

# Vizi365

## Policies & Procedures

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# Section 1 - Mission Statement

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Vizi365 aims to present, for customers and Affiliates, a new, fun and engaging culture of photo contests, prizes, voting, royalties, retail sales, commissions and team building. As we do so, we

will:

1. Sponsor photography contests
2. Offer quality products at a good value
3. Help aspiring photographers to learn and grow
4. Reward Affiliates with financial possibilities through the direct marketing platform using our unique MLM model

## Section 2 - Introduction

### 2.1 The Purpose of the Affiliate Agreement and the Policies and Procedures

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The purposes of the Affiliate Agreement and the Policies and Procedures include the following:

- ❖ To assist Vizi Affiliates in building and protecting their businesses;
- ❖ To protect Vizi365 and its Affiliates from legal and regulatory risks;
- ❖ To establish standards of acceptable behavior;
- ❖ To set forth the rights, privileges, and obligations of Vizi365 and its Affiliates; and
- ❖ To define the relationship between Vizi365 and its Affiliates.

### 2.2 The Policies and Vizi365 Compensation Plan Incorporated into Affiliate Agreement

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These Policies and Procedures and the Vizi Compensation Plan, in their present form and as amended by GAREM, LLC (doing business as and hereafter “Vizi365” or the “Company”), are incorporated into, and form an integral part of, the Vizi365 Independent Affiliate Application and Agreement (“Affiliate Agreement”). It is the responsibility of each Affiliate to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Vizi365 Affiliate Application and Agreement (including the Terms and Conditions), these Policies and Procedures, the Vizi Compensation Plan, and the Vizi365 Business Entity Addendum (if applicable). These documents are incorporated by reference into the Vizi365 Affiliate Agreement (all in their current form and as amended by Vizi365).

### 2.3 Changes to the Agreement

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Vizi365 reserves the right to amend the Agreement, the Vizi Compensation Plan, and its prices in its sole and absolute discretion. By executing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that Vizi365 elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (email); (3) posting in Affiliates' back offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or 6) special mailings. The continuation of an Affiliate's

Vizi365 business, the acceptance of any benefits under the Agreement, or an Affiliate's acceptance of bonuses or commissions constitutes acceptance of all amendments.

## 2.4 Policies and Provisions Severable

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If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

## 2.5 Waiver

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The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Vizi365 to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Vizi365's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an Affiliate against Vizi365 shall not constitute a defense to Vizi365's enforcement of any term or provision of the Agreement.

## 2.6 Company Use of Information

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By submitting an Affiliate Application and Agreement that is accepted by Vizi365, the Affiliate consents to allow Vizi365, its affiliates, and any related company to: (1) process and utilize the information submitted in the Affiliate Application and Agreement (as amended from time to time) for business purposes related to the Vizi365 business; and (2) disclose, now or in the future, such Affiliate information to companies which Vizi365 may, from time to time, deal with to deliver information to an Affiliate to improve its marketing, operational, and promotional efforts. An Affiliate has the right to access his or her personal information via his or her respective back office, and to submit updates thereto.

## Section 3 - Becoming an Affiliate

### 3.1 Requirements to Become an Affiliate

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To become a Vizi365 Affiliate, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in the United States or U.S. Territories or a country that Vizi365 has officially announced is open for business;
- ❖ Provide Vizi365 with his/her valid Social Security or Federal Tax ID number;
- ❖ Purchase a Vizi365 Business Center; and
- ❖ Submit a properly completed Affiliate Application and Agreement to Vizi365 online.

Vizi365 reserves the right to accept or reject any Affiliate Application and Agreement for any reason or for no reason.

### 3.2 Starter Kit and Product Purchases

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With the exception of a Business Center, no person is required to purchase Vizi365 products or sales aids, or to pay any charge or fee to become an Affiliate. In order to familiarize new Affiliates with Vizi365 products, sales techniques, sales aids, and other matters, the Company recommends/requires that they study the contents of the free Starter Kit.

### 3.3 Affiliate Benefits

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Once an Affiliate Application and Agreement has been accepted by Vizi365, the benefits of the Vizi Compensation Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to, but is not limited to:

- ❖ Sell Vizi365 products;
- ❖ Participate in the Vizi Compensation Plan (receive bonuses and commissions, if eligible);
- ❖ Sponsor other individuals as Customers or Affiliates into the Vizi365 business and thereby, build a marketing organization and progress through the Vizi Compensation Plan;
- ❖ Receive periodic Vizi365 literature and other Vizi365 communications;
- ❖ Participate in Vizi365-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- ❖ Participate in promotional and incentive contests and programs sponsored by Vizi365 for its Affiliates.



### 3.4 Term and Renewal of Your Vizi365 Business

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The term of the Affiliate Agreement is one year from the date of its acceptance by Vizi365 (subject to reclassification for inactivity after six months pursuant to Section 11.2). Affiliates must renew their Affiliate Agreement each year by paying an annual renewal fee of \$79.95 on or before the anniversary date of their Affiliate Agreement. If the renewal fee is not paid within thirty (30) days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement will be automatically terminated. Affiliates may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the Affiliate’s credit card on file with the Company. Otherwise, Affiliates will manually ensure that their renewal fees are paid in time online via their Affiliate Back Office. Vizi365 shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it.

## Section 4 - Operating a Vizi365 Business

### 4.1 Adherence to the Vizi Compensation Plan

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Affiliates must adhere to the terms of the Vizi Compensation Plan as set forth in official Vizi365 literature. Affiliates shall not offer the Vizi365 opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official Vizi365 literature. Affiliates shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official Vizi365 agreements and contracts in order to become a Vizi365 Affiliate. Similarly, Affiliates shall not require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the Vizi Compensation Plan other than those purchases or payments identified as recommended or required in official Vizi365 documents or literature.

### 4.2 Advertising

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#### 4.2.1 General:

All Affiliates shall safeguard and promote the good reputation of Vizi365 and its products. The marketing and promotion of Vizi365, the Vizi365 opportunity, the Vizi Compensation Plan, and Vizi365 products must avoid all discourteous, deceptive, misleading, unethical or immoral, or illegal conduct or practices.

To promote both the products and the tremendous opportunity Vizi365 offers, Affiliates should use the sales aids, business tools, and support materials produced by Vizi365. The Company has carefully designed its products, product labels, Vizi Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Only Affiliates who have achieved the rank of Ruby Executive or higher may create and publish their own marketing materials, advertising materials, and/or other sales aids (independently produced websites are not permitted under any circumstance). However, even if an Affiliate has achieved the rank of Ruby Executive or higher, all materials he or she produces must be submitted to the company for pre-approval before they can be used or made public.

Affiliates may not sell sales aids to other Vizi365 Affiliates. Therefore, Affiliates who receive authorization from Vizi365 to produce their own sales aids may not sell such material to any other Vizi365 Affiliate. Affiliates may make approved material available to other Affiliates free of charge if they wish, but may not charge other Vizi365 Affiliates for the material.

Vizi365 further reserves the right to rescind approval for any sales tools, promotional

materials, advertisements, or other literature, and Affiliates waive all claims for damages or remuneration arising from or relating to such rescission.

#### 4.2.2 Trademarks & Copyrights:

The name of Vizi365 and other names as may be adopted by Vizi365 are proprietary trade names, trademarks and service marks of Vizi365 (collectively “marks”). As such, these marks are of great value to Vizi365 and are supplied to Affiliates for their use only in an expressly authorized manner. Vizi365 will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by an Affiliate in the furtherance or operation of his or her Vizi365 business, consistent with these Policies and Procedures. Vizi365 will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including Vizi365 Affiliates, in any manner without its prior, written permission.

