



PREFERRED CUSTOMER TERMS & CONDITIONS

United States

1. Overview of the Preferred Customer Program

An AdvoCare Preferred Customer (“Preferred Customer”) is an individual who has joined the AdvoCare Preferred Customer Program, and is able to purchase AdvoCare Products (“Products”) at a discount. The Preferred Customer’s discount level ranges from twenty to thirty percent (20-30%) depending on the volume of purchases made. The Preferred Customer is *not* an AdvoCare Independent Distributor (“Distributor”), and thus is *not* permitted to sell or resell Product(s), sponsor other Distributors, Preferred Customers or Registered Retail Customers, or receive compensation from AdvoCare.

2. Terms and Provisions Severable

Any provision, or part thereof, of the Agreement that is judicially invalidated or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of such invalidation or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision, or part thereof, of the Agreement is severable and will not invalidate or render unenforceable any other provision of the Agreement, nor will such provision, or part thereof, of the Agreement be invalidated or rendered unenforceable in any other jurisdiction. In the event any provision, or part thereof, of the Agreement is deemed invalid or unenforceable in any particular proceeding, such provision, or part thereof shall be reformed to effectuate its original intent and purpose to the fullest extent possible.

3. Assignment

A Preferred Customer may not assign this Agreement. AdvoCare may assign this Agreement at any time, without advanced notice.

4. Becoming a Preferred Customer

To become a Preferred Customer, you must complete the online enrollment process, read and accept these Terms & Conditions, be at least 18 years of age, reside in a geographic area where AdvoCare

conducts its direct selling business and pay the \$19.95 membership fee plus sales tax, if applicable. You may enroll as a Preferred Customer through a Distributor’s AdvoCare website, the AdvoCare website or over the phone by contacting AdvoCare Customer Service at 1-800-542-4800. You must provide the required information, including a valid credit card for the membership fee.

5. Sponsor Changes

When you enroll in the Preferred Customer Program through a Distributor, that Distributor will be deemed your Preferred Customer Sponsor. If you wish to change your Sponsor you must cancel your Preferred Customer account and wait sixty (60) days to re-enroll. If you choose to become a Distributor after becoming a Preferred Customer, your Preferred Customer Sponsor will be your Sponsor for your Distributorship as well. If you choose to become a Distributor under a different Sponsor after becoming a Preferred Customer, then you must cancel your Preferred Customer account for a minimum of sixty (60) days before signing a Distributor Agreement under a different Sponsor.

6. Preferred Customer Discount

As a Preferred Customer, you receive a discount on Products and may, periodically, receive additional loyalty-related benefits. Once your Preferred Customer account is established, you will gain access to a 20% discount on Products. Your discount can increase based on your Product purchases over the course of approximately two (2) consecutive months, or four (4) Purchase Periods (there are two Purchase Periods every month), based on the Qualifying Volume (QV) of your purchases. QV is a point value assigned to each product. As you purchase products, your QV accumulates and your discount increases, up to a thirty percent (30%) discount as reflected in the chart below. The highest discount level a Preferred Customer earns remains intact annually upon renewal.



Preferred Customer Discount Level Schedule

Total Product purchases within 4 consecutive Purchase Periods (approximately 2 months)	Discount
0 - \$499.99 QV	20%
500 - \$999.99 QV	25%
1,000+ QV	30%

Sales tax as well as standard shipping & handling charges will apply to all Preferred Customer orders, unless there is a promotional shipping rate available at the time of purchase, the order is picked up at Will Call, or the Preferred Customer elects an expedited shipping rate.

7. Purchasing Products Using Your Preferred Customer Account

As a Preferred Customer, you will select a username and password at the time of enrollment, which you will use as your login.

In order to place a Product order using your Preferred Customer product discount, you may: (1) log into your Preferred Customer account from the AdvoCare website or through your Sponsor's AdvoCare Website; (2) contact AdvoCare Customer Service at 1-800-542-4800; or (3) visit Will Call at the AdvoCare Corporate Office. Once an order is entered, it cannot be changed. It is immediately transmitted to the Distribution Center to be filled and shipped. Please see AdvoCare.com or contact Customer Service for current shipping rates and information.

Failure to notify AdvoCare of any shipping discrepancy or damage within thirty (30) days of shipment will cancel the Preferred Customer's right to request a correction. If an order must be rerouted, it will be at the Preferred Customer's expense. Please contact AdvoCare Customer Service at 1-800-542-4800 to correct a shipping discrepancy.

