

# Tastefully Simple Agreement



This Agreement is for individuals only; each TS to You member or consultant must have a separate Agreement. Please print clearly using black ink and avoid using abbreviations where possible.

All fields of this Agreement are required.

Mrs/Mr/Ms    First Name            Middle Initial

Last Name            Preferred Name

Billing Address

City           State   Zip Code       County

Check if same as billing address. **Is your Shipping address within city limits?**  Yes  No

SHIPPING ADDRESS

City           State   Zip Code       County

Primary Phone         Secondary Phone

Email Address

TS to You/Sponsoring Consultant

Sponsor ID #

### Join

Complete this section if you are joining as a consultant.

Social Security #

Birth Date       (Must be 18 or older)

#### 1. Choose an eligible collection\*

30-Meal Kit \$200.00  
 10-Meal Kit \$69.95  
 Entertaining Kit \$69.95  
 Previous Eligible Purchase

Item #: \_\_\_\_\_  
Order #: \_\_\_\_\_

#### 2. Join Fee

Join for just \$39.95\*. Discount Code: \_\_\_\_\_

#### Purchase Additional Supplies

Catalogs and Order Forms FW2017 \$12.80 Qty \_\_\_\_\_  
 Preview Invite FW2017 \$3.50 Qty \_\_\_\_\_  
 Party Plus Kit FW2017 \$8.95 Qty \_\_\_\_\_

**Total Amount Due:** \_\_\_\_\_  
(plus taxes and shipping)

\*Subject to applicable taxes and shipping which will be applied by HQ when processing the credit/debit card.

### TS to You

Complete this section, and Method of Payment if signing up for TS to You.

Please indicate eligible:  
Item #: \_\_\_\_\_  
Order #: \_\_\_\_\_

### Method of Payment

Discover®  MasterCard®  Visa®  American Express®

Card Number

(MM/YY) Exp. Date     Security Code

Card Holder Name \_\_\_\_\_

\*\*Credit card number will not be retained by HQ or your consultant.  
\*\*I agree to pay the total amount plus taxes and shipping (listed to the left) according to card issuer agreement.

#### Card Holder Signature

\_\_\_\_\_  
(Signature required)

Card Holder's City \_\_\_\_\_ Zip Code \_\_\_\_\_  
(if different than above)

**TS to You** - I have read and accept the TS to You Terms & Conditions located on this agreement and authorize my TS to You consultant to charge the card provided on this agreement for both my initial order and subsequent TS to You orders and for Tastefully Simple to create a tastefullysimple.com client account on my behalf. I understand my subscription will be based on my initial eligible purchase. I can update my kit for my next shipment at any time by signing in to my account on tastefullysimple.com. I further understand that I may cancel this agreement at any time during the first 72 hours after I sign this agreement and, after a return of any unaltered items purchased, I will receive a full refund.

**JOIN** - My signature below represents and warrants that 1) I have read, understand and agree to abide by this agreement in its entirety, including General Terms and Conditions found on pages 2 and 3 of this form; 2) I am entering into this agreement as an independent contractor for business purposes; 3) I have also read, understand and agree to the Business Policies, which have been made available to me either electronically or in hard copy form. I understand this agreement is binding only after I have fully completed this agreement (including my Social Security Number) and after Headquarters has accepted and processed it; 4) I further understand that I may cancel this agreement at any time during the first 72 hours after I sign this agreement and, after a return of any unaltered items purchased, I will receive a full refund.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature required)

Tastefully Simple, Inc. \_\_\_\_\_ Date \_\_\_\_\_

Keep a copy of this agreement for yourself. Send the original to Tastefully Simple, Inc. at the address below or fax original with credit card payment.  
Note: Agreement will not be processed until payment is received and approved. Note: Alaska/Hawaii/Puerto Rico Addendum is located at the end of the General Terms and Conditions.

