



**TAVALA.**

## **Return Policy**

### **Retail Customer Returns**

Tavala Offers a thirty (30) day return policy on all products sold to Retail Customers through Tavala Independent Affiliates and Ambassadors. Refunds for unopened and damaged products will be issued at the original purchase price less a 10% restocking fee. Refunds for open partially used or otherwise damaged products will be issued at 50% of the original purchase price. Any costs associated with shipping & handling will not be refunded or reimbursed. There are no cancellations after placing an order online.

### **Return Process for Orders**

- a) Notify the Tavala Support Department of the pending return
- b) Package the products you wish to return using proper shipping carton(s) and packing material based on the product(s) being returned. Include the original packing slip or a printed copy of your receipt.
- c) Ship the package to the following address using your choice of shipping method as long as a tracking number is available.

Tavala Returns  
2612 w 400 n suite 500  
Lindon, UT 84042

- d) Provide the tracking number for your package to the Tavala Support Department.
- e) Once your return is received and processed, an appropriate refund will be issued within 10 business days.

### **Resignation Returns.**

All product(s) in a CURRENTLY MARKETABLE, REUSABLE, UNOPENED AND RESALABLE condition which have been purchased within thirty (30) days can be returned. The return will be not less than 90% (ninety percent) of the original net cost to the Affiliate or Ambassador minus any freight charges and commissions paid to the Affiliate or Ambassador.

Note: Commissions earned will be offset as a result of the product return. Any return requests will be considered a resignation of the Ambassador membership with Tavala.

In order to ensure that a refund is issued in a timely manner, the following steps should be followed:

- a) A written request must be submitted by email to the Tavala Support Department, clearly citing the reason for the resignation and for the return of product and/or sales materials.

b) Package the products you wish to return using proper shipping carton(s) and packing material based on the product(s) being returned. Include the original packing slip or a printed copy of your receipt.

c) Ship the package to the following address using your choice of shipping method as long as a tracking number is available.

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d) Provide the tracking number for your package to the Tavala Support Department.

e) Once your return is received and processed, Tavala will issue the refund within approximately (30) days from the date of receipt of the authorized merchandise.

c) The Customer or Affiliate assumes the cost of shipping any merchandise to Tavala.

d) The Customer or Affiliate responsibility for packing and shipping products back in a manner that will ensure that it is received in a timely manner and with minimal damage.

e) Refunds will be issued in the same manner that payment was received. This means that if a credit card was used initially, the reimbursement will be issued back to that same credit card.

Unauthorized Returns. Should a customer or Affiliate refuse delivery of any Tavala shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary resignation.

Exchanges. Tavala will not accept product exchanges.

Credit Card Chargebacks. Customers, Affiliates or Ambassadors with credit card chargebacks will have their accounts suspended until such time that the full amount of the chargeback is returned to Tavala plus any chargeback fees.

## **Tavala Disclaimer**

Any personal testimonies and opinions relating to Tavala and tavala.com are not considered as medical advice and should not be taken as such.

The Tavala product line is not intended to diagnose, cure, prevent or treat any illness, disease or disorder.

The earnings of a Tavala Affiliate or Ambassador relating to Tavala and tavala.com are not necessarily a representation of the income, if any, that a Tavala Affiliate can or will earn through his or her participation in the Tavala compensation plan.

Any figures should not be considered as guarantees or projections of your actual earnings or profits. A person can become an Ambassador with Tavala and do very well financially marketing our product line; however, they could also not earn any income at all.

A Tavala Ambassador's success depends upon and requires successful sales efforts, hard work, dedication, determination, leadership and teamwork. Please understand there are no financial guarantees.

## **Suspension**

Tavala reserves the right in its sole discretion to suspend a purchaser's account at any time. Tavala will notify the purchaser of such suspension by email. In the event of a suspension, Tavala further reserves the right to require the purchaser to complete and sign a reinstatement agreement in order to reinstate the purchaser's buying privileges.

