

# Alive Worldwide, Inc.

## Terms and Conditions / Policies and Procedures

The Alive Worldwide opportunity is open to people from all walks of life, regardless of sex, race, nationality, religious beliefs, political affiliations or age, as long as the Applicant is at least 18 years of age and is otherwise legally capable of entering into a Contractual Agreement.

### **POLICY PROVISIONS**

In order to maintain the highest level of integrity and to assist and ensure compliance with state and federal laws, the following policies, procedures, terms and conditions have been adopted and will be strictly enforced. A copy of these policies are available at [www.myaliveworldwide.com](http://www.myaliveworldwide.com).

Alive Worldwide, Inc. will be referred to as (AWI) for the balance of this document.

- 1) **BECOMING AN ASSOCIATE:** Associate understands this application is a legally binding Contract between (AWI) and Applicant. Associate must understand that only one (AWI) Associate Membership is allowed per person or entity. Applications may be submitted as an individual, or in a corporate, partnership or limited liability company name only. Associates operating their business other than as an individual must complete and deliver a duly executed "Operating Under a Business Name" Form and other appropriate documentation as requested and/or required by (AWI). Associate's development rights and responsibilities will be determined by (AWI) publications and will abide by both the spirit and the letter of these and any other subsequent changes announced by (AWI).
- 2) **MARRIED COUPLES:** (AWI) does allow husbands and wives or common law couples (collectively, "spouses") to have the option to maintain one joint Associate Membership or they are permitted to possess their own separate Associate Memberships. Spouses who wish to maintain one Associate Membership must be jointly sponsored on the application. Spouses who wish to maintain separate Associate Memberships, must be within four up or down of each other's Membership. If only one spouse chooses to participate in an (AWI) business opportunity, he or she understands that the active spouse's Associate Membership may be terminated for any actions taken by the non-Associate Member spouse that would violate Company policies if he or she was an Associate Member. In addition, if each Spouse owns their own separate Membership, he or she understands that both Memberships may be terminated for any actions taken by one or the other Spouse that would violate Company policies. If a married couple obtains one Associate Membership and notifies (AWI) of a divorce, they should contact (AWI) as to how the Associate Membership is to be managed thereafter. Otherwise, (AWI) will consider the person who was originally listed as the Associate Member to continue as the Associate Member. In the event of divorce or legal separation of a joint Associate Membership, legal court documents relating to such action, as requested by the Company, must be submitted to Home Office.
- 3) **MINIMUM ORDER:** An Associate is not required to purchase product in order to be a member. An Associate that completes an Associate Application and Agreement Form and submits it to our Corporate Headquarters in Big Lake, MN, is not required to make a purchase. There is a minimum \$49.95 product purchase requirement on your first order if you elect to sign up by phone or on the internet.
- 4) **INVENTORY LOADING:** The (AWI) program is built upon the goal of getting (AWI) products into the hands of Consumers. Although (AWI) recognizes that Associates will purchase products for their personal or family's use, (AWI) strictly prohibits encouraging others to purchase product for the sole purpose of qualifying for bonuses or advancements in the Marketing Program.
- 5) **REPRESENTATION OF STATUS:** Any and all references the Associate makes to him or herself must clearly set forth the Associate's independent status. For example, if the Associate has a business telephone, the telephone may not be listed under (AWI)'s name or in any other manner that does not disclose the Independent Contractor status of the Associate. Associate will not be treated as an employee in regard to any laws covering employees, including but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, Income Tax Withholding at Source, or for any Federal, State, or Local tax laws.

