

**ABOUT THESE TERMS AND CONDITIONS:** The following terms and conditions apply to **OPTAVIA**, LLC (" **OPTAVIA**" or the "Company") and relate specifically to **OPTAVIA** Premier. These terms and conditions may vary from **OPTAVIA**'s general terms and conditions. **OPTAVIA** reserves the right to change these terms and conditions at any time. **OPTAVIA** may notify you when there are changes to these terms and conditions. **OPTAVIA** reserves the right to terminate your **OPTAVIA** Premier account if you no longer agree to be bound by these terms and conditions.

**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. New Clients should create an online account during checkout; existing Clients should sign in using their current username and password during checkout. You may also enroll in **OPTAVIA** Premier by contacting the Client Success Team at 1-888-**OPTAVIA**.

**FREE GIFTS, DISCOUNTS AND REWARDS:** Your **OPTAVIA** Premier enrollment entitles you to the following, subject to these terms and conditions:

Initial **OPTAVIA** Premier Order:

- I. Receive a total of five 5 free boxes of **OPTAVIA** Essential Fuelings\* ("Essential Fuelings"), **OPTAVIA** Select Fuelings† ("Select Fuelings") or Medifast® Classic Fuelings‡ ("Classic Fuelings"), or a combination of Essential, Select or Classic Fuelings, with any of the following purchases:
  1. Purchase any 15 - 19 individual boxes of Essential, Select or Classic Fuelings and receive 1 week free (i.e., 5 free boxes of your choice of Essential, Select or Classic Fuelings, or a combination of the three); or
  2. Purchase any **OPTAVIA** Optimal Weight 5 & 1 Plan® Kit option (there are six Optimal Weight 5 & 1 Kit options available: "Select Optimal Kit with the Habits of Health System," "Select Favorites Kit," "Essential Optimal Kit with the Habits of Health System," "Essential Optimal Kit," "Essential On-The-Go Kit with the

Habits of Health System” and the “Essential On-The Go-Kit”), and receive 1 week free (i.e., 5 free boxes of your choice of Essential, Select or Classic Fuelings, or a combination of the three).

- II. Receive a discount equivalent to 5 free boxes of **OPTAVIA** Select Fuelings (i.e., \$114.75) applied to your order total by purchasing 20 or more individual boxes of Fuelings (Essential, Select or Classic Fuelings, or a combination of the three).
- III. Receive a total of 5 free boxes of Optimal Health Fuelings of your choice with any of the following 2 purchases:
  1. Purchase the Optimal Health Kit (3&3 Plan) and receive 5 free boxes of Optimal Health Fuelings of your choice;
  2. Purchase any 9 - 14 individual boxes of Optimal Health Fuelings and receive 5 free boxes of Optimal Health Fuelings of your choice.
    1. The aforementioned 5 free boxes of Optimal Health Fuelings is a one-time only offer available to new and existing **OPTAVIA** Premier members and is only available with your initial (first) **OPTAVIA** Premier order of the “Optimal Health Kit (3&3 Plan),” or 9 - 14 individual boxes of Optimal Health Fuelings. Members will pay full price for the 5 boxes on their next order.
    2. Receive a discount equivalent to 5 free boxes of Optimal Health Fuelings (i.e., \$94.75) applied to your order when you purchase 15 or more boxes of Optimal Health Fuelings. The aforementioned discount is a one-time only offer available to new and existing **OPTAVIA** Premier members and is only available with your initial (first) **OPTAVIA** Premier order of 15 or more Optimal Health Fuelings. Members will pay full price on their next order.
- IV. Clients who purchase one of our two “4 & 2 & 1 Kits” will receive a 20% discount off their first order:
  - a. Clients who purchase the “Essential Optimal Kit with the Habits of Health System (4 & 2 & 1 Plan™)” will receive a total discount of \$91.70 off their first order;



- b. 5% Rewards earned on **OPTAVIA** Premier orders with an item total between \$150-\$249.99 (Rewards are not calculated on any surcharges, see Rewards section for full details and restrictions);
- c. Free shipping on orders over \$250 (after the application of any discounts, prior to application of Applied Rewards or credits), subject to certain limitations under these terms and conditions; and
- d. Flat rate shipping of \$5.00 on orders between \$150 - \$249.99 (after the application of any discounts, prior to the application of Applied Rewards or credits), subject to certain limitations under these terms and conditions.