## CONSULTANT GENERAL TERMS AND CONDITIONS

- 1. Definition of This Agreement.** In addition to this document, my agreement with Tastefully Simple, Inc. (hereafter referred to as "Tastefully Simple" or "Company") includes all the Business Policies (both of which are referred to jointly as "this Agreement") as well as any other agreement I may sign as a Consultant. I understand that those Business Policies and these General Terms and Conditions may be amended from time to time with 30 days notice, and I agree to continually abide by this Agreement during the operation of my Tastefully Simple business. To the extent not reflected in those documents, I agree to maintain the highest standards of integrity, honesty and responsibility in my behavior and actions with Tastefully Simple, my clients and my fellow consultants, including and without limitation, presenting and promoting Tastefully Simple products in a truthful manner.
- 2. Term and Termination of this Agreement.** The term of this Agreement will commence upon acceptance of me as a consultant by Tastefully Simple and shall continue until the end of the present Calendar Quarter unless terminated before that in accordance with this Agreement. This Agreement automatically renews each Calendar Quarter (as defined by the three-month ending March 31, June 30, September 30 or December 31) unless terminated with or without cause as defined herein. Either I or the Company may terminate this Agreement:
- By giving thirty (30) days written or electronic notice prior to the end of the current Calendar Quarter;
  - By my failing to have and place the required quarterly minimum Part One Retail order(s). I agree to maintain a minimum of \$200.00 of Part One Retail orders, less credits, per quarter. In the event that I fail to have and place the required quarterly minimum, the Company need not provide any written or electronic notice that this Agreement has been terminated;
  - Immediately upon written or electronic notice in case of material breach. Upon notice of termination, I agree and understand I will no longer be considered an active consultant and I will lose all benefits associated with being an active consultant, including but not limited to, product discounts, company correspondence and commissions.
- 3. Post Termination Obligations.** Upon expiration or termination of this Agreement, regardless of the reason, I agree:
- I will return or destroy all Confidential Information;
  - I will not use any Confidential Information to sell any product or service;
  - I will within five (5) days after termination, pay all amounts due and owing to Tastefully Simple and comply with all other application provisions of this Agreement;
  - I understand the Company may assign my clients to other consultants or otherwise provide service to clients;
  - I may, within 60 days of the expiration or termination of the Agreement, return required sales aids or unsold products, which Tastefully Simple is able to resell, for reimbursement of ninety percent (90%) of my purchase price (less appropriate set offs and legal claims, if any) which is consistent with the Direct Selling Association Code of Ethics. Returned products must be in the current product line, in their original unopened and unused condition and be suitable for resale by Tastefully Simple, provided such products are returned to Tastefully Simple during the current selling season;
  - As outlined in paragraph 8, for a period of one year after the termination of this Agreement, I will not own, operate, sell for, or establish a taste-testing or direct sales food business in a geographic location within 20 miles of my Tastefully Simple business, and I also agree not to operate a related Internet-based gourmet food business during this time;
  - Provisions of paragraphs 3, 6 and 8-16 survive the termination of this Agreement.
- 4. Independent Contractor.** I understand I am an independent contractor, not an employee, and I have knowledge as to what the term "independent contractor" means. I understand that Tastefully Simple shall not control or direct the details, manner or means by which I execute my obligations and responsibilities under this Agreement. I understand any and all expenses I incur in executing my obligations under this Agreement are my sole responsibility, and I shall provide all supplies, personnel, equipment and vehicles necessary to execute my obligations under this Agreement. I also understand I will not be treated as an employee for federal or state tax purposes. I further understand because I am engaged in my own independent business, I am not eligible for and shall not participate in any pension, health, workers' compensation or other fringe benefit plans sponsored by Tastefully Simple. I understand I am responsible to pay, according to law, my income taxes and to the extent I do not perform services through a corporation, I agree I am liable for paying self-employment tax. As an independent contractor, I agree and acknowledge I have no power or authority to incur any debt, obligation or liability on behalf of the Company. I agree not to hold myself out as an employee of Tastefully Simple, or as having the power or authority to incur any debt, obligation or liability on behalf of Tastefully Simple.
- 5. My Responsibilities.** I understand and agree that:
