



## TERMS & CONDITIONS - POLICIES & PROCEDURES

**The Policies and Procedures of GreatLife Worldwide, LLC** contained herein were established to explain and define the rights and responsibilities of GreatLife Worldwide, LLC and its Independent Customers, Members, or Affiliates. Each independent Customer, Member, or Affiliate agrees, without reservation, to all the terms and conditions contained herein and holds GreatLife Worldwide, LLC free from any and all liability that may result from this agreement between the Independent Representative and GreatLife Worldwide, LLC.

### CODE OF CONDUCT DECLARATION

**GreatLife Worldwide, LLC** (subsequently referred to as "GreatLife" or "the Company") has established the following code of conduct to guide the appropriate, efficient and ethical operation of the Company. We require our Customers, Members, or Affiliates to abide by the letter and spirit of this code that forms our contract with all registered parties of GreatLife.

I hereby make this Application to become an Independent Affiliate, Customer or Member of GreatLife and I agree to the following:

**Agreement Authorization** - This Agreement shall be deemed in effect upon its receipt and acceptance by GreatLife Worldwide, LLC, or its authorized agent(s) (hereinafter "GreatLife" or "The Company"). Upon acceptance of this Agreement, the Customer, Member, or Affiliate is eligible to participate in the marketing, selling and distribution of GreatLife's products and services. The acceptance of this Agreement does not enact the sale of a distributorship or franchise and there are no exclusive territories for any Customer, Member, or Affiliate. No application or franchise fees have been paid, nor is the Customer, Member, or Affiliate acquiring any interest in any security by the acceptance of this Agreement. GreatLife reserves the right to accept or reject any Application.

**GreatLife Worldwide, LLC Customers Affiliates or Members understand and agree that they will:**

- a. Conduct themselves in an ethical and professional manner;
- b. Be truthful in my representation of the Products and will make no Product claim that is not approved by and/or supported by official Company publications;
- c. Make it clear that success in the Company's compensation plan is based on product purchases rather than recruiting;
- d. Represent the compensation plan only as prescribed by the Company;
- e. Sell the company's products in accordance with the compensation plan;
- f. Comply with applicable consumer protection laws and regulations;
- g. Maintain current and accurate information concerning the address, phone number, email, social security number or EIN number for businesses, a method of payment, and any other data on their file.

**GreatLife Worldwide, LLC Customers, Members or Affiliates understand and agree that they will not:**

- a. Engage in deceptive, unlawful, or unethical business or recruiting practices;
- b. Make misleading sales claims or guarantees concerning the company's products;
- c. Make misleading claims or guarantees concerning potential earnings;
- d. Engage in any high-pressure selling, recruiting or sponsoring practices;
- e. Conduct business activities in countries other than those approved by GreatLife;
- f. Purchase Business Volume on another Affiliate, Member or Customer's account to qualify for any bonuses or commissions.
- g. Violate or circumvent GreatLife's policies, procedures, terms & conditions.

**Becoming a Customer, Member or Affiliate of GreatLife Worldwide, LLC:**

- a. Legal Age - The Customer, Member or Affiliate is of legal age for the state in which the Distributor resides, usually 18 years of age. Customers, Members or Affiliates may be an individual, company or corporation. A Social Security Number or Federal Tax Identification Number is required in order to process the Application.
- b. A new Customer, Member, and/or Affiliate is authorized by the Company to exercise their rights and operate when he or she joins as a Customer, Member, or Affiliate by submitting the required fields of information on any of the join pages or upgrade pages of the website.
- c. The right to accept, renew, or deny any Customers, Members, or Affiliates remains solely with the Company.
- d. Customers, Members or Affiliates understand and agree they are independent contractors responsible for determining their own business activities and time spent. Customers, Members or Affiliates are not an agent, employee or legal representative of GreatLife. Customers, Members or Affiliates shall not represent in any manner that they are agents, employees or legal representatives of GreatLife. The Customers, Members or Affiliates are responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state and/or regulatory or taxing agency.
- e. Business Entities. If the Customer, Member, or Affiliate is a Business Entity, the Applicant may also be required to provide an Identification Number for the Business Entity, and a Statement of Beneficial Interest, which must include the signature and Identification Number or other personal identification number of every Person having a Beneficial Interest in the Business Entity. To verify the form of the Business Entity, Beneficial Interest holders, and authorized signatories, GreatLife may require, at any time, the Applicant to submit a copy of its articles of organization, articles of incorporation or other charter documentation.
- f. Identification Number. For tax reporting (where required) and identification purposes (where permitted by law), the Company requires Applicants to provide the Identification Number or other personal identification number. Failure to provide this number may result in rejection of the Application or cancellation of the position or commissions withheld.
- g. Inaccurate Information. If GreatLife determines that a Customer, Member, or Affiliate has submitted inaccurate or false information, it may immediately terminate that person or entity or declare the Customer, Member, or Affiliate Agreement null and void from its beginning. Further, it is the obligation of the Customers, Members, or Affiliates to report to GreatLife on an ongoing basis any changes which affect the accuracy of the Agreement.
- h. Non-Exclusive Territory. The authorization of a Customer, Member or Affiliate to exercise Independent Representative Rights and operate an IR Position hereunder does not include a grant of an exclusive franchise or territory to a Customer, Member or Affiliate, nor is a Customer, Member or Affiliate allowed to make such claims.