AdvoCare charges sales tax on the purchase price of the Preferred Customer's Product order based on the shipping destination. Sales tax charges will vary by Product and by state. AdvoCare remits the sales tax to each state in which Products are shipped.

8. Renewing Your Preferred Customer Membership

To remain a Preferred Customer, you must renew your membership in the Preferred Customer Program on an annual basis by paying the current renewal fee of \$19.95, subject to change, and

agreeing to the current Terms & Conditions. AdvoCare reserves the right to accept or reject any renewal of any Preferred Customer membership. The due date for the renewal fee will be the anniversary date of the Preferred Customer's enrollment into the Preferred Customer Program, unless they were an AdvoCare Distributor before converting to a Preferred Customer, in which case their anniversary date will remain the date they executed their Distributor Agreement. There are no required purchases in order to maintain your Preferred Customer membership.

An "Auto Renewal" option is available that allows a Preferred Customer to enroll and have their renewal fees automatically charged to a valid credit card on file on the first day of their anniversary month, automatically renewing the membership for another year.

If a Preferred Customer's account has not been renewed by the renewal date, AdvoCare may, in its sole discretion, either: (1) cancel the membership; or (2) waive the renewal fee (without waiver of AdvoCare's right to collect or insist on payment of future renewal fees). If at any time the individual wishes to again become a Preferred Customer after his or her membership has been cancelled for non-renewal, the individual must sign up as a new Preferred Customer and complete the enrollment process, agree to the current Terms & Conditions, and pay the current membership fee. Note that the discount level from a previous Preferred Customer membership will not be reinstated for a new membership and will restart in accordance with the discount level schedule.

9. Co-Registrants and Married Preferred Customers

The spouse of a Preferred Customer may become a Co-Registrant on a Preferred Customer's membership. If an individual enrolls as a Preferred Customer and his or her spouse also wishes to become a Preferred Customer, the spouse must enroll as a Co-Registrant on the membership. Spouses may be added as a Co-Registrant at the same time the individual becomes a Preferred Customer, or at a later date. Both the Primary Registrant and the Co-Registrant have the same rights and access to the membership.

Married couples may have only one Preferred Customer membership. If two Preferred Customers subsequently marry, one of them must cancel his or



her membership. The Preferred Customer who cancelled his or her membership due to marriage may immediately enroll as a Co-Registrant on the other spouse's Preferred Customer membership.

Additionally, married couples may not have both an AdvoCare Distributorship and a Preferred Customer membership. Instead, the couple must choose one or the other.

A Preferred Customer membership shall be responsible for the activities of a spouse, whether or not the spouse participated in the Preferred Customer membership. If a spouse engages in any activity which, if performed by the Preferred Customer, would violate the Terms & Conditions, the activity will be considered a violation by the membership and AdvoCare may take action pursuant to the Agreement as well as any other legal remedies against the membership.

10. Preferred Customer Return or Exchange Policy (Satisfaction Guarantee)

If a Preferred Customer is not completely satisfied with Products they purchased, they may request an exchange or refund within thirty (30) days from the date of purchase by returning the unused portion of the Product back to AdvoCare. The refund amount is based upon the price the Preferred Customer paid at the time of sale, sales tax (if applicable) and shipping costs.* Product refunds are made in the same form of payment as the Product purchase. Product exchanges will be for a Product(s) of equal or lesser value of the price the Preferred Customer paid at the time of sale.

**Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or \$75, but no less than the current standard flat shipping rate.*

To be entitled to a refund or exchange, the following requirements must be met:

- (1) The returned Product(s) must be accompanied by a Returned Merchandise Authorization ("RMA") number provided by AdvoCare Customer Service, an inventory list of the Product(s) returned;
- (2) The returned Products must appear in the Preferred Customer's order history; and
- (3) The returned Products must have been purchased within thirty (30) days preceding the date of the return.

Returned Product that does not meet the criteria listed above shall not be eligible for a refund or exchange. In addition, all Product returned to AdvoCare shall be retained by AdvoCare, regardless of whether the return meets the criteria for receiving a refund or exchange.

11. Exclusions from Return or Exchange Policy

Only Products purchased directly from AdvoCare are eligible for a refund or exchange. Products purchased on any non-AdvoCare website (i.e., eBay, Amazon, or Craigslist) are not eligible for a refund. Due to the fact that AdvoCare cannot guarantee the authenticity, freshness, safety, or quality of Products sold by unauthorized sellers of its Products, such Products are not eligible for AdvoCare's Satisfaction Guarantee.