The content of all Company-sponsored events is copyrighted material. Affiliates may not produce for sale or distribution any recorded Company events and speeches without written permission from Vizi365, nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or videotape presentations.

As an Independent Affiliate, you may use the Vizi365 name in the following manner

Affiliate's Name  
Independent Vizi365 Affiliate

*Example:*  
Alice Smith  
Independent Vizi365 Affiliate

Affiliates may not use the name Vizi365 in any form in your team name, a tagline, an external website name, your personal website address or extension, in an email address, as a personal name, or as a nickname. Additionally, only use the phrase *Independent Vizi365 Affiliate* in your phone greeting or on your answering machine to clearly separate your independent Vizi365 business from Vizi365, LLC. For example, you may not secure the domain name [www.buyVizi365.com](http://www.buyVizi365.com), nor may you create an email address such as [Vizi365sales@hotmail.com](mailto:Vizi365sales@hotmail.com).

##### 4.2.2.1 Independent Vizi365 Affiliate Logo

If you use a Vizi365 logo in any communication, you must use the Independent Affiliate version of the Vizi365 logo. Using any other Vizi365 logo requires written approval.

#### 4.2.3 Media & Media Inquiries:

Affiliates must not attempt to respond to media inquiries regarding Vizi365, its products, or their independent Vizi365 business. All inquiries by any type of media must be immediately referred to Vizi365's Customer Relations Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

#### 4.2.4 Unsolicited Email:

Vizi365 does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN-SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial email messages, not just unsolicited messages. A commercial email message is defined as any email that has a “primary purpose of . . . commercial advertisement or promotion of a commercial product or service.” This includes commercial emails sent to business email accounts, as well as those sent to individual consumers.

##### 4.2.4.1 Requirements for All Commercial Email Messages

###### The Mailing List

- ❖ The mailing list may include only persons who have affirmatively agreed (opted in) to receive commercial email from you.
- ❖ The mailing list must not include any recipient who has previously asked not to receive commercial email from the business (opted out).
- ❖ You must “scrub” the mailing list against available “do not email” lists at the last possible, commercially reasonable moment before the email is sent.

###### The Email Message

- ❖ The message must include complete and accurate transmission and header information.
- ❖ The “From” line must identify your business as the sender. This does not have to include your business’s formal name, if any. For example, it may contain your business’s name, trade name, or product or service name. The key requirement is that the “From” line provides the recipient with enough information to understand who is sending the message.
- ❖ The “Subject” line must accurately describe the message’s content.
- ❖ The message must clearly include the business’s valid, current physical postal address. This address can be a:
  - o street address;
  - o post office box that the business has accurately registered with the US Postal Service; or
  - o private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to US Postal Service regulations.
- ❖ The message must disclose that it is an advertisement or solicitation unless the email message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
- ❖ There must be a functioning return email address to the sender.
- ❖ The use of deceptive subject lines and/or false header information is prohibited.

## The Opt-out Mechanism

- ❖ The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- ❖ The message must include either an email address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
  - o do anything more than reply to the email or visit a single web page to opt out;
  - o make any payment or submit any personal information, including account information (other than email address), to opt out; and
  - o the opt-out mechanism must work for at least 30 days after the email is sent.
- ❖ You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
- ❖ You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
- ❖ You must honor all opt-out requests within ten business days.
- ❖ Opt-out requests do not expire. An opt-out is overridden only by the recipient's subsequent express (opt in) request to receive commercial email.
- ❖ All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Company.
- ❖ You may not sell, share or use a business's opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities – If you use a third-party service provider you must implement procedures to ensure that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:

- ❖ Establish email accounts with several major private email account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these email addresses to the business's mailing list. For each email address created for monitoring purposes, use the business's opt-out mechanism to remove the email address from the mailing list.
- ❖ Repeat this procedure on a regular basis (for example, at least every two weeks).
- ❖ Examine the email received by the monitoring email account to confirm that: the opt-out mechanism works, the opt-out request is honored within 10 business days, and the monitoring email account no longer receives commercial messages from the business.
- ❖ If the monitoring and testing process reveals problems, the business should immediately fix the issues.

Third-party Marketing Affiliates or Service Providers - When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

#### 4.2.4.2 Additional Requirements for Email Messages Sent to Wireless Devices

When sending commercial messages to wireless devices:

- ❖ Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- ❖ Ask for consent in a way that involves no cost to the recipient, for example:
  - o do not send the request to the wireless device; and
  - o allow the recipient to respond in a way that involves no cost (such as an online, email or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
  - o is agreeing to receive commercial email on his wireless device;
  - o may be charged to receive the email; and
  - o can revoke his consent at any time.

#### 4.2.4.3 Commercial Email Messages Sent on Behalf of Affiliates

The Vizi365 may periodically send commercial emails on behalf of Affiliates. By entering into the Affiliate Agreement, Affiliate agrees that the Company may send such emails and that the Affiliate's physical and email addresses will be included in such emails as outlined above. Affiliates shall honor opt-out requests generated as a result of such emails sent by the Company.

#### 4.2.5 Unsolicited Faxes:

Except as provided in this section, Affiliates may not use or transmit unsolicited faxes in connection with their Vizi365 business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Vizi365, its products, its Vizi Compensation Plan or any other aspect of the company which is transmitted to any person, except that these terms do not include fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Affiliate has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an Affiliate and a person, on the basis of (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

#### 4.2.6 Telephone Directory List:

Affiliates may list themselves as an "Independent Vizi365 Affiliate" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Affiliate may place telephone or online directory display ads using Vizi365's name or logo. Affiliates may not answer the telephone by saying "Vizi365", "Vizi365 Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Vizi365. If an Affiliate wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Affiliate's Name  
Independent Vizi365 Affiliate

#### 4.2.7 Television & Radio Advertising:

Affiliates may not advertise on television and radio.

#### 4.2.8 Advertised Prices:

Affiliates may not create their own marketing or advertising material offering any Vizi365 products at a price less than the current Retail or Subscription prices plus shipping and applicable taxes.

### 4.3 Online Conduct

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#### 4.3.1 Affiliate Websites:

Affiliates are provided with a replicated website by Vizi365, from which they can take orders, enroll new Customers and Affiliates, place Customers on the Subscription Program, as well as manage their Vizi365 business. Affiliates may use only replicated websites provided by Vizi365 to promote their Vizi365 business and may not create their own websites to directly or indirectly promote Vizi365's products or the Vizi365 opportunity.

#### 4.3.2 Vizi365 Replicated Websites:

Affiliates receive a Vizi365 Replicated Website subscription to facilitate the online buying experience for their Customers and enrollments for prospective Customers and Affiliates.

Affiliates may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-Vizi365 products or income opportunities. Specifically, you may not alter the look (placement, sizing, etc.) or functionality of the following:

- ❖ The Vizi365 Independent Affiliate Logo
- ❖ Your Name
- ❖ Vizi365 Corporate Website Redirect Button,
- ❖ Artwork, logos, or graphics
- ❖ Original text.

Because Replicated Websites reside on the Vizi365.com domain, Vizi365 reserves the right to receive analytics and information regarding the usage of your website.

By default, your Vizi365 Replicated Website URL for the first Business Center is <https://vizi365.com/vanityname> or [vizi365.com/AffiliateIDnumber](https://vizi365.com/AffiliateIDnumber). The username cannot be changed once established, and you will be able to use the URL sign up other Affiliates and your Retail Customers.