\* **OPTAVIA** Essential Fuelings consists of over 40 core healthy options in the **OPTAVIA** branded line of products. Clients are permitted to mix and match their choice of 5 free boxes, i.e., clients can select 5 Essential Fuelings, 5 Select Fuelings, 5 Classic Fuelings or a combination of same. The 5 free boxes can be customized using the free meal picker by simply clicking on the button that says, "Customize Your Own." If you have not customized your 5 free boxes when your order is placed, your order will default to a prepackaged assortment selected by **OPTAVIA** and the contents are subject to change at our discretion. The 5 free boxes of Select, Essential or Classic Fuelings are added to your qualifying **OPTAVIA** Premier order and are not a discount. If you purchase any 20 or more individual boxes, the 5 free boxes will appear as a discount. Free Fuelings do not include Ready-to-Drink Shakes, snacks, Flavor Infusers®, or Flavors of Home® products.

† **OPTAVIA** Select Fuelings consists of a selection of premium healthy options in the **OPTAVIA** branded line of products. Clients are permitted to mix and match their choice of 5 free boxes, i.e., clients can select 5 Essential Fuelings, 5 Select Fuelings, 5 Classic Fuelings or a combination of same. The 5 free boxes can be customized using the free meal picker by simply clicking on the button that says, "Customize Your Own." If you have not customized your 5 free boxes when your order is placed, your order will default to a prepackaged assortment selected by **OPTAVIA** and the contents are subject to change at our discretion. The 5 free boxes of Select, Essential or Classic Fuelings are added to your qualifying **OPTAVIA** Premier order and are not a discount. If you purchase any 20 or more individual boxes, the 5 free boxes will appear as a discount. Free Fuelings do not include Ready-to-Drink Shakes, snacks, Flavor Infusers, or Flavors of Home products.

‡Medifast Classic Fuelings consists of over 50 healthy options in the Medifast branded line of products. Clients are permitted to mix and match their choice of 5 free boxes, i.e., clients can select 5 Essential Fuelings, 5 Select Fuelings, 5 Classic Fuelings or a combination of same. If you have not customized your 5 free boxes when your order is placed, your order will default to a prepackaged assortment selected by **OPTAVIA** and the contents are subject to change at our discretion. The 5 free boxes of Select, Essential or Classic Fuelings are added to your qualifying **OPTAVIA** Premier order and are not a discount. If you purchase any 20 or more individual boxes, the 5 free boxes will appear as a discount. Free Fuelings do not include Ready-to-Drink Shakes, snacks, Flavor Infusers, or Flavors of Home products.

§The 5 free boxes of Optimal Health Fuelings consists of several weight maintenance options in the Medifast branded line of products and can be customized using the free meal picker by simply clicking on the button that says, "Customize Your Own." If you have not customized your 5 free boxes when your order is placed, your order will default to a prepackaged assortment selected by **OPTAVIA** and the contents are subject to change at our discretion. If you purchase any 15 or more individual boxes, the 5 free boxes will appear as a discount.

Subsequent **OPTAVIA** Premier Orders:

- I. 10% Rewards earned on **OPTAVIA** Premier orders with an item total over \$250 (see Rewards section for full details and restrictions);
- II. 5% Rewards earned on **OPTAVIA** Premier orders with an item total between \$150 - \$249.99 (see Rewards section for full details and restrictions);
- III. Free shipping on orders over \$250 (after the application of any discounts, prior to application of Applied Rewards or credits), subject to certain limitations under these terms and conditions; and
- IV. Flat rate shipping of \$5.00 on orders between \$150 - \$249.99 (after the application of any discounts, prior to application of Applied Rewards or credits), subject to certain limitations under these terms and conditions.
  1. To receive the above-referenced benefits and discounts you must be an active **OPTAVIA** Premier member. In order to remain active in **OPTAVIA** Premier you must have an **OPTAVIA** Premier order processed at least once every 60 days. A minimum order amount is not required to keep an **OPTAVIA** Premier member active.

**SHIPPING:** Your first order will be processed immediately after your successful **OPTAVIA** Premier order submission. Subsequent **OPTAVIA** Premier orders will be processed monthly on the date selected unless otherwise changed. **OPTAVIA** Premier orders will ship within approximately 2 business days of your **OPTAVIA** Premier order processing date. "Business day" is defined as Monday through Friday, and shall not include any holidays or weekends.

Qualifying **OPTAVIA** Premier orders over \$250.00, shipping to addresses within the Continental United States, will receive free shipping; qualifying **OPTAVIA** Premier orders between \$150 - \$249.99, shipping to addresses within the Continental United States will receive flat rate \$5 shipping\*. Qualifying **OPTAVIA** Premier orders less than \$150 shall not receive flat rate shipping or free shipping, but will be assessed full price 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. After this one-time automatic purchase, please make sure your future product order totals meet the minimum requirements needed in order to receive any applicable shipping benefits. Allow 2 - 7 business days from ship date for delivery. "Business day" is defined as Monday through Friday, and shall not include any holidays or weekends. All **OPTAVIA** Premier orders including Ready to Drink products are subject to a shipping surcharge†.

