



## LIFEESSENCE CUSTOMER AGREEMENT

Updated: August 20, 2018

Welcome to the LifeEssence Customer Agreement ("**Agreement**"). This Agreement is between you and LifeEssence ("**LifeEssence**" or "**Us**") and governs our respective rights and obligations. Please note that your use of the LifeEssence website and your LifeEssence Customer Account are also governed by the agreements listed and linked to below, as well as all other applicable terms, conditions, limitations, and requirements on the LifeEssence.com website, all of which (as changed over time) are incorporated into this Agreement. If you register as a LifeEssence Customer, you accept these terms, conditions, limitations, and requirements.

[LifeEssence Return Policy](#)  
[LifeEssence Privacy Policy](#)  
[LifeEssence Terms and Conditions](#)

### OTHER LIMITATIONS

- We reserve the right to accept or refuse a customer account or registration at our discretion.
- We may send you email and other communications related to LifeEssence and your LifeEssence Customer Account (regardless of any settings or preferences related to your LifeEssence Account).
- You may not transfer or assign your LifeEssence Customer Account except as allowed in this Agreement.
- From time to time, LifeEssence may choose in its sole discretion to add or remove customer benefits.

### AGREEMENT CHANGES

We may, in our discretion, change this Agreement, the Privacy Policy, the Return Policy, the Terms and Conditions, or any aspect of the LifeEssence Customer Account, without notice to you. If any change to this Agreement is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED CUSTOMER ACCOUNT PARTICIPATION AFTER WE CHANGE THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR CUSTOMER ACCOUNT.

### ACCOUNT CANCELTION

You may cancel your LifeEssence Customer Account at any time by contacting LifeEssence Support

## **LIFEESSENCE RIGHT TO TERMINATE**

We may terminate your LifeEssence Customer Account at our discretion without notice. Conduct that we determine, in our discretion, violates this Agreement or any applicable law, involves fraud or misuse of the LifeEssence Customer Account, or is harmful to our interests or another user is prohibited. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights.

## **PRIVACY**

Please reference the official LifeEssence [Privacy Policy](#).

## **ELECTRONIC COMMUNICATIONS**

When, as a LifeEssence Customer, you send emails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as emails, text messages, mobile push notices, or notices and messages on this site or through the other LifeEssence Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **TRADEMARKS**

All content included in or made available through any LifeEssence service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of LifeEssence or protected by Australia and international copyright laws. LifeEssence trademarks, trade names and trade dress may not be used in connection with any product or service in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits LifeEssence.

## **YOUR ACCOUNT**

As a LifeEssence Customer, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. LifeEssence does not sell products for children. LifeEssence requires all enrolled customers who purchase product to be at least 18 years of age, or the age of majority (not a minor) in his or her state of residence. LifeEssence reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

## **RETURNS AND REFUNDS**

Please see the [LifeEssence Return Policy](#) for return and refund information.

## **PRODUCT DESCRIPTIONS**

LifeEssence attempts to be as accurate as possible. However, LifeEssence does not warrant that product descriptions or other content of any LifeEssence Service is accurate, complete, reliable, current, or error-free. If a product offered by LifeEssence itself is not as described, your sole remedy is to return it in unused condition.

## **PRICING**

"Member Price" means the price for product available to LifeEssence Distributors and registered members. Pricing is subject to change.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, LIFEESSENCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. LIFEESSENCE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY LIFEESSENCE SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the Laws of the State of NSW and the exclusive jurisdiction of the Australia courts.