#### 4.3.3 Domain Names, Email Addresses and Online Aliases:

You are not allowed to use or register Vizi365 or any of Vizi365's trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of Vizi365. Examples of the improper use of Vizi365 include, but are not limited to any form of Vizi365 showing up as the sender of an email or examples such as:

[www.MyVizi365Biz.com](http://www.MyVizi365Biz.com)  
[www.ISellVizi365.com](http://www.ISellVizi365.com)  
[www.Vizi365Money.net](http://www.Vizi365Money.net)

[www.Vizi365DreamTeam.com](http://www.Vizi365DreamTeam.com)  
[www.Vizi365byJaneDoe.com](http://www.Vizi365byJaneDoe.com)  
[www.JanesVizi365Opportunity.net](http://www.JanesVizi365Opportunity.net)

#### 4.3.4 Monetizing Websites:

Affiliates may not monetize their Replicated Website or their Registered External Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, adSense, or similar programs.

#### 4.3.5 Online Classifieds:

You may not use online classifieds (including Craigslist) to list, sell or retail specific Vizi365 products or product magazines. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the Vizi365 income opportunity, provided Vizi365-approved templates/images are used. These templates will identify you as an Independent Vizi365 Affiliate. If a link or URL is provided, it must link to your Replicated Website.

#### 4.3.6 eBay / Online Auctions:

Vizi365's products may not be listed on eBay or other online auctions, nor may Affiliates enlist or knowingly allow a third party to sell Vizi365 products on eBay or other online auction sites. An Affiliate who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells Vizi365 products on eBay or any other online auctions must immediately discontinue all sales to the third party.



#### 4.3.7 Online Retailing:

Affiliates may not list or sell Vizi365 products on any online retail store or ecommerce site (such as Amazon), nor may you enlist or knowingly allow a third party to sell Vizi365 products on any online retail store or ecommerce site. An Affiliate who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells Vizi365 products on any online retail store or ecommerce site must immediately discontinue all sales to the third party.

#### 4.3.8 Banner Advertising:

You may place banner advertisements on a website provided you use Vizi365-approved templates and images. All banner advertisements must link to your Replicated Website. Affiliates may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Vizi365 products or the Vizi365 opportunity.

#### 4.3.9 Spam Linking:

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

#### 4.3.10 Digital Media Submission (YouTube, iTunes, Photobucket, etc.):

Affiliates may upload, submit or publish Vizi365-related video, audio or photo content that they develop and create so long as it aligns with Vizi365's values, contributes to the Vizi365 community greater good, and is in compliance with Vizi365's Policies and Procedures. All submissions must clearly identify you as an Independent Vizi365 Affiliate in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Affiliates may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Vizi365 or captured at official Vizi365 events or in buildings owned, leased, or operated by Vizi365 without prior written permission from Vizi365.

#### 4.3.11 Sponsored Links / Pay-Per-Click (PPC) Ads:

Except as prohibited elsewhere within the Policies and Procedures, sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Affiliate's Replicated Website. The display URL must also be to the sponsoring Affiliate's Replicated Website and must not portray any URL that could lead the user to believe they are being directed to a Vizi365 Corporate site, or be inappropriate or misleading in any way.

#### 4.3.12 Domain Names and Email Addresses:

Except as set forth in the Affiliate Website Application and Agreement, Affiliates may not

use or attempt to register any of Vizi365's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

#### 4.3.13 Social Media:

In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, or Pinterest, you agree to each of the following:

- ❖ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your Vizi365 Replicated Website.
- ❖ It is your responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- ❖ Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote Vizi365's products or the Vizi365 opportunity may not link to any website, social media site, or site of any other nature, other than the Affiliate's Vizi365 replicated website.
- ❖ During the term of this Agreement and for a period of 12 calendar months thereafter, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the Vizi365 business or Vizi365's products to directly or indirectly solicit Vizi365 Affiliates for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.10 (Conflicts of Interest) below.
- ❖ An Affiliate may post or "pin" photographs of Vizi365 products on a social media site, but only photos that are provided by Vizi365 and downloaded from the Affiliate's back office may be used.

If an Affiliate creates a business profile page on any social media site that promotes or relates to Vizi365, its products, or opportunity, the business profile page must relate exclusively to the Affiliate's Vizi365 business and Vizi365 products. If the Affiliate's Vizi365 business is canceled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

#### 4.3.14 Business Entities:

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Vizi365 Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Registration Form and a properly completed IRS Form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to Vizi365, compliance with the Vizi365 Policies and Procedures, the Vizi365 Affiliate Agreement, and other obligations to Vizi365.

#### 4.3.15 Removal of an Affiliated Party:

To prevent the circumvention of Section 4.24 (Sale, Transfer or Assignment of Vizi365 Business), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or Vizi365, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify Vizi365 in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.24 (Sale, Transfer or Assignment of Vizi365 Business). In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other Vizi365 business for six consecutive calendar months in accordance with Section 4.5.1 (Termination and Re-application). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.24 (Sale, Transfer or Assignment of Vizi365 Business).

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5 (Change of Sponsor), below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. Vizi365 may, at its discretion, require notarized documents before implementing any changes to a Vizi365 business. Please allow thirty (30) days after the receipt of the request by Vizi365 for processing.

#### 4.3.16 Changes to a Business Entity:

Each Affiliate must immediately notify Vizi365 of all changes to the type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

#### 4.3.17 Change of Sponsor:

Vizi365 prohibits changes in sponsorship. Accordingly, the transfer of a Vizi365 business from one sponsor to another is not permitted. In order to protect all Sponsors, no Affiliate may interfere with the relationship between another Affiliate and his or her Sponsor in any way. An Affiliate may not offer, entice, encourage, solicit, sponsor, recruit, or otherwise influence or attempt to persuade another Affiliate to change his or her Sponsor or line of sponsorship, either directly or indirectly.

#### 4.3.18 Termination and Re-application:

An Affiliate may legitimately change organizations by voluntarily canceling his or her Vizi365 business and remaining inactive (*i.e.*, no purchases of Vizi365 products for resale, no sales of Vizi365 products, no sponsoring, no attendance at any Vizi365 functions, participation in any other form of Affiliate activity, or operation of any other Vizi365 business, no income from the Vizi365 business) for six (6) full calendar months. Following the six-month period of inactivity, the former Affiliate may re-apply under a new sponsor, however, the former Affiliate's downline will remain in their original line of sponsorship. Vizi365 will consider waiving the six-month waiting period under exceptional circumstances. Such requests for waiver must be

submitted to Vizi365 in writing.

#### 4.3.19 Waiver of Claims:

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, Vizi365 reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST Vizi365, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM Vizi365'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

#### 4.4 Unauthorized Claims and Actions:

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##### 4.4.1 Indemnification

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding Vizi365 products or the Vizi Compensation Plan that are not expressly contained in official Vizi365 materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Affiliates agree to indemnify Vizi365 and Vizi365's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Vizi365 as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

##### 4.4.2 Vizi Compensation Plan Claims:

When presenting or discussing the Vizi Compensation Plan, you must make it clear to prospects that financial success with Vizi365 requires commitment, effort and sales. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- ❖ It's a turnkey system;
- ❖ The system will do the work for you;
- ❖ Just get in and your downline will build through spillover;
- ❖ Just join and I'll build your downline for you;
- ❖ The company does all the work for you;
- ❖ You don't have to sell anything; or
- ❖ All you have to do is buy your products every month.

The above are merely examples of improper representations about the Vizi Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as a Vizi365 Affiliate without commitment, effort and sales.

