

Melaleuca Credit Card Rewards Program

Terms and Conditions

Please read this document carefully and keep it in a safe place as it sets out the terms and conditions (the “**Terms and Conditions**”) of the credit card rewards program (the “**Credit Card Rewards Program**”) that entitles you to earn loyalty shopping dollars (“**Loyalty Shopping Dollars**”) under the loyalty rewards program offered by Melaleuca (the “**Melaleuca Program**”) through use of the Melaleuca-branded credit card account issued by MBNA (the “**Rewards Credit Card Account**”). You will be automatically enrolled in the Credit Card Rewards Program at no additional cost. However, certain eligibility requirements (described below) must be met in order to earn Loyalty Shopping Dollars under the Melaleuca Program through use of your Rewards Credit Card Account.

Provinces and Territories excluding Québec: This paragraph applies only to the residents of the Provinces and Territories of Canada excluding Québec. It is important to note that these Terms and Conditions: (i) relate solely to the Credit Card Rewards Program; (ii) replace any and all previously published terms and conditions relating to the Credit Card Rewards Program; (iii) are separate and distinct from the terms and conditions relating to the Rewards Credit Card Account; and (iv) are separate and distinct from the terms and conditions relating to the Melaleuca Program.

Province of Québec: This paragraph applies to Québec residents only. It is important to note that these Terms and Conditions: (i) relate solely to the Credit Card Rewards Program; (ii) replace any and all previously published terms and conditions relating to the Credit Card Rewards Program; (iii) are part of the terms and conditions of the MBNA Account Agreement to which your Rewards Credit Card Account relates; and (iv) are separate and distinct from the terms and conditions relating to the Melaleuca Program.

1. Definitions. In addition to the terms defined above or elsewhere in these Terms and Conditions,

“Account” means the account maintained by Melaleuca that records all Loyalty Shopping Dollars earned by you including, but not limited to, Loyalty Shopping Dollars earned through use of your Rewards Credit Card Account and through other promotional programs that may be offered in connection with the Credit Card Rewards Program;

“Base Earn Rate” has the meaning set out in section 5(b)(iii);

“Gas Purchase” means a Net Purchase from a service station merchant that is coded with a MCC in the service stations and automated fuel dispensers categories. For greater certainty, transactions recorded with a MCC other than 5541 and 5542 shall not qualify as a Gas Purchase;

“GGR Earn Rate” means the Loyalty Shopping Dollars that may be earned on eligible Gas Purchases, eligible Grocery Purchases and eligible Restaurant Purchases as described in section 5(b)(ii);

“Grocery Purchase” means a Net Purchase from a grocery merchant that is coded with a MCC in the grocery stores and supermarkets category. For greater certainty, transactions recorded with a MCC other than 5411 shall not qualify as a Grocery Purchase;

“MBNA” means The Toronto-Dominion Bank, operating a division as MBNA;

“MCC” means the Merchant Category Code that is used by payment card network participants to classify the type of business in which a merchant is engaged;

“Melaleuca” means Melaleuca, Inc.;

“Melaleuca Earn Rate” has the meaning set out in section 5(b)(i);

“Melaleuca Purchase” means a Net Purchase made from Melaleuca, Inc. and from Melaleuca of Canada Inc. For greater certainty, in order to be considered a Melaleuca Purchase an eligible membership ID of the Melaleuca Program must be used to make the Net Purchase from a MCC or merchant identification number that Melaleuca has advised MBNA has been assigned to Melaleuca, Inc. or Melaleuca of Canada Inc.

“Net Purchase” means the purchase of goods and/or services made by you or your authorized user(s) through the use of your Rewards Credit Card Account, plus or minus any adjustments made to your Rewards Credit Card Account in respect of those purchases. Net Purchases do not include, and you will not earn any Loyalty Shopping Dollars in respect of, interest charges; cash advance and balance transfer transactions (including access cheques and deposits to a bank account); balance(s) permissibly transferred between MBNA credit card accounts or accounts of MBNA affiliates; cash advances re-designated as purchases; the purchase of cash equivalents, including foreign currency, travellers' cheques, money orders, wire transfers, person-to-

person money transfers, bets, lottery tickets or casino gaming chips; unauthorized charges (including those made with a lost, stolen, cancelled or fraudulent Rewards Credit Card Account); credit insurance premiums; over-the-credit-limit fees; and other fees and charges assessed on your Rewards Credit Card Account;

“Restaurant Purchase” means a Net Purchase from a restaurant merchant that is coded with a MCC in the eating places and restaurants and fast food restaurants categories. For greater certainty, transactions recorded with a MCC other than 5812 and 5814 shall not qualify as a Restaurant Purchase; and

“you” and **“your”** mean the person in whose name MBNA has opened the Rewards Credit Card Account.

