

OPTAVIA PREMIER+

OFFICIAL TERMS & CONDITIONS

ABOUT THESE TERMS AND CONDITIONS: THE FOLLOWING TERMS AND CONDITIONS APPLY TO **OPTAVIA PREMIER+**. **OPTAVIA PREMIER+** IS AN AUTOSHIP PROGRAM WHICH CLIENTS OF **OPTAVIA** (HEREINAFTER "YOU", "YOUR" OR "CLIENT") OF **OPTAVIA LLC** (HEREINAFTER, "**OPTAVIA**") CAN ENROLL IN TO BECOME ELIGIBLE FOR CERTAIN PRODUCT OFFERS AND DISCOUNTS. TO TAKE ADVANTAGE OF EXCLUSIVE **OPTAVIA PREMIER+** OFFERS AND DISCOUNTS, YOU MUST AGREE TO THE FOLLOWING TERMS AND CONDITIONS. AS A CLIENT OF **OPTAVIA PREMIER+**, YOU ALSO ACKNOWLEDGE THAT YOU WILL BE AUTOMATICALLY CHARGED FOR AND RECEIVE AN **OPTAVIA PREMIER+** ORDER EACH MONTH, UNLESS YOU MODIFY YOUR ORDER, CHANGE YOUR SHIP DATE OR CANCEL YOUR **OPTAVIA PREMIER+** MEMBERSHIP. **OPTAVIA** RESERVES THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS AT ANY TIME WITH NOTICE TO YOU, IF YOU NO LONGER AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOUR SOLE REMEDY IS TO CANCEL YOUR **OPTAVIA PREMIER+** MEMBERSHIP.

BY YOUR ENROLLMENT IN **OPTAVIA PREMIER+**, YOU ARE ALSO AGREEING TO CERTAIN **DISPUTE RESOLUTION** PROCEDURES, WHICH ARE DETAILED AT THE END OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE **DISPUTE RESOLUTION** PROCEDURES, YOU MAY NOT ENROLL IN OR RECEIVE THE BENEFITS OF **OPTAVIA PREMIER+**.

1. ENROLLMENT: You must have a U.S. shipping and billing address to enroll in **OPTAVIA Premier+**. To enroll in **OPTAVIA Premier+**, You must select this option by clicking on the designated check box in the checkout stage of Your order. **OPTAVIA** will activate Your **OPTAVIA Premier+** account and begin Your Membership when Your first **OPTAVIA Premier+** order is submitted. A new Client should create an online account during checkout; an existing Client should log in using his/her current username and password during checkout. You may also enroll in **OPTAVIA Premier+** by contacting the Client Support Team at 1.888.OPTAVIA.

2. FREE GIFTS AND DISCOUNTS:

You will be eligible for one of the following discounts with Your **OPTAVIA Premier+** order of the following:

- a. Receive 20% off on Your first order* if the order total of consumable products** is over \$350.00.
- b. Receive 15% off on subsequent orders if the order total of consumable products** is over \$350.00.
- c. Receive 10% off on orders of consumable products** totaling \$250.00-\$349.99.

*This offer only applies to Your first autoship. This offer does not apply if you have previously enrolled in an autoship.

**Consumable products are those items that can be eaten or consumed by a Client, for example, Fuelings, snacks and infusers.

Discounts cannot be combined.

3. SHIPPING: Your first order will be processed immediately after Your successful enrollment in **OPTAVIA Premier+**. Subsequent **OPTAVIA Premier+** orders will be processed in 4-week increments from the last selected autoship order date ("4-week increment") unless otherwise changed. You will receive an email notifying You of Your upcoming **OPTAVIA Premier+** order processing at the email address provided to the Company in Your Premier+ account. It is Your duty to ensure the Company has up to date and accurate email information to ensure the Company may notify You of Your upcoming orders. You should also ensure Company emails are not sent to a "junk" or "spam" folder to ensure timely notification of Your upcoming shipment. For additional information on **OPTAVIA's** shipping policies, please visit this [Shipping Policy Article](#) on **OPTAVIA CLIENT ANSWERS**.

A standard shipping fee of \$7.95 applies to all orders shipped within the contiguous United States. For all other destinations—including Hawaii, Alaska, APO/FPO/DPO addresses, and U.S. territories—a standard shipping fee of \$14.95 will apply. Orders containing a Coach Business Kit (Non-Renewal) qualify for free shipping.

Please note, certain items do not qualify for automatic purchase but may be allowed in a one-time order fulfillment before being automatically removed from Your next monthly order.