**Obligations of Customers, Members or Affiliates of GreatLife Worldwide, LLC:**

- a. Customers, Members, or Affiliates shall comply at all times with each of the terms and conditions of this Contract. All Customers, Members, or Affiliates are independent contractors and are responsible for his or her own business expenses, decisions, and actions.
- b. Customer's, Member's, or Affiliate's work hours, business expenditures, and business plans are not dictated by GreatLife. Customers, Members, or Affiliates shall make no printed or verbal representations which state or imply otherwise.
- c. Customers, Members, or Affiliates shall not represent himself or herself as an agent, employee, partner, or joint venture with GreatLife. A Customer, Member, or Affiliate shall not make purchases or enter into any transactions using GreatLife's name.
- d. Customers, Members, or Affiliates are fully responsible for all of his or her verbal and/or written statements made regarding the Products, services, and the Compensation Plan which are not expressly contained in official GreatLife

materials and the Customer, Member, or Affiliate agrees to indemnify GreatLife against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Customer, Member, or Affiliate that are outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.

e. **Compliance with Laws.** In conducting its Customers, Members, or Affiliates Business, Customers, Members, or Affiliates must comply with all applicable national and local laws, regulations, and ordinances. Customers, Members, or Affiliates shall not violate any laws which apply to unfair competition or business practices, including any law that prohibits the advertising, offer to sell, or sale of Products at less than the Wholesale price of the Products.

f. **No Customers, Members, or Affiliates may offer or promote any non-approved non Company marketing materials, plans, incentives, opportunities, or non-approved Sales Tools in conjunction with the promotion of Products or the opportunity.**

g. **Negative Statements.** A Customer, Member, or Affiliate will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with regard to:

h. **Unethical Activity.** A Customer, Member, or Affiliate must be ethical and professional at all times when conducting Business. A Customer, Member, or Affiliate will not permit Customers, Members, or Affiliates in his or her Downline Organization to engage in unethical activity.

**Examples of unethical activities include, but are not limited to, the following:**

1. Use of another Customer's, Member's, and Affiliate's credit card without express written permission.
2. Making income claims about the Affiliate Business which are not compliant with the provisions of the Policies and Procedures.
3. Making unapproved claims about the Products.
4. Personal conduct that discredits GreatLife Worldwide, LLC and/or its Customers, Members, or Affiliates.
5. Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of Products.
6. Customers, Members, or Affiliates neglecting or failing to meet their respective responsibilities.
7. Violating the policies and procedures and or the terms and conditions of GreatLife Worldwide, LLC.
8. **Cross Recruiting**, including aiding and abetting another Customer, Member or Affiliate of GreatLife with the intent of harming GreatLife Worldwide, LLC and or it's Customers, Members or Affiliates:
  - a. **Regarding Cross-Company Recruiting.** If a Customer, Member, or Affiliate did not personally sponsor another Customer, Member, or Affiliate, he or she is prohibited, during the term of the Contract and for one (1) year following the date of termination of the Contract, from Recruiting that Customer, Member, or Affiliate to sell or purchase products or services other than those offered by GreatLife. The Customer, Member, or Affiliate stipulates and agrees that recruiting constitutes an unreasonable and unwarranted interference with the contractual relationship between GreatLife and its Customers, Members, or Affiliates, conversion of GreatLife's property, and misappropriation of GreatLife's trade secrets. Customers, Members, or Affiliates further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on GreatLife and that GreatLife shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies GreatLife may have in relation to the use of its Confidential Information or any other violations of the Contract.

**Resolving Disputes.** A Customer, Member, or Affiliate must conduct all activity in the best interests of the Company. Upline leaders shall use their best efforts to resolve disputes in their Downline Organizations. Any personal disputes between Customers, Members, or Affiliates must be resolved quickly, privately, and in the best interests of the Company.

**No Claims of Special treatment or special relationships.** Customers, Members, or Affiliates may not allege or imply that he or she has a special relationship with, advantage with, or access to the Company executives or employees that other Customers, Members, or Affiliates do not have.

