

Website Terms of Use

New Zealand

EFFECTIVE 1 JULY 2026

LIFEVANTAGE WEBSITE TERMS OF USE

These LifeVantage Website Terms of Use (“**Terms of Use**”) are entered into by and between you and **LifeVantage New Zealand Limited** (“**LifeVantage**,” “**Company**,” “**our**,” “**we**,” or “**us**”). These Terms of Use govern your access to and use of the Websites. By using the Websites, creating an account, accessing a portal, or clicking to accept these Terms of Use when that option is made available, you accept and agree to be bound by these Terms of Use and the Privacy Notice, as each may be amended from time to time. If you are a Consultant, you are additionally governed by your Consultant Agreement. If you purchase LifeVantage Products through the Websites, your purchase is also governed by the Terms of Sale. If you do not agree to these Terms of Use or the Privacy Notice, you must not access or use the Websites.

SECTION 1 – DEFINITIONS

1.1 “Consultant” means an independent contractor who has entered into a Consultant Agreement with LifeVantage as more particularly described therein.

1.2 “Consultant Agreement” means the contract between Consultant and LifeVantage as more particularly described therein

1.3 “Feedback” has the meaning set forth in Section 10 of these Terms of Use.

1.4 “LifeVantage Products” means any products and services that LifeVantage authorises for sale, purchase, or distribution in New Zealand, as such offerings may be amended by LifeVantage from time to time at its sole discretion.

1.5 “User Contributions” has the meaning set forth in Section 9 of these Terms of Use.

1.6 “Websites” mean the LifeVantage websites, ecommerce stores, mobile experiences, online resources, portals, social-media features, and technological platforms, including any content, functionality, and services offered through them including, without limitation, LifeVantage webpages, ecommerce experiences, consultant and customer account portals, replicated or personalized pages we make available, and LifeVantage-operated social-media tools or features that link to the Website Terms of Use.

SECTION 2 – ELIGIBILITY

The Websites are offered only to users who are at least 18 years old and can form a binding contract under applicable law. By using the Websites, you represent and warrant that you satisfy these eligibility requirements.

SECTION 3 – CHANGES TO THESE TERMS OF USE

We may revise and update these Terms of Use from time to time at our sole discretion. Changes are effective when posted unless a different effective date is stated. Your continued use of the Websites after revised Terms of Use are posted means that you accept and agree to the changes. Any change to the dispute or governing-law provisions will not apply to a dispute for which the parties had actual notice before the revised provisions were posted unless applicable law permits otherwise.

SECTION 4 – PRIVACY

All information we collect on or through the Websites is subject to the Privacy Notice. By using the Websites, you acknowledge that you have read the Privacy Notice and consent to our collection, use, and disclosure of information as described therein, to the extent consent is required under applicable law. Where the Websites permit profile customization, public consultant pages, user submissions, or other outward-facing features, you are responsible for ensuring that any information you elect to make public is appropriate for disclosure.

SECTION 5– ACCESSING THE WEBSITES AND ACCOUNT SECURITY

To access certain portions of the Websites, you may be asked to provide registration details or other information and create or use credentials such as a username, password, one-time code, or other authentication mechanism. You agree that all information you provide will be true, accurate, current, and complete, and that you will update it promptly if it changes.

You must keep your credentials confidential and must not permit any other person to use your credentials or access restricted portions of the Websites through your account, except where the functionality expressly permits



authorized multi-user or entity administration. You are responsible for all activity that occurs under your account

You must notify us immediately of any unauthorised access to or use of your account or any other security incident affecting the Websites. We may suspend, limit, or disable any account, credential, or access right at any time where we reasonably believe there has been a breach of these Terms of Use, a security concern, fraud risk, misuse of the Websites, or any other conduct that may harm LifeVantage, users, or third parties.

SECTION 6 – PERMITTED USES

Subject to these Terms of Use, LifeVantage grants you a limited, revocable, non-exclusive, non-transferable right to access and use the Websites for your personal, internal, or otherwise authorised use. No right, title, or interest in or to the Websites or any content on the Websites is transferred to you, and all rights not expressly granted are reserved by LifeVantage. You may use the Websites only in compliance with these Terms of Use and applicable law.