4. **MODIFICATIONS AND CANCELATIONS:** All modifications and cancellations to Your **OPTAVIA** Premier+ order must be submitted electronically via Your online account or via phone no later than 6:00 p.m. ET the day before Your **OPTAVIA** Premier+ order processing date. Requests submitted after 6:00 p.m. ET the day before Your **OPTAVIA** Premier+ order processing date will apply to Your next scheduled **OPTAVIA** Premier+ order. For details on how to modify Your Premier+ order contents, Premier+ order processing date, shipping address and/or billing information, please visit these [OPTAVIA Premier+ Articles](#) on **OPTAVIA** CLIENT ANSWERS. View detailed instructions on how to cancel Your **OPTAVIA** Premier+ Membership via this [OPTAVIA Premier+ Cancellation Article](#) on **OPTAVIA** CLIENT ANSWERS. You may cancel at any time. Refusing or returning an **OPTAVIA** Premier+ or On Demand order does not automatically cancel Your **OPTAVIA** Premier+ enrollment. Your **OPTAVIA** Premier+ orders will continue to be charged to Your default payment method and shipped as scheduled until You cancel Your enrollment in **OPTAVIA** Premier+. You will be financially responsible for all orders shipped to You by **OPTAVIA** up to the date Your cancellation takes effect.
5. **RISK OF LOSS:** The risk of loss and the title for our products will pass to You upon our delivery of the products to the shipping carrier.
6. **RETURNS:** All **OPTAVIA** Premier+ Clients shall be able to return a full or partial **OPTAVIA** Premier+ order to receive a refund, as per the current published [OPTAVIA Return Policy](#). For discounted orders, **OPTAVIA** Premier+ Clients will only be refunded the amount actually expended by the Client for the discounted order.
7. **RE-ENTRY:** You may rejoin at any time by setting up another autoship via the checkout process. The discount benefits listed above will apply.
8. **COST AND BILLING:** There is no membership fee to join **OPTAVIA** Premier+. When You place Your initial **OPTAVIA** Premier+ order, Your credit card information will be requested through a secure online transaction process. Every 4-week increment when Your **OPTAVIA** Premier+ order is processed, Your credit card on file will be charged for the order amount. The actual billing date may vary slightly from month to month. The per-order charge may change if/when You modify the contents of Your **OPTAVIA** Premier+ order. All prices are subject to change. To view Your order total and/or modify Your credit card information, log in to Your online account and select the applicable option under "My Account". By enrolling in **OPTAVIA** Premier+, You authorize **OPTAVIA** to automatically charge Your credit or debit card so that the total of Your monthly order is equal to the amount You have authorized. You agree to provide **OPTAVIA** with updated credit card account information so that the Company can continue to ship according to Your **OPTAVIA** Premier+ schedule. You agree to pay all applicable sales taxes and shipping and handling charges.
9. **FAILED PAYMENTS:** If Your credit card payment is declined when **OPTAVIA** charges Your account You will be notified of the problem via email. To verify and/or change Your credit card account information and resubmit Your **OPTAVIA** Premier+ order, log in to Your online account, and under "My Account" select the option, "Payment Methods". It is Your responsibility to ensure that Your credit card account information is valid. To process Your **OPTAVIA** Premier+ order, **OPTAVIA** requires complete and accurate information, including but not limited to: credit card expiration date, address for shipment, and credit card billing address. To update this information, log in to Your online account and select the appropriate option under "My Account". As an alternative, You may contact the Client Support Team at 1-888-**OPTAVIA**. **OPTAVIA** will not be responsible for delays in shipment due to non-payment or failure to update Your shipping or credit card information with us.

