by law, rules or regulations, legal process or litigation;
- any person pursuant to any order of a court of competent jurisdiction or comparable legal process; and
- if you are a consultant or a customer, we may transfer your Personal Information to your upline consultants and/or sponsor when we determine it necessary to ensure proper upline support or for consultant educational purposes.

In such disclosure circumstances, we will take reasonable steps to ensure that any third-party recipients agree to reasonable security mechanisms to protect your Personal Information.

We do not disclose your Personal Information to third parties for the third parties' own direct marketing purposes. You have certain rights regarding how we use and keep your Personal Information.

**These are:**

- Disclosure. You have the right to know what Personal Information has been collected about you and shared with others;
- Deletion. Subject to certain exceptions, you have the right to request that your Personal Information be deleted;
- Opt-Out. If we were to sell your Personal Information, you have the right to ask us Not to Sell it; and
- Nondiscrimination. You have the right not to be discriminated against for exercising your rights.

You can exercise the above rights, where applicable by contacting us utilizing the contact information provided within this Policy. We will respond to any of your requests to exercise these above consumer rights within the period prescribed by applicable laws.

At our discretion, we may require you to prove your identity before providing the requested information. This is to ensure that your Personal Information is disclosed only to you. We may not be able to appropriately handle your request, if you decide not to provide us with the Personal Information that we need to handle your request.

Except as disclosed in this Policy, we do not sell, trade, rent, or otherwise retransmit any Personal Information we collect online unless we have your permission. Any Personal Information you provide to us will be stored in our US databases or with our third-party vendors who process our credit card and related operational transactions in the United States of America..

LifeVantage may disclose certain Personal Information to third-party vendors, as necessary, to provide you with your requested product or service and to third parties who provide various services to LifeVantage, all of which must adhere to this Policy.

To assure the highest level of personal service to our consultants and customers, we may share Personal Information about you (excluding credit card information and certain order details) with your servicing consultant, who is also bound by this Policy

We take special care to protect the privacy needs of children. Our Site does not target and is not intended for children under the age of 18, and we will not knowingly collect Personal Information from them. You must be at least 18 years old to be a customer and/or consultant.

We will provide required Personal Information in response to a lawful court order, subpoena, or government investigation. We also reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful. We may release Personal Information when we believe that such release is reasonably necessary to enforce contracts and/ or agreements or to protect the rights, property, and safety of others and ourselves.

Credit card information collected at registration or for shopping cart orders is used only to process payment for the transaction and, generally, is not retained on our Site. You may, however, voluntarily elect to securely store personal credit card information for use in future orders on your web browser. You may add, edit, and delete your stored card information at any time.

All billing and other information submitted to this Site must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of this Policy and may also be a breach of any applicable **LifeVantage Customer Agreement** and/or **LifeVantage Consultant 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.

General Information refers to website use information that cannot be traced back to a specific individual, e.g., the total number of visitors to our Site. When you visit our Site or use our App, we automatically collect, store and use technical information about your equipment and interaction with our Site and App (defined as "General Information"). This General Information Site use information, e.g., the total number of visitors to our Site, cannot be traced back to a specific user.

It is sent from your computer or personal device to us using a variety of cookies and other technical means. Some web browsers may transmit "do-not-track" signals to websites with which the browser communicates. Our websites do not currently respond to these "do-not-track" signals.

Certain General Information is automatically collected including "site usage" information from all Site users only in the aggregate. General Information helps LifeVantage to improve your experience and may be shared with third parties any time.

We utilize Secure Sockets Layer (“SSL”) for our website security. SSL creates an encrypted link between the web server and the web browser to ensure that the data passed between the web server and the browser remains private and secure.

Our Site makes use of a “cookie”, which is a small data file transferred to your computer’s hard drive that allows a Web site to respond to you by gathering and remembering information about your preferences in order to tailor the Site’s operation to your needs and desires. Cookies also enable us to keep track of a consumer’s electronic “shopping cart” before completing a purchase. Accepting a cookie does not provide us access to your computer or any Personal Information about you, other than the information you choose to share. Other servers cannot read them, nor can they be used to deliver a virus.

**We use cookies for the following purposes:**

Essential Cookies are used to allow users to stay logged in and for storing shopping cart identification and contents. In countries where allowed, analytics cookies are used with Google Analytics to gather data on the number of people accessing our site, where they are accessing from, what pages they visit, and what technology they are using. Google Analytics cannot identify you personally but does allow us to understand our users as a group, for example by recording what browsers are being used. Analytics cookies may either be first party cookies or third- party cookies as follows:

- \_ utma has typical content of randomly generated numbers that expire after two years;**
- \_ utmb has typical content of randomly generated numbers that expire after 30 minutes;**
- \_ utmc has typical content of randomly generated numbers that expire upon user existing the browser;**
- \_ utmz has typical content of randomly generated numbers and information about how the page or site was reached, e.g., directly or via a link, organic search or paid search that expire after six months; and**
- \_ utmmobile has typical content of randomly generated numbers that expire after two years.**

Links to third-party web sites may be provided solely for your information and convenience. If you use these links, you will leave our Site. This Policy does not cover the information practices of those web sites linked to our Site, nor do we control their content or privacy policies. We recommend that you carefully review the privacy policies of each site you visit.

