

Canada

Affiliate Terms & Policies

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ASSOCIATE TERMS & POLICIES

1. Applying to Become an Affiliate.....	2	42. Investigation and Notice of Policy Violations.....	8
2. Minimum Age	2	43. Compliance.....	8
3. Training Requirement.....	2	44. Appeal Process	8
4. Affiliate Rights and Privileges.....	2	45. Effect of Termination.....	8
5. Sales Requirement.....	2	46. Protection of Confidential Information.....	8
6. Independent Contractor Status	2	47. Indemnification.....	9
7. Termination by Affiliate.....	2	48. Amendments.....	9
8. Adherence to Commission Plan	3	49. Assumption of Risk	9
9. Affiliate-Created Material	3	50. Integrated Agreement.....	9
10. Product Claims.....	3	51. Force Majeure.....	9
11. Income and Lifestyle Representations	3	52. Severance.....	9
12. Social Media	4	53. Survival.....	9
13. Minimum Advertised Price.....	4	54. Waiver.....	9
14. Email Solicitation.....	4	55. No Reliance.....	10
15. Media Promotion.....	4	56. Headings	10
16. Intellectual Property.....	4	57. Translations.....	10
17. Use of Affiliate Name, Likeness, and Image	5	58. Capitalized Terms	10
18. Service Outlets	5	59. Dispute Resolution—Binding Arbitration	10
19. Online Sales	5	60. Definitions	10
20. Participation in Other Direct Sales Companies	5		
21. Competing Products and Non-solicitation	5		
22. Crossline Raiding	5		
23. Non-Disparagement	5		
24. One Business Per Affiliate.....	6		
25. Termination by the Company.....	6		
26. Sponsor/Placement Changes	6		
27. Anti-Manipulation.....	6		
28. Authorized Sales	6		
29. Actions of Household Members, Partners, Associated Entities, or Third Parties	6		
30. International Business	6		
31. Business in China.....	7		
32. Compliance with the Law.....	7		
33. Product Care and Quality Control Requirements	7		
34. Retail Sales.....	7		
35. Commissions and Adjustments	7		
36. Sales Tax	7		
37. Delivery and Risk of Loss.....	7		
38. Return Policy.....	7		
39. Rescission Returns.....	8		
40. Abusive Returns.....	8		
41. Term of a USANA Business	8		

1. APPLYING TO BECOME AN AFFILIATE

An individual may apply to become an Affiliate by completing the following steps:

- Complete, sign, and return an online or hardcopy Affiliate Application to the Company;
- Provide valid contact information and, if applicable, Provincial Sales Tax (PST), Quebec Sales Tax (QST), Goods and Services Tax (GST), or Harmonized Sales Tax (HST);
- Possess a current government-issued photo identification. Affiliates are required to provide proof of identity upon request.

Applicants are not required to purchase any Products or materials to become an Affiliate.

An Enrollee may only change their customer type once in a six-month period, whether it is from Affiliate to Associate or Associate to Affiliate.

2. MINIMUM AGE

Persons under the age of majority in the person's province of residence may not be Affiliates, and no Affiliate shall knowingly Enroll, or attempt to Enroll, any person under the age of majority.

3. TRAINING REQUIREMENT

If USANA requires any training to maintain Affiliate status, an Affiliate must complete the training within the required time period.

4. AFFILIATE RIGHTS AND PRIVILEGES

The Agreement grants Affiliates the following rights and privileges:

- Purchase USANA Products at a discounted price;
- Promote USANA products and receive commissions for product purchases from the Affiliate's Customers;
- Enroll other individuals as Preferred Customers or Affiliates (in participating markets) into the USANA business;
- Sell USANA Products and keep the difference between the price the Affiliate paid the Company for the Products and the price at which the Affiliate sold the Products to Customers; and
- Participate in Affiliate-specific promotional and incentive contests and other USANA Affiliate programs;
- Participate in USANA-sponsored support, service, training, motivational, and recognition functions upon payment of appropriate charges, if applicable.

An Affiliate's continued participation in any of the above activities or acceptance of any other benefits under the Agreement constitutes acceptance of the Agreement and any and all renewals and amendments thereto.

5. SALES REQUIREMENT

An Affiliate must achieve a minimum of \$150 USD in sales through the Affiliate share link every sixty (60) days to maintain their Affiliate status. Personal purchases will not satisfy this requirement. If the minimum sales requirement is not reached, the Affiliate will be automatically reclassified as a Preferred Customer. USANA will notify the Affiliate by email in the month prior to reclassification. If an Affiliate wishes to reinstate his/her Affiliate status after having been reclassified, he/she may do so at any time by emailing affiliatesupportCA@USANAinc.com.

6. INDEPENDENT CONTRACTOR STATUS

Affiliates are independent contractors. The Agreement and these Terms & Policies do not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate, and Affiliates shall not represent themselves to be employees, agents, or representatives of the Company or purchasers of a franchise. Affiliates are responsible for paying any income or other taxes they may owe, and for their own business expenses. Affiliates are not entitled to benefits that USANA may make available to its employees. Affiliates may engage helpers or assistants without seeking approval from the Company, but any Affiliate who hires others remains fully responsible for the activities of such helpers or assistants, such that any breaches of the Agreement by any such person will be deemed to have been committed by the Affiliate who hired such person. Affiliates will not be treated as employees for tax purposes or for any other reason.