- In exchange for the compensation outlined in the Business Policies in effect at the time I place each Part One Retail Order and which can be found on myHQ, I agree to conduct in-person informational presentations for individual clients and/or groups through home parties or business/local/club/organization presentations as my main source of sales, sponsoring and promotion. I shall hold meetings, seminars and similar get-togethers using the Company system of direct sales;
  - I agree to sell Tastefully Simple products to ultimate clients and, except for sales of products through Tastefully Simple Online, I agree not to sell or display those products on retail or auction type Internet websites, retail stores or service establishments (except as outlined in the Business Policies). I shall not market or otherwise promote the sale of any products, services or supplies other than Tastefully Simple products at a Tastefully Simple function. I agree that I will not sell products, business enhancers or services to other Tastefully Simple consultants;
  - Consistent with the DSA Code of Ethics, I agree to read, understand and honor the DSA's Code of Ethics, to truthfully identify myself as a Tastefully Simple Independent Consultant to clients, to truthfully identify Tastefully Simple retail products, to provide each in person client with two copies of the written Notice of Cancellation (printed on the client copy of the Client Order form) and to promptly honor it upon request. I agree to use the Tastefully Simple Client Order form which will contain the terms of the sale, the three day right to cancel, the amount owed as well as my name/address and contact information. I also agree to only make income representations that are based on Tastefully Simple supplied information and not make unrealistic promises when sponsoring potential new consultants. I will not charge any additional fees for the purchase of a business kit beyond that price set by Tastefully Simple. I further understand the Company sponsors a complete satisfaction or money back guarantee as to each Tastefully Simple product sold by me to a client and in exchange, I agree to comply with paragraph 16. I understand that Tastefully Simple will work with the DSA's Code Administrator to resolve complaints to the satisfaction of all parties involved;
  - I agree to pay in advance for any products I order either by check, money order or credit card acceptable to Tastefully Simple. I also agree to inform hosts and clients of any applicable Company sponsored specials or events and provide the Company incentives or other host/ client rewards;
  - I agree this Agreement and my Tastefully Simple business may not be transferred or assigned to anyone else;
  - Sales and Business Taxes. I understand that Tastefully Simple has a corporate sales tax program for consultants operating in the 48 contiguous states. All state and local sales tax for the 48 contiguous states is collected at the time I place the order and is remitted by Tastefully Simple on my behalf. The amount of tax collected per order is based on the taxable items and the ship-to address. I may elect to collect and remit sales tax on my own, where allowed by state law, by submitting a sales tax license and sales tax exemption certificate to Tastefully Simple prior to making any sales. If I live in Alaska, Hawaii or Puerto Rico I must provide Tastefully Simple with a Resale Certificate issued to me by my government if required. It is my responsibility to contact the appropriate government office to ensure that I am in full compliance with state and local tax regulations. I agree to abide by any and all state and local business and use taxes and that it is my responsibility to determine and pay those taxes. I agree and understand if I do not participate in the Tastefully Simple corporate sales tax collection program, I am responsible for collecting and remitting all applicable sales taxes and shall indemnify and hold Tastefully Simple harmless from all costs and liabilities arising out of my failure to comply with these obligations.
- 6. Company Responsibilities.** Company agrees that in exchange for my responsibilities and abiding by this Agreement as well as any certification or Leader Agreement required:
- To compensate me according to the Business Policies in effect at the time I place each Part One Retail order which may be found on myHQ (less any monies owed by me to the Company, including but not limited to, wholesale product purchases or other amounts owing under paragraph 5 as well as any incentives/prizes for which I qualify);
  - Not to create geographical territories or physical limits of sales or recruiting within the U.S. or Puerto Rico;
  - Not to control or direct my actions except as specified in both this Agreement and any Leader Agreement, or other than the right to question the results;
  - Accept termination of this Agreement as specified in paragraph 2 and abide by the DSA Code of Ethics;
  - Release my name, telephone number and/or email address in response to a client's request for a Tastefully Simple consultant in my area.
  - To list my name and contact information on [www.tastefullysimple.com](http://www.tastefullysimple.com) regardless of whether I have a TS Connected Subscription.