#### 4.4.3 Income Claims

Because Vizi365 Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the Vizi365 opportunity or Vizi Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her Vizi365 income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

### 4.5 Commercial Outlets

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Affiliates may not sell Vizi365 products from a commercial outlet, nor may Affiliates display or sell Vizi365 products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craigslist constitute Commercial Outlets, and may not be used to sell Vizi365 products.

### 4.6 Military Installations

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The offer, promotion, or sale of the goods and services, or the offer and promotion of the Vizi365 opportunity on a military installation is not a right – it is a privilege. Even if an Affiliate **lives** on a military installation, he or she does not have the right to offer our products or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the U.S. Navy personnel and Navy Regulations, the definition of an “installation” also includes U.S. Navy vessels.

Any Affiliate who wants to offer, promote, or sell Vizi365 products, or offer and promote the Vizi365 opportunity (these activities will be collectively referred to as “commercial solicitation activities”) on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for Vizi365 Affiliates to engage in such activities on the installation. If the Commander has not done so, the Affiliate must contact Vizi365’s offices to ask the Company to obtain the Commander’s permission. Affiliates are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.

Any Affiliate who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

- ❖ Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one-station unit training cycle.
- ❖ Solicitation of “mass,” “group,” or “captive” audiences.
- ❖ Making appointments with or soliciting military personnel during their normally-scheduled duty hours.
- ❖ Soliciting without an appointment in areas used for housing or processing transient personnel, or soliciting in barracks areas used as quarters.
- ❖ Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Affiliates with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- ❖ Offering rebates to promote transactions or to eliminate competition.
- ❖ Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Affiliates, or the goods offered for sale.
- ❖ The designation of any agent or the use by any agent of titles (for example, “Battalion Insurance Counselor,” “Unit Insurance Advisor,” “Servicemen’s Group Life Insurance Conversion Consultant”) that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- ❖ Entry into any unauthorized or restricted area.
- ❖ Distribution of literature other than to the person being interviewed.
- ❖ Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending email to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- ❖ Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one Affiliate could jeopardize the ability of all Vizi365 Affiliates to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

## 4.7 Trade Shows, Expositions, and Other Sales Forums

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Because of Vizi365’s emphasis on mentoring who one sponsors onto their teams, and because Vizi products are digital, Affiliates may not display and/or sell Vizi365 products or attempt to sponsor other Affiliates by doing booths at trade shows and professional expositions. This includes swap meets, garage sales, flea markets or farmer’s markets as these events are not conducive to the professional image Vizi365 wishes to portray.

## 4.8 Conflicts of Interest

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### 4.8.1 Crossline Sponsoring:

Affiliates are prohibited from crossline sponsoring. The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. An Affiliate shall not demean, discredit, or defame other Vizi365 Affiliates in an attempt to entice another customer, Affiliate or prospective Affiliate to become part of his or her organization.

For the purposes of this Section 4.10.1, the term "crossline recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another Vizi365 Affiliate or Customer to enroll, join, or otherwise participate in another Vizi365 marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

### 4.8.2 Non Solicitation:

Vizi365 Affiliates are free to participate in other direct selling, multi-level marketing, or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "network marketing business"). However, during the term of this Agreement, any renewal or extension hereof, and for a period of six calendar months following the termination of an Affiliate's Independent Affiliate Agreement, with the exception of an Affiliate who is personally sponsored by the Affiliate (or former Affiliate, as may be applicable), an Affiliate (or former Affiliate) may not recruit any Vizi365 Affiliate or Customer for another network marketing business. Affiliates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Affiliates and Vizi365 agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Affiliates are located. This provision shall survive the termination or expiration of the Affiliate Agreement.

For the purposes of this Section 4.10.2, the term "recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another Vizi365 Affiliate or Customer to: (1) enroll, join, or otherwise participate in another network marketing business; or (2) terminate or alter his or her business or contractual relationship with the Vizi365. The term "recruit" also includes the above activities in the event that the Affiliate's actions are in response to an inquiry made by another Affiliate or Customer.

### 4.8.3 Affiliate Participation in Other Network Marketing Programs:

If an Affiliate is engaged in other non-Vizi365 network marketing business, it is the responsibility of the Affiliate to ensure that his or her Vizi365 business is operated entirely separate and apart from any other network marketing business. To this end, the following must

be adhered to:

- ❖ Affiliates must not sell, or attempt to sell, any competing non-Vizi365 programs, products or services to Vizi365 Customers or Affiliates. Any program, product or service in the same generic categories as Vizi365 products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. However, an Affiliate may sell non-competing products or services to Vizi365 Customers or Affiliates who are personally-sponsored.
- ❖ Affiliates shall not display Vizi365 promotional material, sales aids, or products with or in the same location as, any non-Vizi365 promotional material or sales aids, products or services.
- ❖ Affiliates shall not offer the Vizi365 opportunity or products to prospective or existing Customers or Affiliates in conjunction with any non-Vizi365 program, opportunity, product or service.
- ❖ Affiliates may not offer any non-Vizi365 opportunities, products or services at any Vizi365-related meeting, seminar, convention, webinar, teleconference, or other function.

#### 4.8.4 Confidential Information:

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of Vizi365 customers and Affiliates, contact information of Vizi365 customers and Affiliates, Affiliates’ personal and group sales volumes, Affiliate rank and/or achievement levels, and other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of Vizi365 and constitutes a business trade secret belonging to Vizi365. Confidential Information is, or may be available, to Affiliates in their respective back offices. Affiliate access to such Confidential Information is password-protected, and is confidential and constitutes proprietary information and business trade secrets belonging to Vizi365. Such Confidential Information is provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective downline organizations in the development of their Vizi365 business. Affiliates may not use the reports for any purpose other than for developing, managing, or operating their Vizi365 business. Where an Affiliate participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Affiliates should use the Confidential Information to assist, motivate, and train their downline Affiliates. The Affiliate and Vizi365 agree that, but for this agreement of confidentiality and nondisclosure, Vizi365 would not provide Confidential Information to the Affiliate.

To protect the Confidential Information, Affiliates shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- ❖ Directly or indirectly disclose any Confidential Information to any third party;
- ❖ Directly or indirectly disclose the password or other access code to his or her back office;
- ❖ Use any Confidential Information to compete with Vizi365 or for any purpose other than promoting his or her Vizi365 business;
- ❖ Recruit or solicit any Affiliate or Customer of Vizi365 listed on any report or in the Affiliate’s back office, or in any manner attempt to influence or induce any Affiliate or Customer of Vizi365, to alter their business relationship with Vizi365; or
- ❖ Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.



The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement and shall remain effective and binding irrespective of whether an Affiliate's Agreement has been terminated, or whether the Affiliate is or is not otherwise affiliated with the Vizi365. Upon non-renewal or termination of the Agreement, Affiliates must immediately discontinue all use of the Confidential Information and if requested by the Vizi365 promptly return all materials in their possession to the Vizi365 within five (5) business days of request at their own expense.

## 4.9 Targeting Other Direct Sellers

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Vizi365 does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell Vizi365 products or to become Affiliates for Vizi365, nor does Vizi365 condone Affiliates solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Affiliates engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Vizi365 will not pay any of the Affiliate's defense costs or legal fees, nor will Vizi365 indemnify the Affiliate for any judgment, award, or settlement.

## 4.10 Errors or Questions

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If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Affiliate must notify Vizi365 in writing within 60 days of the date of the purported error or incident in question. Vizi365 will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

## 4.11 Governmental Approval or Endorsement

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Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Affiliates shall not represent or imply that Vizi365 or its Vizi Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

## 4.12 Income Taxes

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Each Affiliate is responsible for paying local, state, and federal taxes on any income generated as an Independent Affiliate. Unfortunately, we cannot provide you with any personal

tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If an Affiliate's Vizi365 business is tax-exempt, the Federal tax identification number must be provided to Vizi365. Every year, Vizi365 will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

## 4.13 Independent Contractor Status

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Affiliates are independent contractors. The agreement between Vizi365 and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. Affiliates shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (expressed or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws.