SECTION 7 – PROHIBITED USES

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. Without limiting the foregoing, you will not nor will you not encourage or assist any other person to:

- (a) use the Websites in any way that violates any applicable law, regulation, industry code, or third-party right; or
- (b) access or use the Websites for fraudulent, misleading, deceptive, abusive, defamatory, obscene, infringing, harassing, discriminatory, or otherwise objectionable purposes; or
- (c) impersonate or attempt to impersonate LifeVantage, a LifeVantage employee, another user, or any other person or entity; or
- (d) use the Websites in a manner that could disable, overburden, damage, impair, or interfere with any server, network, database, or other user's use of the Websites; or
- (e) introduce viruses, malware, spyware, malicious code, or other technologically harmful material; or
- (f) use any robot, scraper, spider, crawler, data-mining tool, AI bot, or other automated or manual process to access, monitor, copy, extract, scrape, harvest, or index any content, lists, user information, pricing, product information, reward information, genealogy information, or other data

from the Websites without our prior written consent; or

- (g) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive source code or underlying ideas from any software or technology made available through the Websites, except to the extent such restriction is prohibited by law; or
- (h) use framing, meta-tags, hidden text, or similar techniques utilizing Company's name, trademarks, product names, or other proprietary identifiers without our prior written consent; or
- (i) post or transmit any content that is unlawful, misleading, infringing, invasive of privacy, harmful to minors, threatening, hateful, discriminatory, or otherwise objectionable; or
- (j) collect or store personal data about another individual except as expressly authorized by LifeVantage and applicable law; or
- (k) send spam, chain letters, or other unauthorized promotional materials using the Websites or any LifeVantage trademark, domain name, or service; or
- (l) use the Websites or any LifeVantage-provided account, portal, or tool for any commercial resale, diversion, or exploitation activity not expressly authorized by LifeVantage

SECTION 8 – CONSULTANT FACING FEATURES

Some portions of the Websites may support Consultant-facing activities, including account management, order placement, reports, event registration, replicated page or profile features, consultant communications, training resources, and other business-support tools.

Where such functionality is made available, Consultants may use it only in accordance with these Terms of Use, the Terms of Sale where applicable, and the Consultant Agreement.

Without limiting the foregoing, Consultants must not:

- (a) use website-linked tools or features to bypass any of the rules set forth in the Consultant Agreement; or
- (b) misuse any of the information obtained through the Websites; or
- (c) upload or publish content through any Consultant-facing website feature that would violate the terms of the Consultant Agreement; or



- (d) create the false impression that an independent Consultant page, profile, offer, or communication is an official corporate communication of LifeVantage.

LifeVantage may moderate, suspend, alter, or discontinue any Consultant-facing website feature at any time and may remove any content or functionality that it believes, in its discretion, violates these Terms of Use, the Consultant Agreement or applicable law.

SECTION 9 – USER CONTRIBUTIONS AND INTERACTIVE FEATURES

The Websites may include message boards, chat functionality, product reviews, ratings, survey responses, profile features, comments, social media integrations, testimonial submission tools, image or video uploads, or other interactive features that allow users to post, submit, publish, display, transmit, or otherwise make available content (“**User Contributions**”).

You are solely responsible for your User Contributions. You represent and warrant that:

- (a) you own or control all rights necessary to provide the User Contributions and to grant the license below;
- (b) your User Contributions are accurate to the best of your knowledge and not misleading;
- (c) your User Contributions comply with these Terms of Use and applicable law; and
- (d) your User Contributions and Company’s permitted use of them will not infringe, misappropriate, or otherwise violate any third-party rights.

You must not submit User Contributions that are unlawful, false, deceptive, infringing, invasive of privacy, harmful to minors, threatening, hateful, discriminatory, defamatory, obscene, or otherwise objectionable. You must not submit testimonials, claims, endorsements, reviews, or product statements that would breach these Terms of Use or applicable law.

By submitting User Contributions through the Websites, you grant LifeVantage a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable license to host, store, use, reproduce, adapt, modify, publish, translate, distribute, display, perform, create derivative works from, and otherwise exploit those User Contributions as reasonably necessary to operate, improve, market, and promote the Websites, Company’s Products and related programs, subject to the Privacy Notice where applicable.

We may monitor, review, refuse, remove, edit, disable access to, or preserve User Contributions at any time in

our discretion, with or without notice.

