## **ARBONNE**

# Preferred Client Registration Form | Canada

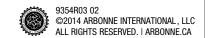
Arbonne International Distribution, Inc., operating as Arbonne International Distribution.

1.888.ARBONNE | cancare@arbonne.ca Effective October 1, 2014

Instructions			
1. Please print clearly in blue or black ink.			
2. Fill out all required fields denoted by an asterisk (*). Your regi	stration cannot be proc	essed without this inforn	nation.
First Name* Last	Name*		
Address*			
City*	Province*		Postal Code*
Email*	Birth Mus	n Date / / st be 18+ years of age to apply	
Bus. Phone () Home Phone* ()			
ndependent Consultant's Name*	Arbonne ID*		
Please register me as a Preferred Client to receive a 20% discount Please refer to the Client Order Form for Preferred Client Registration for registration process.	•	•	nis Registration Form in order to complete the
☐ Check here if you already have a Client Arbonne ID and wish to re	tain this account with upgr	aded status. Please provide	Arbonne ID:
☐ I agree that Arbonne International Distribution, Inc. and the Indepe Arbonne may implement from time to time, together with any othe by contacting Arbonne using the information provided below or the	r promotional material abo		
I. I understand that I have the right to cancel my participation in this Prograr business office. I further understand and agree that Arbonne may terminate			
2. By signing this Registration Form, I consent to the collection, use, and disc this Agreement and as set forth in Arbonne's Privacy Policy available at ar		ation provided in this Registration	on Form for the purposes of fulfilling the terms of
3. I have read and agree to the Terms & Conditions on the back of this Regis	stration Form.		
Applicant's Signature*		Dat	e / /
ndependent Consultant's Signature*		Dat	e//
See the reverse side of the Arbonne Client Order Cancellation Rights. Voir l'énoncé des droits de re client Arbonne, qui doit être joint au présent form	ésiliation du conson		· · · · · · · · · · · · · · · · · · ·
(OPTIONAL) You may send the ORIGINAL	Office Use Date Rec'o	I / / Arbo	nne ID
copy of this completed form for processing to:			M/O No
ARBONNE INTERNATIONAL DISTRIBUTION C/O ARBONNE INTERNATIONAL CANADA INC	Order Total \$	Trans No.	

White = Registered Independent Consultant's copy Yellow = New Preferred Client's copy

Attn: Customer Service, 7135 Kennedy Rd.,



OTT\_LAW\ 4233208\1

Authorized by \_

### Arbonne<sub>®</sub> Preferred Client Program

#### **Terms & Conditions**

Revised: October 1, 2014

These Terms & Conditions govern your membership in the Preferred Client Program (Program) of Arbonne International Distribution, Inc. (Arbonne). Please read these Terms & Conditions carefully. By signing the Preferred Client Registration Form and enrolling in the Program, you agree to be bound by these Terms & Conditions, as well as the other rules, policies, and procedures of the Program.

#### Eligibility

The Program is open only to residents of Canada who are 18 years of age or older.

#### 2. Registration Fee

You agree to pay to Arbonne an initial registration fee of \$24 and a renewal fee of \$18 for each additional year you wish to be a Program member. The registration and renewal fees are non-refundable. When you enroll in the Program you will receive an Arbonne identification number (Arbonne ID). You will also provide an email and password if you wish to access your account information online. Please keep your Arbonne ID and online account password secret. You are entirely responsible for any activity under your Arbonne ID. You must promptly notify Arbonne of any actual or attempted unauthorized use of your Arbonne ID.

#### 3. 20% Discount & Other Benefits

The Arbonne identification number may be used to purchase Arbonne products at a **20% discount** off the Suggested Retail Price. Program membership may also include access to special product offers and other benefits from time to time, in Arbonne's discretion. Program membership and benefits are nontransferable. Arbonne reserves the right to modify the Program. Please read the Preferred Client Program page on arbonne.ca for additional information regarding special product offers and other benefits, including how the Program works with other Arbonne incentive offers.

#### 4. Exclusions

The discount may not be available on certain non-qualifying Arbonne products and business resources, at Arbonne's discretion. Arbonne will endeavour to disclose non-qualifying Arbonne products and business resources online at arbonne.ca. Other exclusions may apply.