**Detrimental Conduct.** If any conduct by a Customer, Members, and Affiliate is determined by the Company to be injurious, disruptive, or harmful to the Company or to other Customers, Members, or Affiliates, the Company may take appropriate action against a Customer, Member, and/or Affiliate as the company deems necessary.

**Legal Advice.** Customers, Members, or Affiliates may not rely on the Company to provide legal, tax, financial, or other professional advice, nor may it rely on any such advice if given.

**Insurance.** The Company encourages its Customers, Members, or Affiliates to consult with an attorney regarding the extent of their personal legal liability with respect to their independent businesses.

**Privacy.** Customer's, Member's, or Affiliate's authorize the Company to disclose their contact information to the Customers, Members or Affiliates that they personally sponsored. The Company will not provide any contact information of Customers, Members, or Affiliates to anyone unless that Customer, Member, or Affiliate has provided the Company with specific written permission to do so.

**Testimonies, Endorsements, Media Releases.** The use of Photo, Audio, or Video Image, and/or testimonial endorsements. The Company may take photos, audio or video recordings, or written or verbal statements of a Customer, Member, or Affiliate at Company events or may request the same directly from a Customer, Member, or Affiliate. The Customer, Member, or Affiliate agrees to and hereby grants the Company the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Customer, Member, or Affiliate may have with any other entity, the Customer, Member, or Affiliate agrees that any use by the Company as set forth in this Section shall be royalty free and is not subject to any other claim. The Customer, Member, or Affiliate agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Customer, Member, or Affiliate confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of his or her knowledge. The Customer, Member, or Affiliate waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

**International:** Conducting the Customer, Member, or Affiliate Business Internationally. A Customer, Member, or Affiliate has the right to operate in any Authorized Country where the Customer, Member, or Affiliate may lawfully conduct the Customer, Member, or Affiliate Business. It is a Customer, Member, or Affiliate's responsibility to comply with all national and local laws, ordinances, and regulations when conducting Customer, Member, or Affiliate Business in any Authorized Country.

a. Only with GreatLife's approval, a Customer, Member, or Affiliate may attempt to secure approval, licensing, distribution and/or registration for products or business practices, trademarks, trade names, or internet domain names; or establish any kind of business in international countries and markets on behalf of GreatLife.

b. Customers, Members, or Affiliates may not sell, distribute, license, or register products or business practices, use trademarks, trade names or internet domain names in any country without approval of GreatLife.

## **Compensation:**

**Customers, Members, or Affiliates may participate** in our compensation program as outlined on the Opportunity page of the GreatLife website.

**Commissions are paid as outlined on the Opportunity page** of the GreatLife. All Customers, Members, or Affiliates understand BEFORE joining or purchasing any product that there are NO GUARANTEED EARNINGS.

Customers, Members, or Affiliates understand that any and all content on the website is not to reflect earnings, but to be used only for demonstration purposes.

**Most Customers, Members, or Affiliates earn less money** each month in the compensation program than they are paying for their products. Although it is possible, GreatLife Worldwide, LLC Customers, Members, or Affiliates should NOT expect to make a profit simply by becoming a Customer, Member, or Affiliate as it is very possible that will not occur.

GreatLife Worldwide, LLC does not and cannot guarantee that Customers, Members, or Affiliates earn a profit by implementing the training materials provided. The products are for educational purposes only.

**No Customer, Member, or Affiliate should spend money** that they cannot afford to lose to purchase products, advertising materials, or anything else related to GreatLife. It is possible that you will NOT earn any income as a Customer, Member, or Affiliate of GreatLife.

**Earnings and Commissions** are paid to Customers, Members, or Affiliates who qualify pursuant to the Compensation Plan and who are in compliance with the Contract. A Customer, Member, or Affiliate's success is only achieved through the regular and repeated purchase of products and the regular and repeated product sales by its Downline Organization. As the success of any Customer, Member, or Affiliate depends largely on the personal efforts of that Customer, Member, or Affiliate. There is no guarantee of income, nor any assurance of profit, result or success, nor does it guarantee a Customer, Member, or Affiliate a specific income. Customers, Members, or Affiliates may earn commissions from the purchases of the GreatLife products and services.

**Compensation and Commissions. Weekly Fast Start and generational bonuses on all initial product purchases** are paid every Friday in the week the commissions were earned. Monthly Commissions and bonuses will be paid on or before the 15th day of each month following the close of the month on which commissions were earned. No representations, warranties or guarantees, either oral or written, are given other than as otherwise stated in this Agreement. Individual incomes earned by any Customer, Member or Affiliate are solely dependent upon his or her own efforts and the efforts of their respective downlines. The Customers, Members or Affiliates income, if any, from any products, service and/or program will consist solely of commissions and business related to the sales of products.