## **Amazon/Ebay Sales**

Tavala products are intended for direct-to-consumer sales only and should not be sold online through non-direct sales channels. Reselling Tavala products on Amazon/Ebay or other third party websites dilutes our valuable trademarks and also diminishes the opportunities of Tavala Affiliates and Ambassadors by competing in non-direct sales channels with our Influencers.

Customers, Affiliates, Ambassador's are strictly prohibited from reselling Tavala products on Amazon/Ebay or any third party auction site or sales site. Customers, Affiliates or Ambassadors who violate this policy will have their accounts temporarily suspended and may be subject to having their buying privileges terminated at the sole discretion of Tavala.

If you have any questions about the Tavala Terms of Service, the practices of this site, or your dealings with this site, please contact us at [support@tavala.com](mailto:support@tavala.com)

## **Social Media**

We are active on social media, including Facebook, YouTube, Pinterest, Twitter, TikTok, Instagram and LinkedIn ("Social Media"). Anything you post on Social Media is public information and will not be treated confidentially. We may post (or re-post) on the Site and our Social Media pages any comments or content that you post on our Social Media pages. YOU AGREE TO HOLD TAVALA AND ITS AFFILIATES HARMLESS AND WITHOUT LIABILITY FOR THE RESULTS OF ANY AND ALL CONTENT YOU POST ON TAVALA SOCIAL MEDIA.

The Site allows you to connect and share data with Social Media. These features may require us to use cookies, plug-ins, and API's provided by such Social Media to facilitate those communications and features. The Site may use advertising networks and services offered by Social Media to deliver advertising content. Use of these services requires Social Media to implement cookies or pixel tags to deliver ads to you while you access the Site.

## **Privacy Policy**

Tavala is committed to safeguarding the privacy of our website visitors; this privacy policy sets out how we will treat your personal information.

1. What information do we collect?
2. We may collect, store and use the following kinds of personal data:
  1. Information about your visits to and use of this website;
  2. information about any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our products;
  3. information that you provide to us for the purpose of registering with us and/or subscribing to our website services and/or email notifications.
3. Information about website visits.
4. We may collect information about your computer and your visits to this website such as your IP address, geographical location, browser type, referral source, length of visit and number of page views. We may use this information in the administration of this website, to improve the

website's usability, and for marketing purposes.

We use cookies on this website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. We may also use that information to recognize your computer when you visit our website, and to personalize our website for you.

Most browsers allow you to refuse to accept cookies. This will, however, have a negative impact upon the usability of many websites, including this one. Using your personal data.

5. Personal data submitted on this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

In addition to the uses identified elsewhere in this privacy policy, we may use your personal information to:

1. Improve your browsing experience by personalizing the website;
  2. send information (other than marketing communications) to you which we think may be of interest to you by post or by email or similar technology;
  3. send to you marketing communications relating to our business which we think may be of interest to you by post, email or similar technology (you can inform us at any time if you no longer wish to receive marketing communications to be sent by emailing us at [support@tavala.com](mailto:support@tavala.com))
6. We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing. Anti Spam Policy.
  7. Newsletter Subscriber.

A registered user is added to our Newsletter Subscribers database when enrolling as a customer or Influencer. After completing our enrollment process the user becomes a Newsletter Subscriber. Our email communications with our Newsletter Subscribers is based solely on their permission.

What Is Spam?

Spam is an unsolicited email also known as Unsolicited Commercial Email (UCE). It involves emails sent to users who:

1. Have no association with the sender;
  2. have registered an account but not opted in to receive commercial emails;
  3. have previously opted in but then opted out of receiving commercial emails.
8. Spam is also email communications without a valid reply-to address.

Email Communications.

Tavala does not send spam - ever. The goal of our existing email communications is to inform our Newsletter Subscribers of the new updates and promotions which are published on a regular basis. Our Newsletters include the links to our new products, information about promotions and latest news from the field.

We do not sell or distribute (for financial gain or for free) or otherwise disclose any Influencer or customer e-mail addresses to any third parties except when legally required.

Every newsletter contains an Unsubscribe link at the top or bottom of the message.

## **Necessary Communication**

There are situations which by their own nature require us to send you emails. These include:

1. Sending a message to your email box with the link to update your account at Tavala;
2. Sending you invoices for each purchase transaction made on our website.
3. Sending you emails concerning technical, legal and support matters.