2. Acknowledgement. The use of your Rewards Credit Card Account will constitute your acknowledgement of, and agreement with, these Terms and Conditions.

3. Participation Eligibility Requirements. To be eligible to participate in the Credit Card Rewards Program (i.e., use your Rewards Credit Card Account to earn Loyalty Shopping Dollars under the Melaleuca Program), you must satisfy each of the following conditions:

- a) have a Rewards Credit Card Account that is in good standing and has active charging privileges;
- b) be a member in good standing of the Melaleuca Program;
- c) be a member in good standing of the Credit Card Rewards Program;
- d) be an individual (corporations, partnerships and other entities may not participate);
- e) reside within Canada; and
- f) be of legal age to enter into a binding contract for the province or territory in which you permanently reside.

4. Credit Card Rewards Program. The Credit Card Rewards Program is a program that entitles you to earn Loyalty Shopping Dollars under the Melaleuca Program on Net Purchase transactions that are charged to your Rewards Credit Card Account. Loyalty Shopping Dollars will be earned by you and awarded by Melaleuca under the Melaleuca Program through use of your Rewards Credit Card Account in the manner described below. The Melaleuca Program has detailed terms and conditions on, among other matters, the accumulation, redemption and expiration of Loyalty Shopping Dollars. For information on the Melaleuca Program, including its terms and conditions, please visit www.melaleuca.com. It is your sole responsibility to determine the then applicable terms and conditions related to the Melaleuca Program including, but not limited to, accumulation, redemption and expiration of all Loyalty Shopping Dollars.

5. Loyalty Shopping Dollars. Loyalty Shopping Dollars will be earned under the Melaleuca Program in relation to the use of your Rewards Credit Card Account in the following manner:

- a) Following each calendar month, MBNA will report to Melaleuca:
- i) the total amount of Net Purchase transaction volume information and the total amount of Melaleuca Purchases, Gas Purchases, Grocery Purchases and Restaurant Purchases for your Rewards Credit Card Account, to enable Melaleuca to calculate and post to your Account the number of Loyalty Shopping Dollars earned through the use of your Rewards Credit Card Account since the previous monthly report was made (or since your enrollment in the Credit Card Rewards Program, whichever period is shorter); and (ii) the total amount of any credits (such as product returns, fraudulent transactions, etc.) of Net Purchases on your Rewards Credit Card Account that occurred during the prior monthly period.
- b) **Earn Rates.** Based on the information provided in subsection 5(a), Melaleuca will award to you the number of Loyalty Shopping Dollars equal to:
- i) **Melaleuca Earn Rate:** six percent (6%) of the total dollar amount charged to your Rewards Credit Card Account for Melaleuca Purchases during the prior monthly period;
 - ii) **GGR Earn Rate:** four percent (4%) of the total dollar amount charged to your Rewards Credit Card Account for Gas Purchases, Grocery Purchases and Restaurant Purchases during the prior monthly period;
 - iii) **Base Earn Rate:** one percent (1%) of the total dollar amount of all other Net Purchases charged to your Rewards Credit Card Account during the prior monthly period. For greater certainty, the Base Earn Rate shall not be awarded on Melaleuca Purchases, Gas Purchases, Grocery Purchases and Restaurant Purchases.
- c) **Merchant Category Codes.** MBNA does not determine whether merchants correctly identify and bill transactions as being made in each particular MCC. However, MBNA does reserve the right to determine whether Net Purchases qualify for the Melaleuca Earn Rate, the GGR Earn Rate, and the Base Earn Rate. For greater certainty, a Net Purchase may only qualify for either the Melaleuca Earn Rate, the GGR Earn Rate or the Base Earn Rate, and the applicable earn rate is not cumulative or in addition to any other earn rate for any Net Purchase.
- i) Where a Net Purchase transaction is reversed after Rewards Credit Card Account activity information has been reported to Melaleuca, a reduction will accordingly be made in the Loyalty Shopping Dollars that are provided pursuant to the earn rates set out above. For greater certainty, Melaleuca may, after receiving information provided in subsection 5(a)(ii), adjust the Loyalty Shopping Dollars in your Account for such credits to deduct the

number of Loyalty Shopping Dollars previously credited to your Account.