Affiliates shall establish their own goals, hours, place of business, and methods of sale, so long as they comply with the Agreement. Affiliates are solely responsible for all decisions made and all costs incurred with respect to their activities under the Agreement. All Affiliates assume every entrepreneurial and business risk in connection with the Agreement. Affiliates are responsible for obtaining any applicable state or local licenses, permits, and other governmental approvals, including, without limitation, any qualifications that may be required to transact business in states other than his/her domicile.

7. TERMINATION BY AFFILIATE

An Affiliate may voluntarily terminate his/her Agreement in the following ways:

- Written Notice. An Affiliate may terminate his/her Agreement at any time for any reason. Termination must be submitted in writing to the Company by email at affiliatesupportCA@USANAinc.com or by mail at its principal business address.
- Failure to Re-affirm Adherence to the Agreement. From time to time, Affiliates may be prompted to re-affirm the application of, and adherence to, the Agreement. Failure to agree to the Agreement may result in the termination of the Agreement.

- Inactivity. If an Affiliate does not have a commissionable sale for a period of twelve (12) months, the Affiliate may be suspended and/or terminated.

8. ADHERENCE TO COMMISSION PLAN

Affiliates must adhere to the terms of the Affiliate Commission Plan. Affiliates shall not:

- Require or encourage other current or prospective Customers to participate in USANA in any manner that varies from the Affiliate Commission Plan;
- Require or encourage other current or prospective Customers to execute any agreement or contract other than official USANA agreements and contracts in order to become a Preferred Customer;
- Require or encourage other current or prospective Customers to make any purchase from, or payment to, any individual or other entity to participate in the Affiliate Commission Plan, other than those purchases or payments identified in Official USANA Material;
- Sell, or attempt to sell, lead lists to other Associates or Affiliates; or
- Create their own enrollment or application form. Online Affiliate Enrollments may only occur through USANA's corporate website.

9. AFFILIATE-CREATED MATERIAL

Affiliates may produce their own advertising or training materials, provided the materials comply with all of the provisions of these Terms & Policies, including that the material:

- Clearly identifies the material is created by an Affiliate. Affiliates must not use any official USANA corporate logo on their personal advertising or training materials.
- Contains the following disclosure if the material includes product testimonials or endorsements: "I get commissions for purchases made through links in this post". The disclosure is unnecessary if the context of the post clearly indicates the fact.
- Is produced in a professional and tasteful manner and does not reflect poorly upon USANA, including containing any material considered to be, in the Company's discretion, discourteous, deceptive, misleading, illegal, indecent, unethical, offensive, or immoral.
- Is truthful in content, makes no deceptive Income Claims or Lifestyle Claims, or therapeutic product claims;
- Does not imply an employment opportunity;
- Follows all laws and rules of conduct that apply to advertising and ethical business practices;
- Is not in violation of any intellectual property rights of the Company or any third party;
- Does not imply that such material has been approved, endorsed, produced, or recommended by USANA or any Canadian Regulatory authorities;

- Is not sold to other Associates or Affiliates for a profit.

To ensure full compliance with USANA's advertising policy, Affiliates who wish to create independent advertising material must abide by the terms of these Terms & Policies and complete the Advertising Checklist, which can be found on the Affiliate Hub and/or the Affiliate Dashboard. Completion of the checklist authorizes the Affiliate to produce advertising material. Violations will result in appropriate action including suspension or termination of the Agreement. Should an Affiliate want to have his/her personally created advertising material reviewed by USANA's Ethics & Education Department, it can be submitted to ethics@USANAinc.com. USANA reserves the right to review and require editing or removal of material at its discretion. Affiliates are solely responsible for any Product or Income and Lifestyle claims contained in material generated using artificial intelligence tools. Claims in advertising materials will be evaluated based on the original language in which they are published.

10. PRODUCT CLAIMS

Affiliates shall not make any claim that USANA Products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any disease, symptoms of a disease, sickness, or injury. Prohibited claims by Affiliates shall render USANA's Products' liability insurance unavailable to the Affiliate.

Affiliates should not claim or imply that any Product is registered with or approved by any regulatory authority.

11. INCOME AND LIFESTYLE REPRESENTATIONS

When presenting or discussing the USANA opportunity or Commission Plan, Affiliates may not make income claims, representations, or testimonials (collectively "Income Claims") that are deceptive.

Deceptive Income Claims include any claim, testimonial, statement, or other representation, whether written or oral, that pertains to any of the following in connection with the USANA Affiliate Opportunity:

- Exaggerated or guaranteed incomes, earnings, or profits;
- Hypothetical, potential, or estimated incomes, earnings, or profits that are in any way misleading;
- Claims that Affiliates may earn residual or unlimited income or otherwise replace their income;
- Claims that Affiliates may obtain financial freedom; or
- Any other false, untruthful, incomplete, or otherwise misleading or potentially misleading information that misrepresents the typical income or earning results of USANA Affiliates.