## 4.14 Insurance

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You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

## 4.15 International Marketing

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Affiliates are authorized to sell Vizi365 products and enroll Customers or Affiliates only in the countries in which Vizi365 is authorized to conduct business, as announced in official Company literature. Vizi365 products or sales aids may not be shipped into or sold in any foreign country. Affiliates may sell, give, transfer, or distribute Vizi365 products or sales aids only in their home country. In addition, no Affiliate may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or Affiliates; or (c) conduct any other activity for the purpose of selling Vizi365 products, establishing a marketing organization, or promoting the Vizi365 opportunity.

## 4.16 Excess Inventory and Bonus Buying

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Affiliates must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Affiliate to buy more products than they can reasonably use or sell to retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end-user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

## 4.17 Adherence to Laws, Regulations and the Agreement

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Affiliates must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Vizi365. In addition, Affiliates must not recommend, encourage or teach other Affiliates to violate federal, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their Vizi365 business.

## 4.18 Number of Vizi365 Businesses Per Affiliate and Per Household

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A “Household” is defined as spouses and dependent children living at or doing business at the same address. In order to maintain the integrity of the Vizi365 Compensation Plan, husbands and wives, common-law couples, or domestic partners (collectively “spouses”), or parents and their adult children (in the same household) who wish to become Vizi365 Distributors must be jointly sponsored as one Vizi365 business. An Affiliate could, however, operate and own a distributorship as a sole proprietorship and may operate and own a second distributorship as a limited liability company.

An exception to the one business per Distributor/household rule will be considered on a case by case basis if two Distributors marry or in cases of a Distributor receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

## 4.19 Actions of Household Members or Affiliated Parties

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If any member of an Affiliate's immediate household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and Vizi365 may take disciplinary action pursuant to these Policies and Procedures against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Vizi365 may take disciplinary action against the Business Entity. Likewise, if an Affiliate enrolls in Vizi365 as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

## 4.20 Requests for Records

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Any request from an Affiliate for copies of invoices, applications, downline activity reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

## 4.21 Roll-up of Marketing Organization

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When a vacancy occurs in a Marketing Organization due to the termination of a Vizi365 business, the Affiliate in the first level immediately below the terminated Affiliate on the date of the termination will not be moved to the first level ("front line") of the terminated Affiliate's sponsor. The position occupied by the terminated Affiliate shall remain permanently vacant.

## 4.22 Sale, Transfer, or Assignment of Vizi365 Business

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Although a Vizi365 business is a privately owned and independently operated business, the sale, transfer or assignment of a Vizi365 business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a Vizi365 business, is subject to certain limitations. If an Affiliate wishes to sell his or her Vizi365 business, or interest in a Business Entity that owns or operates a Vizi365 business, the following criteria must be met:

- ❖ The buyer or transferee must become a qualified Vizi365 Affiliate. If the buyer is an active Vizi365 Affiliate, he or she must first terminate his or her Vizi365 business and wait six calendar months before acquiring any interest in a different Vizi365 business;
- ❖ Before the sale, transfer or assignment can be finalized and approved by Vizi365, any debt obligations the selling party has with Vizi365 must be satisfied.

- ❖ The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Vizi365 business.

Prior to selling an independent Vizi365 business or Business Entity interest, the selling Affiliate must notify Vizi365's Compliance Department in writing and advise of his or her intent to sell his/her Vizi365 business or Business Entity interest. The selling Affiliate must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a Vizi365 business. In the event that an Affiliate transfers, assigns, or sells his or her Vizi365 business without the express written approval of the Compliance Department, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of Vizi365.

## 4.23 Separation of a Vizi365 Business

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Vizi365 Affiliates sometimes operate their Vizi365 businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- ❖ One of the parties may, with the consent of the other(s), operate the Vizi365 business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Vizi365 to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- ❖ The parties may continue to operate the Vizi365 business jointly on a "business-as-usual" basis, whereupon all compensation paid by Vizi365 will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Vizi365 split commission and bonus checks between divorcing spouses or members of dissolving entities. Vizi365 will recognize only one downline organization and will issue only one commission check per Vizi365 business per commission cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original Vizi365 business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the

business must wait six calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Affiliate.

## 4.24 Sponsoring Online

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When sponsoring a new Affiliate through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. ***However, the applicant must personally review and agree to the online application and agreement, Vizi365's Policies and Procedures, and the Vizi Compensation Plan. The sponsor may not fill out the online Affiliate Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.***

## 4.25 Succession

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Upon the death or incapacitation of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Vizi365 business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliate's marketing organization provided the following qualifications are met. The successor(s) must:

- ❖ Execute an Affiliate Agreement;
- ❖ Comply with terms and provisions of the Agreement;
- ❖ Meet all of the qualifications for the deceased Affiliate's status;
- ❖ The devisee must provide Vizi365 with an "address of record" to which all bonus and commission checks will be sent;
- ❖ If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. Vizi365 will issue all bonus and commission checks and one 1099 to the business entity.

### 4.25.1 Transfer Upon Death of an Affiliate

To affect a testamentary transfer of a Vizi365 business, the executor of the estate must provide the following to Vizi365: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to Vizi365 specifying to whom the business and income should be transferred.

### 4.25.2 Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of a Vizi365 business because of incapacity, the successor must provide the following to Vizi365: (1) a notarized copy of an appointment as trustee; (2) a

notarized copy of the trust document or other documentation establishing the trustee's right to administer the Vizi365 business; and (3) a completed Affiliate Agreement executed by the trustee.

## 4.26 Telemarketing Techniques

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The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Vizi365 does not consider Affiliates to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Affiliates must not engage in telemarketing in the operation of their Vizi365 businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Vizi365 product or service, or to recruit them for the Vizi365 opportunity. "Cold calls" made to prospective customers or Affiliates that promote either Vizi365's products or the Vizi365 opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Affiliate (a "prospect") is permissible under the following situations:

- ❖ If the Affiliate has an established business relationship with the prospect. An "established business relationship" is a relationship between an Affiliate and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- ❖ The prospect's personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.
- ❖ If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- ❖ You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently call them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- ❖ Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their Vizi365 businesses.
- ❖ Affiliates shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the Vizi365 products or opportunity.

## 4.27 Back Office Access

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Vizi365 makes online back offices available to its Affiliates. Back offices provide Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate's Vizi365 business and to increase sales of Vizi365 products. However, access to a back office is a privilege, not a right. Vizi365 reserves the right to deny Affiliates' access to the back office at its sole discretion.

## 4.28 Unauthorized Communication

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In the excitement and enthusiasm of working his or her Vizi365 business, an Affiliate may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field Support.



## Section 5- Responsibilities of Affiliates

### 5.1 Change of Address, Telephone, and Email Addresses

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To ensure timely delivery of products, support materials, commissions, and tax documents, it is important that Vizi365's files are current. Affiliates planning to change their email address or move to a new address must ensure that their information in the back office is updated.

### 5.2 Continuing Development Obligations

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#### 5.2.1 Ongoing Training

Any Affiliate who sponsors another Affiliate into Vizi365 must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Vizi365 business. Affiliates must have ongoing contact and communication with the Affiliates in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Affiliates to Vizi365 meetings, training sessions, and other functions. Upline Affiliates are also responsible to motivate and train new Affiliates in Vizi365 product knowledge, effective sales techniques, the Vizi Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of downline Affiliates must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Affiliate-produced sales aids and promotional materials).