**7. Leadership/Sponsoring Consultant Responsibilities.** In addition to the obligations set out above, in the event I choose to sponsor consultants who are accepted by the Company and activate:

- I agree to execute an additional Leader Agreement and perform the responsibilities of sponsoring a consultant as outlined in the Business Policies and Leader Agreement;
- I agree to present Tastefully Simple's information to potential consultants in a truthful and sincere manner and to accept the training and ongoing support responsibilities of a sponsoring consultant. I will be compensated for these additional responsibilities as outlined in the Compensation Plan in effect at the time such responsibilities are conducted. The Company, in its sole discretion, may remove some or all downline consultants or otherwise change my status and/or my level as a sponsoring consultant or leader if the Company (in its sole discretion) determines that I am not satisfactorily meeting contractual objectives or requirements for such status or level;
- I agree that the Company owns all downline and upline information and that I may use such downline information solely for purposes of fulfilling my sponsor responsibilities;
- Any other obligations outlined in the Business Policies for the appropriate leader level.

**8. Non-Solicitation and Non-Competition.** As an inducement to the Company to enter into this Agreement and in consideration of the mutual covenants contained herein, during the term of this Agreement and for a period of one year thereafter, I will not own, operate, sell for or establish a taste-testing or direct sales food business in a geographic location within 20 miles of my Tastefully Simple business, and I also agree not to operate a related Internet based gourmet food business during this time. In addition, it may be acceptable for me to own or operate a second direct sales business as long as the second business is not classified as a food/beverage company by the DSA or deemed a competing company by Tastefully Simple. Further, any other direct selling business cannot conflict or interfere with my Tastefully Simple business in any way. This includes my ability to abide by the Terms and Conditions of this agreement, the Leader Agreement, and the Business Policies. I also agree that during this time period, I shall not directly or indirectly (on my own behalf or on the behalf of any other person or entity) solicit, induce or hire or attempt to solicit, induce or hire any consultant to terminate or alter his or her business relationship with the Company.

**9. Use of Tastefully Simple Intellectual Property.** Upon acceptance of this Agreement, the Company will grant me a limited, non-exclusive license to use its trademarks, service marks, trade names, patents and copyrighted materials ("Tastefully Simple Intellectual Property"), all of which is owned solely by Tastefully Simple. I understand my use of Tastefully Simple Intellectual Property is strictly limited by this Agreement including the Business Policies. Examples of Tastefully Simple Intellectual Property include, but are not limited to, Tastefully Simple®, the Tastefully Simple logo, or Tastefully Simple product names. I may use Tastefully Simple Intellectual Property only after obtaining written permission from Tastefully Simple prior to use, or where the Tastefully Simple Intellectual Property appears on materials distributed by Tastefully Simple for use by Consultants. I agree that in connection with being a Consultant under this Agreement, I will use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved either electronically or in writing by the Company. All rights and licenses granted in or under this Agreement shall terminate automatically upon the termination of this Agreement under paragraph 2.

**10. Releases.** I grant Tastefully Simple a non-exclusive license to use, for any purpose in any format, without additional notice or compensation, photographs and/or other written or electronic material submitted by me to Tastefully Simple. I represent that I am the exclusive owner of such photographs or written or electronic material and am able to grant such a non-exclusive license. I also waive my right to inspect or approve the finished photographs or advertising copy or other printed or electronic matter that may be used in conjunction therewith. Any photographs taken of me at a Tastefully Simple event may be used by the Company for any purpose and in any format without further notice.

**11. Indemnification/Offset.** I will indemnify and hold harmless Company and its agents and assignees from and against any damages, claims or liabilities and expenses (including attorneys' fees) incidental to my: (a) activities as a consultant including, without limitation, any unauthorized product or income representations made by me; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

**12. Ownership and Use of Confidential and Other Information.** All creative works related to the business of Tastefully Simple that I create as a Consultant and which use or refer to Company's Intellectual Property are works for hire and will be the property of the Company. In the event that the works are not considered works for hire, by signing this Agreement I assign my rights in those works to Tastefully Simple. In addition, I acknowledge and agree that the Company owns all the product and client information and data related to Tastefully Simple, its business, or this Agreement, including but not limited to creative works, product purchase information, client profile data, downline lists, operating and manufacturing procedures, product development information, financial data and marketing materials, whether such information or data is created or compiled by me or by others (collectively, "Confidential Information"), and that disclosure of the Confidential Information could cause great harm to Company. I will not use or disclose Confidential Information to any person except in strict accordance with this Agreement. I will not use Confidential Information to sell products or services other than Tastefully Simple products and services or in connection with any other business during (or after termination of) this Agreement.

