

Terms and Conditions

These Terms and Conditions, in their present form and as amended at the sole discretion of AMEGA Worldwide, Inc. (hereafter “AMEGA” or the “Company”), are incorporated into, and form an integral part of, the AMEGA Independent Business Associate (“BA”) Agreement. Throughout these Terms and Conditions, when the term “Agreement” is used, it collectively refers to the AMEGA Independent Business Associate Application and Agreement, the AMEGA Policies and Procedures, the AMEGA Marketing and Compensation Plan Document, and the AMEGA Business Entity Application (if applicable).

These documents are incorporated by reference into the AMEGA Independent Business Associate Agreement (all in their current form and as amended by AMEGA). It is the responsibility of each Business Associate (BA) to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of the Agreement.

It is your duty and responsibility to be familiar with your rights and obligations under these Terms and Conditions.

These Terms and Conditions disclose policies that relate to your enrollment as a BA. The entire Agreement governs the manner in which you transact your business with AMEGA and conduct your business as an independent Business Associate. It also governs the manner in which you conduct your AMEGA business in relationship to your personal business prospects, downline organization, personal customer prospects and personal customers. AMEGA reserves the right to change, at its discretion, any of these Terms and Conditions to accommodate evolving business needs. It is your responsibility to read them periodically to stay abreast of any such changes.

Please read these terms and conditions carefully. By accessing the website, logging into your CyberOffice or accepting commissions you agree to be bound by the following Terms and Conditions and the entire Agreement. If you do not accept any of these Terms and Conditions, in whole or in part, you must immediately terminate your business relationship with AMEGA.

1. Becoming an AMEGA Business Associate

- a. Submit a properly completed BA Application and Agreement to Amega either in hard copy or online format;
- b. Submit an IRS form W-9.
- c. Any person of legal age in their country (or 18 years old and above) can be an AMEGA BA. AMEGA reserves the right to accept or reject any BA Application without providing explanation or reason. AMEGA also reserves the right not to entertain any appeal in cases of rejection.
- d. Upon confirmation as an AMEGA BA, a person shall not act as an authorized representative, agent,

partner, joint venture participant or employee of AMEGA in any transaction, nor have any expressed, implied or extensible authority to bind or make any expressed or implied representation or warranty on behalf of the Company, without its expressed written consent.

- e. AMEGA Business Associates are authorized to purchase products from AMEGA and refer new Business Associates or Customers to AMEGA in accordance with the Agreement.
- f. AMEGA Business Associates are eligible to receive commissions and/or bonuses in accordance with the AMEGA Compensation Plan as expressed in company literature. Business Associates are responsible for paying all taxes, tariffs, shipping and brokerage fees applicable in their respective locales.
- g. To qualify to enroll as a BA in the United States, the enrolling BA must reside in the United States or U.S. Territories and have a valid Social Security Number or Federal Tax ID number.
- h. A BA may enroll as an individual or as a Corporate entity.
- i. No person shall be allowed to have more than one BA account with AMEGA.
- j. The only required purchase to become a BA is an “at cost” Starter Kit which is purchased at the time of enrollment.

New Business Associates will be prompted to submit their W-9 to Amega when they log into their CyberOffice. They will be permitted to log-in up to ten times, before submitting a W-9. Thereafter, no log-in will be allowed, and the Business Associate's business will be placed on suspension, until a properly completed W-9 is received by the Company. Any business remaining on suspension for 60 days will be canceled.

2. Term and Renewal of Your Amega Business

The term of the BA Agreement is one year from the date of its acceptance by Amega. Business Associates must renew their BA Agreement each year by paying a nominal annual renewal fee on or before the anniversary date of their BA Agreement. Business Associates will be notified of their upcoming anniversary via notice in their CyberOffice. If the renewal fee is not paid within 30 days after the expiration of the current term of the BA Agreement, the BA Agreement will be canceled.

Business Associates may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the Business Associate's credit card on file with the Company or deducted from the Business Associate's commission check if the charge is denied by the credit card company. The Company will issue notice of the impending charge approximately two weeks prior to the charge. If the BA has sufficient commissions pending at the time of renewal, The BA can elect to have the renewal fee deducted from the commission amount.

3. BA Benefits

Once a BA Application and Agreement has been accepted by Amega, the benefits of the Marketing and Compensation Plan and the BA Agreement are available to the new BA. These benefits include the right to:

- Sell Amega products and services and develop a personal retail sales customer base;
- Participate in the Amega Marketing and Compensation Plan (receive bonuses and commissions, if eligible);
- Enroll Preferred Customers or sponsor other individuals as Business Associates into the Amega business and thereby, build a marketing organization and progress through the Amega Marketing and Compensation Plan;
- Receive periodic Amega literature and other Amega communications;
- Participate in Amega-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 Amega for its Business Associates.