**Commissions are paid** in the name of the Person or Business Entity listed in the Customer, Member or Affiliate's back office. The minimum amount for payment of commission payments is five dollars (\$5.00 USD). Commissions less than the minimum for a pay period will accumulate until they equal or exceed the minimum payment amount.

**No Manipulation.** Manipulation of the Compensation Plan is not permitted and may result in disciplinary action. Manipulation of the Compensation Plan includes, but is not limited to, an Affiliate purchasing, to qualify for various Ranks or Commissions, large quantities of Product that are not sold through the direct marketing channel, placing orders in his/her Downline Organization, and any other actions that may violate state, federal or foreign anti-pyramid scheme laws. Such manipulations may, in the discretion of GreatLife, result in the suspension of Commissions and termination of the Affiliate.

**Deductions and Offsets.** Affiliates authorize GreatLife to deduct fees from its Commissions and/or as deemed appropriate at the sole discretion of GreatLife. There may be times when an Affiliate's downline has returned product for a refund, in which case GreatLife will deduct the refunded amounts from previously paid out commissions.

**Ordering products:** Unless otherwise arranged, all membership payments and product purchases will be done from the Customers, Members or Affiliates GreatLife website. Customers, Members or Affiliates may also call GreatLife directly to get assistance with ordering products.

**Product Inventory.** GreatLife imposes no specific minimum inventory requirement on its Customers, Members, or Affiliates, a Customer, Member, or Affiliate must use its own judgment to determine the amount of inventory, if any, it will need to sustain its projected personal use.

**Stockpiling is prohibited** – GreatLife is based upon product sales. Customers, Members or Affiliates may purchase products for personal consumption, the sales of which are recognized as sales for end-user consumption. Customers, Members or Affiliates are prohibited from purchasing unreasonable amounts of products and inventory. Products shall not be stockpiled and/or front-end loaded for the purpose of qualifying for commissions. With every product order, the Distributor certifies, explicitly and/or implicitly, that the Distributor has sold and/or used for personal consumption at least seventy percent (70%) of any and all product orders. Customers, Members or Affiliates must retain complete receipts of retail sales and provide them to GreatLife immediately upon request. From time to time GreatLife may request receipts of retail sales to show no distributor is buying product for the sole purpose of qualifying to earn commissions.

**Auto-delivery Program.** A Customer, Member, or Affiliate may choose the option to participate in the Auto-delivery Program. When choosing the Auto-delivery program at the time of enrollment, the Customer, Member, or Affiliate Agreement serves as confirmation for the setup. An Auto-delivery account will be charged at a set time during the month, and the Product will be shipped at a set time thereafter. The Customer, Member, or Affiliate may obtain tracking numbers from GreatLife via email at the time the order is processed and shipped. The scheduled dates for Auto-delivery processing, account charges, shipping or account changes may be selected in the Customer, Member or Affiliates back office section of their GreatLife website. All Auto-delivery orders will be shipped to the shipping address in the personal information section of the member's website. If an Auto-delivery order fails for billing reasons, GreatLife will reset the order to run three days later, if it fails the second time it will be reset to run again three days later, if the third attempt fails to process, the Customer, Member or Affiliates account will be placed on a temporary hold until the Customers, Members or Affiliates can update their method of payment, change or postpone their auto-delivery order. Customers, Members or Affiliates can update their orders and payments in the back office of their websites at any time. Customers, Members or Affiliates may cancel membership or their orders at any time prior to their order being processed by contacting GreatLife's Customer support at: 785-654-7080 or by email at: [support@greatlifeworldwide.com](mailto:support@greatlifeworldwide.com) or by fax at: 785-534-1472.

**Returns, Refunds, and Exchanges.** GreatLife Worldwide, LLC will refund the purchase price of any Product or exchange it pursuant to the following:

If the Customer, Member, or Affiliate (and/or his or her Customer who ordered directly from GreatLife) is not completely satisfied with their Product Purchase, he or she may send to the Company the unused portion of the Product Purchase within thirty (30) days of the original purchase date and the Company will refund 100% of the purchase price (less shipping and handling). If a GreatLife Customer, member or Affiliate requests a refund at a later date, GreatLife will refund (one order) of product returned within 30 days of purchase and returned to the Company in unopened, resalable condition. In that scenario, the Company will refund the price of the product minus a 10% restocking fee and minus the shipping and handling.

**GreatLife will exchange Product** if the Product is damaged in shipment, incorrectly sent due to a Company error, or of substandard quality. However, when an exchange is not feasible, GreatLife will refund the amount of the returned Product. If Product is damaged or defective, a Customer, Member, or Affiliate should contact GreatLife within ten (10) days of receipt of the order.