To not be deceptive, an Income Claim must strictly adhere to each of the following requirements:

- Unless the claim is typical, the Affiliate must include the appropriate Income Disclaimer. Current Income Disclaimers are available on the Affiliate Hub and/or the Affiliate Dashboard.
- Affiliates may not disclose the amount of any bonus, commission, or other compensation from USANA or show cheques, copies of cheques, bank statements, tax statements, or similar financial records.
- Affiliates may not alter or verbally embellish the Income Disclaimers in any way, including, but not limited to, adding any text.

Affiliates may not make deceptive “lifestyle” Income Claims (“Lifestyle Claims”). A Lifestyle Claim is a statement or depiction that implies or states that an Affiliate can achieve non-typical results. Examples of deceptive Lifestyle Claims include, but are not limited to, statements or claims that the USANA Business Opportunity will lead to:

- Early retirement or being able to quit one’s job;
- Income equivalent to a full-time career (“career-level income”);
- A luxury lifestyle;
- The ability to purchase a home or vehicle;
- Vacations; or
- Anything similar thereto that misrepresents the typical income or earning results of USANA Affiliates.

Additionally, Affiliates shall not mention or refer to USANA in connection with any deceptive Income Claim or Lifestyle Claim by way of implication, for example, by mentioning USANA in a social media post in close proximity to a post suggesting a luxury lifestyle.

When presenting or discussing income or the Commission Plan, Affiliates must make it clear to prospects that financial success in USANA requires commitment, effort, financial investment, sales skill, and selling USANA Products. An Affiliate must never represent that one can be successful without diligently applying themselves or that earnings are guaranteed.

12. SOCIAL MEDIA

Affiliates are responsible to ensure all content and material they produce and/or post, as well as all postings on any social media site they own, operate, or control, is in compliance with these Terms & Policies. Examples of social media platforms include, but are not limited to, blogs, Facebook, Instagram, X, LinkedIn, YouTube, WeChat, or Pinterest.

13. MINIMUM ADVERTISED PRICE

Affiliates may sell Products from their inventory at any price they choose. However, Products may not be advertised below Auto Order Price as set forth on the price list on The Dashboard. Affiliates may advertise the following non-price incentives in conjunction with Products: free shipping, free or discounted logo gear, and product samples.

14. EMAIL SOLICITATION

To comply with the law and to avoid harm to USANA’s brand integrity, Affiliates are prohibited from sending unsolicited emails to promote USANA Products to individuals who have not specifically requested such information. Requests for emails to cease by email recipients must be honoured immediately. Associates must familiarize themselves with Canada’s Anti-Spam Legislation (“CASL”) and ensure all electronic communications comply with CASL requirements.

15. MEDIA PROMOTION

Affiliates may not promote the Products through interviews with the media, articles in publications, news reports, blogs, radio, TV, billboards, or any other public information, trade, or industry information source, unless USANA approves it in advance. If an Affiliate receives an inquiry from any member of the media or a widespread media outlet (i.e., national, worldwide news outlet) at a USANA event, he/she should refer the inquiry to affiliatesupportCA@USANAinc.com.

16. INTELLECTUAL PROPERTY

USANA is the sole and exclusive owner of all USANA intellectual property, including USANA Product names, trademarks, trade names, trade dress, patents, copyrights, and trade secrets (collectively “Intellectual Property”). Unless otherwise communicated by the Company, Affiliates are granted a limited license to utilize Intellectual Property to advertise USANA’s products and to promote their USANA Business, in accordance with these Terms & Policies. Affiliates may not use any Intellectual Property for any other purpose. Each Affiliate’s limited license to use Intellectual Property concludes immediately upon termination (for any reason, whether termination is voluntary or involuntary) of the Affiliate’s Business. Upon termination of the limited license, the former Affiliate shall immediately discontinue using Intellectual Property, return all hard copies of Intellectual Property to USANA, and permanently delete any electronic copies of Intellectual Property. To protect the Company’s brand integrity and intellectual property, Affiliates may not:

- Attempt to register or sell any Intellectual Property in any country;
- Use any Intellectual Property, or any derivative or confusingly similar variation thereof, in any legal entity name, website URL, or email address;
- Use the Company name in a social media handle or username unless the use clearly indicates that the Affiliate is independent
- Record or reproduce audio or visual materials from any USANA corporate function or presentation by any USANA representative, employee, or other Affiliates;
- Publish, or cause to be published, in any written or electronic media, the name, photograph or likeness, copyrighted materials, or property of individuals associated with USANA, without express written authorization from the individual and/or USANA.

