# xoxo Gina, LLC

**RETURN POLICY** 

Last revision January 3rd, 2025

### 1.0 **REFUNDS/RETURNS**

#### 1.1 Customer and Xoxo Gina Artist Return Policies

#### **Customer Return Policy**

All Customer returns/requests for refunds shall abide by the Return/Refund Policy found within the Company corporate website for the product/service in question.

#### **Xoxo Gina Artist Physical Product and Sales Aids Returns**

If you are not 100% satisfied with our products, a xoxo Gina Artist may return the items for a refund if all the following conditions are met: (i) neither the xoxo Gina Artist nor Company has terminated the Agreement; (ii) the products were purchased within twelve (12) months; and (iii) the products remain in Resaleable Condition as defined in Section 15 below. The refund shall be ninety percent (90%) of the purchase price. Shipping and handling charges incurred will not be refunded.

Upon cancellation of the Agreement and subject to the Notice of Right to Cancel section within the xoxo Gina Artist Agreement, the xoxo Gina Artist may also return all generic sales aids purchased within twelve (12) months from the date of cancellation for a refund if they are unable to sell or use the merchandise. xoxo Gina Artists may only return sales aids they personally purchased from the Company under their xoxo Gina Artist Identification Number and which are in Resalable Condition. Any custom orders of printed sales aids (i.e., business cards, brochures, etc.) whereon the xoxo Gina Artist's contact information is imbedded or hard printed, or has been added by the xoxo Gina Artist, are not able to be returned in resalable condition thus are nonrefundable. Upon the Company's receipt of the products and sales aids, the xoxo Gina Artist will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the reimbursement paid to the xoxo Gina Artist any royalties, bonuses, rebates, or other incentives received by the xoxo Gina Artist that were associated with the merchandise that is returned.

#### **1.2** Physical Product Return Process

- A. All returns, whether by a Customer/xoxo Gina Artist, must be made as follows:
  - I. Obtain Return Merchandise Authorization ("RMA") from the Company.

- II. Ship items to the address provided by Company Customer Service when you are given your RMA.
- III. Provide a copy of the invoice with the returned products or services. Such invoice must reference the RMA and include the reason for the return.
- IV. Ship back product in manufacturer's box exactly as it was delivered.
- B. All returns must be shipped to Company pre-paid, as Company does not accept shipping collect packages. Company recommends shipping returned product by UPS, USPS, or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer or xoxo Gina Artist. If returned product is not received at Company Distribution Center, it is the responsibility of the Customer or xoxo Gina Artist to trace the shipment and no credit will be applied.
- C. A xoxo Gina Artist's return of \$500 or more worth of products accompanied by a request for a refund within a single calendar year may constitute grounds for involuntary termination unless xoxo Gina Artist is able to show good cause for such return. The company shall review and make its determination at its sole discretion.

## 1.3 Refund of Fees

xoxo Gina Artists are offered a refund on all fees paid to the Company if the xoxo Gina Artist cancels under the cancellation policy found within the xoxo Gina Artist Agreement. All subsequent fees are nonrefundable. When a refund is requested the bonuses and royalties attributable to the refunded service will be deducted from said xoxo Gina Artist who received bonuses or royalties on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the royalties is recovered.