- 6) SPONSOR RESPONSIBILITIES:** Those who sponsor, but who do not support new Associates or their sales organization to develop their business, meet with limited success. Therefore, it is a requirement of this Agreement that you work with, train, and mentor new Associates and your sales organization on an ongoing basis. You must fulfill the obligation of performing a bona fide supervisory, distribution and selling function in the sale or delivery of product to the ultimate Consumer and in the training of those personally sponsored. In addition an Associate must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision include, but are not limited to: product presentation, retail sales training, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions and accompanying individuals to (AWI) training and opportunity seminars. Associates should be able to provide evidence to (AWI), as requested, of ongoing fulfillment of sponsor responsibilities when asked by (AWI).
- 7) CONDUCT:** Associate will honor the (AWI) money back guarantee and never make false or fraudulent representations about the company, its products, marketing plan, or income potentials. Associate will conduct all operations in strict compliance with all applicable laws, ordinances, regulations and other requirements of any Federal, State, County, Municipal or other government agency. Associates will obtain all necessary permits, licenses or other consents for the operation of their business, collect and pay all taxes, expenses, debits and other liabilities when due, and in all respects operate in a lawful and ethical manner.
- 8) SALES AND TAX USE:** (AWI) may collect and remit to various state taxing authorities, sales taxes due on sales of (AWI) products, on behalf of Associates, in accordance with its written sales tax policy. To obtain a copy of the policy, contact Member Services.
- 9) AUTOSHIP:** This program allows Associates to have a standing order in place at all times. Specific benefits of this program are outlined in the compensation plan. Materials are available on the Corporate website: [www.aliveworldwide.com](http://www.aliveworldwide.com). Payment is automatically deducted from an authorized VISA, MasterCard, Discover or AMEX card. Each month your account will be debited on the date you have selected. Dates available for selection start with the 1st, up through and including the 28th of the month. Product will be shipped within 24 to 48 business hours of each billing. It is the responsibility of the Associate to insure that a valid payment option is provided for monthly processing. (AWI) is not responsible for an Associate not attaining qualifications or earnings resulting from declined or invalid payment options. Autoship changes and cancellations can be phoned in to Customer Service at (763-262-9900) or changed at your [www.aliveworldwide.com](http://www.aliveworldwide.com) back office. You may NOT send a letter or email to (AWI) requesting to change or cancel your autoship.
- 10) SATISFACTION GUARANTEE:** (AWI) offers its Consumers a 100% unconditional, full money-back, empty bottle guarantee. If, for any reason, a Consumer or Associate is not entirely satisfied with the product, they may return the empty bottle to (AWI) within 30 days of the purchase date. (AWI) will replace returned product, refund the purchase price, or provide a credit to the Associate's account after they have received the empty bottle(s) or package(s).
- 11) RETURN POLICY:** An Associate who wishes to return any unopened or used product should contact Customer service at 763-262-9900. To insure accurate processing of returned orders, an Associate or Consumer should never return a shipment before speaking with Customer Service. Once you have contacted Customer Service they will give you a return merchandise number (RMN) and the address to return the product. You will then return the product in question to the Distribution Facility. The return order must include the following. 1) A note with the (RMN) on it requesting the refund and signed by the Consumer. 2) A copy of the original invoice that came with the product in question. 3) The full or empty product containers. 4) On outside of the carton the (RMN) must be clearly written next to your return address. 5) Any merchandise being returned to our Distribution Center must be sent prepaid. Associates and Consumers are encouraged to use a traceable means of transport, as (AWI) is not responsible for items lost in transport. If an Associate or Consumer paid for the product with a credit card, a credit will be issued within 48 hours on receipt of return for 100% of the purchase price, less shipping, to the credit card originally used for payment. If an Associate or Consumer paid for the product with a bank draft or check and then returns the product, there will be a minimum of 7 days before a refund check will be issued unless the Associate or Consumer provides a copy of the paid bank draft or check from his or her financial institution. A refund check will be issued for 100% of the purchase price, less shipping. Any advancement in the (AWI's) Compensation Plan, bonuses or awards achieved as a result of these purchases by the Associate's upline will be reversed, and the amount(s) deducted from the upline

Associate's commission check. If an order has been returned by the carrier, due to insufficient address, undeliverable, etc., (AWI) will contact the Associate or Consumer either by phone or email within 24 hours, to advise them of the returned order. If Associate or Consumer would like the package shipped to a deliverable address they would be required to pay the shipping charge again. If (AWI) does not receive a response from the Associate before the end of a current pay period, the order will be cancelled, and the money refunded back to the Associate or Consumer. It is understood that in the event an Associate returns any personal product purchase for a refund, that they will also be giving up their Associate status and in turn give up any potential earnings from referral sales in the future.