17. USE OF AFFILIATE NAME, LIKENESS, AND IMAGE

Affiliates grant USANA a perpetual and irrevocable license to use the Affiliate's name, testimonial, picture, photograph, image, video, and/or audio recording, as well as any other likeness of the Affiliate in USANA's promotional material. AFFILIATES WAIVE ALL RIGHTS OF PUBLICITY AND FURTHER WAIVE ALL RIGHTS TO COMPENSATION FOR USANA'S USE OF SUCH MATERIAL.

18. SERVICE OUTLETS

To protect USANA's brand integrity, Affiliates may display and retail Products only in facilities that are primarily service-related businesses (defined as businesses where services are the primary source of revenue). Approved facilities include, but are not limited to, health spas, beauty shops, and physicians' and chiropractors' offices. No Product banners or other USANA advertising material may be displayed to the general public in a manner as to attract the general public into the establishment to purchase Products. Affiliates are not allowed to market or sell Products in any other type of retail outlet (i.e. non service-related businesses where services are not the primary source of revenue). Prohibited retail outlets include, but are not limited to, brick and mortar retail outlets and kiosks.

19. ONLINE SALES

Affiliates may sell Products via online sources such as a social media site or website under control of the Affiliate. To protect USANA's brand integrity and other Associate and Affiliates' ability to meaningfully participate in the Business Opportunity, online sales are NOT permitted on internet classified ad sites, auction sites, ecommerce shopping sites, or order fulfillment sites including, but not limited to, Amazon, Facebook Marketplace, eBay, Craigslist, and Taobao. Promotion of Products through any approved online medium must comply with all promotion and marketing policies in these Terms & Policies.

20. PARTICIPATION IN OTHER DIRECT SALES COMPANIES

During the term of the Agreement, an Affiliate may not Promote products of any Competing Direct Sales Company.

The term "Promote" means to directly or indirectly sell, offer to sell, or promote the products of the Competing Direct Sales Company to any current Affiliate or Customer through any means, including, but not limited to, the use of any website, blog, or other social media site on which they discuss or promote, or have discussed or promoted, the Business Opportunity or Products.

21. COMPETING PRODUCTS AND NON-SOLICITATION

Affiliates shall not state or imply that enrolling in USANA is a requirement of joining any other business opportunity or for buying another product or service. Affiliates also shall not state that non-USANA products or opportunities are recommended, encouraged, or essential to achieving success in USANA. Affiliates shall not specifically target or approach Affiliates or Preferred Customers to participate in any nonUSANA-endorsed training program.

22. CROSSLINE RAIDING

Crossline raiding is strictly prohibited. "Crossline Raiding" is defined as the enrollment or attempted enrollment of an individual or entity that is a current Preferred Customer or has an Affiliate/Associate Agreement on file with USANA, or who has had such an Agreement within the preceding six (6) calendar months within a different line of Sponsorship.

- **Affiliates may not demean, discredit, or invalidate other Affiliates/Associates in an attempt to entice another Affiliate/Associate to become part of the first Affiliate's Team.**
- Affiliates must not promise more success in their own Team over another.
- If an Affiliate is approached by, or approaches a crossline Affiliate, he/she must direct and encourage the Affiliate back to his/her original Sponsor.
- Where a prospective Affiliate or Preferred Customer accompanies an Affiliate to a USANA meeting or function, no other USANA Affiliate may solicit the prospect to Enroll in USANA for a period of fourteen (14) days or unless and until the Affiliate who brought the prospect to the function advises the other Affiliate that the prospect has elected not to Enroll in USANA and that the Affiliate is no longer soliciting the prospect to Enroll in USANA, whichever occurs first. Violations of this policy are especially detrimental to the growth and sales of other Affiliates'/Associates' Businesses and to USANA's business.

23. NON-DISPARAGEMENT

Affiliates must not disparage, ridicule, discredit, mock, demean, denounce, or act in an unfair manner toward USANA, other Associates or Affiliates, Products, the Commission Plan, USANA's employees, other companies (including competitors), or other companies' products, services, or business activities. As used in this Section, "disparaging" means anything unflattering and/or negative, whether such communication is true or untrue. Nothing in this Section shall be construed to prohibit an Affiliate from filing a charge or complaint, including a challenge to the validity of the waiver provision of these Terms & Policies, with the FDA or other local enforcement agency, or participating in any investigation conducted by the FDA or other local enforcement agency, though Affiliates have waived any

right to monetary relief, or otherwise complying with Affiliates' obligations to provide truthful testimony or information as required by a court or by statute.

24. ONE BUSINESS PER AFFILIATE

An Affiliate may operate and receive compensation from, or have an ownership interest, legal or equitable, as a member, sole proprietorship, shareholder, trustee, or beneficiary in only one Business.

25. TERMINATION BY THE COMPANY

The Company may, at its option, terminate this Agreement without advance notice to the Associate if any of the following occurs:

- The Associate and/or the Associate's Business becomes or is declared insolvent or bankrupt;
- The Associate and/or the Associate's Business is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; or
- The Associate and/or the Associate's Business makes an assignment for the benefit of creditors.

