

TAHITIAN NONI REWARDS MEMBER POLICIES

Age

A Tahitian Noni Rewards member must be of legal age in the state or country in which he/she resides.

Term and Renewal

The term of this Agreement, and each subsequent renewal, is one year. Either party may elect not to renew the Agreement upon each anniversary date. If this Agreement is not renewed, or if it is cancelled or terminated for any reason, all benefits and rights under the Agreement as a Tahitian Noni Rewards member are void, including but not limited to the Rewards member pricing and Tahitian Noni Rewards points. Failure to remit the renewal fee by the renewal date will result in a hold being placed on the account that will prevent the Rewards member from placing orders until the fee has been paid. If the renewal fee has still not been paid 30 days after the renewal date, the membership will be terminated and all Tahitian Noni Rewards member benefits will be forfeited.

Assignment or Transfer

Rights under this agreement are not assignable or transferable without prior written consent of Tahitian Noni International. Any attempt to transfer or assign this Agreement without the express written consent of Tahitian Noni International renders this Agreement terminable at the option of Tahitian Noni International and may result in termination of the Rewards membership.

Right to Cancel

This transaction may be cancelled, without any penalty or obligation, within five (5) business days from the date of purchase of the membership. If the transaction is cancelled, the purchase price will be refunded within ten (10) business days following receipt by the seller of written notice of cancellation. To cancel this transaction, the purchaser of the membership must mail or deliver a signed and dated notice of cancellation to the seller, or to Tahitian Noni International, 333 River Park Drive, Provo, Utah, 84604. Such notice must be hand-delivered or deposited in the mail no later than midnight of the fifth business day following the date set forth above. Any member who withdraws his or her membership will not be allowed to reapply for at least six months.

Amending TNI Policies

TNI reserves the right to amend the Rewards Program Terms and Conditions, Policies, and prices for product, without prior notice at any time. Any such changes will be communicated to Rewards members by e-mail and by posting them on TNI's web site. These amendments are binding on all members at the time of their publication by TNI on the company web site or otherwise communicated to active memberships, whichever is earlier. In the event

of a conflict between the amendment and any other document, the amendment will control.

Correct Address and Contact Information

Each Rewards member must submit and maintain a correct mailing and shipping address that accurately reflects where the Rewards member resides. Phone, fax, and/or cell phone numbers must also be kept accurate. No more than two memberships may use the same mailing and/or shipping address. If the Rewards member has failed to notify TNI of a change in address and TNI is unable to deliver product or notices to that Rewards member, the membership may be charged a \$25.00 administrative cost associated with TNI's efforts to correct the error.

Rewards Member Product Satisfaction Guarantee

TNI offers a 100% money-back guarantee to all Rewards members. If, for any reason, a Rewards member is not satisfied with his or her purchase, he or she may receive a full refund. He or she must simply return the product to TNI within 30 days of purchase. TNI will then provide the customer with a 100% refund, less any shipping and handling costs, to the original form of payment. All returns require the original receipt in order for the refund to be issued to the original form of payment. Only in-store credit will be issued without a receipt. Only in-store credit will be issued for products from orders in which a Rewards Bonus Certificate was used. TNI reserves the right to refuse a return if it determines at its sole discretion that the return is an abuse of the product satisfaction policy. For questions regarding product returns, please call TNI's customer service center.

Rewards Program Points

Rewards Program points, of themselves, have no monetary value. Points are not transferable, and are voided upon cancellation or termination of the membership.

Advertising

Tahitian Noni Rewards members shall not be licensed to use Tahitian Noni International's intellectual property, including but not limited to trademarks, trade names, logos, phone numbers, graphics, and images.

Simultaneous Interests

No individual may have a simultaneous beneficial interest, either directly or indirectly, in more than one Rewards membership or IPC account. A Rewards member may not encourage or facilitate a simultaneous beneficial interest. A simultaneous beneficial interest includes but is not limited to any ownership interest directly or indirectly in another Rewards membership or IPC account; any control of or ability to control a membership or IPC account; any direct or indirect receipt of Rewards member benefits; access to a bank account of another Rewards membership



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or IPC account; and any other similar interests pertaining to a membership. The spouse of a Rewards member, de facto or common-law spouse or cohabitant, or dependent family members living in the same household as a Rewards member are presumed to have a beneficial interest under the above definition.

Change of Host

If a Rewards member would like to change hosts and be hosted by someone else, the Rewards member has two options. These options are listed below. Once a Rewards member is released through one of these two options, their membership is terminated and they must sign up again as a Rewards member in order to receive the benefits of being a Rewards member.

1. The Rewards member can sign up again under the new host six months after his or her cancellation, six months from the date of the last order placed or six months from the date that the Rewards member last had a beneficial interest as described under the “Simultaneous Interest” policy, whichever date is later.

2. The Rewards member can submit a completed Hostline Release Form to the TNI compliance department, which will cancel the current membership. The Rewards member being released would not have to wait the six months to re-sign up under a different personal host, but could do so immediately upon TNI’s approval of the release. TNI reserves the right to refuse any release at their own discretion for any reasonable business or economic reason. Rewards members may contact their host for a copy of the Hostline Release Form and for the names and contact information of the individuals whose signatures are required. This procedure assures that all who would be affected by the release are in agreement. Upon release, the Rewards membership will be canceled. The Rewards member will also forfeit all privileges and benefits accrued under the terminating membership. The Rewards member may then sign up under a new host without having to wait the six month waiting period.

Death of a Rewards Member

A Rewards membership shall become void in the case of a Rewards member’s death.

Investigation of Policy Violations

The goal of TNI Compliance is to handle all compliance issues fairly and efficiently. Therefore, TNI Compliance must act only on substantiated evidence in documentary form. This procedure helps ensure that all Rewards members and IPCs will be treated with equal fairness. Any complaint submitted to TNI Compliance must be in writing, with written evidence of the policy violation linked to the

Rewards membership or IPC account in question. Upon receipt of such a claim against a Rewards member or IPC, TNI Compliance will contact that Rewards member or IPC and other relevant persons to obtain all facts and assertions relating to the conduct in question. Because of TNI’s privacy procedures, TNI may or may not notify the submitting Rewards member or IPC of any investigation done or disciplinary action taken as a result of the claim submitted by the Rewards member or IPC. Written notification of any claim must be received within one year of the date that the Rewards member or IPC knew, or should have known, about the claim.

Suspension

A Rewards membership may be suspended for violating the terms of the membership, including any published amendments. TNI will inform the Rewards member in writing that the suspension will occur effective the date cited on the notification. TNI will cite the reason for the suspension and the steps necessary (if any) to remove the suspension. The suspension notice will be sent to the Rewards member’s address on file with TNI pursuant to the notice provisions contained in the Policies. Suspension may or may not lead to termination of the Rewards membership, as determined by TNI at its sole discretion. TNI may take certain action during the suspension period, including, but not limited to, prohibiting the Rewards member from purchasing services and products from TNI.

Termination

A Rewards membership may be terminated for violating the terms of the agreement, including any published amendments. At its sole discretion, TNI may terminate a Rewards membership for any reason upon 30 days prior written notice. The termination letter will be sent to the last known address maintained in TNI’s files and will be effective as of the date cited in the notice. If a Rewards member wishes to appeal termination by TNI, an appeal in writing must be received within 30 days from the date the Rewards member receives notice of termination. The decision of TNI based on the appeal will be final and subject to no further review.