**13. Injunctive Relief/Remedies.** Upon any breach of this Agreement by me, Tastefully Simple will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or in equity that it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement. In addition, the Company shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement. Nothing in this Agreement shall preclude the Company from seeking any remedy against me, including but not limited to, damages suffered as a result of my breach of the Agreement or other conduct detrimental to the Company and its interests and goals.

**14. Other Terms.** I have full legal capacity to enter into this Agreement in the state in which I reside. If any portion of this Agreement is determined by an arbitrator to be invalid, that invalidity will not affect the remaining portion of this Agreement. All written notices required by this Agreement to be given to me will be deemed received if delivered to my most current address on file with Tastefully Simple. If I elect to enter into a Tastefully Simple leadership agreement, a website/online agreement and/or any other agreement for services, those agreements are incorporated herein.

**15. Applicable Law/Binding Arbitration.** This Agreement and the parties relationship is governed by and construed in accordance with the laws of the State of Minnesota, except to the extent that Minnesota law conflicts with or is preempted by the Federal Arbitration Act, 9 U.S.C. 1-14, in which event the Federal Arbitration Act shall apply. Any dispute or claim arising under or relating to this Agreement or to the relationship between the parties shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration hearings shall take place in Douglas County, Minnesota. The decision of the arbitrator shall be final.

**16. Risks of Loss.** I acknowledge and agree that title to all product passes to me after the product is ordered and leaves Tastefully Simple's facility to be delivered to the identified "ship to" addressee or made available for me to pick up. I understand that I assume all risk of loss and assume total responsibility to deliver product to the ultimate client in a timely fashion. In the event the client does not receive product or if the client receives damaged product, Company may (solely at its discretion) elect to ship replacement product directly to the client. I agree that Company may elect to charge my account back for the wholesale amount plus shipping of any replacement product and agree that this amount may be either deducted or charged to my account.

Addendum (Alaska, Hawaii and Puerto Rico)

As a Tastefully Simple consultant residing in Alaska, Hawaii or Puerto Rico, I understand and accept the following changes to those terms and conditions.

- Printed materials are provided in English only.
- \$29.95 ground shipping charges apply on Part One, Two and Three orders totaling \$149.99 or less.
- 20% ground shipping charges apply on Part One, Two and Three combined when an order is greater than or equal to \$150.
- No ground shipping charges apply on Part Two and Part Three items when Part One total is \$150 or more.
- \$49.95 2<sup>nd</sup> Day Air changes apply on Part One, Two and Three combined orders totaling \$149.99 or less.
- 30% 2<sup>nd</sup> Day Air shipping charges apply on Part One, Two and Three combined when an order is greater than or equal to \$150.00.
- If I live in Alaska or Hawaii, I acknowledge that I must provide Tastefully Simple with a Resale Certificate issued to me by my government, if required. I understand that it is my responsibility to contact the appropriate government office to ensure that I am in full compliance with state and local tax regulations.

## TS TO YOU TERMS & CONDITIONS

**To become a TS to You member.** To become a TS to You member, you must sign up for TS to You, a recurring order program, by 1) signing up for a client account on tastefullysimple.com. You will need to enter all the required personal information and select a password. You will also need to enter a valid email address, a credit card number (or other acceptable payment card) and agree to the terms of the client account. Your credit card will be encrypted and used for no purpose other than orders placed through a consultant website (or orders placed on tastefullysimple.com, should your TS to You consultant deactivate); and 2) placing a qualifying order. You must agree to the TS to You Terms and Conditions, place and pay for an initial order (and agree to other recurring orders).

