

Terms of Sale

These Terms of Sale, in their present form and as amended from time to time at the sole discretion of TLC, are incorporated into, and form an integral part of, the Customer Agreement. Throughout these Terms of Sale, when the term "Customer Agreement" is used, it collectively refers to these [Terms of Sale](#), Preferred Customer Application for Enrollment (paper or digital) (as applicable), [TLC SmartShip Agreement](#) (where applicable), [TLC Shipping Policy](#), [TLC Return Policy](#), and [TLC Terms of Use](#) all in their current form or as amended by TLC from time to time in its sole discretion. These documents are incorporated by reference into the Customer Agreement and are applicable to all orders you make as a consumer to purchase or acquire any TLC Products (whether for consideration or free of charge). Please carefully read the [Terms of Sale](#) together with all other documents included in the Customer Agreement before placing an order to purchase or acquire a TLC Product (whether for consideration or free of charge). By placing an order to purchase or acquire a TLC Product (whether for consideration or free of charge), you also agree that you have read and understand the [TLC Privacy Policy](#).

1. Definitions:

- (a) "Customer" means anyone who purchases or otherwise acquires TLC products.
- (b) "Distributor" means any person who promotes the sale of the Products. A Distributor also includes a "Product Influencer" or "Life Changer" and this agreement uses all terms synonymously.
- (c) "Products" means all products TLC or any party associated and/or connected to TLC supplies, whether for consideration or free of charge;

2. Requirements for Orders

You must be 18 years of age or the legal age to enter into a binding contract in the jurisdiction in which you reside (whichever is older) to be able to place an order or acquire a TLC Product (whether for consideration or free of charge).

3. Customer Service

TLC Customer Service answers customer related questions via the toll-free number, 888-852-9970, or via e-mail at info@totallifechanges.com.

4. Your Orders

You are able to make orders through the websites that TLC manages and or makes available, whether through Life Changers, Product Influencers, Customers, or otherwise (collectively referred to as the "Websites"). You have the option to place one-time orders ("Standard Orders") and/or orders with automatic delivery service ("SmartShip Orders"). If not otherwise specified in these Terms of Sale, the term "Order" refers to both standard orders and SmartShip orders.

Upon receipt of your Order, you will receive a confirmation email that includes your Order details (the "Confirmation E-Mail Message". We recommend that you print or save this Confirmation E-Mail Message for your records. The Confirmation E-Mail Message constitutes a legally-binding purchase contract between you and TLC.

4.1 Standard Orders

Before placing a Standard Order, you have the option to review and change your purchase order details. When you make a Standard Order, TLC stores your order details.

4.2 SmartShip Orders

When a SmartShip order is processed, you give your consent for TLC to ship your ordered products on a monthly basis: (i) on the automatic delivery date you specified during the enrollment; or (ii) up to three (3) days before the automatic delivery date, when the original automatic delivery date coincides with a weekend or a holiday. TLC ships SmartShip order on the automatic delivery date and, therefore, you will receive such order after this date.

Before enrolling into a SmartShip, you have the option to review and change your order details. When a SmartShip is created, TLC stores your order details. We will send you an e-mail message confirming your SmartShip order.

Your Confirmation E-Mail Message forms a legally-binding sales agreement between you and TLC. A SmartShip Agreement will come into force when you first enroll in SmartShip and will remain in force until you cancel your SmartShip enrollment.

You are not required to make a minimum purchase order. You can make changes to your SmartShip enrollment by contacting TLC Customer Service via our toll-free number, 888-852-9970, or email indicated below. TLC must receive changes, including cancellations, suspensions, or delays, to SmartShip enrollments at least five (5) calendar days before the automatic delivery date, even if the automatic delivery date falls on a holiday or weekend. TLC will apply changes to SmartShip enrollments made less than five (5) calendar days prior to the automatic delivery date starting the following month. To cancel your SmartShip enrollment, please contact TLC Customer Service by calling the toll-free number 888-852-9970, or by sending an e-mail message to info@totalifechanges.com.

5. Income Tax Liability

TLC Preferred Customers have the additional ability to earn “points” toward purchasing TLC products. One (1) point is the equivalent of one US dollar (\$1.00 USD). Federal law considers points to be taxable earnings and therefore, Preferred Customers must report such points to the Internal Revenue Service (IRS), should a Preferred Customer earn at least 600 points (equal to \$600) in a calendar year. When a customer earns a minimum of 600 points, the customer must provide a Social Security number for IRS reporting purposes. At the end of the year, TLC will send the Preferred Customer a 1099 for these earnings.