\*Orders shipping to addresses outside the Continental United States are ineligible to receive free shipping. Orders shipping to addresses outside of the Continental United States are eligible to receive flat rate shipping, based on order total. For orders between \$150 - \$249.99, the flat rate shipping fee to these areas will be \$25. For orders over \$250, the flat rate shipping fee to these areas will be \$35. Orders under \$150 will be assessed full shipping at the standard published shipping rate. These areas include: Alaska, American Samoa, Federated States of Micronesia, Hawaii, Guam, Marshall Islands, Northern Mariana Islands, Puerto Rico, and the US Virgin Islands.

†If an order contains any Ready To Drink (RTD) product (individual boxes or cases), the order will be assessed a shipping surcharge. The surcharge amount will be equal to 10% of the retail cost for the RTD product on the order within the Continental United States (48 contiguous United States, the District of Columbia, and APOs, FPOs, and DPOs). The surcharge amount for orders outside the Continental United States increases to 40% of the retail cost for the RTD product on

the order. Please note: taxes may apply to the RTD product surcharge, depending on shipping locale:

- Example 1 (Continental U.S.): 1 box RTD = \$3.35, so the surcharge would be \$.34 for that order (10% of \$3.35);
- Example 2 (Continental U.S.): 1 case RTD = \$66.75, so the surcharge would be \$6.68 for that order (10% of \$66.75);
- Example 3 (Outside Continental U.S.): 1 box RTD = \$3.35, so the surcharge would be \$1.34 for that order (40% of \$3.35);
- Example 4 (Outside Continental U.S.): 1 case RTD = \$66.75, so the surcharge would be \$26.70 (40% of \$66.75).

**MODIFICATIONS AND CANCELLATIONS:** All modifications and cancellations to your **OPTAVIA** Premier order must be submitted electronically via your online account or via phone no later than 6 p.m. Eastern Time the day before your **OPTAVIA** Premier order processing date. Requests submitted after 6 p.m. Eastern Time the day before your **OPTAVIA** Premier order processing date will apply to your next scheduled **OPTAVIA** Premier order.

**Modifications:** You may modify your **OPTAVIA** Premier order contents, **OPTAVIA** Premier order processing date, shipping address and/or billing information at any time subject to the terms and conditions of **OPTAVIA** Premier. To modify your **OPTAVIA** Premier order or account information, sign in to your online account and select "edit your Order." You may modify your **OPTAVIA** Premier order or account at any time up to 6 p.m. prior to your **OPTAVIA** Premier order processing date. Requests submitted after 6 p.m. Eastern Time the day before your **OPTAVIA** Premier order processing date will apply to your next scheduled **OPTAVIA** Premier order.

**Cancellations:** You may cancel your enrollment in **OPTAVIA** Premier at any time subject to the terms and conditions of **OPTAVIA** Premier. To cancel your **OPTAVIA** Premier order, sign in to your online account, and select "Cancel **OPTAVIA** Order." You may also cancel your **OPTAVIA** Premier membership by contacting the Client Success Team at 1-888-**OPTAVIA**. After cancellation, you have 60 days to reinstate your **OPTAVIA** Premier membership and retain all benefits subject to the terms and conditions of **OPTAVIA** Premier. To reinstate your **OPTAVIA** Premier membership, sign in to your online account and select

"Reinstate **OPTAVIA Premier.**" Refusing or returning an **OPTAVIA Premier** or manual order does not automatically cancel your **OPTAVIA Premier** enrollment. Your **OPTAVIA Premier** orders will continue to be charged to your credit card 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.

**RETURNS:** An **OPTAVIA Premier** member shall be able to return a full or partial **OPTAVIA Premier** order to receive a refund, as per the current published **OPTAVIA Return Policy**. Please note, free boxes of Fuelings may not be returned or exchanged. For discounted orders, **OPTAVIA Premier** members will only be refunded the amount actually expended by the member for the discounted order.

**RE-ENTRY:** If you wish to re-enroll in **OPTAVIA Premier** after 60 days following cancellation, you may do so and can re-enter the program and receive the benefits at the point of cancellation. You must place an **OPTAVIA Premier** order of any amount to re-enter **OPTAVIA Premier** and return to "active" **OPTAVIA Premier** member status. Re-entry orders are subject to full shipping costs. Re-entry orders are eligible to earn Rewards (see Rewards section for full details and restrictions). Please note, a former **OPTAVIA Premier** member who reinstates or re-enters **OPTAVIA Premier** will not be considered new for the purpose of receiving full program benefits; only former **OPTAVIA Premier** members who have not placed an order in the last 365 days will be considered "new" and will be eligible to receive full program benefits. Any earned Rewards will expire within 60 days of issue date regardless of whether the **OPTAVIA Premier** account is active or cancelled.