#### 5. Program Membership Term & Renewal

The Program term is one year. The term starts on the date you complete your registration and ends on the anniversary of you registration date. If you have a payment card on file with Arbonne, Arbonne will automatically charge the payment card for the renewal fee on the second day of the month that is 12 months from the date of your initial registration. If you do not wish to have your payment card automatically charged for the renewal fee, you may unsubscribe by adjusting the settings through your account on Arbonne's website or by contacting Arbonne Customer Service before the second day of the month in which your renewal will be charged.

#### 6. Program Membership Cancellation & Termination

You may cancel your Program membership at any time, for any reason, by not paying the renewal fee at the end of the term, and your Program membership will not be renewed for an additional one-year term. If you do not renew your Program membership, you may continue to purchase Arbonne products using your Arbonne ID, but you will not receive the discount or other benefits of Program membership. Arbonne may terminate your Program membership and, in Arbonne's discretion, revoke your Arbonne ID, if you, in Arbonne's discretion: (a) violate these Terms & Conditions, any other rules, policies, or procedures of the Program, or any applicable law or regulation; or (b) engage in any deception, forgery, fraud, or commit any other abuse of the Program.

#### Privac

You consent that the information you provide as a member of the Program will be managed by Arbonne as described in Arbonne's Privacy Policy available at arbonne.ca. You will need to provide the personal information requested on the registration and order form in order to establish your Arbonne ID and process your purchases made through the Program. Arbonne may ask for other personal information on a voluntary basis. Arbonne also collects information concerning purchases made through your Arbonne products are sold through our network of Independent Consultants, including online shopping that is fulfilled directly by Arbonne, with whom personal and purchasing information will be shared. Arbonne may record your personal information both manually and/or on a computer database and will be the data controller for this information. Arbonne may disclose and transfer your personal information to other members of Arbonne and its parent, affiliates and subsidiaries or to agents and third parties who perform functions on behalf of Arbonne in accordance with Arbonne's Privacy Policy. These affiliates and agents may be located outside of Canada (e.g., the United States). As a result, your personal information may be accessible to regulatory authorities in accordance with the laws of such other jurisdictions. Upon request, Arbonne will inform you of the existence, use, and disclosure of personal information relating to you, and give you access to such information. You have the right to challenge the accuracy and completeness of your information and to have it amended, as appropriate.

#### 8. Disclaimer & Limitation of Liability

THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBONNE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PROGRAM (INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBONNE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. Governing Law, Arbitration Agreement, & Waiver of Certain Rights

These Terms & Conditions will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles.

You and Arbonne agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You and Arbonne hereby waive any right to a jury trial of any Claim. All controversies, claims, counterclaims, or other disputes arising between you and Arbonne relating to the Program or these Terms & Conditions (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Arbonne will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you from seeking action by federal, state, or local government agencies. You and Arbonne also have the right to bring qualifying claims in small claims court. In addition, you and Arbonne retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms & Conditions, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms & Conditions.

Neither you nor Arbonne may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claims. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Arbonne's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section 9 is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section 9 shall continue in full force and effect. No waiver of any provision of this Section 9 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or effect any other portion of these Terms & Conditions. This Section 9 will survive the termination of your relationship with Arbonne.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR ARBONNE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

#### 10. Changes to Terms & Conditions

From time to time, Arbonne may change these Terms & Conditions. Those changes will go into effect on the Revision Date shown in the revised Terms & Conditions. If Arbonne changes these Terms & Conditions, Arbonne will notify you by posting the revised Terms & Conditions on the Arbonne website; however, it is your responsibility to review the Terms & Conditions before submitting each order under your Arbonne ID. By continuing to use the Program, you agree to the amended Terms & Conditions.

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Under no circumstances will Arbonne be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control. If any provision of these Terms & Conditions is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms & Conditions and will not affect the validity or enforceability of any remaining provisions. The failure of Arbonne to enforce any right or provision of these Terms & Conditions will not prevent Arbonne from enforcing such right or provision in the future. Arbonne may assign its rights and obligations under these Terms & Conditions, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

#### Question

If you have any questions regarding the Program, we will do our best to answer them. Here is how to contact us:

Arbonne International Distribution, Inc.

7135 Kennedy Road, Mississauga, ON L5S 0A6

Phone: 1.888.ARBONNE

Email: cancare@arbonne.ca

Or you may complete the online form on the Customer Service page at arbonne.ca.