



POLICIES and PROCEDURES (US)

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Purely Giving Inc. (hereinafter referred to as “Purely Giving” or the “Company”) recognizes that in order to develop a long-term and mutually rewarding relationship with its salesforce (“Members”) and Customers, Purely Giving and its Members must acknowledge and respect the true nature of the relationship and support the Customers.

- A. In the spirit of mutual respect and understanding, Purely Giving is committed to:
- I. Providing prompt, professional, and courteous service and communications to all of its Members and Customers;
 - II. Provide the highest level of quality products, at fair and reasonable prices;
 - III. Exchange or refund the purchase price of any product, service or membership as provided in our *Return Policy*;
 - IV. Deliver orders promptly and accurately;
 - V. Pay commissions accurately and on a timely basis;
 - VI. Expedite orders or checks if an error or unreasonable delay occurs;
 - VII. Roll out new products and programs with Member input and planning;
 - VIII. Implement changes in the Rewards Plan or Policies and Procedures that affect the Member with input from the Members;
 - IX. Support, protect, and defend the integrity of the Purely Giving Business Opportunity;
 - X. Offer Members an opportunity to grow with Purely Giving with such growth guided by the principles of Servant Leadership.
- B. In return, Purely Giving expects that its Members will:
- I. Conduct themselves in a professional, honest, and considerate manner;
 - II. Present Purely Giving Corporate and product information in an accurate and professional manner;
 - III. Present the Rewards Plan and Return Policy in a complete and accurate manner;

- IV. Not make exaggerated income or product performance claims;
- V. Make reasonable effort(s) to support and train Members and Customers in their downline;
- VI. Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
- VII. Provide positive guidance and training to Members and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Member is discouraged from providing cross-line training to a Member or Customer in a different organization without first obtaining consent of the Member's or Customer's upline leader;
- VIII. Support, protect, and defend the integrity of the Purely Giving Business Opportunity;
- IX. Accurately complete and submit the Member Agreement and any requested supporting documentation in a timely manner.

1.2 Purely Giving Policies and Rewards Plan Incorporated into the Member Agreement

- A. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Purely Giving Member Agreement, these Policies and Procedures, and the Purely Giving Rewards Plan.
- B. It is the responsibility of the Sponsoring Member to provide the most current version of these Policies and Procedures (available on the Purely Giving website, www.PurelyGiving.com) and the Purely Giving Rewards Plan to each applicant prior to his, her and/or its execution of a Member Agreement.

1.3 Purpose of Policies

- A. Purely Giving is a direct sales company that markets products and services through a network of sales representatives. To clearly define the relationship that exists between Members and Purely Giving, and to explicitly set a standard for acceptable business conduct, Purely Giving has established these Policies and Procedures.
- B. Purely Giving Members are required to comply with: (i) all of the Terms and Conditions set forth in the Member Agreement, which Purely Giving may amend from time to time in its sole discretion without prior notification to any Member; (ii) all federal, state, and/or local laws governing his, her and/or its Purely Giving business; and (iii) these Policies and Procedures.
- C. Purely Giving Members must review the information in these Policies and Procedures carefully and regularly. Should a Member have any questions regarding a policy or rule, the Member is encouraged to seek an answer from their Sponsor or any other upline Member. If further clarification is needed the Member may contact Purely Giving Customer Service.



1.4 Changes, Amendments, and Modifications

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Purely Giving reserves the right to amend the Agreement (Purely Giving Agreement, these Policies and Procedures, and the Purely Giving Rewards Plan) and the prices in its Purely Giving Product Price List in its sole and absolute discretion and without prior notice. Purely Giving will post current Policies and Procedures, pricing, and other documents on the website and in the back office so all Members have access to current Policies, information, and documents. ***This provision does NOT apply to the arbitration clause found in Section 13, which can only be modified via mutual consent.***
- B. Any such amendment, change, or modification shall be effective immediately.

1.5 Delays

Purely Giving shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and/or weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective when posted and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming a Purely Giving Member

- A. To become a Member, an applicant must comply with the following requirements:
 - I. Be of the age of majority (not a minor) in his or her state of residence;
 - II. Reside or have a valid address in the United States or U.S. territory;
 - III. Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number, etc.);
 - IV. Submit a properly completed and signed Member Agreement to Purely Giving;
 - V. Not be a Purely Giving employee, the Spouse of a Purely Giving employee or related to an employee of Purely Giving and living in the same household as such Purely Giving employee.

2.2 New Member Registration

- A. A potential new Member may self-enroll on the Sponsor’s website. In such event, instead of a physically signed Member Agreement, Purely Giving will accept the web-enrollment and Member Agreement by



accepting the “electronic signature” stating the new Member has accepted the Terms and Conditions of such Member Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Member and Purely Giving.

- B. Purely Giving reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested the signed Member Agreement must be received by Purely Giving within fourteen (14) days of Purely Giving’s request.
- D. Signed documents, including, but not limited to, Member personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Member’s Membership.

2.3 Rights Granted

- A. Purely Giving hereby grants to the Member a non-exclusive right, based upon the Terms and Conditions contained in the Member Agreement and these Policies and Procedures, to:
 - I. Purchase Purely Giving products and services;
 - II. Promote and sell Purely Giving products and services; and
 - III. Sponsor new Members and Customers in the United States and in countries where Purely Giving may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

- A. Each Member is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to Purely Giving on the Member Agreement. Purely Giving reserves the right to withhold commission payments from any Member who fails to provide such information or who provides false information.
- B. Upon enrollment, Purely Giving will provide a Purely Giving Identification Number to the Member. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Member Agreement

- A. If the Member allows his or her Member Agreement to expire due to nonpayment, the Member will lose any and all rights to his, her, or its downline organization unless the Member re-activates within sixty (60) days following the expiration of the Agreement.
- B. If the former Member re-activates within the 60-day time limit, the Member will resume the rank and position held immediately prior to the expiration of the Member Agreement. However, such Member’s paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new



month. The Member is not eligible to receive commissions for the time period that the Member's Membership was expired.