Any link to any other site is provided as merely a convenience to the users of this Site. This Site may provide links or references to other sites, but LifeVantage has not reviewed all 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. LifeVantage 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 this Site, you do so entirely at your own risk.

Unless you have a written agreement in effect with LifeVantage that states otherwise, you may only provide a hyperlink to the Site on another website if you comply with all of the following:

- the link must be a text-link clearly marked “LifeVantage” or the link must “point” to the URL <http://www.lifevantage.com> and not to other pages within the Site;
- the link, when activated by you, must display the Site full-screen and not within a “frame” on the linking website; and
- the appearance and position and other aspects of the link must not be such as to damage or dilute the goodwill associated with LifeVantage’s name and trademarks or create the false appearance that LifeVantage is associated with, or a sponsor of, the linking website.

By providing this specific hyperlink consent, LifeVantage is not foregoing its ownership or rights in any trademark, copyright, patent and/or any other forms of intellectual property associated with the Site. LifeVantage reserves the right to revoke its consent to any link at any time in its sole discretion.

In the event a product or service is listed on the Site at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, LifeVantage shall have the right to refuse or cancel any orders placed for any product listed at the incorrect price. LifeVantage shall have the right to refuse or cancel any such orders whether the order has been confirmed or not and the User's credit card charged.

LifeVantage 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 cancelled, LifeVantage shall immediately issue a credit to your credit card account in the amount of the charge. LifeVantage attempts to be accurate in all product descriptions, nevertheless, LifeVantage does not warrant that any product description or the content on the Site is accurate, complete, reliable, current or error free. If you find the product is not as described, your sole remedy is to return it pursuant to LifeVantage's return policy.

LifeVantage reserves the right, without prior notice to: (a) 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; or (d) refuse to provide any Site user, consultant or customer with any services.

This Site may contain contests or promotions that require you to send material or Personal Information about yourself or your consultant business to participate. Please note that any contest or promotion offered through the Site may have additional 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 opt in to the contest or promotion, 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.

The contents of the Site, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the "Content") is the property of LifeVantage 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 Site solely for your personal non-commercial use or as otherwise permitted. No portion of the Content may be reprinted, republished, modified, or distributed in any form without the express written permission of LifeVantage. You may not, and this Policy does not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, license or create derivative works with respect to the Site. Certain content may be licensed from third parties and all such third-party content and all intellectual property rights related to such third-party 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 Site or the Content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by LifeVantage.

#### **DIGITAL MILLENNIUM COPYRIGHT ACT**

**NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. THIS NOTICE IS SUBJECT TO MODIFICATION OR TERMINATION AT ANY TIME, WHETHER FOR CHANGES IN THE LAW OR AT THE CONVENIENCE OF LIFEVANTAGE, WITHOUT ADVANCE NOTICE. YOU MUST CHECK THIS NOTICE FREQUENTLY TO ENSURE THAT YOU HAVE READ THE MOST CURRENT VERSION OF THIS NOTICE.**

LIFEVANTAGE owns, protects and enforces copyrights in its own creative material and respects the copyright properties of others. It is LIFEVANTAGE's policy to respond as required by law to claims of copyright infringement. The Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"), provides copyright owners or their authorized agents with a procedure for notifying service providers (as defined in the DMCA) of claims of unauthorized use of copyrighted materials.

Because LIFEVANTAGE is considered a service provider within the scope of the DMCA, it must comply with the notice and procedural requirements of the DMCA. If you believe any material on this site infringes your copyright or the copyright of any third party, you should promptly notify the following designated agent of LIFEVANTAGE in writing:

LifeVantage Compliance and Education Department E-mail: [compliance@lifevantage.com](mailto:compliance@lifevantage.com) LifeVantage

Corporate Office Address:

**LifeVantage Corporation / Compliance Department**  
**3300 N. Triumph Blvd, Suite 700**  
**Lehi, UT 84043**

Your written notification to the above-referenced designated agent must include substantially all of the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- A description of the copyrighted work that you claim has been infringed;
- The exact location of the alleged infringing material;
- The exact location of the link to the alleged infringing material;
- Your address, telephone number and electronic mail address;
- A statement by you that you have a good faith belief that the disputed use of the copyrighted work is not authorized by the copyright owner, its agent or the law; and
- A statement by you that the above information in your written notification is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Upon receipt of your written notification of an alleged copyright infringement, LIFEVANTAGE will take the following steps:

- Remove or disable access to the alleged infringing work;
- Forward your notification to the Respondent, who is responsible for the alleged infringing material (“Respondent”); and
- Take reasonable steps to promptly notify the Respondent that LIFEVANTAGE has removed or disabled access to the alleged infringing material.

