

Agreement Terms and Conditions

(Updated January 3, 2022)

1. I understand that as a Vizi365 Affiliate:
 - a. I have the right to offer for sale Vizi365 products and services in accordance with these Terms and Conditions.
 - b. I have the right to sponsor persons into Vizi365.
 - c. If qualified, I have the right to earn commissions pursuant to the Vizi Compensation Plan.
2. I agree to present the Vizi365 Marketing and Vizi Compensation Plan and Vizi365 products and services as set forth in official Vizi365 literature.
3. I agree that as a Vizi365 Affiliate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Vizi365. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF VIZI365 FOR FEDERAL OR STATE TAX PURPOSES.** Vizi365 is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the Vizi365 Policies and Procedures, including the Vizi365 Marketing Policies as discussed, and with the Vizi Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). In the event of a conflict between these Affiliate Agreement Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures and/or Vizi Compensation Plan at the time I sign this Agreement, I understand that they are posted at www.Vizi365.com, and are also in my Vizi365 Back Office. I will review the Policies and Procedures and Vizi Compensation Plan within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures or Vizi Compensation Plan, my sole recourse is to notify the company and cancel my Vizi365 Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and Vizi Compensation Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Vizi365. I understand that the Agreement may be modified or amended at the sole and absolute discretion of Vizi365, and I agree to abide by all such changes. Notification of changes shall be posted on Vizi365's website or in my Vizi365 Back Office. Changes shall become effective 30 days after publication, but any changes shall not apply retroactively to conduct that occurred prior to the effective date of the change. The continuation of my Vizi365 business or my acceptance of bonuses or commissions after the effective date of any changes shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my Vizi365 business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Affiliate. I shall not be eligible to sell Vizi365 products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination, or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** Vizi365 reserves the right to terminate all Affiliate Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to Vizi365 at its principal business address. Vizi365 shall have the right in its sole and absolute discretion not to accept this Agreement or any renewal of it.
6. I may not assign any rights under the Agreement without the prior written consent of Vizi365. Any attempt to transfer or assign the Agreement without the express written consent of Vizi365 renders the Agreement voidable at the option of Vizi365 and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Vizi365 may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that Vizi365 may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to Vizi365.
8. Vizi365, its parent or allied companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "alliances"), shall not be liable for, and I release and hold harmless Vizi365 and its alliances from all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless Vizi365 and its alliances from all liability arising from or relating to the promotion or operation of my Vizi365 business and any activities related to it (e.g., the presentation of Vizi365 products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Vizi365 for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Vizi365 at its discretion, constitutes the entire contract between Vizi365 and me. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Vizi365 of any breach of the Agreement must be in writing and signed by an authorized officer of Vizi365. Waiver by Vizi365 of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between an Affiliate and Vizi365 arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Vizi365 shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.
13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Affiliate lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Utah, or state court residing in Salt Lake County, State of Utah.
14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
15. MT Residents: Should a Montana resident cancel the Affiliate Agreement within 15 days from the date of enrollment, Vizi365 will refund 100% of the purchase price for the Business Center.
16. ND Residents: Pursuant to ND franchise law, we have decided not to allow ND residents to become Affiliates. ND residents, however, can be Customers.
17. Except as provided in paragraphs 14-16, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel below.
18. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.**
19. If an Affiliate wishes to bring an action against Vizi365 for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against Vizi365 for such act or omission. **Affiliate waives all claims that any other statute of limitations applies.**
20. Liquidated Damages. In any case which arises from or relates to the termination of Affiliate's Agreement and independent business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if an Affiliate's termination is proven and held to be wrongful under any theory of law, Affiliate's sole remedy shall be liquidated damages calculated as follows:
- For Affiliates at the rank of Gold Executive and lower, damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Vizi365's Vizi Compensation Plan in the twelve (12) months immediately preceding the termination.
 - For Affiliates at the rank Platinum Executive and higher, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Vizi365's Vizi Compensation Plan in the eighteen (18) months immediately preceding the termination.
- Gross compensation shall include commissions and bonuses earned by the Affiliate pursuant to Vizi365's Vizi Compensation Plan as well as retail profits earned by Affiliate for the sale of Vizi365 merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by Affiliate to Customers at the time of the sale.
21. I authorize Vizi365 to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments

made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to Vizi365, 32 West 200 South, Suite 128, Salt Lake City, Utah 84101, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.