**Previous Commissions paid** to the Customer, Member, or Affiliate and his or her Upline for the Product returned by the Customer, Member, or Affiliate or Customer will be deducted from the respective Upline Customers, Members, or Affiliates' accounts or withheld from present or future Commission payments. A Customer, Member, or Affiliate agrees that he or she will not rely completely on existing Downline Organization Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank and/or Commissions payout.

**All shipping or courier costs** for the return of product will be borne solely by the Customer, Member, or Affiliate unless otherwise prohibited by law. Any damage or loss that occurs to returned Product during shipping will be the responsibility of the Customer, Member, or Affiliate.

**Marketing the Products and the Opportunity:** Use of sales tools. Customers, Members, or Affiliates may use only Sales Tools approved by GreatLife.

**Approval of Sales Tools.** A Customer, Member, or Affiliate must submit all Sales Tools to GreatLife for approval prior to use. GreatLife has complete discretion whether to approve or reject a proposed Sales Tools. The approval process generally require up to two (2) weeks to complete. To comply with changing laws and regulations, GreatLife may rescind its prior approval of a Sales Tool, and may require the Customer, Member, or Affiliate to remove from the market at its own cost and obligation a previously approved Sales Tool. If approved, GreatLife will issue an email to the Customer, Member, or Affiliate confirming approval of said Sales Tools.

**Income Claims are prohibited.** A Customer, Member, or Affiliate is prohibited from making false, misleading, or unrepresentative claims regarding earning potential. If a Customer, Member, or Affiliate does make an income claim, it must be based on actual earnings and GreatLife's current Annual Average Income Disclosure, posted on the Company's website, and must be presented concurrent with the income claim.

**Product Claims.** GreatLife's Nutrition's products are natural products. The products are not intended to diagnose, treat, cure or prevent any disease, therefore, Customers, Members, or Affiliates may not make any express or implied health or medical claims of any kind relating to any Product except for those claims, if any, that are published on the Company's website. Under no circumstances may a Customer, Member, or Affiliate prescribe any Product as suitable for a particular ailment. No claims may be made as to therapeutic or curative properties of any Product offered by GreatLife.

**No Endorsement Claims.** No Customer, Member, or Affiliate may imply that the promotion, operation, or organization of GreatLife has been approved, sanctioned, or endorsed by any governmental regulatory authority unless noted on company website.

**No re-labeling or repackaging.** Customers, Members, or Affiliates shall not re-label, alter or repackage any of GreatLife's Products for any reason.

**GreatLife Worldwide, LLC's Trademarks and Copyrights.** Customers, Members, or Affiliates may not use any of GreatLife's current or after acquired trademarks or copyrights, or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the Products or services advertised without express written permission from GreatLife.

**GreatLife Worldwide, LLC** is a business name, and owns several email addresses, Internet domain name or sub-domain names, URL'S, telephone numbers, copyrighted materials and other addresses or titles. No Customer, Member, or Affiliate may not use GreatLife's trademarks or copyrighted materials in a URL, Internet domain or subdomain name without expressed written permissions of GreatLife. The Customers, Members, or Affiliates agree to comply with these terms and hereby acknowledges that GreatLife owns, and shall continue to own, all rights in and to the Company's trademarks in such URL, Internet domain or sub-domain name and that GreatLife has the right to revoke such use of the Company's trademarks or copyrights for any reason and at any time. The Customer, Member, or Affiliate further agrees that GreatLife has the right to acquire such URL at any time by paying the nominal registration fee to the Customer, Member, or Affiliate and Customer, Member, or Affiliate agrees to transfer such URL to GreatLife, and take any other necessary steps requested by GreatLife Worldwide, LLC to effectuate such transfer.

**The Customer, Member, or Affiliate agrees** to immediately re-assign to GreatLife any registration of the Company names, trade names, trademarks, copyrights or Internet domain names registered or reserved in violation of this policy. The provisions of this Section survive the termination of the Contract.

**Customers, Members, or Affiliates may not use the Company's trademarks** or copyrighted materials on non-approved Sales Tools. A Customer, Member, or Affiliate must not use the name, logos, trademarks or other references to GreatLife's business or manufacturing partners in any Sales Tool, correspondence, or any form of advertising. Customers, Members, or Affiliates shall not use GreatLife's marks in countries where the use of such marks is prohibited. Duplication of GreatLife's literature and media is prohibited. GreatLife's literature and media are copyrighted and may not be duplicated without express written permission from GreatLife.

**Use of “Independent Customer, Member, or Affiliate” in Advertising.** If a Customer, Member, or Affiliate selects a business title, the title must clearly state that the Customer, Member, or Affiliate is an “GreatLife Worldwide, LLC Independent Customer, Member, or Affiliate.” A Customer, Member, or Affiliate’s title may not imply that the Customer, Member, or Affiliate is an employee or agent of GreatLife. Each time the Company’s logo or name is used in writing and in relation to the Customer, Member, or Affiliate, the Customer, Member, or Affiliate must identify itself as a “GreatLife Independent Customer, Member, or Affiliate.”

