



**VIP Shopper Terms and Conditions**

- 1. Rights and Obligations** – I understand that as a Cosway USA Inc. ("eCosway") VIP Shopper, I have the right to earn Rewards Points (RP points) and purchase eCosway products and services at special discount prices in accordance with these VIP Shopper Terms and Conditions. I may purchase eCosway products and services via the Company's web site (www.eCosway.com/US) or at any eCosway Store. I further understand that I do not have the right to re-sell any eCosway products or services. I will abide by these VIP Shopper Terms and Conditions when purchasing any merchandise from eCosway.
- 2. Purchasing eCosway Products and Services** – I must use my VIP Shopper ID when I purchase products or services to ensure that any Reward Points (RPs) are properly recorded to my personal account.
- 3. Pricing** – I understand that all prices are subject to change from time to time at the sole discretion of eCosway without prior notice. Sales tax will be added upon check out based on the tax rate of the shipping address.
- 4. Returns and Replacements Procedure** – I will go to any eCosway Stores with the following information: (i) My Member ID; (b) Order number; and (c) the reason(s) for returning item. I understand the product shall be deemed "Resalable" if each of the following elements is satisfied: a) they are unopened and unused; b) packaging and labelling has not been altered or damaged; c) they are in a condition such that it is commercially reasonable to sell at full price; and d) they are returned to eCosway within the permitted time period from the date of purchase. For products purchased from www.eCosway.com/US, I shall follow the Return and Replacements Procedure posted on web.
- 5. Adjustment to Rewards Points (RPs)** – RP(s) that were generated by merchandise that I later return will be deducted from my Personal Account in the same month as the return. If I have insufficient RPs to cover these RP deductions, my future RPs will be deducted until the amount is completely recovered.
- 6. Rewards Point (RP) Rules** – eCosway offers periodic auctions for VIP Shoppers who have provided their taxpayer ID number to eCosway. I understand that if I provide an incorrect taxpayer ID number, I understand that I will be disqualified from participating or collecting any item won in an auction. I understand if I upgrade to become an Independent Business Owner (IBO) during my valid VIP Shopper membership period I may still participate in an auction. However, my RPs will be segregated into 2 categories:
  - (a) RPs that I generated prior to upgrading to IBO may be used to bid in an auction provided that the RPs are used before the original expiry date of my VIP Shopper term;
  - (b) RPs generated after I upgrade to an Independent Business Owner and/or any RPs that have not been used by the original expiry date of my VIP Shopper term cannot be used to bid in auction.
- 7. Term** – The term of this agreement is one year (subject to prior cancellation pursuant to the eCosway Policies and Procedures). If I fail to renew my eCosway VIP Shopper subscription annually, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a VIP Shopper. I understand that if I fail to comply with the terms of the Agreement, eCosway may, at its discretion, terminate this Agreement and my status as a VIP Shopper.
- 8. Assignment** – I may not assign any rights under the Agreement without the prior written consent of eCosway. Any attempt to transfer or assign this Agreement without the express written consent of eCosway renders the Agreement voidable at the option of eCosway and may result in termination of this Agreement.

**NOTICE OF RIGHT TO CANCEL**

I may CANCEL this transaction, without any penalty or obligation, within FIVE (5) BUSINESS DAYS from the agreement signed date. If I cancel, any property traded in, any payments made by me under the contract or sale, and any negotiable instrument executed by me will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of my cancellation notice, and any security interest arising out of the transaction will be canceled. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Cosway USA Inc., 15221, Barranca Parkway, Irvine, CA 92618, NOT LATER THAN MIDNIGHT of the fifth business day following the date set forth above.

**I HEREBY CANCEL THIS TRANSACTION.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_