SECTION 10 – FEEDBACK AND UNSOLICITED IDEAS

If you provide ideas, suggestions, proposals, comments, enhancement requests, or other feedback relating to the Websites, LifeVantage Products, programs, or business operations (“**Feedback**”), you grant LifeVantage a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right to use and exploit that Feedback for any lawful purpose without restriction, attribution, or compensation to you, except where prohibited by law. Please do not send confidential or proprietary ideas that you expect LifeVantage to hold in confidence unless we have separately agreed to do so in writing.

SECTION 11 – INTELLECTUAL PROPERTY RIGHTS

The Websites and their entire contents, features, and functionality, including all information, software, text, displays, images, video, audio, design, selection, and arrangement, are owned by LifeVantage, its licensors, or other providers of such material and are protected by New Zealand and international intellectual-property laws.

Except as expressly permitted in these Terms of Use or by prior written consent from LifeVantage, you must not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store, transmit, sell, license, frame, mirror, copy, or exploit any material from the Websites. You may electronically copy and print limited portions of the Websites only for your own lawful, personal, internal, or otherwise authorised use.

You may electronically copy and print limited portions of the Websites only for your own lawful, personal, internal, or otherwise authorized use. If you are a Consultant, you may also use certain LifeVantage-provided website materials to the limited extent expressly authorized under your Consultant Agreement. All other use is prohibited.

SECTION 12 – TRADEMARKS AND BRAND FEATURES

The LifeVantage name, logo, and related names, logos, product names, service names, designs, and slogans are trademarks of LifeVantage or its affiliates or licensors. You must not use those marks without prior written permission. All other names and marks appearing on the Websites belong to their respective owners. You must not use Company’s names, marks, product names, or other brand features in domain names, social media handles, page names, metadata, hidden text, or advertising in a way that is false, misleading, confusing, or suggests sponsorship, endorsement, or affiliation not expressly approved by



LifeVantage.

SECTION 13 – LINKING, FRAMING AND THIRD-PARTY SITES

You may link to the homepage of the Websites only in a fair and lawful manner that does not damage our reputation or suggest any form of association, approval, or endorsement on our part without our prior written consent. We may revoke linking permission at any time.

You must not frame the Websites or use any technology or technique to display or enclose the Websites or any portion of them within another site, application, or service without our prior written consent.

The Websites may include links to third-party websites, services, or resources. Those links are provided for convenience only. We do not control and are not responsible for the content, terms, privacy practices, or availability of any third-party website or service. Accessing third-party sites is at your own risk and subject to the terms and policies of those third parties.

SECTION 14 – WEBSITE CONTENT

Information made available on or through the Websites is provided for general informational purposes only. While we try to keep content current, we do not guarantee that any content is accurate, complete, reliable, current, or error-free. Product descriptions, ingredient information, imagery, pricing, availability information, program descriptions, Consultant tools, loyalty features, host rewards, and promotional content may change from time to time at our discretion. Content on the Websites is not medical advice, treatment advice, business advice, legal advice, or financial advice. Any reliance you place on Website content is at your own risk.

SECTION 15 – CHANGES TO THE WEBSITES

We may, at any time and without notice, change, suspend, discontinue, restrict, or remove any part of the Websites, including pricing, product descriptions, content, functions, programs, offers, Consultant tools, ordering functionality, loyalty features, rewards, referrals, host benefits, or account capabilities. We will not be liable if any part of the Websites is unavailable at any time or for any period or time.

SECTION 16 – ONLINE PURCHASE AND OTHER TERMS

To the extent you purchase LifeVantage Products through the Websites, your purchase is governed by the Terms of Sale, which are incorporated into these Terms of Use by

reference. Additional terms may also apply to specific features, programs or tools made available through the Websites. To the extent of a direct conflict, the additional terms for the specific features, programs or tools will control with respect to that feature, program or tool only.

SECTION 17 – MOBILE DEVICES, APPS AND SOCIAL MEDIA FEATURES

If the Websites are accessed through a mobile application, mobile browser, or device-specific feature, you remain responsible for compliance with all laws applicable to your use of the device, including road safety laws and laws relating to the use of mobile devices while driving.

The Websites may provide social media features that enable you to share or link to content. You may use those features solely as provided by us and solely with respect to the content with which they are displayed. We may disable any or all social media features at any time without notice.