**Methods of Advertising.** Customers, Members, or Affiliates may advertise using the following means: 1. Newspaper: A Customer, Member, or Affiliate may place a generic business opportunity advertisement in the classified section of a local newspaper, provided the advertisement conforms to all applicable laws and regulations. 2. Phone Directory: Any Customer, Member, or Affiliate may place a text listing of its name in the white or yellow pages of a telephone directory followed by “GreatLife Customer, Member or Affiliate. All advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming laws for the state or country where the intended recipient resides. The Customer, Member, or Affiliate is under obligation to research and comply with all laws concerning unsolicited commercial e-mail. Direct marketing, post cards, television and radio advertising requires prior written approval from GreatLife. All requests should be submitted through customer support.

**Other methods of advertising that may be used:**

Newspaper: A Customer, Member, or Affiliate may place a generic business opportunity advertisement in the classified section of a local newspaper, provided the advertisement conforms to all applicable laws and regulations.

Phone Directory: Any Customer, Member, or Affiliate may place a text listing of its name in the white or yellow pages of a telephone directory followed by “GreatLife Independent Customer, Member, or Affiliate.” Graphical and display ads in telephone directories are prohibited. Electronic Mail Advertisements: All advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming laws for the state or country where the intended recipient resides. The Customer, Member, or Affiliate is under obligation to research and comply with all laws concerning unsolicited commercial e-mail. Television and Radio: Television and radio advertising requires prior written approval from the Company. Requests should be submitted through customer support.

Fairs, Swap Meets, Etc.: A Customer, Member, or Affiliate may sell or promote Products at bazaars, flea markets, fairs, swap meets, tradeshow or other similar gatherings only at a price of no less than the Customer, Member, or Affiliate price of the products listed on the website.

**Retail Product Sales.** A Customer, Member, or Affiliate may sell or promote Products at flea markets, fairs, swap meets, tradeshow or other similar gatherings only at a price of no less than the Customer, Member, or Affiliate price of the products listed on GreatLife’s website.

**Internet product sales.** A Customer, Member, or Affiliate may sell or facilitate the sale of Product on Internet websites such as (EBay or Amazon), so long as the product has a minimum selling price of no less than the Customer, Member, or Affiliate price of the product on GreatLife’s websites. No Customers, Members, or Affiliates may use a third party to place Product on auction websites or sell Product to a third party if the Customer, Member, or Affiliate knows, or has reason to know, that such Product will be sold on auction websites for less than the Customer, Member, or Affiliate price of the product. The provisions of this Section survive the termination of the Contract.

**Promoting at Company Sponsored Events.** At Company-sponsored events, Customers, Members, or Affiliates may not, unless specifically authorized in writing by the Company, advertise, sell, or promote non-Company products or services, including, but not limited to: the promotion of non-Company events, systems or materials, organized person to person solicitations, distribution of flyers, DVDs or other materials, or the use of any other form of promotion deemed inappropriate by GreatLife.

**Internet Advertising.** Subject to the provisions herein, Customers, Members, or Affiliates may use only GreatLife Licensed Websites to promote Products or the business opportunity over the Internet. Promoting Products or the business opportunity through any unlicensed Internet websites is strictly prohibited.

All Advertising and Selling of Products on the Internet. Customers, Members, or Affiliates acknowledges and agree that advertising and selling of all Products on the Internet may only be done on an GreatLife Licensed or Replicated Website and the advertising and selling price of all Products on such website if sold to an Applicant, must not be lower than the



Customer, Member, or Affiliate price of the Products plus reasonable shipping and handling. Customers, Members, or Affiliates acknowledges and agrees that he or she shall not advertise or sell any Products on the Internet which were purchased from another Customer, Member, or Affiliate. Any violation of this Section by a Customer, Member, or Affiliate shall constitute a breach of the Contract and will be subject to termination of Customers, Members, or Affiliates.

**Promoting on Social Media.** Customers, Members, or Affiliates may promote the business opportunity and Products on social networking sites such as “Facebook” and “Twitter”, “Instagram” or video sites such as “YouTube” and “Google Video;” and blogging sites such as “Wordpress” and “Blogger” (collectively “Social Media Sites”), provided the following conditions are met: All content, audio and video postings do not contain Product or income claims. For Product information, Customers, Members, or Affiliates may refer viewers to their personal GreatLife Worldwide, LLC replicated website, the Company website, or a Company Licensed Website; Videos posted on Social Media Sites must show the text “GreatLife Independent Customer, Member, or Affiliate”

The Company will monitor Social Media Sites for compliance with the Contract and Customer, Member, or Affiliate agrees to immediately remove or modify the Social Media Sites upon the Company’s request to comply with the Contract.