26. SPONSOR/PLACEMENT CHANGES

USANA will not permit any change in Placement and/or Sponsor except in the following circumstances:

- Where an Affiliate has been fraudulently or unethically induced into joining USANA;
- Where an incorrect Placement and/or Sponsor was made due to an Associate/Affiliate error, a change in Placement and/or Sponsor can be made to correct the error where a request for a change is made within ten (10) days of Enrollment;
- If an Affiliate's Business is inactive for six (6) consecutive months, the Affiliate may request that he/she be moved to another Placement. For purposes of this policy only, "inactive" means that no Product order is placed by the Affiliate.

If an Affiliate terminates his/her Business in writing, the Affiliate may rejoin under the Sponsor of his/her choice after completing a waiting period of six (6) consecutive months, during which time the former Affiliate may not engage in any USANA business activity (as defined in this Section) either for himself/herself or indirectly for another Affiliate.

27. ANTI-MANIPULATION

To help ensure compliance with laws applicable to Direct Sales companies, manipulating the Commission Plan by an Affiliate or any Affiliate working with another third party is strictly prohibited.

Manipulation includes, but is not limited to:

- Fictitious Enrollments, including using false or incomplete contact information or identification, or information that cannot be verified using reasonable efforts

- Enrolling themselves or a member of their household as a Preferred Customer;
- Excessive Product purchases or gifting of Product, as determined by the Company in its discretion, solely for the purpose of qualifying for commissions or bonuses. An Affiliate may not purchase more Product than he/she can reasonably resell to end Customers or personally consume in any four week period, nor encourage others to do so;
- Abusive returns for refunds; and
- Any other illegal, fraudulent, or unethical conduct.

Affiliates may submit a request to join as a USANA Associate. However, any further changes to the account will be subject to Company approval.

Affiliates agree that the Company can adjust or recover any compensation awarded as a result of Commission Plan manipulation, regardless of whether the recipient of the compensation was complicit in the manipulation. The Affiliate agrees to return any monies that the Company determines was awarded as a result of Commission Plan manipulation or complete any necessary paperwork allowing the Company to withhold the monies from future payments to the Affiliate.

28. AUTHORIZED SALES

Affiliates are only permitted to sell Products to Customers, as defined herein. Affiliates may not sell or transfer Products to any person or entity the Affiliate knows or has reason to know intends to resell the Products. Affiliates may not sell or transfer a quantity of the Products to any individual greater than what the individual can personally consume in any four week period.

29. ACTIONS OF HOUSEHOLD MEMBERS, PARTNERS, ASSOCIATED ENTITIES, OR THIRD PARTIES

If any member of an Affiliate's immediate household, including without limitation, a spouse or Domestic Partner, engages in any activity which, if performed by the Affiliate, would breach any provision of this Agreement, such activity will be deemed a breach by the Affiliate. An Affiliate will be held responsible for any breach of these Terms & Policies committed by a legal entity (e.g. corporation, partnership) associated with the Affiliate. Additionally, if a third party acting on behalf of, or with the active or passive assistance an Affiliate engages in conduct that would be a breach of the Agreement, the conduct of the third party may be imputed to the Affiliate, and the Affiliate's Business may be terminated.

30. INTERNATIONAL BUSINESS

Affiliates may sell and promote Products or Enroll any prospective Affiliate or Customer only in countries in which USANA is approved for business and in which the Affiliate program exists, as announced in official USANA communications. If an Affiliate desires

to conduct business in an authorized country other than the one in which the Affiliate is enrolled and a resident, the Affiliate must comply with all applicable laws, regulations, and USANA policies specific to that country, including selling only those Products that are specifically designed, formulated, labeled, and approved for that particular market. Commissions will not be paid on sales outside participating markets.

31. BUSINESS IN CHINA

Notwithstanding Section 30, Affiliates may not conduct any business in Mainland China. Affiliates may not send any USANA Products to China.

32. COMPLIANCE WITH THE LAW

Affiliates must obey all laws, regulations, and ordinances that apply to an Affiliate's Business.

33. PRODUCT CARE AND QUALITY CONTROL REQUIREMENTS

Affiliates may not relabel, alter, or tamper with the labels on any USANA Products, information, materials, packaging, or programs in any way. USANA Products must be sold in their original packaging only. Any such tampering will invalidate any products' liability insurance coverage from extending to the Affiliate and may subject the Affiliate to severe civil and criminal penalties. Promptly upon receipt of Products, Affiliates must inspect Products and their packaging for damage, defect, broken seals, evidence of tampering, or other non-conformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to USANA. Affiliates must also inspect inventory regularly for expired or soon-to-be expired Products and remove those Products from inventory. Affiliates must inform the Customer when selling any Products that are past their shelf life, expired, or within ninety (90) days of expiration. Products must be stored in a cool, dry place, away from direct sunlight, and in an environment where the Products and the Products' packaging are not susceptible to physical damage. Affiliates must also cooperate with USANA with respect to any Product recall or other consumer safety information dissemination effort.

34. RETAIL SALES

Any retail sales made in person must be recorded through USANA's digital receipting application. Affiliates are required to furnish retail Customers with a digital receipt.