Product returns or exchanges made for the purpose of qualifying for discount levels are prohibited, and may subject the Preferred Customer's membership to possible suspension or cancellation, within the sole discretion of AdvoCare. AdvoCare may refuse to issue a refund if it finds in its sole discretion that any of the conditions in this section have been met.

12. Adjustments for Refunds

The returning of Product can reduce your discount level earned previously from the initial purchase of that Product. AdvoCare will adjust your discount level as a result of any returned Product.

13. Restrictions as a Preferred Customer

Preferred Customers may purchase Products for their own personal use and that of their families. However, Preferred Customers may not resell Products to others in any way, including but not limited to: selling to retail customers, through e-commerce sites (i.e., eBay, Amazon, Craigslist), social media or personal websites, brick and mortar stores, exhibits or booths. Preferred Customers are also prohibited from supplying any other person or entity with Products that the Preferred Customer knows or should reasonably know are likely to be sold in an unauthorized manner (through e-commerce, auction sites, personal websites or social media).

Preferred Customers may not sponsor other Preferred Customers, Registered Retail Customers or any Distributors. Recruitment activity is limited only to Distributors. In addition, Preferred Customers may not earn any compensation from AdvoCare as they are not a participant in the AdvoCare Compensation Plan. Only Distributors are able to



earn compensation from AdvoCare and participate in the AdvoCare Compensation Plan.

14. Notification Process

Any notice provided by AdvoCare will be mailed and/or emailed to the Preferred Customer's physical address and/or email of record with AdvoCare. Legal holds are the exception to this notification process and will be effective immediately with or without notification in the event conduct of the Preferred Customer account is deemed to be suspicious or deleterious activity to AdvoCare's business or reputation in the sole discretion of AdvoCare.

15. Cancellation of Your Preferred Customer Membership

You may cancel your Preferred Customer account at any time by contacting Customer Service at 1-800-542-4800.

If, at the sole discretion of AdvoCare, it is determined that a Preferred Customer has violated any term of these Terms & Conditions, AdvoCare reserves the right to cancel any Preferred Customer membership at any time for any reason, or no reason at all, with or without notice.

16. Becoming a Distributor After Joining the Preferred Customer Program

If a Preferred Customer chooses to become a Distributor, then they will maintain their assigned Sponsor and their discount level reached while they were a Preferred Customer. At the point when a Preferred Customer decides to become a Distributor, they must submit a signed Distributor Agreement, agree to the terms and conditions of the current AdvoCare Distributor Policies, Procedures & Compensation Plan, and purchase a Distributor Kit. If, prior becoming a Distributor, a Preferred Customer meets qualifications for Distributor discounts or incentives, such as the Advisor Level, they will not automatically receive the discount or incentive once they become a Distributor. The new Distributor must first make a purchase or sale as a Distributor before the discount or incentive is earned.

17. Use of Preferred Customer's Name, Likeness or Image

Preferred Customers consent to AdvoCare's use of his or her name, testimonial, and image or likeness in connection with advertising, promoting and publicizing the AdvoCare opportunity, Products or any AdvoCare-related event.

Preferred Customers also consent to AdvoCare providing their contact information to their designated Preferred Customer Sponsor.

18. Reporting Adverse Reactions or Consumer Complaints

If a Preferred Customer experiences, or becomes aware of, any adverse reaction to an AdvoCare Product or has a consumer complaint, they should contact Customer Service as soon as possible at 1-800-542-4800.

19. Integrated Agreement

This Agreement sets forth the entire agreement between AdvoCare and the Preferred Customer and supersedes any and all prior oral or written agreements or understandings between AdvoCare and the Preferred Customer, including any representations by AdvoCare or its Distributors not explicitly made in the Agreement or in official AdvoCare publications. The Agreement may not be altered or amended, except as provided in the Terms & Conditions, as amended from time to time, or by other written notice by AdvoCare.

Should any discrepancy exist between the terms of the Agreement and verbal representations made to any Preferred Customer by any AdvoCare employee, the terms and requirements of the Agreement will prevail. Should any discrepancy exist between the terms contained in the Preferred Customer online enrollment process and the Preferred Customer Terms & Conditions, the Terms & Conditions will prevail.

AdvoCare may amend the Preferred Customer Program Terms & Conditions periodically, at its sole discretion. The most updated Terms & Conditions are available on the AdvoCare website and are applicable to all AdvoCare Preferred Customers.