4. Cancellation of Enrollment Order

Cooling Off Period - When a new BA enrolls, purchasing a Business Kit and any additional Amega products as an initial purchase, this contract and purchase may be canceled within seven business days after the sale for a full refund, including standard shipping (not expedited shipping), consistent with the cancellation notice on the Business Associate Agreement.

Products returned under this policy must be returned in unopened or resalable condition.

5. Product Return and Exchange Policy

a. Guarantee

Amega Worldwide offers a 30-day guarantee on wholesale purchases, beginning on the date of courier-verified delivery.

Business Associates must call Amega Worldwide Customer Support to make arrangements for return of the product (see return/exchange procedures).

Products returned under this policy in unopened or resalable condition will be assessed a 10% restocking fee, not including shipping. If the product is not resalable, a 20% restocking fee will be applied. Amega will not reimburse the BA for return shipping. Instead of a refund, the BA may choose to exchange the product for another Amega product of equal or greater value. The amount applied to the

exchange will be the wholesale price, minus any restocking fees that apply.

b. Exchanges

Amega Worldwide offers a 60-day exchange policy on wholesale purchases, beginning on the date of courier-verified delivery. The exchange may only be for Amega products of equal or greater value.

Purchases that were made from a stockist or an Amega Country Office other than Amega Worldwide must be exchanged through the originating stockist or Amega Country Office.

Business Associates must call Amega Worldwide Customer Support to make arrangements for exchange of the product (see return/exchange procedures).

Products returned under this policy in Resalable condition will be exchanged for the entire wholesale cost minus a restocking fee, not including shipping. If the product is resalable, a 10% restocking fee will be applied. If the product is Not Resalable, a 20% restocking fee will be applied.

- **Damaged Products** - AMEGA Business Associates can exchange damaged products within 60 days from the date that the product was shipped to them. Business Associates who wish to exchange damaged items must first contact the corporate office and obtain an RMA number which must be prominently displayed on the package in which the item(s) are being returned. Packages without an RMA number will be refused by AMEGA. Once the item(s) has been received by AMEGA, a replacement will be shipped to BA at no additional cost.
- **Unused Products** - A BA may return unused products to Amega within the "cooling off" period after their initial enrollment in exchange for products of equal value or apply the purchase amount toward the purchase of a product of higher value. After the initial "cooling off" period, AMEGA Business Associates who order Upgrade or Personal Sale products do so with the understanding that those products cannot be returned to AMEGA except in exchange for damaged products. As an independent business owner, each BA takes it upon himself/herself to order products at wholesale price as and when the need arises. Since AMEGA Business Associates are engaging in product based marketing, the company does not allow return of

- products, as commission is credited daily to the
- Used Products - A BA can exchange their used products (must be in good order and condition) for products of same value or higher by topping up the difference within 60 days from the date of purchase. A 20% restocking fee will be assessed on all used products that are returned for exchange. Only products purchased from the Amega Worldwide can exercise the exchange. Products that were purchased from another country office or stockist cannot be exchanged by the North America corporate office. Products which are suspected to be used or tampered with require a minimum of one week for management assessment and approval.
- Purchases that were made from a stockist or a country office other than Amega Worldwide must be exchanged through the originating stockist or Amega Country Office.

c. Defective or Broken Products

Amega Worldwide will replace any product that is defective, damaged or broken upon delivery. Business Associates have seven days, beginning on the date of courier-verified delivery to contact Amega and arrange for this exchange.

Business Associates must call Amega Worldwide Customer Support to make arrangements for exchange of the product (see return/exchange procedures).

Products returned under this policy will be replaced for the exact same product only and all standard shipping (not expedited shipping) will be paid by Amega.

d. Incorrect Order

Amega Worldwide will exchange any product that is the result of an incorrect order fulfillment. Business Associates have seven days, beginning on the date of courier-verified delivery to contact Amega and arrange for this exchange.

Business Associates must call Amega Worldwide Customer Support to make arrangements for exchange of the product (see return/exchange procedures).

Products returned under this policy will be replaced for the exact same product that they purchased and all standard shipping (not expedited shipping) will be paid by Amega.

e. Refused Shipments

If a BA refuses shipment of an order and they were not instructed to do so by Amega Customer Support, a 25% restocking fee shall apply. Amega will not refund or

sponsor.
reimburse any shipping costs.

f. Return of Inventory and Sales Aids upon Cancellation

Upon self-cancellation of a Business Associate's Agreement, Business Associates may only return Starter Kits and Sales Aids they personally purchased from Amega Worldwide Inc. Sales Aids purchased from third party websites cannot be returned to Amega.