35. COMMISSIONS AND ADJUSTMENTS

Commissions and bonuses are paid on Product sales. Accordingly, USANA will adjust commissions and bonuses earned from any sale which is subsequently returned or charged back.

USANA pays commissions weekly. An Affiliate must review his/her commissions and report any errors or discrepancies to USANA within thirty (30) days from the date of the commission cheque. Errors or discrepancies

that are not brought to USANA's attention within the 30-day period will be deemed waived by the Affiliate.

No monies should be paid to or accepted by Affiliates for a sale except at the time of Product delivery.

Unless otherwise required by law, any commissions and bonuses which USANA is unable to pay to an Affiliate after USANA's unsuccessful attempts to locate the Affiliate, will be subject to USANA's Unclaimed Commissions policy.

36. SALES TAX

USANA will collect and remit sales taxes on behalf of Affiliates at the suggested retail price according to applicable tax rates to which the shipment is destined.

37. DELIVERY AND RISK OF LOSS

USANA may deliver Products to Affiliates by common carrier. If USANA ships Products by common carrier, Affiliates agree to pay for freight, handling, and other pertinent shipping charges to cover the cost of shipping the Products from USANA's warehouse to the Affiliate's shipping address. Delivery of Products is complete when USANA delivers the Products to the common carrier, and title to the Products and risk of their loss or damage in shipment pass to Affiliates at that time.

38. RETURN POLICY

Satisfaction Guarantee: USANA offers an unconditional money-back satisfaction guarantee on all Products and Sales Tools. If, for any reason, a buyer is not satisfied with any Product or Sales Tools, the buyer may return the Sales Tools or any unused Product within thirty (30) days from the date of purchase for an exchange or a one hundred per cent (100%) refund, less shipping.

Affiliates must honour this money-back guarantee to their personal retail Customers. If, for any reason, an Affiliate's retail Customer is dissatisfied with any USANA Product purchased from the Affiliate, such retail Customer may return the Product to the Affiliate from whom the Product was purchased. If the retail Customer requests a refund, the Affiliate who sold the Product to the retail Customer must immediately refund the retail Customer's purchase price (less shipping charges). Retail Customers must return Product to the Affiliate who sold it to them; USANA will not accept returned Product directly from retail Customers. The Affiliate should then contact Customer Service to request a refund/replacement.

The satisfaction guarantee does not apply to Products and Sales Tools purchased from individuals who are not Affiliates or to Products purchased through unauthorized channels, including, but not limited to, Amazon or eBay.

Product and Sales Tool Returns: Buyers may return any Product or Sales Tool for up to one (1) year after the date of purchase for a one hundred per cent (100%) refund (less shipping charges) if the Product is in re-sellable condition. Product is in re-sellable condition

if it is unopened, unused, and packaging and labeling have not been altered or damaged. Product that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which is within three (3) months of its listed “use by” date, is not in re-sellable condition.

Sales Tools may be returned to the Company for a one hundred per cent (100%) refund if they are in currently marketable condition. To be in currently marketable condition, the Sales Tool(s) must:

- Be unopened and unused;
- Not be damaged or altered; and
- Be in a condition such that it is reasonable to re-sell them at regular price.

All Affiliate returns must be initiated by the owner of the account under which the Product was purchased.

39. RESCISSION RETURNS

Customers, Preferred Customers, and newly Enrolled Affiliates have ten (10) calendar days within which to cancel their initial purchase and obtain a full refund. An explanation of these rights is explained on the sales receipt.

40. ABUSIVE RETURNS

If USANA determines that an Affiliate is abusing the satisfaction guarantee, the Affiliate will be refunded according to the Return Policy, and the Affiliate’s Business may be terminated.

41. TERM OF A USANA BUSINESS

The term of an Affiliate Agreement continues until terminated pursuant to these Terms & Policies. USANA reserves the right to terminate all Affiliate Agreements upon thirty (30) days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its Products and/or services via direct selling channels.

42. INVESTIGATION AND NOTICE OF POLICY VIOLATIONS

If USANA believes, or has reason to believe, that an Affiliate has violated, or is violating, any term of the Agreement, including, but not limited to, these Affiliate Terms & Policies, the Ethics & Education Department will conduct an investigation into the alleged conduct. USANA reserves the right to withhold bonuses, commissions, or other compensation during the pendency of an investigation. The investigation findings will be submitted to the Ethics Committee for a decision. If upon review of the investigation the Ethics Committee deems it appropriate to take action, including, but not limited to, termination of the Affiliate’s Agreement, the Ethics & Education Department will notify the Affiliate of its conclusion(s). Any written notices may be issued in any commercially reasonable means including, but not limited to, email sent to the Affiliate’s email address on file with the Company.

43. COMPLIANCE

Violation of the Agreement, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by an Affiliate that the Company reasonably believes may damage its reputation or goodwill, may result in termination, suspension, and/or any other appropriate action to address the misconduct.

