

ARBONNE SPECIAL DELIVERY PROGRAM AGREEMENT (“Agreement”)

The Arbonne Special Delivery Program (“ASD Program”) is an **OPTIONAL** program that allows an Arbonne Independent Consultant or Client (Collectively “Participant”) to place standing orders with Arbonne International, LLC (“Arbonne” or “Company”) that will be conveniently shipped to Participant on **AUTOMATIC** recurring cycles of 30, 45, 60 or 90 days and charged to Participant’s credit card.

ASD Program Participants agree to the following General Terms & Conditions:

1. Sign-up

- a. Participant is voluntarily choosing to participate in this **OPTIONAL** ASD Program.
- b. Participant has specified on this Agreement the product(s) selected for purchase and automatic delivery under the ASD Program (“ASD Products”) and the respective quantities of each product they wish to have **AUTOMATICALLY** shipped on preset recurring cycles of 30, 45, 60 or 90 days as specified in his/her order.

2. Payment

- a. Participant authorizes the Company to establish an automatic credit card debit arrangement as specified in the Arbonne Special Delivery order to this Agreement to pay for the Arbonne Special Delivery order. The Company will make no other charges to Participant’s credit card account except those authorized.
- b. Participant has specified on this Agreement and provided the Company with a valid Visa, MasterCard, American Express, or Discover Card number along with the name that appears on the credit card, its expiration date, CVV Code, billing address, and any other information necessary for the Company to process the card. For UK Participants: the ASD Program will not accept the Maestro credit cards.
- c. Participant expressly authorizes the Company or its affiliated company to automatically charge Participant’s credit card for each Arbonne Special Delivery order PLUS shipping, handling, and applicable sales tax. Credit cards may be charged up to seven days prior to the shipment date of the next order cycle.
- d. The amount for each actual Arbonne Special Delivery order may vary due to changes in price, promotions or incentives and shipping amounts. Arbonne Special Delivery orders will reflect pricing at the time of shipment, including any sale and promotional/incentive pricing.
- e. Participant’s first Arbonne Special Delivery order payment will be processed and shipped upon approval of this Agreement, and subsequent orders will be processed under the regular ASD Program payment and shipment schedules beginning with Participant’s next automatic preset order cycle of 30, 45, 60 or 90 days.
- f. Participant acknowledges, understands and agrees all ASD Products ordered must be paid in full before products are shipped.

3. Shipments

- a. Arbonne Special Delivery orders are normally shipped on or about the day of the month selected to ship (between the 1st and 25th). If a recurring order ship date falls on a weekend, holiday or a non-shipment day, Participant’s ASD Product order will be shipped on a day preceding such non-shipment days.
- b. If an ASD Product is temporarily out of stock, Participant will receive an e-mail notification. If Participant’s Arbonne Special Delivery order is not canceled, the ASD Product will be shipped when it is in stock. Arbonne may discontinue products at any time. If an ASD Product is discontinued by the Company, Company will continue to send Participant the remaining ASD Products specified in Participant’s Arbonne Special Delivery order. If the discontinued ASD Product is the only ASD Product in Participant’s Arbonne Special Delivery order, the ASD Product order will be canceled in its entirety.
- c. Shipping restrictions may apply. Any delivery or shipment date provided by Arbonne to you is Arbonne’s good-faith estimate. The Arbonne Special Delivery Program is only available to Participants in the United States, all U.S. territories and possessions, Canada, Australia and the United Kingdom. Arbonne cannot ship to P.O. boxes, Army Post Offices or wherever prohibited or restricted by law.

4. Modifications

- a. Participant may modify and manage his/her Arbonne Special Delivery orders by logging onto his/her account on arbonne.com.
- b. Arbonne will continue to ship ASD Products selected by Participant unless Participant modifies or changes his/her order online at least 24 hours before the next scheduled shipment date or change instructions are received in writing by Arbonne at least 7 days before the next scheduled shipment date to Arbonne, Attn: Customer Service, 4550 Excel Pkwy, Suite 600, Addison, TX 75001. Change requests received online within 24 hours or received by written notice within 7 days of the next scheduled ship date will take effect in the month AFTER the next scheduled shipment date.
- c. Arbonne further reserves the right to change shipping charges.
- d. Arbonne reserves the right to amend the ASD Program requirements at its sole discretion by posting a notice on its website at least 30 days before going into effect.