**COST AND BILLING:** There is no charge 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. Each month 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, sign 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.

**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, sign in to your online account, and under “My Account” select the option, “Payment Details.” 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, sign in to your online account and select the appropriate option under “My Account.” As an alternative, you may contact the Client Success 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.

**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 via phone and/or email to inform you and offer alternative selections. 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 or the Company is unable to contact you to offer alternative selections.

**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 Success Team at 1-888-**OPTAVIA** to verify if the Company can deliver to your Post Office (P.O. Box) address. **OPTAVIA** Premier orders cannot be shipped to Canada, or any other destination outside the 48 contiguous United States, the District of Columbia, Alaska, Hawaii and all APO/FPO and DPOs. United States Territories include American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. **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. By enrolling in **OPTAVIA Premier**, the Client agrees that the service is governed by the laws of the state of Maryland.

**DISCLOSURE OF YOUR INFORMATION:** All Client information is private and only used to process **OPTAVIA Premier** or manual 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 **OPTAVIA Coach** will be notified that you are a member of **OPTAVIA Premier** for the purposes of coaching and support. Your personal payment information will not be available to them.

**OPTAVIA PREMIER REWARDS:** To be eligible for **OPTAVIA Premier Rewards** you must be an active **OPTAVIA Premier** member. In order to remain active in **OPTAVIA Premier** you must have an **OPTAVIA Premier** order process at least once every 60 days. A minimum order amount is not required to keep an **OPTAVIA Premier** member active.

Earning Rewards: The Rewards amount shall be calculated based on the total consumable goods on the order, minus any discounts and/or Applied Rewards from the previous **OPTAVIA Premier** order. Rewards shall be earned on every **OPTAVIA Premier** order with an item total of \$150 or greater (after application of any discounts, prior to application of Applied Rewards, shipping, taxes and/or credits). All **OPTAVIA Premier** orders with an item total of \$250 or greater (after application of any discounts, prior to application of Applied Rewards, shipping, taxes and/or credits) shall earn a Reward of 10% of the consumable goods on the order, minus any Applied Rewards. All **OPTAVIA Premier** orders with an item total between \$150 and \$249.99 (after application of any discounts, prior to application of Applied Rewards, shipping, taxes and/or credits) shall earn a Reward of 5% of the consumable goods on the order, minus any Applied Rewards. Rewards do not constitute property. You cannot transfer Rewards to another **OPTAVIA Coach**, individual or client. Rewards are not redeemable for cash. Rewards may only be redeemed as described below.

**REWARDS REDEMPTION:** Redeemed rewards are termed "Applied Rewards" and shall appear as a line item when applied to an **OPTAVIA Premier** order. Rewards can be redeemed on any **OPTAVIA Premier** order, regardless of the order amount. Any available Rewards shall

be automatically applied in full to the next **OPTAVIA** Premier order that processes within 60 calendar days of the date on which the Rewards were earned (there is no carryover of Rewards). Applied Rewards shall decrease the order total and order volume. Once Applied Rewards have been applied to an order, they cannot be re-applied to an **OPTAVIA** Premier member's account, regardless of whether the order was returned, partially returned or cancelled.

**REWARDS - ORDER RETURNS:** Earned Rewards (any rewards earned when the original order was placed) from a returned order shall be deducted from the available Rewards (if any) on a Client's account at the time the refund is processed. An **OPTAVIA** Premier member who returns an **OPTAVIA** Premier order in full shall have the entire amount of Rewards earned for that order removed from his/her account in the "Earned Rewards" section, at the same percentage earned on the original order. An **OPTAVIA** Premier member who returns a partial **OPTAVIA** Premier order shall have the amount of Rewards equal to the returned items on that order removed from his/her account in the "Earned Rewards" section, at the same percentage earned on the original order. If the amount of Rewards associated with a returned order is greater than the available balance of Rewards on a Client's account, the Rewards will reflect a negative balance in the "Earned Rewards" section. Negative rewards will not expire and must be offset with the placement of another **OPTAVIA** Premier order in which Rewards are earned. Applied Rewards will be added to a returned order to ensure that the refund amount is equal to (for an order returned in full) or less than (for an order that is partially returned) than the amount paid by the **OPTAVIA** Premier member. Applied Rewards for a returned order will not be re-applied to an **OPTAVIA** Premier Club member's account as they have already been used on an order. Any return of product shall be conducted in accordance with the current published Return Policy and has no impact on Applied or Earned Rewards

**REWARDS EXPIRATION:** If unused, Rewards shall expire within 60 days of issue date.