**Charges to your credit card.** Your credit card (or payment card) will be charged on approximately the 11th of the month of shipment or next business day, in the event that the 11th is on a weekend or holiday. Applicable sales tax applies on all recurring orders. Shipping charges apply on all recurring orders less than \$75. If your payment method is declined you will be notified via email and your payment card will be tried an additional four times. If it still is declined and not resolved prior to the end of the month, your membership will go inactive. Your first recurring order will ship on or around the 15th of the month. If you signed up for TS to You with a 10-Meal, 30-Meal or Entertaining Kit, you will receive a shipment every other month. If you choose Stock Your Pantry as a recurring order, you will receive a shipment every other month. If you signed up for TS to You with Dinner Mixers, you will receive a shipment every month. You authorize your TS to You consultant or Tastefully Simple, Inc. to charge your credit (or other payment card) card as specified in these Terms and Conditions for orders you place as well as for all subsequent recurring orders (including any and all sales taxes and shipping charges). Additionally, you agree to permit your TS to You consultant or Tastefully Simple to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network.

**Personal information.** It is your obligation to keep your payment card data, your shipping address, your email address and other required information up to date. Should such information be inaccurate, your TS to You order may be affected or cancelled. Tastefully Simple and/or your TS to You consultant will attempt to contact you if there are problems with your TS to You order. Should such efforts fail, your client account and/or your TS to You membership is subject to cancellation. As a TS to You member, you agree that Tastefully Simple has access to your personal information.

**Maintain confidentiality and lost password.** It is your responsibility to maintain the confidentiality of your account access information, including your password. It is important that you not share your password or other account information with anyone or leave it available for others to find. Should you misplace or forget your password or need it changed, please use the "Forgot Password" link found on tastefullysimple.com.

**Changes to your TS to You recurring orders.** You may change your recurring order and add additional products up to midnight Central Time through the 10th of the month (or the next business day, in the event that the 10th falls on a weekend or holiday) that your order is to ship. You may access your account on tastefullysimple.com and make any necessary changes. For assistance, contact Customer Services at 866.448.6446 (M-F, 8:00 am – 5:00 pm CT, except holidays).

**Subsequent orders after your initial order.** After an initial order as a TS to You member, you commit to a minimum purchase of one or more TS to You-eligible product kits (or Stock Your Pantry) at least every other month if you signed up for TS to You with a 10-Meal, 30-Meal or Entertaining Kit. If you signed up for TS to You with Dinner Mixers, these will occur every month.

**10% rewards.** As an active TS to You member, you will receive 10% credit on account for the purchase of any one TS to You-eligible item with a value up to \$200 per month that you can use toward future eligible orders. Note: 10% credit only applies to the TS to You-eligible item. As a TS to You member, any credit will expire if not used within six full calendar months from date of receipt of credit. If you choose Stock Your Pantry as your recurring order, you will receive a 10% discount when the order is a minimum of \$75 after all discounts are applied. The 10% discount will be applied at the time the Stock Your Pantry order is placed. Any other earned TS to You rewards will not be applied to this order and no additional rewards will be earned.

**Free/discounted shipping.** As a TS to You member you are eligible to receive free shipping with an order totaling \$75 or more (after discounts). In the event that you place more than one TS to You order within a month, you only receive free shipping on the first TS to You-eligible order placed within the month. You continue to receive free shipping with a minimum \$75 purchase (after discounts) as long as you continue to place a TS to You recurring order once every three months. Shipping to Alaska, Hawaii and Puerto Rico is discounted (12% of the retail value of the TS to You-eligible items off your shipping amount, capped at \$24.00, once qualified). Standard shipping will be charged on all non-qualifying recurring orders.

**Additional orders.** As a TS to You member, you are able to place additional orders in between your recurring orders. These additional orders will not change your selected TS to You order. Free/discounted shipping does not apply and credit on account may not be used for additional product added to additional orders unless ordering a TS to You-eligible kit (free/discounted shipping is on first TS to You-eligible order placed within the month).

**Initial order as a part of a party.** If your TS to You membership occurs through a Tastefully Simple party, the initial TS to You order is eligible to count toward host rewards. Additional items may be added to the initial order, and appropriate Host Rewards will be given when applicable. Automatic recurring orders do not count toward party total for Host Rewards. Note: Active consultants may not place initial order through a party.

**Not to be resold.** Products purchased through TS to You are intended for personal consumption and should not be resold.