- d) Please allow 4 to 6 weeks for all Loyalty Shopping Dollars to be credited by Melaleuca to your Account. Loyalty Shopping Dollars that have accrued are not earned and available for redemption until they are posted to your Account.
- e) From time to time, you may also have opportunities to earn bonus or promotional Loyalty Shopping Dollars through special offers that will be accompanied by specific rules.
- f) Loyalty Shopping Dollars shall have no independent cash value, and are only redeemable as described in these Terms and Conditions. Loyalty Shopping Dollars cannot be used in partial or total payment of any amount owing in respect of your Rewards Credit Card Account or any other obligations owed by you to MBNA or any of its affiliates. Net Purchase transaction information will only be transmitted by MBNA to Melaleuca in respect of a monthly period if your Rewards Credit Card Account is open and has active charging privileges on the last day of such monthly period. If you convert another credit card account to a Rewards Credit Card Account, any Net Purchase transactions charged to the previous credit card account will not be reported to Melaleuca and you will not be entitled to receive any Loyalty Shopping Dollars in connection with such Net Purchase transactions.
- g) There is no limit on the amount of Loyalty Shopping Dollars that can be earned under the Melaleuca Program in relation to the use of your Rewards Credit Card Account in accordance with these Terms and Conditions. You will not be entitled to earn Loyalty Shopping Dollars under the Melaleuca Program and MBNA will not report to Melaleuca any Net Purchase transaction information relating to transactions that are for business as opposed to personal purposes, or transactions that are fraudulent or otherwise related to illegal conduct or for conduct contrary to your account agreement for your Rewards Credit Card Account or for any other reason as determined by MBNA, in its sole discretion.

6. Account Information. Melaleuca will be solely responsible for maintaining the number of Loyalty Shopping Dollars accumulated by you under the Melaleuca Program. You understand that MBNA does not award Loyalty Shopping Dollars and has no responsibility or liability for any aspect of the Melaleuca Program. You should contact Melaleuca in any manner set out below to make inquiries about the Melaleuca Program and/or the status and balance of your Account. Your Rewards Credit Card Account statement will not show any details regarding Loyalty Shopping Dollars earned, accrued and/or redeemed under the Melaleuca Program.

7. Inquiries. To make inquiries about the Credit Card Rewards Program or your Rewards Credit Card Account, contact MBNA by: (i) telephone at 1-888-876-6262 (toll-free – 24-hour service); or (ii) mail at P.O. Box 9614, Ottawa, Ontario K1G 6E6. To

make inquiries about the Melaleuca Program or your Account, contact Melaleuca by: (i) telephone at 1-800-282-3000; or (ii) mail at Melaleuca, Inc., 4609 West 65th South, Idaho Falls, ID 83402 U.S.A.

8. Redemption. All redemptions of Loyalty Shopping Dollars can only be made through Melaleuca in accordance with the terms and conditions of the Melaleuca Program. The Melaleuca Program has detailed terms and conditions on, among other matters, the accumulation, redemption and expiration of Loyalty Shopping Dollars. For information on the Melaleuca Program, including its terms and conditions, please visit www.melaleuca.com. It is your sole responsibility to determine the applicable terms and conditions related to the Melaleuca Program, including, but not limited to, terms and conditions on the accumulation, redemption and expiration of Loyalty Shopping Dollars.

9. No Responsibility. MBNA and its affiliates are not liable or responsible for any aspect of the Melaleuca Program, including, but not limited to, the awarding, accumulation and/or redemption of Loyalty Shopping Dollars and you agree to release MBNA, its affiliates and their respective directors, officers, employees and agents from any and all claims in respect of damages or losses you may suffer due to non-compliance with the terms and conditions of the Melaleuca Program, the awarding and accumulation of Loyalty Shopping Dollars and/or any redemption policies of Melaleuca.

