

provision has been breached.

G. Sales Tax, GST, VAT.

1. U.S. sales tax is collected on the Product's suggested retail price and is calculated using the applicable rates for the location to where the product is shipped. The Company will collect and remit sales tax to the proper taxing authority. In those jurisdictions where a Distributor may, and has registered as a withholding agent through a local sales tax agency and submitted a "Sales and Use Tax Exemption Certificate" or equivalent document to the Company, the collection of sales tax will be the responsibility of the Distributor. It is the responsibility of the Distributor to provide an updated copy of its certification for exemption from sales tax each year.
2. In all other jurisdictions, Goods and Services Tax (GST), Value-Added Tax (VAT), or other applicable transaction tax is based on the purchase price. The Company will provide its GST or VAT number and proper invoicing, which may include electronic invoicing, where permitted by law. The Company does not include GST or VAT in commission payments. Distributors who are GST or VAT registered and are required to collect and remit GST or VAT on their services may send a valid GST or VAT invoice to the Company to charge them for GST or VAT on commission income.

H. Notice of Cooling-Off Period to Customers.

When making a retail sale, a Distributor shall verbally disclose the Customer's rights to cancel the sale. Those rights are set forth in the pre-printed sales receipt provided by the Company, which sales receipts must be completed and delivered to the Retail Customer upon making the sale. The sales receipt is available to download in Distributor back office. If the Customer exercises the right to cancel the sale, the Distributor making the sale shall follow the refund

procedures described in this Section. The Customer should return all unused Product.

I. Returns, Refunds, and Exchanges. The Company will refund the purchase price of Product or exchange it pursuant to the following.

1. If the Distributor (and/or his or her Customer who ordered directly from the Company) is not completely satisfied with the First Product Purchase, he or she may send to the Company the unused portion of the First Product Purchase within thirty (30) days of the original purchase date and the Company will refund 100% of the purchase price (unused portion must be more than half full to be considered for a full refund) (less shipping and handling). If the First Product Purchase is returned after the thirty (30) day period, the Company will refund 90% of the purchase price (less shipping and handling).
2. For orders other than the First Product Purchase, the Company will refund the unused purchase price of returned Products (less shipping and handling), and reserves the right to charge a 10% restocking fee. If the Product Purchase is returned after the thirty (30) day period, the Company will refund 90% of the unused product purchase price (less shipping and handling).
3. A Distributor requesting a refund (and his or her Customer who ordered directly from the Company) must contact the Company's Customer Service department to obtain a return merchandise authorization (RMA) number from the Company. Product returned to the Company must have an RMA number written on the outside of the shipping carton. Any Product without an RMA number will not qualify for a refund and will be returned to the Distributor at the Distributor's expense. Upon receipt of the returned Product, the return will be noted by the Company and a refund will be issued to the Distributor within

thirty (30) days. Refund payment methods are limited to the original form of payment, or if not available, by check in US dollars or such other form as the Company may choose. No refunds will be issued after one year from the purchase date. All refunds are subject to:

- a. The request for a refund being made within ninety (90) days of purchase request (older than 90 days of the purchase date of the product(s) will only be refunded via an in store gift certificate);
 - b. The 70% rule in Section 6.H above (Distributors only);
 - c. The Product being returned is in a marketable condition (unopened, unaltered and resalable) as determined by the Company;
 - d. The Product being sent through a form of delivery that can be traced (e.g., FedEx) and received within seven (7-10) days of contacting the Company.
 - e. If product being return is a subject to an expiration date. It is in its acceptable expiration date range.
4. Any product kit returned to Be Young Total Health must be complete; otherwise the kit will not be eligible for an exchange or refund. For any complimentary item(s) received by the purchase, returns will be handled as follows:
 - a. If a qualifying purchase is returned in whole or in part, therefore negating the qualification to receive the complimentary item, the promoted product(s) must also be returned or the member will be charged for the free product(s).
 - b. If one of the promotion products is returned, Be Young Total Health will not credit the Distributor, as Be Young Total Health will assume the returned item(s) is the promoted product(s). If both products of the promotion are returned, Be Young will credit the member for the product purchased.
 5. For any complimentary item(s) received by the purchase, returns will be handled as follows:
 - a. No individual items from a kit will be eligible for a refund.
 6. Exceptions to the refund policies may be extended by the Company in instances in which Distributor misconduct, misrepresentation, or other extenuating circumstances may require. Previously paid Commissions or Ranks may be reversed and/or adjusted as a result of the exceptions and at the sole discretion of the Company.
 7. Customer may return Product to the Distributor who is then responsible for processing an exchange with the Company or issuing a refund to the Customer. The Distributor shall honor his or her Customer's timely request even if it is made after any cooling off period required by law has expired. A request is timely if made within ninety (90) days after the date of sale to the Customer.
 8. Any Commissions paid to the Distributor and his or her Upline for the Product returned by the Distributor or Customer may be debited from the respective Upline Distributor's account or withheld from present or future Commission payments. A Distributor agrees that he or she will not rely on existing Downline Organization Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank and/or Commission payout.
 9. All shipping or courier costs for the return of Product will be borne solely by the Distributor unless otherwise prohibited by law. Any damage or loss that occurs to returned Product during shipping will be the responsibility of the Distributor. Should the Product arrive at the Company's Return Department damaged (thereby rendering it

non-resalable), the Company will reject the shipment. Partial Product returns will not be accepted or refunded in accordance with the Company's standard return policies.

10. The Company will exchange Product if the Product is damaged in shipment, incorrectly sent due to a Company error, or of substandard quality. However, when an exchange is not feasible, the Company will refund the amount of the returned Product. If Product is damaged or defective, a Distributor should contact the Company within ten (10) days of receipt of the order. The Company will issue a call tag for the Product and immediately send a replacement order. The Company will inspect the Product upon receipt.

J. Buy Back. The Company will buy back unused Product and sales material sold to a Distributor who voluntarily terminates the Contract pursuant to Section 9.E, Termination. Such buy back is subject to the return policies set forth in this Section, except that sales materials (opened or unopened) purchased by the Distributor are subject to a 100% refund of the purchase price, less shipping costs. Written notice of a Distributor's voluntary termination is required to obtain a refund when returning the Distributor kit and/or sales materials.