

## Return Policy

Last Modified: September 1, 2020

Changes:

Updated content to match new governing materials.

Added phone number.

### CONTACT INFORMATION

For further information about the return process or if you would like to start the return process, please contact us at [Support@Truvy.com](mailto:Support@Truvy.com). By phone 801-281-7420 or 855-213-TRUV

#### 1. Return Policy

The Company offers a sampling program for people to try our Products prior to making a commitment to purchase larger quantities. This takes the place of a traditional “money back guarantee.” We encourage all people to sample our Products prior to making any commitments to purchase larger volumes of Product. The Company reserves the right to review all returns on a case-by-case basis. Returns may cause promotions, Commissions and bonuses to be adjusted or reversed, affecting both the Associate making the return and any Upline Associate who received compensation on such purchase.

#### 2. Returns

The Company will offer a 90% return policy on items returned in Marketable condition within thirty (30) days of the delivery date. All Associate and Customer orders purchased directly from TRUVY must be returned to TRUVY at the Associate’s/Customer’s expense. All Products refunded are subject to bonus withholdings and qualification recalculations based on the original purchase date. If the purchases were made through a credit or debit card, the refund will be credited back to the same account.

Returns must have been personally purchased from TRUVY. (Purchases from other Independent Associates or third parties are not subject to refund.)

- a) Returns must be in Marketable (re-saleable) condition.
- b) Returns in Marketable condition and returned within 30-days of purchase will receive a 90% refund (less shipping costs.)
- c) Product and marketing materials returned after 30-days will not be refunded, except as an inventory repurchase as specified in policy *Return of Merchandise and Sales Aids by Associates Upon Cancellation or Termination*.
- d) All returned Product exceeding \$480 in any 12-month period, will be deemed an inventory repurchase and the Company shall repurchase the and the Associate’s Agreement may be terminated.

#### 3. Subscriptions Returns (also known as SmartShip or Autoship)

Simply returning Product or refusing shipment is insufficient to cancel the subscription(s). In order to cancel a subscription(s) order, Associates must contact Customer Support Department, at least two (2) business day before the subscription(s) order is to go through.

#### 4. Retail Purchases from an Independent Associate’s Inventory

If a customer returns Product to the Associate from whom it was purchased, it is up to the Associate’s discretion on their Independent Business refund policy.

## **5. Cooling-off Period**

TRUVY Independent Associates must inform customers of their right to rescind a purchase or an order within 72 hours. See below:

- a. Customer, you may CANCEL a transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the purchase date (Five business days for residents of Alaska. Fifteen business days for residents of North Dakota age 65 and over).
- b. Customer, if you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.
- c. Customer, if you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.
- d. Customer, if you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

## **6. Return of Merchandise and Sales Aids by Associates Upon Cancellation or Termination.**

Within 30 days from the cancellation or termination of an Associate's Agreement, the Associate may return products and Sales Tools that he or she personally purchased from TRUVY within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in currently marketable condition and are returned to the Company within 30 days from the date of the Associate's cancellation or termination. Upon the Company's timely receipt of returned goods and confirmation that they are in currently marketable condition, the Associate will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. Back Office and Replicated website fees are not refundable except as may be required under applicable state law.

## **7. Montana Residents**

A Montana resident may cancel his or her Associate Agreement within 15 days from the date on which this application is submitted and may return his or her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.

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