44. APPEAL PROCESS

An Affiliate or former Affiliate may appeal a decision from the Ethics Committee to the USANA Ethics Appeals Committee. The Affiliate’s appeal must be in writing and must be received by the Ethics & Education Department. If the Affiliate files an appeal, it will be reviewed by the Ethics & Education Department and submitted to the Ethics Appeals Committee. The Ethics Appeals Committee will review the decision by the Ethics Committee and notify the Affiliate of its decision. This decision of the Ethics Appeals Committee will be final. Prior to bringing any dispute resolution proceeding, Affiliates must fully exhaust the USANA appeals process.

45. EFFECT OF TERMINATION

Following the effective date of an Affiliate’s termination of his/her Business for any reason, the former Affiliate will have no right, title, claim, or interest to his/her former Business. Following Affiliate’s termination for any reason, the former Affiliate will not represent him/herself as a USANA Affiliate, will not have the right to sell USANA Products or services, must remove any USANA sign from public view, and must discontinue using any other materials bearing any USANA logo, trademark, or service mark. An Affiliate who voluntarily terminates his/her Agreement will receive commissions and bonuses only for the last full calendar week prior to his/her termination.

An Affiliate whose Agreement is involuntarily terminated by USANA will receive commissions and bonuses only for the last full calendar week prior to termination. However, if monies were held in the course of an investigation, the Affiliate is not entitled to receive those monies, regardless of whether the termination was voluntary or involuntary. The Affiliate has no other right to receive commissions or bonuses following termination.

46. PROTECTION OF CONFIDENTIAL INFORMATION

USANA’s Confidential Information includes, but is not limited to, lists of Affiliates and/or Customers maintained by USANA and all trade secret information that may come into the possession of an Affiliate. An Affiliate may not use USANA’s Confidential Information for any purpose other than for developing his/her Business. To protect USANA’s brand integrity and intellectual property, an Affiliate will not, on the Affiliate’s own behalf or on behalf of any third party:

- Disclose any Confidential Information to any third party; or

- Use the reports, or the information contained in the reports, for any purpose other than to build or operate the Affiliate's Business.

This provision will survive the termination or expiration of the Affiliate Agreement.

47. INDEMNIFICATION

The Affiliate agrees to indemnify and hold USANA harmless with respect to any claims, damages, losses, fines, penalties, judgments, settlements, or other expenses, including, but not limited to, USANA's own reasonable attorneys' fees, arising from any breach by the Affiliate of the Agreement, misuse of Products, or violation of law, and any other act or omission that occurs in the course and scope of conducting his/her Business. The provisions of this section survive the termination of the Agreement.

48. AMENDMENTS

USANA may, in its discretion, which shall be exercised reasonably and in good faith, from time to time amend the Agreement, including, without limitation, these Terms & Policies. Amendments will be effective thirty (30) days after notice of the amendment is posted on The Dashboard. An email communication will also be sent to the Affiliate's email address on file. Except as otherwise provided in the Dispute Resolution Agreement contained in Section 59, Affiliates agree that thirty (30) days after such notice, any modification becomes effective and is automatically incorporated into the Agreement as an effective and binding provision. An Affiliate may opt out of any proposed amendments by terminating his or her Agreement prior to the effective date of such proposed amendments. An Affiliate's continued participation in the Business Opportunity on or after the effective date of any amendment constitutes acceptance of the amended Agreement. Unless expressly agreed to by an Affiliate, amendments shall not be retroactive to conduct that occurred prior to the effective date of the amendment.

49. ASSUMPTION OF RISK

An Affiliate understands that while traveling to or from Company-related meetings, events, activities, workshops, retreats, or gatherings, he/she does so as a part of his/her own independent business and not in any manner as an employee, agent, or functionary of the Company, notwithstanding the fact that his/her attendance may be based in whole or in part by invitation from, or agreement with, the Company to attend. He/she assumes all risk and responsibility for such travel.

50. INTEGRATED AGREEMENT

The Agreement is the final expression of the understanding and agreement between Affiliates and the Company (collectively, the "Parties") concerning all matters touched upon in the Agreement and supersedes all prior and contemporaneous agreements

of understanding (both oral and written) between the parties. The Agreement invalidates all prior notes, memoranda, demonstrations, discussions, and descriptions relating to the subject matter of the Agreement. The Agreement may not be altered or amended except as provided in this Agreement. The existence of the Agreement may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement. Should any discrepancy exist between the terms of the Agreement and verbal representations made to an Affiliate by any Company employee or another Affiliate, the express written terms and requirements of the Agreement will prevail.

51. FORCE MAJEURE

USANA will not be liable or responsible to the Affiliate, nor be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond USANA's control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, tsunami, epidemics, pandemics [including the 2019 novel coronavirus pandemic (COVID-19)], other disasters or catastrophe(s); (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other events beyond the reasonable control of USANA.

52. SEVERANCE

If any provision of the Agreement as it currently exists or as may be amended is found to be invalid, illegal, or unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and if it cannot be so reformed, only the invalid provision will be severed from the Agreement; the remaining terms and provisions will remain in full force and effect and will be construed as if such invalid, illegal, or unenforceable provision never comprised a part of the Agreement.