Affiliates should monitor the Affiliates in their Downline Organizations to guard against downline Affiliates making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

#### 5.2.2 Increased Training Responsibilities

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Vizi365 program. They will be called upon to share this knowledge with lesser experienced Affiliates within their organization.

#### 5.2.3 Ongoing Sales Responsibilities

Regardless of their level of achievement, Affiliates have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

## 5.3 Non-Disparagement

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Vizi365 wants to provide its independent Affiliates with the best products, Vizi Compensation Plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Affiliate Relations Department. Remember, to best serve you, we must hear from you! While Vizi365 welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products, or Vizi Compensation Plan serve no purpose other than to sour the enthusiasm of other Vizi365 Affiliates. For this reason, and to set the proper example for their downline, Affiliates must not disparage, demean, or make negative remarks about Vizi365, other Vizi365 Affiliates, Vizi365's products, the Vizi Compensation Plan, or Vizi365's directors, officers, or employees.

## 5.4 Providing Documentation to Applicants

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Affiliates must provide the most current version of the Policies and Procedures and the Vizi Compensation Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement, or ensure that they have online access to these materials.

## Section 6 - Sale Requirements

### 6.1 Product Sales

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The Vizi Compensation Plan is based on the sale of Vizi365 products to end consumers. Affiliates must fulfill minimum personal sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

### 6.2 No Territory Restrictions

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There are no exclusive territories granted to anyone.

## Section 7 - Bonuses & Commissions

### 7.1 Bonus and Commission Qualifications and Accrual

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An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, Vizi365 shall pay commissions to such Affiliate in accordance with the Vizi Compensation Plan. The minimum amount for which Vizi365 will issue a commission is \$20.00. If an Affiliate's bonuses and commissions do not equal or exceed \$20.00, the Company will accrue the commissions and bonuses until they total \$20.00. Payment will be issued once \$20.00 has been accrued. Notwithstanding the foregoing, all commissions owed an Affiliate, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Affiliate's business.

### 7.2 Bonuses and Commissions

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#### 7.2.1 Hard Copy Commission Checks

The Company pays commissions via direct deposit into debit cards distributed by a third party. There is no charge for direct deposit. An Affiliate may also request a hard-copy check. The third party will deduct a processing fee from each hard-copy commission check issued.

#### 7.2.2 Tax Withholdings

If an Affiliate fails to provide his or her correct tax identification number, Vizi365 will deduct the necessary withholdings from the Affiliate's commission checks as required by law.

### 7.3 Reports

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All information provided by Vizi365 in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by Vizi365 or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, Vizi365 AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF Vizi365 OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, Vizi365 OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Vizi365's online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Vizi365's online and telephone reporting services and your reliance upon the information.

## Section 8 - Product Guarantees & Inventory Repurchase

### 8.1 Product Guarantee

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Except when required by law, Vizi365 shall be under no obligation to issue refunds for any products under any circumstances. All fees are non-refundable, even if a subscription is terminated before its expiration. By purchasing, a Customer or Affiliate authorizes Vizi365 to charge him or her all subscription fees for the duration of the term agreed to at the time of purchase. In the event that Vizi365 determines that a purchaser is entitled to a refund of all or part of the fees paid, such refund shall be made using the payment method originally used to make the purchase.

### 8.2 Rescission

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#### 8.2.1 Informing Customers

Affiliates **MUST** notify their Customers that Vizi products are not returnable due to the digital nature of the products.

#### 8.2.2 Assisting Customers

Affiliates are not allowed to assist customers in purchasing Vizi365 products except in helping the customer understand the steps, in an initial purchase, for example.

### 8.3 Vizi Policy for Product Subscriptions

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#### 8.3.1 Definitions for this section:

Customer refers to either a Retail Customer or an Affiliate purchasing Vizi products for their own use.

Product refers to either Individual Images or ViziMagazines.

### 8.3.2 Background

Monthly subscriptions to products from Vizi cannot be processed the same way the autoship option is done for many companies because our customers will not want to purchase the exact same image(s) or magazine(s) each month. But customers may want to purchase a certain number of images or magazines on a monthly basis.

### 8.3.3 The Vizi Subscription Process

When a customer purchases a subscription for a certain number of products, either images or magazines, they receive credit for the number of products they paid for. Upon receiving credit, customers have the option of choosing, right away, all the specific products they wish to purchase, or they can use some of the credit and keep the remaining credit to be used at a later date. When the subscription renews the following month, the same number of product credit is added to the customer's account. If the customer does not proceed with choosing the specific products right away, the credit carries over subsequent months. This credit never expires.

#### 8.3.3.1 The Problem

Allowing customers or Affiliates to accumulate credit over time could lead to a "pay to play" (or ponzi/pyramid scheme) scenario in which our people are paying for subscriptions without actually purchasing pictures or magazines.

#### 8.3.3.1 Vizis's Solution

Vizi will allow unused credit to accumulate until there are enough credit for four (4) subscriptions (meaning 4 times the number of products in the subscription.) If the number of credit a customer has reaches 4 times the number of a subscription, the customer can continue to subscribe if at least 75% of the credit has been redeemed. However, if 75% of the credit has not been redeemed, the subscription will be suspended, and the customer will not be able to purchase more products of the same category. When the customer has used up at least 75% of the credit after a suspended subscription, the customer can then purchase additional individual products, packages or subscriptions.

#### **Example: Purchasing a Photo Subscription to ten Individual Images (PS10)**

The customer will receive credit for 10 images every month. If none of the credit is redeemed, the customer can continue to pay for monthly renewals of PS10 until there is credit for 40 images. If 75% of the credit is not redeemed, the subscription will be suspended and the customer will not be able to purchase a new Individual Image, a Photo Package or a new Photo Subscription until 75% of the accumulated credit has been redeemed. The customer will be able to, however, purchase individual ViziMagazines, Magazine Packages or Magazine Subscriptions.

#### **Example: Purchasing a Magazine Subscription to two Individual**

**ViziMagazines (MS2)**

The customer will receive credit for 2 magazines every month. If none of the credit is redeemed, the customer can continue to pay for monthly renewals of MS2 until there is credit for 8 magazines. If 75% of the credit is not redeemed, the subscription will be suspended and the customer will not be able to purchase a new Individual Magazine, a Magazine Package or a new Magazine Subscription until 75% of the accumulated credit has been redeemed. The customer will be able to, however, purchase Individual Images, Photo Packages or Photo Subscriptions.

## 8.4 Return of Sales Aids by Affiliates Upon Termination

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Replicated Website fees (included in the initial sign-up fee) are not refundable except as required by applicable state law.

Since there are no Sales Aids for sale by Vizi365, there are no refunds when an Affiliate's Agreement is terminated.

### 8.4.1 Montana Residents

A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment and may cancel his or her Business Center for a full refund within such time period.



# Section 9 - Dispute Resolution & Disciplinary Proceedings

## 9.1 Disciplinary Sanctions

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Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Affiliate's Vizi365 business), may result, at Vizi365's discretion, in one or more of the following corrective measures:

- ❖ Issuance of a written warning or admonition;
- ❖ Requiring the Affiliate to take immediate corrective measures;
- ❖ Imposition of a fine, which may be withheld from bonus and commission checks;
- ❖ Loss of rights to one or more bonus and commission checks;
- ❖ Vizi365 may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that Vizi365 is investigating any conduct allegedly violative of the Agreement. If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- ❖ Suspension of the individual's Affiliate Agreement for one or more pay periods;
- ❖ Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an Affiliate (which may subsequently be re-earned by the Affiliate);
- ❖ Transfer or removal of some or all of an Affiliate's downline Affiliates from the offending Affiliate's downline organization.
- ❖ Involuntary termination of the offender's Affiliate Agreement;
- ❖ Suspension and/or termination of the offending Affiliate's Vizi365 website or website access;
- ❖ Any other measure expressly allowed within any provision of the Agreement or which Vizi365 deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach;
- ❖ In situations deemed appropriate by Vizi365, the Company may institute legal proceedings for monetary and/or equitable relief.

