

## **Revv Worldwide, Inc. Terms and Conditions / Policies and Procedures**

The Revv 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, and terms and conditions have been adopted and will be strictly enforced.

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

1) **BECOMING AN AFFILIATE:** Affiliate understands this application is a legally binding Contract between (RWI) and Applicant. The Affiliate's business name is optional. Affiliates 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 (RWI). Affiliate's development rights and responsibilities will be determined by (RWI) publications and will abide by both the spirit and the letter of these and any other subsequent changes announced by (RWI). NOTE: Each ID # is coded to the original person's name and/or corporation name. Therefore, an ID # cannot be transferred, sold, or re-assigned.

2) **MARRIED COUPLES:** (RWI) does allow husbands and wives or common law couples (collectively, "spouses") to have the option to maintain one joint Affiliate membership or they are permitted to possess their own separate Affiliate memberships. If only one spouse chooses to participate in an (RWI) business opportunity, he or she understands that the active spouse's Affiliate membership may be terminated for any actions taken by the non-Affiliate member spouse that would violate Company policies if he or she was an Affiliate 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 Affiliate membership and notifies (RWI) of a divorce, they should contact (RWI) as to how the Affiliate membership is to be managed thereafter. Otherwise, (RWI) will consider the person who was originally listed as the Affiliate member to continue as the Affiliate member. In the event of divorce or legal separation of a joint Affiliate membership, legal court documents relating to such action, as requested by the Company, must be submitted to Home Office.

3) **AUTOSHIP:** When joining (RWI), your first order may automatically create an automatic shipment to begin 30 days from your join date and every 30 days thereafter. This program allows Affiliates to have a standing order in

place at all times. Specific benefits of this program are outlined in the reward plan. Materials are also available in the Revv University page of the corporate website: [www.revvnr.com](http://www.revvnr.com). Payment is automatically deducted from an authorized VISA, MasterCard, Discover, or AMEX card or you may elect to pay for your autoship with funds from your eWallet. Each month, your account will be debited on your anniversary date. All efforts will be made to ship all orders within two business days. It is the responsibility of the Affiliate to ensure that a valid payment option is provided for monthly processing. (RWI) is not responsible for an Affiliate 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 in your [www.revvnr.com](http://www.revvnr.com) back office. You may NOT send a letter or email to (RWI) requesting to change or cancel your autoship.

4) MINIMUM ORDER: Any person is not required to purchase product in order to be a member.

5) SATISFACTION GUARANTEE: If, for any reason, a Consumer or Affiliate is not entirely satisfied with the product, they may return the empty product packaging to (RWI) within 45 days of the purchase date. (RWI) will refund 100% of the the purchase price, after (RWI) has received the empty bottle(s) or package(s), under the following return policy.

6) RETURN POLICY: An Consumer or Affiliate 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 Affiliate 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 Authorization Number (RMAN) 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; a) A note with the (RMAN) on it requesting the refund and signed by the Consumer. b) A copy of the original invoice that came with the product in question. c) The full or empty product containers. d) On the outside of the carton the (RMAN) must be clearly written next to your return address. e) Any merchandise being returned to our Distribution Center must be sent prepaid. Affiliates and Consumers are encouraged to use a traceable means of transport, as (RWI) is not responsible for items lost in transport.

7) REFUND POLICY: If an Affiliate or Consumer returns product to (RWI) under the following provisions, **a refund will be given for 100% of the purchase price, less shipping.** If Affiliate or Consumer paid for the product with a credit card, a credit will be issued within 48 hours on receipt of return. If an Affiliate 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 Affiliate 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, AND less all commissions paid out on their returned order. If an order has been returned by the carrier, due to insufficient address, undeliverable, etc., (RWI) will contact the Affiliate or Consumer either by phone or email within 24 hours, to advise them of the returned order. If Affiliate or Consumer would like the package shipped to a deliverable address they would be required to pay the shipping charge again. It is understood that in the event an Affiliate returns any personal product purchase for a refund, they will also be giving up their Affiliate status and in turn give up any potential earnings from referral sales in the future.

8) **ADVERTISING & PROMOTIONAL GUIDELINES:** Affiliates will not produce, promote, sell, or use any marketing materials, including, sales aids, promotional items, advertisements, electronic media, internet advertising, websites or listing pages of any kind which contain the (RWI) logo, trade names, products, promotions and/or material which is owned and protected by (RWI) without first obtaining written approval from (RWI).