Application stores, payment providers, device manufacturers, and platform operators may impose their own terms and conditions on your use of related apps or services. Those terms apply in addition to these Terms of Use.

SECTION 18 – GEOGRAPHIC RESTRICTIONS

The Websites are directed primarily to users in New Zealand and to transactions or activities that are authorised in markets where LifeVantage operates. We make no representation that the Websites or any content, products, services, or programs available through the Websites are appropriate or available for use outside authorised LifeVantage markets. Persons who choose to access the Websites from outside New Zealand or outside authorised LifeVantage markets do so on their own initiative and are responsible for compliance with applicable local laws.

SECTION 19 – SUSPENSION AND TERMINATION

We may, at any time and in our discretion, suspend, restrict, or terminate your access to all or part of the Websites, including any account, feature, or program participation, where we believe you have breached these Terms of Use, applicable law, or, if you are a Consultant, your Consultant Agreement or where your use presents a security, fraud, misuse, or legal risk. Termination or suspension of website access does not waive or limit any other rights or remedies available to LifeVantage.

SECTION 20 – DISCLAIMER OF WARRANTIES



To the fullest extent permitted by law, the Websites, their content, and any services, items or information obtained through the Websites are provided on an as is and as available basis without warranties of any kind, whether express, implied, statutory, or otherwise.

We do not warrant that the Websites will be uninterrupted, secure, error-free, free of viruses or other harmful components, or that defects will be corrected. We do not warrant that the Websites will meet your requirements or expectations.

Nothing in these Terms of Use excludes any guarantee, condition, warranty, right, or remedy that cannot lawfully be excluded, including rights arising under applicable New Zealand consumer laws.

SECTION 21 – LIMITATION OF LIABILITY

To the maximum extent permitted by law, LifeVantage its parents, affiliates and their respective officers, directors, agents, employees, servants and representatives will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive loss or damage, or any loss of profits, revenue, business, goodwill, opportunity, data, or anticipated savings, arising out of or in connection with your use of, or inability to use, the Websites. To the extent LifeVantage is liable to you for any claim arising out of or in connection with the Websites and that liability cannot be excluded but can be limited, Company's liability is limited to the maximum extent permitted by law. Nothing in these Terms of Use excludes or limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence where such liability cannot be excluded, or any other liability that cannot be excluded or limited under applicable law, including non-excludable rights under applicable New Zealand consumer laws.

SECTION 22 – INDEMNIFICATION

To the extent permitted by law, and subject to the preceding liability provisions, you agree to indemnify and hold harmless LifeVantage its parents, affiliates and their respective officers, directors, agents, employees, servants and representatives from and against claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- (a) your breach of these Terms of Use; or
- (b) your unlawful or unauthorized use of the Websites; or
- (c) your User Contributions; or
- (d) your infringement or alleged infringement of any third-party rights.

This indemnity is intended to apply primarily to business, consultant, or other non-consumer misuse of the Websites and will be construed subject to applicable law.

SECTION 23 – GOVERNING LAW; DISPUTES

These Terms of Use are governed by the internal laws of New Zealand.

If you are a Consultant, any dispute arising out of or relating to these Terms of Use or your use of the Websites will be governed by Section 14 of the Policies and Procedures incorporated into your Consultant Agreement.

If you are not a Consultant in relation to the relevant dispute, nothing in these Terms of Use excludes, restricts, or modifies any right you may have to bring a claim before a court, tribunal, or other forum available under applicable law. Subject to any mandatory rights you may have under applicable law, the courts of competent jurisdiction in New Zealand have non-exclusive jurisdiction over disputes arising out of or relating to these Terms of Use or your use of the Websites.

SECTION 24 – WAIVER, SEVERABILITY, AND ENTIRE AGREEMENT

No waiver by LifeVantage of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of that term or condition or a waiver of any other term or condition. If any provision of these Terms of Use is held invalid or unenforceable, the remaining provisions will remain in full force and effect. These Terms of Use, together with the Privacy Notice, the Terms of Sale constitute the entire agreement between you and LifeVantage regarding the Websites unless you are a Consultant then the entire agreement also includes the Consultant Agreement.

SECTION 25 – CONTACT INFORMATION

The Websites are operated for New Zealand by LifeVantage New Zealand Limited. Questions may be directed to the then-current support or compliance contact channels identified on the Websites.