**Prospect or Lead Distribution.** From time to time people who are not current members of GreatLife make inquiries to the Company about its Products. If GreatLife is able to determine that the inquiring Person received the information from a specific Customer, Member, or Affiliate or that there is a particular Customer, Member, or Affiliate that the Person is acquainted with, every attempt will be made to refer the Person to that Customer, Member, or Affiliate. If an association with a particular Customer, Member, or Affiliate cannot be determined, or if the prospect has contacted GreatLife on their own, final judgment with respect to the positioning or sponsorship of the prospect remains the right of the Company.

**Communication to downline members not personally sponsored is prohibited.** No Customers, Members, or Affiliates may contact people in their downline organization that they did not personal sponsor unless the Customer, Member, or Affiliate has expressed permission from the Company.

**Retail Business Locations.** A Customer, Member, or Affiliate may sell products or promote the business opportunity through Professional offices, (Doctors, Chiropractors, Naturopathic offices) or Retail or Service Establishments as long as the products are not sold for an amount less than the Customer, Member, or Affiliate price of the product as shown on GreatLife’s website.

**Violation of Terms & Conditions or Policies & Procedures.** The Company’s obligations to a Customer, Member, or Affiliate are conditioned upon the Customer, Member, or Affiliate’s faithful performance of the terms and conditions and the policies and procedures of the Contract. The Company, in its sole discretion, will determine if a Customer, Member, or Affiliate is in breach of the Contract and may elect any or all available remedies.

**Remedies. In the event of violations,** the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:  
Notify the Customer, Member, or Affiliate either in writing or verbally of the violation and provide notice to remedy the situation. Require from the Customer, Member, or Affiliate additional assurances of future compliance. Assess damages and withhold them from commission payments. Terminate the Contract, Seek injunctive relief for damages and associated costs.

**Reporting violations.** If a Customer, Member, or Affiliate observes or is aware of another Customer, Member, or Affiliate’s violation of any term or condition of the Contract, the observing Customer, Member, or Affiliate shall submit a written complaint to the Company’s customer support department through email. Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for violations of the terms and conditions of the Contract other than Cross-Company Recruiting must be brought to the Company’s attention for review within twelve (12) months of the start of the alleged violation; Cross-Company Recruiting violations must be brought to the Company’s attention within six (6) months of the alleged violation. Failure to report a violation within that time period may result in the Company not pursuing the allegations in order to prevent the Customer, Member, or Affiliate’s

Business from being disrupted due to old or outdated claims. However, this policy does not waive the Company's right to investigate and discipline Customers, Members, or Affiliates found in violations of such claims.

**Violations of the Policies and Procedures and Terms and Conditions** of GreatLife Worldwide, LLC. These Contracts are designed to protect Customers, Members, or Affiliates and the Company from the adverse consequences of their violations. Customers, Members, or Affiliates who intentionally violate or circumvent the Contract to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. In such circumstances, all of the available remedies as stated above will be available to the Company. The Contract is not intended to give a Customer, Member, or Affiliate the right to enforce the Contract against another Customer, Member, or Affiliate directly, or to take any legal action against another Customer, Member, or Affiliate.

**Termination.** A Customer, Member, or Affiliate may terminate the Contract with the Company by sending an email request to customer support to terminate, by calling customer support or by written mail. The Company may terminate the Contract if the Customer, Member, or Affiliate violates the terms of the Contract and any amendments thereto. Upon termination, the Company may in its sole discretion retain the Customers, Members, or Affiliate position or dissolve and remove it from the Compensation plan.

A Customer, Member, or Affiliate who voluntarily terminates the Contract and is not in breach of the Contract may rejoin under a new Customer, Member, or Affiliate under the same or a new enroller at any time.

A Customer, Member, or Affiliate whose Contract is terminated by the Company must wait six (6) months before submitting application as a new Customer, Member, or Affiliate. During that time, the Customer, Member, or Affiliate can have no Beneficial Interest in any other Customers, Members, or Affiliate membership.

Upon termination of the Contract, all of the Customer, Member, or Affiliate's rights in and to the Customers, Members, or Affiliates and the Customer, Member, or Affiliate Business are revoked and terminated. In acknowledgement of the damages the Company has likely suffered and/or will suffer as a result of Customer, Member, or Affiliate's breach, including but not limited to, all or any of the following: Loss of good will and loss in the value of the Company's confidential and proprietary information and trade secrets; Loss of a portion of the value of the Company's business; and loss of future profits; the Customer, Member, or Affiliate consents that any unpaid Commissions may be forfeited to the Company to offset a portion of the damages.