- 10. OUT-OF-STOCK MERCHANDISE:** Merchandise is subject to availability. In the unlikely event Your **OPTAVIA** Premier+ order cannot be filled as You have placed it, when possible, the Company will attempt to contact You and offer alternative selections. However, You agree that, at its discretion, the Company may substitute out of stock product with an alternative in-stock selection with or without notice to You. Payment is taken from Your credit card at the time Your order is received by the Company. A full refund will be given when You have already paid for merchandise that is temporarily or permanently unavailable and an alternative selection cannot be offered, the Company is unable to contact You to offer alternative selections, or You are dissatisfied with an alternative selection You have received in the case of substitution by the Company.
- 11. PROGRAM RESTRICTIONS AND LIMITATIONS:** **OPTAVIA** Premier+ is available to all **OPTAVIA** Clients within the U.S. who are at least 18 years old and have a valid major credit card account (Visa, MasterCard, Discover, American Express or debit card bearing one of these logos). **OPTAVIA** Premier+ orders cannot be shipped to a Post Office (P.O.) Box except for some Post Office (P.O.) boxes in Alaska and Puerto Rico. Please contact the Client Support Team at 1-888-**OPTAVIA** to verify if the Company can deliver to Your Post Office (P.O. Box) address. **OPTAVIA** Premier+ ships only within the contiguous United States, Hawaii, Alaska, APO/FPO/DPO addresses, and U.S. territories. Shipping is not available to Canada or other international destinations. **OPTAVIA** Premier+ accounts are limited to one (1) account per Client; multiple accounts created by Clients will be terminated by the Company. All orders are subject to approval. **OPTAVIA** is not responsible for errors on the website or any website failure.
- 12. DISCLOSURE OF YOUR INFORMATION:** All Client information is private and only used to process **OPTAVIA** Premier+ or On Demand orders or to supply You with information from **OPTAVIA**. **OPTAVIA** does not share Your private information with third parties except as described in our Privacy Policy. Please read our [Privacy Policy](#) for further information. Your independent **OPTAVIA** Coach will be notified that You are a Client of **OPTAVIA** Premier+ for the purposes of coaching and support. Your personal payment information will not be available to them.
- 13. DISPUTE RESOLUTION:** Please read the following provisions carefully to ensure that You understand each provision. These terms contain a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.
- 14. GOVERNING LAW:** By enrolling in **OPTAVIA** Premier+, You agree that the service is governed by the laws of the State of Maryland.
- 15. ARBITRATION.** Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which You can seek relief from **OPTAVIA**. For any dispute with **OPTAVIA** You agree to first contact us via email at Dispute@OPTAVIA.com and attempt to resolve the dispute with us informally. For any dispute **OPTAVIA** has with You, **OPTAVIA** agrees to first contact You via email to attempt to resolve it informally. In the unlikely event that You and **OPTAVIA** have not been able to resolve a dispute it has with You after sixty (60) days, You and **OPTAVIA** agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to **OPTAVIA** Premier+, including these terms and conditions, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") , under its Consumer Arbitration Rules then in effect. In the event AAA is unable to conduct the arbitration, ADR Services, Inc. or an agreed upon arbitrator shall conduct the arbitration. You and **OPTAVIA** agree that disputes arising out of or relating to the validity, application, scope, enforceability, or interpretation of the agreement to arbitrate shall also be decided by the arbitrator. Nothing in this Section, however, shall be deemed to prevent **OPTAVIA** from seeking injunctive or other equitable relief from any court of competent jurisdiction as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

OPTAVIA will pay Your reasonable fees for initiating and proceeding with any arbitration subject to this agreement, except for the first \$200.00 of such fees for which You will be responsible. Notwithstanding the forgoing, in the event that Your individual monetary recovery in the arbitration is less than the final amount offered by **OPTAVIA** to resolve the dispute through the email dispute-resolution process required before filing the arbitration, the arbitrator shall award **OPTAVIA** the amount of arbitration fees it has paid pursuant to this paragraph.

If 25 or more Clients send email notices of disputes with **OPTAVIA** raising similar Claims that are not resolved informally, the Claims shall proceed in arbitration in a coordinated proceeding. Counsel for the Clients and counsel for **OPTAVIA** shall each select five cases to proceed first in arbitration in a bellwether proceeding. The remaining cases shall not be filed in arbitration until the first ten have been resolved. Upon sending a notice of dispute by email or filing a complaint in court, the statutes of limitations applicable to a Client's dispute are tolled until the completion of the coordinated arbitration proceeding described here. If the parties are unable to resolve the remaining cases after the conclusion of the bellwether proceeding, each side may select another five cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties are able to resolve all of the Claims, either through settlement or arbitration. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against **OPTAVIA**. In the event this bellwether procedure causes delays of more than three years in resolving a dispute, and the individual amount claimed in the dispute does not exceed \$10,000.00, either You or **OPTAVIA** may opt out of this process and proceed in small claims court.

- 16. CLASS ACTION/JURY TRIAL WAIVER:** Regardless of whether You or Your independent **OPTAVIA** Coach enrolled You in **OPTAVIA** Premier+, You agree that all Claims must be brought in Your individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless **OPTAVIA** agrees otherwise, the arbitrator may not consolidate more than one person's Claims. If any provision of this paragraph is determined to be unenforceable with respect to any claim or any particular remedy for a claim (such as a request for public injunctive relief), then that claim or particular remedy (and only that claim or remedy) must remain in court, be severed from any arbitration, and be stayed until the conclusion of any Claims or remedies subject to arbitration.

You may opt out of this arbitration agreement within 30 days after enrolling in **OPTAVIA** Premier+ by sending a letter to: **OPTAVIA** Legal Department, 100 International Drive, 18th Floor, Baltimore, MD 21202, stating Your name, **OPTAVIA** Client account number, and Your intent to opt out of the arbitration agreement. If You do not opt out, this arbitration agreement overrides any different arbitration agreement between You and **OPTAVIA**.

END OF AGREEMENT