- 12) ADVERTISING & PROMOTIONAL GUIDELINES:** Associates will not produce, promote, or use any marketing materials, including advertisements, electronic media, web pages, or similar marketing or sales promotions of any kind which contain the (AWI) logo, trade names, products, promotions and/or material which is copyrighted or otherwise protected by (AWI) without prior written consent of (AWI). Associate agrees to immediately discontinue the use of any such materials upon receipt of written notice from (AWI) to do so.
- 13) INTERNET ADVERTISING:** All Associates agree and acknowledge that all Internet advertising, websites and listing pages must be approved in writing by (AWI) and must comply with all (AWI) policies and procedures.
- 14) PROMOTIONAL MATERIALS:** An Associate may develop his or her own marketing techniques, so long as they are not in violation of any Company, State or Federal rules, regulations or statutes. Unless the Company's prior written approval is received, the use, production or sale of any sales aid or materials other than those provided by, or approved in writing, by the Company to other (AWI) Associates for use in promoting (AWI) products is prohibited.
- 15) TELEPHONE/FAX/COMPUTER SOLICITATION:** The use of (AWI's) name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit Associates or retail Customers. Associates agree to comply with the Telephone Consumer Protection Act (TCPA), including, but not limited to the Federal Communications Commission's prohibition against unsolicited telephone marketing calls and faxes.
- 16) MEDICAL CLAIMS AND PRODUCT TESTIMONIALS:** No claims as to the therapeutic, safety or curative properties of the products, or regarding the products, may be made except those officially approved by (AWI) or as contained in the official (AWI) literature. No Associate may make any claims that (AWI) products are useful in the treatment, prevention, diagnosis or cure of any disease. Medical claims regarding (AWI) products are strictly prohibited. Associates should recommend to any Customer who is currently under a physician's care, or any medical treatment, to seek the advice of their healthcare provider before altering their nutritional regimen.
- 17) INCOME CLAIMS:** Projections of income earnings and potentially misleading income representations are strictly prohibited.
- 18) PROMOTING OTHER PRODUCTS OR COMPANIES TO (AWI) ASSOCIATES / CONSUMERS:** Associates shall not directly or indirectly solicit or entice any Associate or Customer of (AWI) that have not personally sponsored with product, service or referral marketing, network marketing or direct sales business, that competes with any product or service provided by (AWI). Associate understands that doing so is grounds for immediate termination and forfeiture of current and future commissions. The company (AWI) has the discretion to track all commissions paid from the first offense. If Associate does not voluntarily return those paid commissions, he/she understands that he/she will be responsible for any cost the company incurs to collect those funds.
- 19) COMMERCIAL OUTLETS:** (AWI) products may be displayed and/or sold to the general public in any office or business/commercial outlet, on-line, or Internet store fronts as long as they are not sold for less than \$29.95 per bottle in any quantity. (AWI) Associates may display and/or sell (AWI) products in the private offices of professionals that operate by appointment only (e.g., doctors, dentists, chiropractors, etc.). (AWI) products may not be sold through home shopping network programs (i.e., HSN, QVC).
- 20) TRADE SHOWS AND EXPOSITIONS:** Associates are encouraged to display and/or sell (AWI) products at trade shows and expositions. Before submitting a deposit for an event, it is the sole responsibility of the Associate to contact the event sponsor to determine whether another Associate Member has reserved a booth at such event. Accordingly, Associates must be aware that more than one Associate may attend an event. Although (AWI) does not require pre-approval for its Associates to attend an event, all literature and marketing materials displayed at the event must be approved by (AWI), in advance, in

writing, and must clearly identify the individual(s) as (AWI) Individual Associate(s). Associates may not display and/or sell (AWI) products at swap meets, garage sales or flea markets as these events are not conducive to the image (AWI) wishes to portray.

- 21) AUDIO AND VIDEO RECORDINGS:** All (AWI) materials, whether printed, electronically produced, computer generated on film, or produced by sound recording, are copyrighted, and may not be reproduced, in whole or in part, by Associates or any other person, except as authorized by (AWI). Permission to reproduce any materials will be considered only in exceptional circumstances.
- 22) DAMAGED GOODS:** (AWI) is dedicated to shipping quality products. However, some goods may become damaged during the course of shipment. It is the responsibility of the Associate to verify the condition of each item upon receipt of the order and refuse to accept any damaged goods. If a damaged shipment is left at the door, or if an Associate discovers after the fact, that any part of their shipment has arrived in less than satisfactory condition, the Associate must immediately contact (AWI) Customer Service at 763-262-9900. To insure accurate processing of damaged orders, a Member must never return a shipment before speaking with (AWI) Customer Service. To eliminate errors in processing, any product returned that is not accompanied by a Return Merchandise Authorization Number, will result in the Associate's account being temporarily placed in a "hold" status, pending resolution of the issue. Your cooperation is appreciated.
- 23) BACK ORDERS:** Orders that include a back ordered item will be held until the back ordered item arrives, and then the order will be shipped in full. Credit for the volume of commissionable products on back-order will be applied to the month in which the products were ordered and paid for.
- 24) DELAYS:** (AWI) shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as acts of God, strikes, labor difficulties, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders, or when performance becomes professionally impracticable, etc., bearing the invoice number.
- 25) CONFIDENTIAL INFORMATION:** (1) Whenever (AWI) makes available to the Associate, Confidential Information, it shall be for the sole purpose of conducting (AWI) business. (2) Associate shall not use, disclose, duplicate or otherwise make any Confidential Information available to any one other than (AWI) Associates, without the prior written consent of (AWI). (3) Associate shall not directly or indirectly use, capitalize upon, or exploit any Confidential Information for your own benefit, or for the benefit of anyone else, other than for the purpose of conducting your business for (AWI). (4) Associate shall maintain the confidentiality and security of the Confidential Information in its possession and to protect against disclosure, misuse, misappropriation or any other action inconsistent with (AWI's) rights.
- 26) FURTHER RESTRICTIVE COVENANTS:** In consideration to (AWI) for the receipt of Confidential Information, Associate further agrees that for the term of your Associate Membership, you shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with, or diminish the value or benefit of (AWI) Contractual relationships with any (AWI) Associate. Furthermore, during the term of your Associate Membership, Associates are prohibited from appearing in, being referenced in, or allowing your name or likeness to be featured or referenced in any promotional, recruiting/solicitation materials or activities for another direct sales company.
- 27) TERM OF CONFIDENTIAL INFORMATION:** The Agreements contained in the "Confidentiality Information" section of these procedures shall remain forever and in perpetuity. The agreements contained in the "Further Restrictive Covenants" section of these procedures shall remain in full force and effect, during the term of the previously executed Associate Membership Agreement between (AWI) and Associate, and thereafter until the latter of one (1) year from your latest receipt of any Confidential Information or nine (9) months after the expiration and termination of such Associate Membership Agreement.
- 28) BREACH AND REMEDIES:** Associate acknowledges that (AWI) would suffer irreparable harm as a result of any unauthorized disclosure or use of the Confidential Information and that monetary damages are insufficient to compensate (AWI) for such harm. Therefore, if Associate is in breach of these policies and procedures, (AWI) is entitled to an injunction or temporary restraining order, without notice to restrain any unauthorized disclosure or use of the Confidential Information in addition to any other available remedy, including damages. In any such action, if (AWI) prevails, Associate agrees to reimburse (AWI) for all costs and reasonable attorneys' fees incurred in connection with taking legal action.