10. Tax. You are solely responsible for any personal tax liability arising from your participation in the Credit Card Rewards Program. You should consult with your personal tax advisor in order to determine any personal tax consequences. You understand and agree that MBNA will not issue tax receipts in respect of the Credit Card Rewards Program. You hereby agree to release MBNA and its respective affiliates, directors, officers, employees and agents from any and all claims in respect of any tax liability resulting from your participation in the Credit Card Rewards Program.

11. Interpretation and Disputes. Any interpretations, questions or disputes regarding the Credit Card Rewards Program shall be resolved at the sole discretion of MBNA and all decisions made by MBNA shall be final. Any interpretations, questions or disputes regarding the Melaleuca Program shall be resolved at the sole discretion of Melaleuca and all decisions made by Melaleuca shall be final.

12. Privacy. You consent and authorize MBNA, its affiliates, agents and any non-affiliated third party service providers with whom any of the foregoing contract in order to manage the Credit Card Rewards Program, to share information about you, your Rewards Credit Card Account and the Credit Card Rewards Program as necessary to effect, administer, enforce, service or fulfill the terms of the Credit Card Rewards Program. Examples of information that may be shared may include, but are not limited to, name, address, telephone number, purchase and transaction

value and specific information necessary for administering the Credit Card Rewards Program, rebate programs, contests and/or other promotional offers, to better develop our relationship with you and to develop products that may be of interest to you. To obtain more information about MBNA's privacy terms as they relate to the division operating as MBNA, please visit our website at www.mbna.ca/privacy.

13. Amendments to Credit Card Rewards Program. The Credit Card Rewards Program and its benefits are offered at the sole discretion of MBNA.

a) **Provinces and Territories excluding Québec:** This section 13(a) applies only to the residents of the Provinces and Territories of Canada excluding Québec.

You understand and agree that MBNA may amend these Terms and Conditions, in whole or in part, at any time with or without notice, provided, however, that MBNA will send notice to your address shown in our records at the time the notice is sent (which may include posting updated changes to our website or to your email address, or by providing notice of the changes with your monthly statement) if any of these Terms and Conditions are amended to impact: (i) eligibility requirements to participate in the Credit Card Rewards Program; (ii) earning Loyalty Shopping Dollars or any other rewards (including introducing or changing a limit on the number of Loyalty Shopping Dollars that can be earned); (iii) terms above on Account Information and how to redeem Loyalty Shopping Dollars; (iv) fees related to the Credit Card Rewards Program, including the introduction of new fees; and (v) transferring, forfeiting or expiring Loyalty Shopping Dollars or any other rewards.

b) **Province of Québec:** This section 13(b) applies to Québec residents only. We may amend these Terms and Conditions regarding:

- the eligibility requirements to participate in the Credit Card Rewards Program
- earning Loyalty Shopping Dollars or any other rewards (including introducing or changing a limit on number of Loyalty Shopping Dollars that can be earned)
- terms above on Account Information and how to redeem Loyalty Shopping Dollars
- fees related to the Credit Card Rewards Program, including the introduction of new fees
- transferring, forfeiting or expiring Loyalty Shopping Dollars or any other rewards
- benefits under the Credit Card Rewards Program
- management of your Account
- obligations and liabilities (including related to taxes) under the Credit Card Rewards Program

- how we may change or terminate the Credit Card Rewards Program
- ownership of the Credit Card Rewards Program
- communication between us and you and the management of personal information in relation to the Credit Card Rewards Program
- any other term and condition of the Credit Card Rewards Program

If any such amendment pertains to an essential element of these Terms and Conditions, we will send a clear and legible written notice to your address shown in our records at the time the notice is sent, between the **60th** and the **90th** day before the amendments come into force, setting out the new clause only, or the amended clause and the clause as it read formerly, and the date of the coming into force of the amendment. Any other amendment may be made by us at any time, with or without notice, and any such notice may be provided by posting updated changes to our website or to your email address, or by providing notice of the amendments with your monthly statement.

14. Termination. MBNA may suspend or terminate the Credit Card Rewards Program at any time upon written notice to you. Any violation of these Terms and Conditions by you may result in liability for damages, and/or termination of your Credit Card Rewards Program eligibility.