## 9.2 Grievances and Complaints

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When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective Vizi365 businesses, the complaining Affiliate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Affiliate Relations Department

at the Company. The Affiliate Services Department will review the facts and attempt to resolve it.

## 9.3 Mediation

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Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah, and shall last no more than two business days.

## 9.4 Arbitration

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If mediation is unsuccessful, **any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court.** The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available on the AAA's website at [www.adr.org](http://www.adr.org). The *Streamlined Arbitration Rules & Procedures* are available on the JAMS website at [www.jamsadr.com](http://www.jamsadr.com). Copies of AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* will also be emailed to Affiliates upon request to Vizi365's Legal Department.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- ❖ The Federal Rules of Evidence shall apply in all cases;
- ❖ The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- ❖ The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- ❖ The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- ❖ The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration,

including legal and filing fees. The arbitration shall occur within 180 days from the date on which the arbitration is filed, and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- ❖ The substance of, or basis for, the controversy, dispute, or claim;
- ❖ The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- ❖ The terms or amount of any arbitration award;
- ❖ The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

## 9.5 Governing Law, Jurisdiction, and Venue

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Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Salt Lake County, State of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement.

### 9.5.1 Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 9.4, residents of the State of Louisiana shall be entitled to bring an action against Vizi365 in their home forum and pursuant to Louisiana law.

## Section 10 - Payments

### 10.1 Restrictions on Third-Party Use of Credit Cards

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An Affiliate shall not permit other Affiliates or Customers to use his or her credit card to enroll in or to make purchases from the Company. An Affiliate shall not use the credit card or debit card of a third party to enroll in or to make purchases from the Company.

### 10.2 Sales Taxes

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In certain states and municipalities, Vizi365 is required to charge sales taxes on purchases made by Affiliates and Customers, and remit the taxes charged to the respective taxing jurisdiction. Accordingly, Vizi365 will collect and remit sales taxes on behalf of Affiliates in such jurisdictions. If an Affiliate has submitted, and Vizi365 has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice. Exemption from the payment of sales tax is applicable only to orders for which the proper tax exemption papers have been filed and accepted. Any sales tax exemption accepted by Vizi365 is not retroactive.

# Section 11 - Inactivity & Termination

## 11.1 Effect of Termination

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So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, Vizi365 shall pay commissions to such Affiliate in accordance with the Vizi Compensation Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Affiliate's non-renewal of his or her Affiliate Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Affiliate Agreement (all of these methods are collectively referred to as "termination"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. **An Affiliate whose business is canceled will lose all rights as an Affiliate. This includes the right to sell Vizi365 products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliate's former downline sales organization. In the event of termination, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.**

Following an Affiliate's termination of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a Vizi365 Affiliate and shall not have the right to sell Vizi365 products. An Affiliate whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

**Any and all licenses that Affiliate granted to Vizi365 or to Vizi365's past, current or future customers shall survive termination.**

## 11.2 Involuntary Termination

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An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by Vizi365 in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Affiliate Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Affiliate's last known address, email address, or fax number, or to his/her attorney, or when the Affiliate receives actual notice of termination, whichever occurs first.

Vizi365 reserves the right to terminate all Affiliate Agreements with a written notice thirty (30) days in advance in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

## 11.3 Voluntary Termination

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A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address, and Affiliate I.D. Number. In addition to written termination, Affiliates who have consented to Electronic Contracting will cancel their Affiliate Agreement should they withdraw their consent to contract electronically. If an Affiliate has a subscription to any Vizi365 product, the subscription shall continue unless the Affiliate also specifically requests that his or her subscription also be canceled.

## 11.4 Non-renewal

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An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her annual renewal fee within 30 days of the expiration. The Company may also elect not to renew an Affiliate's Agreement upon its anniversary date.

## 11.5 Exceptions to Activity Requirements

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### 11.5.1 Maternity

A pregnant Affiliate shall be exempt from meeting her Personal Volume and Group Volume requirements for a period of three months prior to and four (4) months following the birth of a child. The Affiliate should notify the Affiliate Services Department to request a Maternity Waiver Form.

### 11.5.2 Military Deployment

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements for the duration of the deployment and three (3) full calendar months thereafter while deployed into a foreign country. The Affiliate should notify the Affiliate Services Department to request a Deployment Waiver Form.

# Section 12 – Our Contests and Copyrights

## 12.1 ViziContest Rules

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### 12.1.1 Eligibility

The ViziContests (“Contest” or “Contests”) are open to all Vizi365 Affiliates 18 years of age or older and in good standing during the entire Contest Period (defined below) and at the time the prizes are awarded. A Vizi365 Affiliate is an individual who has executed a Vizi365 Affiliate Application and Agreement that has been accepted by Vizi365 and is in effect throughout the Contest Period. Prior to submitting a photograph to a ViziContest, Affiliates must register with Vizi365 and obtain an Affiliate number. Contests are void where prohibited by law. All federal, state, and local laws/regulations apply.

### 12.1.2. Entries

Affiliates may submit one (1) digital photograph to each ViziContest. All photographs submitted must be owned by the Affiliate or the Affiliate must have the owner’s permission to submit the photograph to the ViziContest. In Vizi365’s sole and absolute discretion, proof of ownership or permission to submit a photograph may be required from an Affiliate. All photographs must be submitted through the Affiliate’s back office.

Each photograph will receive a unique photo ID number. All submitted photographs must have a minimum resolution of 300 dpi and be smaller than 30 MB. Photographs may not include any weapons, obscenity, sexually explicit images, third-party intellectual property (such as company logos) and/or content that conveys a message of hatred or similar unacceptable and inappropriate material. Pictures that are of low-quality (blurred, cropped or otherwise incomplete) will not be accepted. Photographs may be tagged with any number of tags. Photographs that are submitted to a ViziSparkles Contest (themed) must relate to the theme of the contest. If any recognizable individuals are included in the photo, the Affiliate must have written permission to use the individual’s or individuals’ likeness. A sample form for this purpose can be found in the Resources area of the Affiliate back office.

Upon submission, each photograph will be accepted or declined. Vizi365 reserves the right, in its sole discretion, to disqualify or not accept any entry that does not comply with the contest rules, or for any reason.

All photos, whether they win in a Contest or not, will also be posted in ViziStock to be sold as Individual Images, individually, in packages or as subscriptions. Royalties for photographs that are sold from ViziStock will be paid if and when individual photos are purchased.

***No purchase of any kind is necessary.***

### 12.1.3. Winners:

During the voting period of each Contest, Affiliates will select winning photos from among photos selected to be finalists. Winners will be confirmed by a panel of Vizi365 judges whose

decisions are final on all matters related to the Contests. Affiliates submitting Grand Winners (photographs garnering the most Affiliate votes) will receive \$365.00 and have their photo on the front page of a ViziMagazine. Affiliates who submitted the other winning photographs (24 per contest) will receive \$20.00 for each photograph. Contestants shall be entitled to no further compensation from the sale of ViziMagazines.