9) **TRAINING SYSTEM APPROVAL GUIDELINES:** Affiliates that reach the Title of President may submit a request for written approval in order to have their own training system in place. They may put in place their own training system upon receiving written approval from (RWI)

10) **INVENTORY LOADING:** The (RWI) program is built upon the goal of getting (RWI) products into the hands of Consumers. Although (RWI) recognizes that Affiliates will purchase products for their personal or family's use, (RWI) strictly prohibits encouraging others to purchase product for the sole purpose of qualifying for bonuses or advancements in the Marketing Program.

11) **REPRESENTATION OF STATUS:** Any and all references the Affiliate makes to him or herself must clearly set forth the Affiliate's independent Affiliate status. For example, if the Affiliate has a business telephone, the telephone may not be listed under (RWI's) name or in any other manner that does not disclose the Independent Contractor status of the Affiliate. Affiliate 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.

12) **ENROLLER RESPONSIBILITIES:** Those who enroll, but who do not support new Affiliates or their team 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 Affiliates and your team 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 Affiliate must have ongoing contact, communication, and management supervision with his or her team organization. Examples of such supervision include, but are not limited to: product presentation, retail sales training, newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, training sessions and accompanying individuals to (RWI) training and opportunity seminars. Affiliates should be able to provide evidence to (RWI), as requested, of ongoing fulfillment of enroller responsibilities when asked by (RWI).

13) CONDUCT: Affiliate will honor the (RWI) money back guarantee and never make false or fraudulent representations about the company, its products, marketing plan, or income potentials. Affiliate 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. Affiliates 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.

14) SALES AND TAX USE: (RWI) may collect and remit to various state taxing authorities, sales taxes due on sales of (RWI) products, on behalf of Affiliates, in accordance with its written sales tax policy. To obtain a copy of the policy, contact Member Services.

15) TELEPHONE/FAX/COMPUTER SOLICITATION: The use of (RWI's) name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit Affiliates or retail Customers. Affiliate agrees 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 (RWI) or as contained in the official (RWI) literature. No Affiliate may make any claims that (RWI) products are useful in the treatment, prevention, diagnosis, or cure of any disease. Medical claims regarding (RWI) products are strictly prohibited. Affiliates 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 (RWI) ASSOCIATES / CONSUMERS: Affiliates shall not directly or indirectly solicit or entice any Affiliate or Customer of (RWI), that they have not personally sponsored, with product, service, or referral marketing, network marketing, or direct sales business, that does or does not compete with any product or service provided by (RWI). Affiliate understands that doing so is grounds for immediate termination and forfeiture of current and future commissions. The company (RWI) has the discretion to track all commissions paid from the first offense. If Affiliate does not voluntarily return those paid commissions, he/she understands that he/she will be responsible for any cost that the company incurs to collect those funds.

19) COMMERCIAL OUTLETS: (RWI) products may be displayed and/or sold to the general public in any office or business/commercial outlet, online, or Internet store fronts as long as they are not sold for less than \$40 per bottle/package in any quantity. (RWI) Affiliates may display and/or sell (RWI) products in the private offices of professionals that operate by appointment only (e.g., doctors, dentists, chiropractors, etc.). (RWI) products may not be sold through home shopping network programs (i.e., HSN, QVC).

20) TRADE SHOWS AND EXPOSITIONS: Affiliates are encouraged to display and/or sell (RWI) products at trade shows and expositions. Before submitting a deposit for an event, it is the sole responsibility of the Affiliate to contact the event sponsor to determine whether another Affiliate Member has reserved a booth at such event. Accordingly, Affiliates must be aware that more than one Affiliate may attend an event. Although (RWI) does not require pre-approval for its Affiliate to attend an event, all literature and marketing materials displayed at the event must be approved by (RWI), in advance, in writing, and must clearly identify the individual(s) as (RWI) Individual Affiliate(s). Affiliates may not display and/or sell (RWI) products at swap meets, garage sales or flea markets as these events are not conducive to the image (RWI) wishes to portray.

21) AUDIO AND VIDEO RECORDINGS: All (RWI) 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 Affiliates or any other person, except as authorized by (RWI). Permission to reproduce any materials will be considered only in exceptional circumstances.

22) DAMAGED GOODS: (RWI) is dedicated to shipping quality products. However, some goods may become damaged during the course of shipment.

