

VIP Shopper Terms & 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 website (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. Shipping or Freight Charges

Shipping or freight charges for purchase made via www.eCosway.com/US are calculated based on the delivery cost from eCosway's facilities to the delivery address. In some instances eCosway may subsidize the shipping or freight charges. Shipping or freight charges for each item ordered will be determined and displayed once the delivery address is submitted during the check-out process.

5. Acceptance of Orders

- a. I will receive an order confirmation and order number via the email address I provided as soon as the order has been accepted by eCosway.
- b. If there is a problem with my order (e.g., non-availability or insufficient quantity), eCosway will communicate this to me via email.
- c. In the event that eCosway is unable to ship my order or any items in my order, within thirty (30) days of the placement of the order, I will have the right and ability to cancel such order, or portions of my order, as I desire.

6. Purchasing eCosway Products and Services Online

- a. Cancellation Process -- Online orders are processed automatically and immediately. I must check the Order Status and only if the orders have not been fulfilled, I can submit an online Cancellation Form to eCosway. Otherwise, when the order is delivered, I can follow the steps and requirements stated in the Returns Policy and Procedures to return the merchandise to eCosway.
- b. Payment -- Acceptable modes of payment for online purchases are listed in the eCosway website. However, eCosway reserves the right at its sole discretion not to accept a certain mode of payment without specifying the reason thereto.
- c. Delivery -- I understand that delivery of orders will take up to 3 weeks, and is subject to availability of the merchandise ordered. In certain circumstances where further verification of credit card payment is necessary, delivery may be delayed.
- d. Returns Policy and Procedure Replacement of Incorrect or Damaged Products -- All products are checked for quality before eCosway sends them and does its best to ensure that they are delivered in perfect condition, but occasionally, things go wrong. If my intended recipient receives an incorrect, damaged or defective product, eCosway will send the recipient a replacement at eCosway's expense. The recipient will need to submit a Merchandise Return Form through the eCosway online office. The recipient will then receive instructions to submit a return request. Once approved, the recipient will send the product(s) back to eCosway and eCosway will refund the shipping expense to the VIP Shopper in the same mode of payment and send out a replacement product right away. If the product is out of stock, eCosway will refund the value of the product in the same form of payment I originally used for the purchase.
- e. Refund for Products in Good Condition -- If the products I ordered arrive in good condition, but I decide to return them, I will bear all shipping and insurance costs to return them. I understand that eCosway will only accept returns if:

- i) the request is made within 30 days from the receipt of the product (as indicated by eCosway's delivery agent);
- ii) the product has NOT been opened or used (taken out of its packaging or box);
- iii) the product is in its original re-sellable condition (not damaged, no missing parts, etc.); AND
- iv) if the product came with a free gift or as part of a set of products, they must all be returned together in original condition. (If any part is missing, its value will be deducted from the refund.)

If a returned product does not meet these conditions, no refund will be issued. I understand that eCosway will NOT accept returns of the following:

- (1) Products purchased at clearance prices; or
- (2) Products that are listed as "non-returnable" on the website.

- f. Shipping Fees -- As stated above, eCosway will bear all shipping costs for replacing damaged, defective, or incorrect items. For other returns, eCosway will only refund the cost of the product(s). eCosway will not refund the original shipping fees (if any) paid by me, nor will eCosway reimburse the cost of shipping the returned item(s).
- g. Refund Timeline -- eCosway will notify me via email of my refund once it has received and processed the returned product. eCosway will refund the purchase price in the same form of payment I used to make the purchase. I understand that refunds to credit/debit cards may take up to 3 to 4 weeks (depending on the length of time it takes the card issuer to process the refund to my account.) Refunds made to eCosway e-accounts take effect immediately once the return is accepted and processed.
- h. Undeliverable Orders -- Occasionally orders are returned to eCosway after three (3) attempts to deliver (because the address was incorrect or it was a PO Box or hotel address, or the delivery was rejected by the named recipient). If I want eCosway to re-deliver the package, I will have to pay for the second delivery charge in full. I understand that no subsidies will be applied since they were paid to the delivery company the first time. If eCosway re-delivers the package upon my request but is unable to reach the named recipient or the product is still undeliverable, eCosway will issue me a refund on the purchase amount less incurred charges (if any). eCosway will not refund any shipping and handling fees paid by me (if any).

7. Returns and Replacements Procedure

I will contact eCosway Customer Service with the following information: (i) My Member ID; (b) Order number; (c) the reason(s) for returning item; and (d) a contact number at which I can be reached. eCosway staff will guide me regarding the process to complete the return process. Upon approval, a Merchandise Return Number (MRN) will be sent to me via email, allowing me to proceed with the return of the product. I will use proper shipping cartons and packaging materials for the product to be returned. The cost of return shipping and insurance must be prepaid and borne by me. If I do not insure the product, eCosway will only reimburse shipping to me if the product was delivered incorrectly, damaged or defective. I understand that returned product to be shipped to: Cosway USA Inc., Attn: Returns and Exchanges, 15221, Barranca Parkway, Irvine, CA 92618, Tel: (949) 453-0888. I must retain all supporting courier documents as proof of return and for tracking purposes. I understand that returned merchandise will only be accepted if all the conditions and procedure in "Terms for Refunds or Replacement" have been complied with.

8. Adjustment to Reward 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.

9. 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.

10. 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.

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