#### 12.1.4. Contest Dates

The schedule for each Contest is listed on Vizi365.com. All entries must be received by Vizi365 no later than midnight Mountain Standard Time on the last day of each Contest Period. Vizi365 is not responsible for lost, late or misdirected submissions. Entries will not be acknowledged or returned, but owners of declined picture entries will be notified.

#### 12.1.5. Value of Prizes

The total value of all prizes during each Contest Period is \$845 per contest. Prizes are not transferable, and no substitutions are allowed. Taxes on the prizes are the responsibility of the prize winners. Entrants must meet eligibility requirements. Vizi365's determinations and decisions are final on all matters relating to the Contests. No information regarding entries, voting or judging will be disclosed. By entering, winners consent to the use of their names and likenesses for publicity and promotional purposes by Vizi365, without additional compensation, unless prohibited by law. Proof of eligibility and release from liability may be required of the winner(s), and if required, must be received by Vizi365 within 30 days after the date of the request or the prize will be forfeited.

#### 12.1.6. Liability

Vizi365 shall not be responsible or liable for any type of loss resulting from entering the Contests or from acceptance or use of any prize. Vizi365's aggregate liability in connection with the sweepstakes shall in no event exceed the combined estimated value of the prizes for a single Contest Period. By entering the Contests, participants expressly agree to these rules and the decisions of Vizi365.

#### 12.1.7. List of winners

Winners will be notified by email. All prizes will be awarded via the payout software adopted by Vizi365.

#### 12.1.8. Submission Agreement

In order to participate, all Vizi Affiliates must agree to a Submission Agreement. That Agreement may be found in three different areas: 1) at the bottom of the Submission form to be checked each time an entry is submitted to a contest, 2) in the Resources of the Affiliate's account with Revolution and 3) on the Legal Documents page of the website. This Agreement contains important legal terms that you must read carefully.

### 12.2. Copyright Of ViziContest-Related Images

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As part of submitting an Image to a ViziContest, Vizi Affiliates grant certain licenses. The Submission Agreement is a binding contract containing the precise terms of that license. This section summarizes parts of that contract, but the Submission Agreement itself is the binding contractual language. In event of conflict between this document and the Submission Agreement, the Submission Agreement controls.

### 12.2.1. You Keep Your Copyrights

If you submit a photo to a ViziContest, you will remain the owner of your copyright but will license us certain non-exclusive rights as outlined in the Submission Agreement.

This means registering a copyright on an image is your responsibility and not Vizi365.

### 12.2.2. Your Licenses To Us

In the Submission Agreement to the Contest, Vizi Affiliates who submit their photos to the ViziContests grant Vizi365 a perpetual, non-exclusive, assignable, fully-paid, royalty-free, worldwide license to commercially exploit the Image in any format or medium without limitation; to use, reproduce, publicly display, distribute, modify, public perform, and translate or transform the Image; to present, distribute, market, or promote the Image; to modify and create derivative works based on the Image; and to sell or commercially exploit the Image while the Image is incorporated with or onto any item of merchandise or other creative work; to develop new features and services; to archive the Image; and to protect the Image.

In the Submission Agreement to the Contest, Vizi Affiliates who submit their photos to the ViziContests additionally grant Vizi365 a perpetual, non-exclusive, assignable, fully-paid, royalty-free, worldwide license to sublicense all of Vizi365's rights to third parties.

In the Submission Agreement to the Contest, Vizi Affiliates who submit their photos to the ViziContests additionally grant Vizi365 the right but not the obligation to use Vizi Affiliate's name, trademarks, and trade names in connection with marketing and promotional activities.

These licenses will survive the termination of any relationship between Vizi Affiliate and Vizi365.

### 12.2.3. Uses Of The Image

Vizi365 and any of Vizi365's customers will have the right, but not the obligation, to credit Vizi Affiliate with the work and to modify the work for any purpose other than illegal purposes and pornographic purposes. Vizi Affiliate agrees to waive any objections to these terms.

A copy of Vizi365's standard contract with Customers containing the licensing terms is available in three areas: 1) at the end of the shopping cart to be checked each time Affiliates or Customers purchase Vizi products, 2) in the Resources of the Affiliate's account with Revolution and 3) on the Legal Documents page of the website.

Vizi365 is not responsible for third-party violations of contracts with Vizi365.

#### 12.2.4. How To Respond To Infringement

If a Vizi Affiliate finds a photograph previously submitted to a ViziContest being used by third parties, the Vizi Affiliate must first verify that Vizi365 did not sublicense the image to that third party before attempting to enforce the copyright.

The Vizi Affiliate should report the potentially infringing image to [contactus@vizi365.com](mailto:contactus@vizi365.com). Vizi365 will verify whether it licensed the image in question.

The Vizi Affiliate shall not take any copyright enforcement action on any photo submitted to a ViziContest without getting written permission from Vizi365 in advance.

## Section 13 - Definitions

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**Active Customer** — A Customer who purchases Vizi365 products during a particular month.

**Active Affiliate** — An Affiliate who has purchased or renewed at least one Business Center.

**Affiliated Party** - A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

**Agreement** - The contract between the Company and each Affiliate includes the Affiliate Application and Agreement Terms and Conditions, the Vizi365 Policies and Procedures, the Vizi Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by Vizi365 in its sole discretion. These documents are collectively referred to as the “Agreement.”

**Starter Kit** — A selection of Vizi365 training materials and business support literature that comes with the Affiliate replicated website that each new Independent Marketing Affiliate receives upon signing up.

**Cancel** — The termination of an Affiliate’s business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

**Downline** — Your downline (or downline organization) consists of the Affiliates you personally enroll or sponsor (your first level Affiliates), the Affiliates that first level Affiliates enroll or sponsor, as well as the Affiliates that are subsequently enrolled or sponsored beneath them.

**Enroll** — The act of introducing a prospective Affiliate to Vizi365 and assisting them to execute an Affiliate Application and Agreement and thereby become a Vizi365 Affiliate. (Also see the definition of “Sponsor.”) These activities are called “enrolling” or “sponsoring”.

**Immediate Household** — Heads-of-households, spouses and dependent family members residing in the same residence.

**Level** — The layers of downline Customers and Affiliates in a particular Affiliate’s downline. This term refers to the relationship of an Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A’s fourth level.

**Mentoring** — Training sponsored Affiliates in their journey as Affiliates is called “mentoring” in Vizi365.

**Official Vizi365 Material** — Literature, audio or videotapes, websites, and other materials developed, printed, published and/or distributed by Vizi365 to Affiliates.

**Rank** — The “title” that an Affiliate holds pursuant to the Vizi Compensation Plan. “Title Rank” refers to the highest rank an Affiliate has achieved in the Vizi Compensation Plan at any time.

**Recruit** — For purposes of Vizi365's Conflict of Interest Policy (Section 4.10), the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Vizi365 Affiliate or Customer to enroll or participate in another multi-level marketing, network marketing or direct sales opportunity.

**Replicated Website** – A website provided by Vizi365 to Affiliates that utilizes website templates developed by Vizi365.

**Resalable** — Because Vizi products are digital, they are not resaleable. Customers can purchase Vizi products for personal use only.

**Retail Customer** — An individual who purchases Vizi365 products from or through an Affiliate but who is not a participant in the Vizi Compensation Plan.

**Retail Sales** – Sales to a Retail Customer.

**Social Media** - Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user-generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

**Sponsor** — An Affiliate who enrolls a Customer or another Affiliate into the Company and is listed as the Sponsor on the Affiliate Application and Agreement. The act of enrolling others is called "sponsoring" in Vizi365.

**Upline** — This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Affiliate to the Company.