The Company may elect to reorganize the Downline Organization of a Customers, Members, or Affiliate that has been terminated for breach in a manner that serves the best interests of the Company, Downline Organization and Upline. The Company may also assign new sponsorship for any people who were personally sponsored by the terminated Customer, Member or Affiliate to make sure those Customers, Members or Affiliates will have proper upline support moving forward.

**The Entire Agreement.** The Contract contains the entire understanding concerning the subject matter hereof between the Company and the Customer, Member, or Affiliate, and is intended as a final, complete, and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to the Customer, Member, or Affiliate by any employee or agent of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail.

**Changes or Modifications by the Company.** The Company reserves the right to make any changes or modifications to the Contract, provided that the changes or modifications are communicated by the Company to the Customer, Member, or Affiliate at least thirty (30) days prior to taking effect. The Company may communicate these changes or modifications by posting any portion of the modified Contract on the Company's website, or by any other method of communication. The Customer, Member, or Affiliate is deemed to have accepted the changes or modification to the Contract if the Customer, Member, or Affiliate engages in any Customer, Member, or Affiliate Business, renews its Customers, Members, or Affiliate membership, or accepts any Commissions after the thirty (30) day period is ended.

**Warranties.** The Company extends no product warranties, either expressed or implied, beyond those specifically articulated in the Contract. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the Customer, Member, or Affiliate's operations. The Company hereby disclaims all warranties, express or implied, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement. This disclaimer of warranty constitutes an essential part of this agreement.

**Waiver.** Any waiver by the Company of a Customer, Member, or Affiliate's breach of a Contract provision must be in writing and will not be construed as a waiver of any subsequent or additional breach by the Customer, Member, or Affiliate. The failure by the Company to exercise any right or privilege under the Contract will not constitute a waiver of that right or privilege.

**Severability.** If any term or condition of this Contract is judicially invalidated, prohibited, or otherwise rendered unenforceable in any jurisdiction, it is unenforceable only to the extent of the invalid, prohibited or unenforceable provision in that jurisdiction only, and it will not render unenforceable or invalidate any other provision of the Contract, nor will the Contract be rendered unenforceable or invalidated in another jurisdiction. Furthermore, any provision found unenforceable may be partly enforced to the maximum extent enforceable under the law.

**Acknowledgements:** All Customers, Members, or Affiliates acknowledges that the Company is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, or from any other causes that are beyond the control of the Company.

**Governing Law, Arbitration Injunctive Relief.** The State of Kansas is the place of the origin of this Contract and is where the Company accepted the offer of the Applicant to become a Customer, Member, or Affiliate and where the Customer, Member, or Affiliate entered into the Contract with the Company. The Contract is therefore to be construed in accordance with the laws of the State of Kansas (without giving effect to any conflict of law provision or rule) as to contracts made and to be wholly performed within the State. Any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business relationships arising between Customers, Members, or Affiliates shall be resolved by mandatory, final, binding, non-appealable arbitration in Beloit, Kansas, United States of America.

**Attorney's Fees.** If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.

**Transfer of Membership.** A GreatLife Membership can be transferred, assigned, sold, bequeathed or conveyed upon written application by the Distributor and upon written acceptance by GreatLife.

**Limitation of Liability.** To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "Responsible Parties") shall not be liable for, and the Customer, Member, or Affiliate releases Company and its Responsible Parties from and waive all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by Customers, Members, or Affiliates as a result of: (1) Customer, Member, or Affiliate's breach of the Contract, (2) the promotion or operation of the Customers, Members, or Affiliates and the Customers, Members, or Affiliates Business; (3i) Customer, Member, or Affiliate's incorrect or wrong data or information provided to the Company or its Responsible Parties; or (4) the Customer, Member, or Affiliate's failure to provide any information or data necessary for the Company to operate its business. Each Customer, Member, or Affiliate agrees that the entire liability of the Company and its responsible parties for any claim whatsoever related to the contract, but not limited to, any cause of action sounding in contract, tort, or equity, shall not exceed, and shall not be limited to, the amount of products the Customer, Member, or Affiliate has purchased from the Company that are in resalable condition.

**Active Information You Choose to Provide;** In order to gain use of the GreatLife Worldwide, LLC websites, (become a “user”), we require you to disclose the following information: Name, Address, and Phone Number. We use secure socket layer (SSL) encryption to protect the transmission of the information you submit to us when you use our secure online forms. The information you provide to us is stored securely.

**YOUR USE OF OUR SITE MEANS THAT YOU ACCEPT THE PRACTICES SET FORTH IN THIS POLICY. YOUR CONTINUED USE INDICATES YOUR AGREEMENT TO ANY AND ALL CHANGES.**

GreatLife Worldwide, LLC - 785-654-7080  
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