15. Disqualification/Forfeiture of Points.

- a) MBNA reserves the right to disqualify anyone from participation in the Credit Card Rewards Program, refuse to report Net Purchase transaction information to Melaleuca and/or close your Rewards Credit Card Account if, in MBNA's sole discretion, you, or any other person(s) using your Rewards Credit Card Account, have breached these Terms and Conditions, including, but not limited to acts of fraud or abuse.
- b) If you voluntarily close your Rewards Credit Card Account, any unreported Net Purchase transaction information as of the date of closure will be reported to Melaleuca for the purpose of Melaleuca's determination of Loyalty Shopping Dollars earned.
- c) If MBNA closes your Rewards Credit Card Account, whether due to fraud, abuse, non-payment, non-renewal, death or for any other reason, MBNA shall not be required to report to Melaleuca any unreported Net Purchase transaction information as of the date of closure.

16. Waiver. No delay or omission by MBNA in exercising any right or remedy contained in these Terms and Conditions shall operate as a waiver of any of such rights and remedies nor shall it be interpreted as such. MBNA may, in its sole discretion, deviate from the strict observance, performance or compliance by you

of any of these Terms and Conditions. Such deviations shall not alter, affect or prejudice any of MBNA's other rights or remedies and shall only be effective in the specific instance and for the specific purpose for which it was given and shall be deemed not to be a waiver of any other of MBNA's rights or remedies as a result of any other breach of these Terms and Conditions.

17. Indemnification. You agree to hold MBNA and its directors, officers, agents, employees, affiliates, successors and assigns (collectively, the "**MBNA Indemnitees**") harmless from and against all liability, causes of action, penalties, costs and claims, and will reimburse the MBNA Indemnitees' reasonable and actual expenses incurred in connection therewith (including legal fees and costs) arising from or related to your participation in the Credit Card Rewards Program and the Melaleuca Program, including, but not limited to, any delay, cancellation or failure by Melaleuca to award Loyalty Shopping Dollars or honour for any reason whatsoever any redemption transaction or other products promised to you upon the redemption of Loyalty Shopping Dollars, and any damages, injuries or disabilities suffered through use or consumption of any products obtained upon the redemption of Loyalty Shopping Dollars. You further agree that MBNA's liability to you in respect of Loyalty Shopping Dollars ends upon MBNA reporting Net Purchase transaction information to Melaleuca as set out under these Terms and Conditions. You also agree that any recourse you may have in respect of a failure on the part of any person or entity to deliver the products promised shall be solely as between you and such other person or entity.

18. Address Changes. It is your sole responsibility to promptly advise MBNA of any changes to your mailing address or other contact information. MBNA shall not be responsible for any lost, misdirected or delayed mail or other communications or any consequences thereof and you agree to release MBNA and its affiliates, directors, officers, employees and agents from any and all claims in respect of losses or damages resulting therefrom.

19. Not Affiliated. MBNA and Melaleuca are not affiliated in any manner and are not agents, representatives, partners, joint ventures or employees of each other and neither party has the power to obligate or bind the other party. The Credit Card Rewards Program, the Rewards Credit Card Account and the Melaleuca Program are each independent of the others. MBNA makes no representation as to the Melaleuca Program and MBNA does not offer, endorse or guarantee any of the goods, services, information or recommendations provided by third parties to you in relation to such program.

20. Liability. None of MBNA or any of its affiliates, directors, officers, employees or agents will be liable to you for any action any of them take or fail to take in connection with the Credit Card Rewards Program and/or the Melaleuca Program or any changes in, or termination of, the Credit Card Rewards Program and/or the Melaleuca Program. MBNA, together with all of its affiliates, shall not be liable for any damages (including direct, indirect,

consequential, incidental, special or punitive) with respect to your participation in the Credit Card Rewards Program or the Melaleuca Program and the type, quality or fitness of goods, services or rewards provided through the Melaleuca Program.

MBNA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN RELATION TO THE MELALEUCA PROGRAM OR ANY PRODUCT, SERVICE OR REWARD OBTAINED THROUGH THE MELALEUCA PROGRAM. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MBNA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AS IT RELATES TO THE MELALEUCA PROGRAM. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

MBNA AND ITS AFFILIATES, SUPPLIERS, AGENTS AND SPONSORS DO NOT WARRANT THAT YOUR USE OF ANY REWARDS PROGRAM WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON.

The above information is correct as of May 2020. These Terms and Conditions are available at www.mbna.ca or by calling 1-888-876-6262 to request that a copy be sent to you. All information is subject to change.

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