9. Please make sure you do not flag Tavala as 'Spam' or 'Unsolicited' in your email application. When you do not receive expected emails from Tavala, check your spam folder.

#### **Other disclosures.**

10. In addition to the disclosures reasonably necessary for the purposes identified elsewhere in this privacy policy, we may disclose information about you:
  1. to the extent that we are required to do so by law;
  2. in connection with any legal proceedings or prospective legal proceedings;
  3. in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and mitigating losses).
11. Except as provided in this privacy policy, we will not provide your information to third parties.

#### **International data transfers.**

12. Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy. Security of your personal data.
13. We will take reasonable precautions to prevent the loss, misuse or alteration of your personal information. Of course, data transmission over the Internet is inherently insecure, and we cannot guarantee the security of data sent over the Internet.  
We will store all the personal information you provide on our secure servers. All electronic transactions you make to or receive from us will be encrypted using SSL technology.  
You are responsible for keeping your passwords confidential. Policy amendments.
14. We may update this privacy policy from time to time by posting a new version on our website. You should check this page occasionally to ensure you are familiar with any changes.

#### **Your rights.**

15. You may instruct us to provide you with any personal information we hold about you.  
You may instruct us not to process your personal data for marketing purposes. In practice, you will usually either expressly agree in advance to our use of your personal data for marketing purposes, or we will provide you with an opportunity to opt-out of the use of your personal data for marketing purposes. You can also instruct us not to use your personal data for marketing purposes by email to (support@tavala.com) at any time.

#### **Third party websites.**

16. The website may contain links to other websites. We are not responsible for the privacy policies of third party websites. Financial Information.
17. The website does not store your credit card and payment details on our server. The website retains details of your purchases and purchased products in your account, but no sensitive details relating to your payment methods are stored or handled by Tavala .

#### **Changes to this Privacy Policy.**

18. Tavala has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications. Contact.

#### **Service Providers and Third Parties With Whom We Share Personal Information**

We may share all categories of Personal Information with the following categories of individuals and entities:

Employees, Affiliates, and Ambassadors. We may share Personal Information with our employees, affiliates, and Ambassadors who have a need to know the information for our business purposes. In

addition, if you are an Ambassador, we share your information with other Ambassadors within your upline and downline stream to help coordinate and support marketing and training efforts among our Ambassador resources.

**Service Providers.** We may share Personal Information with our service providers, suppliers, consultants, agents, partners and representatives that provide services for us, with whom we have contracted with to protect such Personal Information. For example, we may share Personal Information with service providers to help us host and manage the Site; provide targeted advertising and other marketing; improve the content and functionality of the Site; perform data analysis and statistical analysis; troubleshoot problems with the Site; provide payment processing services and online storefronts; provide public relations; provide learning management systems; provide email services; provide data processing; and support or provide the security of the Site.

**Government Officials / Law Enforcement.** We will cooperate with law enforcement and other governmental agencies, and may disclose Personal Information: (i) if we believe in good faith we are legally required to disclose that Personal Information, (ii) if we are advised to disclose Personal Information by our legal counsel, or (iii) when necessary to identify, contact or bring a legal action against someone who may cause or be causing harm to, or interfering with the legal rights of, Tavala or any other party.

**Professional Advisors.** We may share Personal Information with certain service providers that are our professional advisors, such as our attorneys, accountants, financial advisors and business advisors, in their capacity as advisors to Tavala .

**Change in Ownership.** In the event Tavala is the subject of a change of control or in the event the Site changes ownership, in whole or in part, or in the event of a bankruptcy, receivership or a similar transaction, we may provide Personal Information to the subsequent owner(s).

**Other.** We may share Personal Information with third parties when explicitly requested by or consented to by you, or for the purposes for which you disclosed the Personal Information to us as indicated at the time and point of the disclosure (or as was obvious at the time and point of disclosure).

If you have any questions about this privacy policy or our treatment of your personal data, please write to us by email to [support@tavala.com](mailto:support@tavala.com)

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