At this point, the Respondent may submit a counter notification in writing to LIFEVANTAGE’s designated agent. The counter notification must include substantially all of the following information:

- An electronic or physical signature of the Respondent or someone authorized to act on behalf of the Respondent;
- A description of the copyrighted material that has been removed or disabled;
- The exact location of the material before it was removed or disabled;
- A statement under penalty of perjury that the Respondent has a good faith belief that the copyrighted material has been removed or disabled as a result of mistake or misidentification; and
- The Respondent’s name, address and telephone number along with a statement that the Respondent consents to the jurisdiction of the Federal Court in the district in which he/she/it resides or, if the Respondent’s address is outside the United States, a statement that the Respondent consents to jurisdiction of the United States Federal District Court situated in Salt Lake City, Utah.

Upon receipt of a counter notification containing substantially all of the foregoing information, LIFEVANTAGE will take the following steps:

- Send you a copy of the Respondent’s counter notification;
- Inform you that LIFEVANTAGE will replace the alleged infringing material or cease disabling access to it within ten (10) business days; and

- Replace the alleged infringing material that was previously removed or cease disabling access to it not less than ten (10) or more than fourteen (14) days following receipt of the Respondent's counter notification, unless you have supplied LIFEVANTAGE's designated agent with evidence that you have filed an action seeking a court order to restrain the Respondent from engaging in the alleged infringement that was the subject of your written notification.

LIFEVANTAGE's policy is to terminate the online privileges of individuals who repeatedly violate the copyrights of others.

Our Site and its Content is provided "as is" and "as available", with no warranty of any kind. To the fullest extent permissible under applicable law, we expressly disclaim all warranties, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and noninfringement, and those arising by statute or otherwise in law or form a course of dealing or usage of trade. We make no representation or warranty whatsoever regarding the completeness, accuracy, correctness, integrity, reliability, currency, adequacy, suitability, functionality, availability, or operation of this Site or the Content or services provided on, or accessible from, this Site. We do not warrant that the operation of this Site will be uninterrupted, error-free, free from viruses, and/or other harmful components to equipment or software.

In no event will we be liable, nor do we assume responsibility, for any direct, indirect, special, incidental, or consequential damages arising out of or in connection with the use or inability to use this Site (or the Content or services provided on, or accessible from, this Site), or otherwise, even if we are advised of the possibility of such damages.

We reserve the right to refuse service in our sole discretion and without notice. You are solely responsible for your use of the Site, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, resulting from your use or misuse of the Site. Posting or transmitting any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, is strictly prohibited.

When LifeVantage changes this Policy, we will post any changes here so that you will always know what information we collect, and how we might use or disclose that information. Any changes to this Policy will be considered effective immediately after the changes are posted on this Site.

Any claim or cause of action with respect to this Site must be commenced within one (1) year after the claim arises.

This Policy and access to the Site shall be governed by and construed in accordance with the law of the state of Utah, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under federal law of the USA. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the state of Utah and of the USA located in Utah for any litigation arising out of or relating to use of the Site or purchases of services made through the Site (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 the state of Utah.

This Policy and any documents expressly incorporated by reference constitute the entire agreement between LifeVantage and you pertaining to the subject matter hereof. In its sole discretion, LifeVantage may unilaterally amend or modify this Policy or any other documents referenced herein at any time by posting on the Site. Any amended or modified terms will be effective upon posting. Continued use of the Site constitutes acceptance of any modified terms and conditions.

Important Information for users, Customers and/or Consultants located in the European Union:

LifeVantage Netherlands B.V. ("LifeVantage Netherlands") is a wholly owned subsidiary of LifeVantage Corporation and the data controller (verantwoordelijke) of any Personal Information that you provide us when you place an order for products or services from within the European Union.

You agree that LifeVantage Netherlands or a party acting on its behalf (i.e., a third party) may collect Personal Information from you including name, address, e-mail address, telephone number, credit card information, date of birth, and gender and transmit that information to LifeVantage Corporation, which is located in the United States of America, for the purpose of executing your order for products and/or services. LifeVantage Netherlands and/or LifeVantage Corporation may provide your Personal Information to our shipping partners and credit card processors for processing your order for goods and/or services. You consent and agree to LifeVantage transferring your data for these purposes.

If you would like to request a copy of your Personal Information, would like to correct or update your Personal Information or would like to have your Personal Information removed, please contact LifeVantage Netherlands by sending an e-mail or calling the below number:

Customer Care:  
0-800-088-5488 (Toll Free)  
Email: [eusupport@lifevantage.com](mailto:eusupport@lifevantage.com)

Contact us If you have any concerns about this Site, the use of your information or about this Policy, please send us an e-mail or call us at the below number:

Customer Care:  
1-866-460-7241  
Fax: (855) 836-4925  
Email: [compliance@lifevantage.com](mailto:compliance@lifevantage.com)

Corporate Offices:  
**LifeVantage Corporation**  
**3300 N. Triumph Blvd, Suite 700**  
**Lehi, UT 84043**  
**801-432-9000**