**Initial TS to You client orders available through a consultant.** You can become a TS to You member through a Tastefully Simple consultant. When you become a TS to You member through a consultant, that consultant will be designated your TS to You consultant. If you wish to change your TS to You consultant, you must terminate your TS to You account and wait a minimum of 180 days to re-subscribe. If you choose to become a Tastefully Simple consultant after becoming a TS to You member, your TS to You consultant will be deemed your sponsor. If you choose to become a Tastefully Simple consultant under a different sponsor after becoming a TS to You member, you must discontinue your TS to You account for a minimum of 180 days before signing a Tastefully Simple Agreement under a different sponsor unless otherwise agreed upon by all parties.

**Deactivating consultant.** Should your TS to You consultant deactivate, you agree that your personal client account information may be shared with Tastefully Simple so Tastefully Simple may service your account. Additionally, you agree that your credit card (or other payment card) data may be provided to Tastefully Simple so that Tastefully Simple may service your account and fulfill your TS to You orders. You will be provided email notification of such deactivation and transfer of data via the email you supply on your client account. You may, at no penalty, opt out of such continued TS to You orders upon email notification to Tastefully Simple.

**One-year term.** The term of the Tastefully Simple Agreement is one year. This agreement is automatically renewed on the anniversary date and will remain in effect until: (1) you elect to alter or change your agreement by submitting a new signed Tastefully Simple Agreement; or (2) you cancel your Tastefully Simple Agreement; or (3) Tastefully Simple cancels this agreement upon written notice to you at the address set forth herein, which you agree Tastefully Simple may do at any time in its sole discretion.

**Cancellation.** You may cancel your TS to You membership at any time in your tastefullysimple.com account or by email notification to Tastefully Simple or by calling Customer Service at 866.448.6446 (M-F, 8:00 am – 5:00 pm CT, except holidays). At no time will you be charged for orders not shipped. Any order that is "in process" shall be completed and your payment card charged. However, Tastefully Simple and your consultant stand behind the TS Satisfaction Guarantee.

**Delaying shipment of your TS to You order.** You can also delay your TS to You order; however, you must have at least one order every three calendar months to be eligible for free or discounted shipping. Contact Customer Service at 866.448.6446 (M-F, 8:00 am – 5:00 pm CT, except holidays) by the 10th of the month of your scheduled shipment in order to delay that month's shipment. If that is not requested by the 10th (or next business day if the 10th is on a weekend or holiday), your credit card will be charged and the order will be shipped as scheduled.

**Returns.** Should you wish to return your initial shipment or any subsequent TS to You shipments, you will be required to do so at your expense. As a TS to You client member, you can return products that were purchased during the last 30 days for a full refund of the products; if 31-60 days after purchase, you will receive a refund of 90% of the original net product cost. After 60 days, no refunds will be given. You will receive a re-ship of product(s) that are damaged, missing, or for incorrect product. In the event of excessive returns, which are defined as 50% of the average value of products from the last three shipments, we reserve the right to either cancel your account or prohibit refunds and instead offer product of equal value. Note: Active consultants are not permitted to return product.

**Changes to your TS to You recurring order components.** Due to the seasonal availability of some products, your TS to You recurring order may differ from your original selection during our season transition (i.e., fall and spring). You have the ability to change your selection if you so choose as indicated above. You also may return any product that does not meet your expectations and will be credited the value of the component returned (less a 10% restocking fee). Shipping will not be reimbursed and you will be responsible for any cost to return such product.

**Cancellation/modification of TS to You.** Tastefully Simple and your TS to You consultant reserve the right to cancel or modify the TS to You program at any time. Tastefully Simple and your consultant will make reasonable attempts to contact you should the program be cancelled or modify. At no time will you be charged for orders not shipped. Should these Terms and Conditions be changed, you will be notified thirty days in advance of such changes.

**All other Terms and Conditions apply.** All Terms and Conditions associated with the use of the tastefullysimple.com website apply to you as a TS to You member. Tastefully Simple reserves the right to change this program, these Terms and Conditions as well as the requirements of TS to You as it deems, in its sole discretion, are appropriate. Notice of changes will be provided to you via email or online when you next log in to your account.

Effective 10.1.17