6. Prices and Payment

All prices are in USD. Prices do not include taxes, where applicable by law, or shipping and handling charges. Regardless of payment method (direct debit, credit card, or PayPal), TLC will charge your account/card immediately. If you have a SmartShip enrollment, TLC will charge your account/card every month on the automatic delivery date.

7. Delivery

Click [here](#) for information on available shipping methods and related expenses

8. Product Availability and Order Processing

TLC cannot guarantee how long it will take to ship or deliver your products. Any information provided on the Websites regarding shipping are estimates. We will send you an e-mail if one of the products ordered is temporarily unavailable or on back order. If you have ordered multiple products and one of them is temporarily unavailable or on back order, TLC will send the available product or products to you first. As soon as the temporarily unavailable or back ordered product becomes available again, TLC will send the product to you immediately without additional costs.

If you would like to cancel a SmartShip order for a product that is temporarily unavailable or back ordered for a refund, you may do so by calling TLC Customer Service at 888-852-9970 or by emailing info@totallifechanges.com.

In the exceptional case in which an ordered product is permanently unavailable, we will send you an e-mail informing you that we cannot complete the order and will reimburse any payments you may have made.

9. Return Policy for Purchased Products

For a copy of TLC Return Policy, please click [here](#).

10. Retention of Ownership

The products TLC supplies remain TLC's property until the customer has completed the payment and has received the products.

11. Product Defects Disclaimer

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES AS RELATED TO TLC PRODUCTS.

12. Amendments to Customer Agreement

The current version of these Terms of Sale together with all documents included in the Customer Agreement can be found under the Links section at the bottom of the TLC-owned sites; the validity date is shown at the bottom of the document.

We reserve the right to update and/or amend these Terms of Sale together with all documents included in the Customer Agreement at any time. TLC will post any and all updates on the Websites.

13. Dispute Resolution, Arbitration, Class-Action Waiver, and Jury

Although we hope that any dispute with you will not occur, we believe that when these disputes do arise it is in the mutual interest of all involved to handle them promptly and with minimal disturbance. Accordingly, to provide for more expeditious resolution of "Claims" between you and TLC, you agree to the following dispute resolution procedures.

- (a) A "Claim" is any dispute or claim due to, related to, or arising out of your participation as a Customer, any transaction or relationship between you and us resulting from your participation as a Customer and/or purchase of products, including the purchase of TLC

products as a Customer, the information provided in connection with your participation as a Customer, and including, without limitation, tort and contract claims, claims based on any international, federal, state, or local statute, law, order, ordinance, or regulation made between you and TLC against one another's agent, employee, subsidiary, affiliate, predecessor in interest, successor, assign, parent, affiliate, subsidiary, or related company.

- (b) **Informal Resolution.** Except where prohibited by law, or unless otherwise provided in this Agreement, you and TLC agree that as a prerequisite to proceeding with a Claim you and TLC agree to make a good faith effort to at informally resolving any Claim. To initiate this process, the party asserting the Claim must provide the other party with written notice of the Claim by registered or certified mail (or other method as agreed to between the Parties), and shall describe in such notice, with reasonable particularity, the nature and basis of the Claim and the total amount of the Claim, if known at the time. Within thirty (30) calendar days of receipt of such notice, the party receiving the notice shall provide a written response which, with reasonable particularity, sets forth its position concerning the Claim. If the Parties are unable to resolve the Claim by good faith negotiations to be conducted within thirty (30) calendar days of the noticing party receiving the opposing party's response statement, the Parties shall proceed to negotiate for a nonbinding mediation pursuant to this Agreement.
- (c) **Nonbinding Mediation.** Except where prohibited by law, or unless otherwise provided in this Agreement, if informal resolution efforts fail, a Claim must first be submitted for nonbinding mediation before a neutral third party (a single mutually agreed mediator). Unless otherwise agreed to between you and TLC, the mediation shall take place in Oakland County, Michigan. Selecting the mediator, the appropriate terms for mediation, and a date for mediation shall be negotiated in good faith between you and TLC. If you and TLC cannot agree to appropriate terms concerning the mediation after a good faith effort, you and TLC shall be entitled to proceed to arbitration.
- (d) **Arbitration.** Except where prohibited by law, or unless otherwise provided in this Agreement, all Claims that fail to resolve in nonbinding mediation, as described above, shall be resolved by a final and binding arbitration.