5. Price Changes

- a. Arbonne reserves the right to change the prices of any products in its product line, and to discontinue any products in its line, including those products selected as part of the ASD Program.
- b. Increases in sales tax charges are subject to change without notice.

6. Termination of ASD Program

- a. Arbonne may discontinue the ASD Program without advance notice.
- b. Participant understands and agrees that Arbonne may terminate this Agreement and Participant’s ASD Program without notice if the credit card(s) to which a Participant has authorized charges becomes expired, cancelled, or charges are declined by the bank issuing the card for any reason.
- c. Participant understands and agrees that participation in the ASD Program may be suspended and/or terminated without notice if Participant violates any of the terms and conditions of this Agreement or at the sole discretion of the Company. If Participant’s Agreement is terminated for any reason, the Company may, at its sole discretion, authorization and agreement, decline Participant from resubmitting any future ASD Program Agreements.
- d. Participant may voluntarily cancel his/her participation in the ASD Program or cancel an Arbonne Special Delivery order at any time by calling the Arbonne Customer Service at 1.800.ARBONNE at least 24 hours (excluding weekends and holidays) prior to the next scheduled shipment date. All voluntary cancellations will be effective in the calendar month in which it is received by Arbonne so long as the credit card has not already been charged for the next recurring order. If Participant cancels his/her participation in the ASD Program or cancels an Arbonne Special Delivery order after the Participant’s account has been charged, the cancellation will become effective for the following order cycle.

7. Returns and Refunds

- a. Arbonne’s standard return and refund policies, as specified in Arbonne’s Terms & Conditions, apply to all Arbonne Special Delivery orders. View Arbonne’s Terms & Conditions at arbonne.com > Terms & Conditions.
- b. For new Arbonne Independent Consultants (“Consultants”) who are placing an Arbonne Special Delivery order at the time of their initial registration with Arbonne, please see the Notice of Right to Cancel below, which is applicable to your initial Arbonne® product order.

8. Privacy Policy

- a. The Arbonne Special Delivery Program General Terms & Conditions supplement Arbonne’s Terms & Conditions and Privacy Policy (which are incorporated herein by reference) and govern your use of the Arbonne Special Delivery Program. View Arbonne’s Terms & Conditions at arbonne.com > Terms & Conditions.
9. No Modification of Arbonne Independent Consultant Application & Agreement
- a. For ALL Consultants: this Agreement does not supersede or modify the terms and conditions of his/her Arbonne Independent Consultant Application & Agreement or Arbonne’s Policies and Procedures.
- b. **SUSPENSION.** If a Consultant’s Arbonne Independent Consultant Application & Agreement is suspended by the Company for any reason, Consultant’s participation in the ASD Program will also be suspended. Consultant participation in the ASD Program will automatically be reinstated when/if the Consultant’s suspension is lifted. Consultant’s Arbonne Special Delivery orders will ship during the next shipment cycle unless otherwise modified by the Arbonne Independent Consultant.
- c. **TERMINATION.** Termination of Consultant’s Arbonne Independent Consultant Application & Agreement with the Company will automatically terminate Consultant’s participation in the ASD Program.

NOTICE OF RIGHT TO CANCEL – For New Arbonne Independent Consultants placing an Arbonne Special Delivery order at the time of initial registration with Arbonne. All other Participants see Section 7(a) above.

You, the buyer, may **CANCEL** this Arbonne Special Delivery order along with your Arbonne Independent Consultant Application & Agreement, without any penalty or obligation, within **THREE BUSINESS DAYS** from the date of initial registration with Arbonne (**FIVE BUSINESS DAYS** for Alaska residents). If you cancel, any payments made by you under this contract or sale, and any negotiable instrument executed by you will be returned within **10 BUSINESS DAYS** following receipt by Arbonne of your cancellation notice. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, to Arbonne, Attn: Customer Service, 4550 Excel Pkwy, Suite 600, Addison, TX 75001, or send a fax to Arbonne at 1.866.634.1151 **NOT LATER THAN MIDNIGHT** of the third business day following the date on which you executed the Agreement.