53. SURVIVAL

The provisions of this Agreement set forth in Sections 20, 28, 30, 46, 47, 48, 59 and any remedies for the breach thereof, shall survive the termination or expiration of the Agreement.

54. WAIVER

No failure on the part of USANA to exercise, and no delay in exercising, any right or remedy under the Agreement will operate as a waiver, therefore; nor will any single or partial waiver of a breach of any provision of the Agreement operate or be construed as a waiver

of any subsequent breach; nor will any single or partial exercise of any right or remedy of the Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law. Only in rare circumstances will a policy be waived, and such waiver must be in writing and signed by an authorized officer of USANA. The waiver will apply only to that specific case.

55. NO RELIANCE

Affiliates should seek their own professional advice (legal, financial, tax, etc.) pertaining to their Business; USANA does not provide professional advice to Affiliates.

56. HEADINGS

The headings to these Terms & Policies are for reference purposes only and shall not be given substantive effect.

57. TRANSLATIONS

In the event that any discrepancies exist between the English version of the Terms & Policies and Agreement and any translation thereof, the English version will be controlling.

58. CAPITALIZED TERMS

All capitalized terms used herein and not otherwise defined in these Terms & Policies will have the meanings set forth in the Commission Plan.

59. DISPUTE RESOLUTION—BINDING ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada (the “ADRIC Rules”). The arbitration shall take place in Toronto, Ontario and the law of Ontario will apply. A single arbitrator will determine the arbitration. The arbitrator will be mutually agreed by the parties. If there is no agreement on the arbitrator, the arbitrator will be chosen in accordance with the ADRIC Rules. The arbitration shall be confidential and the parties agree to protect the confidentiality of any arbitration materials filed. Any arbitration proceeding under this clause must be commenced no later than one year after the controversy or claim arose. Failure to timely commence an arbitration proceeding constitutes both an absolute bar to the commencement of an arbitration proceeding with respect to the Dispute, and a waiver of the Dispute. The decision of the arbitrator shall be final and binding upon the parties.

60. DEFINITIONS

Agreement: The legally binding contract between the Company and the Affiliate consisting of the Affiliate Application, the Terms & Policies, and the Commission Plan.

Application (or “Affiliate Application”): The form completed and signed by a person who wishes to enter

into an Affiliate Agreement with the Company.

Affiliate: An independent contractor authorized by the Company under the Agreement to purchase, Promote, and resell Products to Customers and participate in the Company's Affiliate Commission Plan. An Affiliate's relationship to the Company is governed by the Agreement.

Affiliate Dashboard: The webpage at which Affiliates can track commissions, bonuses, and Customers.

Affiliate Hub: USANA's back office platform for Affiliates.

Associate: An independent contractor authorized by the Company to purchase, Promote, and resell Products to Customers and Affiliates, Recruit Affiliates and other Associates, and participate in the Company's Compensation Plan.

Auto Order Price: Ten (10) per cent less than the preferred price.

Business: The account created when either an individual or a business entity enters into a contractual relationship with the Company.

Business Activity: Any training, promotion of Product or the Business Opportunity, and/or Recruiting.

Business Opportunity: Activities determined by the Company to be a promotion of the Company's Products.

Commission Plan: The specific plan utilized by the Company that outlines the details and requirements of the commission structure for Affiliates.

Competing Direct Sales Company: A Direct Sales company that sells nutritional supplements, food and energy products, skincare products, or any other health and wellness products similar to or competing with the Products.

Confidential Information: Information pertaining to USANA's business that may be provided or made available to Affiliates, whether in writing, electronically, orally, or in any other form, that is confidential, proprietary, and/or not generally available to the public, including, but not limited to, USANA's trade secrets, intellectual property, identity and contact information of Customers, and data included in nonpublic reports.

Crossline Organization: Affiliates who are not directly below the Affiliate in their line of Sponsorship.

Customer: A person who purchases Product for the purpose of personal use and who does not intend to resell Product to any third party.

Direct Sales Company: A company that sells products or services directly to consumers through an independent sales force, in a non-retail environment.

Enrollment (Enroll): The act of contracting with the Company to operate an independent Business.

Official USANA Material: Advertising and informational material the Company provides regarding Products and the Business Opportunity.

Preferred Customer: An individual who purchases Products for personal consumption directly from USANA at a discounted price. Preferred Customers are not authorized to resell product and do not participate in the Commission Plan.

Products: The products Affiliates are authorized to market and sell under the Agreement.

Related Parties: Any of USANA's officers, directors, owners, employees, agents, or affiliated entities. Related Parties are intended third-party beneficiaries of the Agreement for purposes of the Agreement referring specifically to them, including, but not limited to, the Dispute Resolution Policy.

Sales Tools: Company-created material, of any kind, for the purpose of Product sales.

Sponsor: The person who introduced the Affiliate into the Affiliate Business Opportunity.

USANA or Company: USANA Canada.



[USANA.com](https://www.usana.com)

USANA Canada Co.
80 Innovation Drive | Woodbridge,
ON L4H 0T2