Business Associates may only return Starter Kits, products and sales aids that they personally purchased from Amega Worldwide, Inc. (purchases from other Business Associates or third parties are not subject to refund) and which are in Resalable (see Definition of "Resalable" 8.2.9) condition and which have been purchased within one year prior to the date of cancellation.

Upon receipt of a Resalable Starter Kit and/or Resalable products and sales aids, the BA will be reimbursed 90% of the net cost of the original purchase price(s). Shipping charges incurred by a BA when the Starter Kit, products or sales aids were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account.

g. Resalable Items

Only product that is returned to Amega will be considered for refund.

A restocking fee for Resalable items may apply. A product is considered to be Resalable if it meets all of the following conditions:

- The product is unopened
- The product is unused
- The packaging and labeling has not been altered or damaged

A restocking fee for Non-Resalable items will apply. A product is considered to be not Resalable if it meets any of the following conditions:

- The product is opened
- Part of the consumable products have been used
- Any tags or seals have been broken
- The products being returned have been damaged. (Except in the case of Shipping damage)

h. Non-Refundable Products

No refunds will be issued for returned products that meet any of the following conditions:

- Missing parts such as sleeves or boxes
- Missing components of a Pack. (ie missing a wand, pendant, or other component) or,

If a product is returned that meets any of these conditions, it is the responsibility of the BA to contact Amega for further instructions.

i. Commission Adjustments

On all orders returned, any commissions earned will be deducted. This “claw back” of commissions is not limited to sponsors only but also to commissions that were paid out as part of the Team Generation Bonus for all seven generations that were affected by the sale and subsequent enrollment cancellation or product return. If the commissions have already been paid, the value of those commissions will be deducted from the Business Associate’s next commission release.

j. Terminated BAs

Business Associates who are terminated for violations of these Policies and Procedures are not eligible for a refund under this policy.

6. Credit Card Chargebacks and Disputes

A fee of \$49 will be assessed against the credit card of any customer or BA who initiates a chargeback for purchases made. Alternatively, Amega may choose to assess this fee from any unreleased commissions on the Business Associate’s account.

Customers and Business Associates are encouraged to utilize the proper processes as described above to return product and receive refunds for any product returns.

If a BA initiates a chargeback, their account will be frozen and they will be ineligible to acquire new commissions until the account is unfrozen. The account will remain frozen until such time as the BA rescinds the chargeback.

7. Delivery of Products

AMEGA will dispatch the products ordered upon receipt of payment, and you should receive your products within a maximum of 10 days for local shipments and 17 days for international deliveries. However AMEGA will not be held responsible or liable for late or delayed delivery caused by logistic, shipping and other natural disasters or events deemed to be beyond our control.

Products will be shipped to the address you have provided AMEGA by a secured and insured courier service. The products must be received by you personally or an

- Is an expired consumable or,
- Is a consumable and has been fully used or,
- Is a Sales Aid that is no longer applicable (ie: material that is no longer sold)

authorized person. Any Tariff, Customs, or Brokerage fees will be borne by the BA.

Shipping charges are not included in the product price. However, in the event of a wrong address being given through no fault of AMEGA, additional shipping charges for receiving and re-delivery of the product shall be borne by the Business Associate’s account.

By law, AMEGA cannot ship product to an address that is in a different country than that which is listed as the billing address for the purchaser. This is to satisfy tax requirements by the respective countries.

If AMEGA is unable to deliver any requested product because of unavoidable circumstances - such as product shortage or discontinuation - AMEGA has the right to replace the requested product with another of the same or higher value.

8. Exclusive Rights

These Terms and Conditions, together with the AMEGA ADP/CDP Program and Policies and Procedures, constitute the entire understanding of the parties with respect to the subject matter. They may be amended from time to time as the Company deems appropriate and reasonable. The list of Business Associates sponsored to AMEGA shall constitute commercially advantageous proprietary assets and trade secrets of AMEGA, which the Company has agreed to hold confidential. Whereas AMEGA owns the Business Associates list and the business opportunity attendant upon it, the Company also reserves the right to work independently with any Business Associates and may use its list at its discretion.

9. Waiver

AMEGA reserves its right to insist on compliance with these Terms and Conditions, or with any applicable laws governing the conduct of business in the respective countries. Any failure by the Company to exercise any rights stated in these Terms and Conditions, or any failure to insist upon strict compliance, shall not constitute a waiver of AMEGA’s right to demand exact compliance therewith.

It shall constitute an integral part of these Terms and Conditions any Regulation, Instruction, Condition and/or Policies including, Direct Purchase Bonus, New Business Startup, Travel Incentive Trip policy issued by AMEGA or that which may be issued/amended from time to time in AMEGA’s website, releases, bulletins and/or any other publication thereof.



Any waiver by AMEGA can only be effected in contracts or agreements specified in writing by an authorized AMEGA officer.