

# **Lifestyles USA – Terms and Conditions**

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# **PRODUCT RETURN POLICY**

### Product exchange guarantee

Lifestyles USA Inc. warrants the quality of its products and shall exchange any defective product. A Distributor returning a damaged or defective product must contact Lifestyles Distributor relations in their local region within thirty (30) days of receipt of the original product to receive an authorization prior to returning the product(s). The product must then be returned within five (5) business days of receipt of authorization.

# **Resalable condition**

Resalable condition means unopened and, in a condition, that the product can be re-sold without requiring any re-packaging, with the original packaging intact in complete case lots based on the unit of measure in which the product was sold.

#### Thirty (30) day return policy - Retail Customers

Lifestyles USA Inc. obligates its Distributors to honor the company's 100%, unconditional, thirty day (30), money-back guarantee to all retail and wholesale customers. Distributors shall promptly and courteously investigate any and all customer complaints, and shall take appropriate action to remedy all such complaints. If for any reason a retail or wholesale customer is dissatisfied with any Lifestyles USA Inc. product, he/she may return the product to the Distributor from whom the product was purchased within thirty (30) days from the date of purchase for a replacement, exchange, or full refund of the purchase price. If the retail customer requests a refund, the Distributor who sold the product to the retail



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customer must immediately refund the retail customer's purchase price. (retail and wholesale customers must return merchandise to the Distributor who sold it to them; Lifestyles USA Inc. will not accept returned merchandise directly from retail and wholesale customers).

The Distributors, in turn, must contact Lifestyles USA Inc. Distributor Relations in their region to receive an authorization prior to returning the product(s) and return it along with the original sales receipt and returned merchandise to Lifestyles. Lifestyles USA Inc. will then replace the returned merchandise with like product and ship it to the Distributor. All retail and wholesale customers must be provided with a copy of an official Lifestyles sales receipt at the time of the sale.

#### **Compliance with Privacy Laws**

The App Provider makes the following additional commitments, representations, and warranties to Customer:

- i. The App Provider will only process Customer Data and Personal Information on behalf of, and as Service Provider of, the Customer, and not collect, retain, use, or disclose that data for any purpose other than to perform the App Provider's obligations under this Agreement, as permitted under CCPA and other applicable privacy and data protection laws (collectively, "Privacy Laws"). In no event will the App Provider "sell" (as defined by Privacy Laws) any such personal information
- ii. The App Provider will not collect, use, retain, disclose, sell, or otherwise make Customer Data or Personal Information available for App Provider's own commercial purposes or in a way that does not comply with the CCPA or other Privacy Laws
- iii. App Provider will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to provide the Services set forth in the Agreement or another compatible operational purpose

#### **Data Subject Rights - Assistance with Requests**

- i. App Provider will reasonably cooperate and assist Customer with meeting Customer's CCPA and Privacy Law compliance obligations and respond to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account, the nature of App Provider's processing, and the information available to App Provider. App Provider will make available to Customer, in a manner consistent with the functionality of the Service and App Provider's role as a Service Provider of Personal Information of data subjects, the ability to fulfill data subject requests to exercise their rights under Privacy Laws
- ii. If App Provider receives a request from Customer's data subject to exercise one or more of its rights under Privacy Laws in connection with the Services, App Provider will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where possible, by using the functionality of the

Services. App Provider shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request

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iii. App Provider must notify the Customer immediately if it receives any complaint, notice, or communication that directly or indirectly relates either party's compliance with Privacy Laws relating to provisioning of the Services.

#### Privacy

Lifestyles USA Inc. recognizes the importance of protecting the privacy of information we may collect from you. To this end, we are committed to using our best efforts to respect your privacy the Lifestyles USA Inc privacy policy can be found at:

https://www.lifestyles.net/includes/files/Lifestyles\_Online\_Privacy\_ Policy\_USA\_ENG.pdf

#### **Discontinuing service**

We provide you the opportunity to discontinue receiving future e-mail communications from us at the point where we request information from you. This gives you the option to remove your e-mail address from our database so that you do not receive any future mailings and no longer receive our service.

You can exercise this option at any time by sending us an e-mail or written letter to our Distributor or customer service department. If you do discontinue service, you will not be able to use password-protected areas of our site, including the Personal Business Centre (PBC).