It is the responsibility of the Affiliate 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 Affiliate discovers after the fact, that any part of their shipment has arrived in less than satisfactory condition, the Affiliate must immediately contact (RWI) Customer Service at 763-262-9900. To ensure accurate processing of damaged orders, a member must *never* return a shipment before speaking with (RWI) Customer Service. To eliminate errors in processing, any product returned that is not accompanied by a Return Merchandise Authorization Number, will result in the Affiliate'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 the day which the products were ordered and paid for.

24) **DELAYS:** (RWI) 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.

25) **CONFIDENTIAL INFORMATION:** (1) Whenever (RWI) makes Confidential Information available to the Affiliate, it shall be for the sole purpose of conducting (RWI) business. (2) Affiliate shall not use, disclose, duplicate, or otherwise make any Confidential Information available to anyone other than (RWI) Affiliate, without the prior written consent of (RWI). (3) Affiliate shall not directly or indirectly use, capitalize upon, or exploit any Confidential Information for their own benefit, or for the benefit of anyone else, other than for the purpose of conducting their business for (RWI). (4) Affiliate 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 (RWI's) rights.

26) **FURTHER RESTRICTIVE COVENANTS:** In consideration to (RWI) for the receipt of Confidential Information, Affiliate further agrees that for the term of your Affiliate 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 (RWI) Contractual relationships with any (RWI) Affiliate or Consumer. Furthermore, during the term of your Affiliate membership, Affiliates are prohibited from appearing in, being referenced in, or allowing their 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 "Confidential 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 Affiliate Membership Agreement between (RWI) and Affiliate, 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 Affiliate Membership Agreement.

28) **BREACH AND REMEDIES:** Affiliate acknowledges that (RWI) 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 (RWI) for such harm. Therefore, if Affiliate is in breach of these policies and procedures, (RWI) 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 (RWI) prevails, Affiliate agrees to reimburse (RWI) for all costs and reasonable attorneys' fees incurred in connection with taking legal action.

29) **SOCIAL SECURITY NUMBER / FEDERAL ID NUMBER REQUIREMENTS:** Affiliates are required to submit their Social Security Number or Federal ID Number at the time they wish to start receiving rewards in the form commission checks. In the event that an Affiliate does not wish to furnish a Social Security Number or Federal ID Number, (RWI) will be unable to issue them rewards in the form of commission's checks. Affiliates not wishing to furnish their SSN or Federal ID will be allowed to spend rewards buying company product and other internal items.

30) **VOLUNTARY RESIGNATION:** The Affiliate Agreement may be voluntarily cancelled at any time and for any reason by an Affiliate or Consumer notifying (RWI) of the election to cancel, or may be cancelled, if no order is placed for six (6) consecutive months. Affiliates may cancel their membership by sending in a written letter of resignation, or by calling Customer Service at 763-262-9900 (US). The written resignation letter must be signed by all parties listed on the Affiliate membership. If the Affiliate 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 Affiliate member's social security number, RWI password, etc.). In the event that Affiliate cancels this Agreement and their Affiliate ship they will need to wait 6 months before they will be allowed to re-enroll again.

31) **SUSPENSION AND TERMINATION:** (RWI) reserves the right to suspend and/or terminate any Affiliate at any time for cause when it is determined that the Affiliate may have violated the provisions of the Affiliate 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 (RWI) at its discretion. Upon an involuntary suspension and/or termination, (RWI) shall notify the Affiliate Member, in writing, at the latest address listed with (RWI) for the Affiliate Member. In the event of a suspension and/or termination, the suspended and/or terminated Affiliate Member agrees to immediately cease representing himself or herself as an Affiliate Member. Any suspension notice will be sent by US Postal Service, first class mail, electronic mail or facsimile to the Affiliate Member's address, facsimile number, or email address on file with (RWI). Any termination letter will be sent by Certified Mail, US Postal Service, First Class Mail or electronic mail to the Affiliate's address or email address on file with (RWI). In the event that this Affiliate Agreement is terminated by (RWI), Affiliate may not re-enroll for 6 months from the date of termination.

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 Affiliates and Customers. (RWI) will post notice of updates through normal channels, but it is the responsibility of the Affiliate and Consumer to review any and all changes or modifications. 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 taken to the County of Sherburne, Minnesota, courts. Further, this Agreement constitutes the entire Agreement between the Applicant and (RWI) and no other promises, representations, guarantees or agreements of any kind shall be valid unless authorized in writing.