If the arbitration is between TLC and a US resident, the arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The arbitration shall be conducted in the English language by one arbitrator. The AAA Rules are available online at www.adr.org. Unless otherwise agreed to between the Parties, the arbitration shall take place in Oakland County, Michigan.

If the arbitration is between TLC and a non-US resident, then the arbitration will be governed by the rules of the International Chamber of Commerce ("ICC") and will be administered by the ICC. The arbitration shall be conducted in the English language by one arbitrator. The ICC Rules are available online at www.iccwbo.org. Unless otherwise agreed between the Parties, the arbitration shall take place in Oakland County, Michigan.

YOU AND TLC ACKNOWLEDGE AND AGREE THAT ANY SUCH CLAIMS SHALL BE BROUGHT SOLELY IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A

PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING. YOU AND TLC FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. YOU AND TLC VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY A MICHIGAN STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").

BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL.

- (e) **Confidentiality.** You also agree to keep and arbitration proceedings confidential and agree not to disclose any aspect of any arbitration proceedings, except as required by law.
- (f) **Emergency Relief in Court.** Notwithstanding the Parties' agreement to submit all disputes to binding, individual arbitration, the Parties may seek emergency relief (such as a temporary restraining order or preliminary injunction) pursuant to the procedures set forth in the AAA Rules or, in accordance with the AAA Rules, before a court of competent jurisdiction.
- (g) **Class Waiver / Agreement.** Separate and apart from the dispute resolution procedures set forth above, you agree to waive any right to bring or participate in any class action in any way related to, or arising from, this Agreement. You acknowledge that this class action waiver is material and essential to the arbitration of any disputes between you and TLC, and is nonseverable from the Agreement to arbitrate claims. **YOU UNDERSTAND THAT BY AGREEING TO THIS AGREEMENT, WHICH CONTAINS THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST TLC, ITS AGENTS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS AND/OR ASSIGNS IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO THIS AGREEMENT AND CLASS ACTION WAIVER, YOU MUST TELL US IN WRITING AND NOT PARTICIPATE AS A CUSTOMER AND/OR PURCHASE OUR PRODUCTS.**
- (h) **Attorney's Fee.** Each party shall bear its own attorneys' fees and any other costs and expenses incurred in the resolution of any dispute without regard to the outcome.
- (i) **Statute of Limitations** Both TLC and Customer agree that any action pursuant to this Customer Agreement shall be brought within the shorter of one (1) year of the accrual of that action or the applicable statute of limitations for that action. It is further agreed that

any cause of action will accrue on the date that the relevant goods or services were delivered or the relevant action occurred.

14. Governing Law

Any dispute arising out of or related to the Customer Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles.

15. Exclusion of Damages

TLC, its owners, directors, employees, affiliates, consultants and associated persons or entities shall not be liable under any circumstances to any TLC Customer for any exemplary, indirect, consequential, special or punitive damages for any and all claims, demands or actions resulting or arising from the Customer Agreement, the function, operation or lack of function of any equipment, website software, delay of any shipment or an act or omission of any TLC-related party, whether based in contract, tort, negligence, strict liability or any other cause of action. Damages will be limited to compensatory damages which shall not exceed the amount of legitimately obtained unsold TLC product owned by a Customer or the actual amount of legitimately earned commissions or bonuses that may be due (after any permitted set-offs by TLC).

16. Personal Data

Please be advised that TLC will protect the personal data you provide to TLC in connection with your Product purchases in accordance with [TLC's Privacy Policy](#), as amended from time to time.

TLC invites you to carefully read this Privacy Policy, which provides information on why and how TLC processes your personal data and your rights related to such personal data.

17. Severability

If any provision of the Customer Agreement or any documents included by reference therein, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid or the unenforceable portion of the provision shall be severed and only in the applicable jurisdiction that requires it. The remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Customer Agreement or the relevant document incorporated by reference therein.

Total Life Changes, LLC, Registered Office: 6094 Corporate Drive, Fair Haven, MI 48023 (Certified email address): info@totallifechanges.com

© 2022 Total Life Changes, LLC - All rights reserved