- 29) SOCIAL SECURITY NUMBER / FEDERAL ID NUMBER REQUIREMENTS:** Associates are not required to submit their Social Security Number or Federal ID Number at the time of sign-up. However, if an Associate's earnings meet or exceed \$600.00 during the calendar year, (AWI) must obtain a Social Security Number or Federal ID Number for purposes of reporting income earned to the IRS. (AWI) will first contact Associate by phone to obtain required information. If (AWI) is unable to reach Associate by phone, (AWI) will send a letter by US Postal Service, First Class Mail or by the email address listed on file requesting Associate's Social Security Number or Federal ID Number. If (AWI) does not receive a response by Associate within 30 days, (AWI) will send a follow-up letter. Once (AWI) receives the Associate's Social Security Number or Federal ID Number, the earnings will be paid out as part of the next bonus run. (AWI) will hold Associate's earnings for a period of 90 days or until December 31, whichever comes first. If no response is received by Associate after the 90 day time frame, the earnings will revert back to (AWI).
- 30) VOLUNTARY RESIGNATION:** The Associate Agreement may be voluntarily cancelled at any time and for any reason by an Associate or Consumer notifying (AWI) of the election to cancel, or may be cancelled, if no order is placed for six (6) consecutive months. Associates may cancel their Membership by sending in a written resignation letter, or by calling Customer Service at 763-262-9900 (US). The written resignation letter must be signed by all parties listed on the Associate Membership. If the Associate Member chooses to cancel via telephone, for security purposes, they will be required to provide information regarding their account (i.e., last four digits of the Associate Member's social security number, AWI password, etc.).
- 31) SUSPENSION AND TERMINATION: (AWI)** reserves the right to suspend and/or terminate any Associate at any time for cause when it is determined that the Associate may have violated the provisions of the Associate Member Agreement, including the provisions of these policies and procedures or compensation plan as they may be amended, or the provisions of applicable laws and standards of fair dealing. Such suspension and/or termination shall be made by (AWI) at its discretion. Upon an involuntary suspension and/or termination, (AWI) shall notify the Associate Member, in writing, at the latest address listed with (AWI) for the Associate Member. In the event of a suspension and/or termination, the suspended and/or terminated Associate Member agrees to immediately cease representing himself or herself as an Associate Member. Any suspension notice will be sent by US Postal Service, first class mail, electronic mail or facsimile to the Associate Member's address, facsimile number or email address on file with (AWI). Any termination letter will be sent by Certified Mail, US Postal Service, First Class Mail or electronic mail to the Associate's address or email address on file with (AWI).
- 32) TERM OF AGREEMENT:** The term of this Agreement will not be limited, but on occasion will be revised. Any changes or modifications to this Agreement will be made freely available to all Associates and Customers. (AWI) will post notice of updates through normal channels, but it is the responsibility of the Associate and Consumer to review any and all changes or modifications. Transfer or sale of an Associate downline without written company approval is strictly prohibited. This Agreement shall be governed by the laws of the State of Minnesota in the U.S.A. and all claims, disputes, or other matters between parties of this Agreement shall be brought in the County of Sherburne, Minnesota, courts. Further, this Agreement constitutes the entire Agreement between the Applicant and (AWI) and no other promises, representations, guarantees or agreements of any kind shall be valid unless authorized in writing.