- C. Any Member who was terminated or who's Agreement has expired and lapsed the 60-day grace period is not eligible to re-apply for a Purely Giving business for six (6) months following the expiration of the Member Agreement.
- D. The downline of the expired Member will roll up to the immediate, active upline Sponsor.

2.6 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a Purely Giving Member. This Member business and position will remain *temporary* until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. Purely Giving must receive these documents within fourteen (14) days from the date the Member Agreement was signed.
- B. A Purely Giving Member may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, or trust, or from one type of business entity to another.

2.7 Independent Business Relationship; Indemnification for Actions

- A. The Purely Giving Member is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Member's success depends on his or her independent efforts. Further each Purely Giving Member is responsible for all of the costs incurred in the operation of their Purely Giving business including but not limited to communication, travel, business meetings, insurance and other day to day costs as may be incurred.
- B. The Agreement between Purely Giving and its Members does not create an employer/employee relationship, agency, partnership, or joint venture between Purely Giving and the Member.
- C. A Purely Giving Member shall not be treated as an employee of Purely Giving for any purposes, including, without limitation, for federal or state tax purposes. All Members are responsible for paying local, state, and federal taxes due from all compensation earned as a Member of Purely Giving. Any other compensation received by Members from Purely Giving will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Member has no express or implied authority to bind Purely Giving to any obligation or to make any commitments by or on behalf of Purely Giving. Each Member, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the Member Agreement, these Policies and Procedures and applicable State, Federal, Municipal or County laws and regulations.
- D. The Purely Giving Member is fully responsible for all of his or her verbal and written communications made regarding Purely Giving products, services, and the Rewards Plan that are not expressly contained within official Purely Giving materials. Members shall indemnify and hold harmless Purely Giving, its



directors, officers, employees, product suppliers and agents from any and all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Purely Giving as a result of the Member's unauthorized representations or actions. This Provision shall survive the termination of the Purely Giving Member Agreement.

2.8 Insurance

- A. Business Pursuits Coverage. Purely Giving encourages Members to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. Purely Giving Members are encouraged to contact their insurance agent(s) to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

2.9 Errors or Questions

- A. If a Member has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Member must notify Purely Giving in writing within thirty (30) days of the date of the error or incident in question. Any such errors, omissions, or problems not reported within 30 days shall be deemed waived by the Member.

3.0 PURELY GIVING MEMBER RESPONSIBILITIES

3.1 Correct Addresses

- A. It is the responsibility of the Member or Customer to make sure Purely Giving has the correct shipping address before any orders are shipped.
- B. A Member or Customer will need to allow up to thirty (30) days for processing after the notice of address change has been received by Purely Giving.
- C. A Member or Customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any Purely Giving Member who Sponsors another Member into Purely Giving must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her Purely Giving business. Sponsoring Members should have ongoing contact and communication with the Members in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, email, personal meetings, accompaniment of downline Members to Purely Giving meetings, training sessions and any other related functions.
- B. A Sponsoring Purely Giving Member should monitor the Members in his or her downline organizations to ensure that downline Members do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Member should be able to provide documented evidence to Purely Giving of his or her ongoing fulfillment of the responsibilities of a Sponsor.

- C. Upline Members are encouraged to motivate and train new Members about Purely Giving’s products and services, effective sales techniques, the Purely Giving Rewards Plan and compliance with company Policies and Procedures.
- D. Marketing product is a required activity in Purely Giving and must be emphasized in all recruiting presentations.
- E. We emphasize and encourage all Members to sell Purely Giving products and services to Customers.
- F. Use of Sales Aids. To promote both the products and the opportunity Purely Giving offers, Members must use the sales aids and support materials produced by Purely Giving. If Purely Giving Members develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Members’ good intentions, they may unintentionally violate any number of statutes or regulations affecting the Purely Giving business. These violations, although they may be relatively few in number, could jeopardize the Purely Giving opportunity for all Members. Accordingly, Members must submit all written sales aids, promotional materials, advertisements, web sites and other literature to the Company for Company’s approval prior to use. All Members shall safeguard and promote the good reputation of Purely Giving and its products. The marketing and promotion of Purely Giving, the Purely Giving opportunity, the Rewards Plan, and Purely Giving products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. Any Member who engages in unethical business building practices is subject to disciplinary action by Purely Giving including commission fines and involuntary account termination.

3.3 Constructive Criticism; Ethics

- A. Purely Giving desires to provide its independent Members with the best products and services and Rewards Plan in the industry. Accordingly, Purely Giving values constructive criticism and encourages the submission of written comments addressed to Purely Giving Compliance department.
- B. Negative and disparaging comments about Purely Giving, its products or Rewards Plan, by Members in the Field or at Purely Giving meetings or events, or disruptive behavior at Purely Giving meetings or events, serve no purpose other than to dampen the enthusiasm of other Purely Giving Members. Purely Giving Members must not belittle Purely Giving, other Purely Giving Members, Purely Giving products or services, the Rewards Plan, or Purely Giving directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Purely Giving.
- C. Purely Giving endorses the following code of ethics:
 - I. A Purely Giving Member must show fairness, tolerance, and respect to all people associated with Purely Giving, regardless of race, gender, social class, or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
 - II. A Member shall strive to resolve business issues, including situations with upline and downline Members, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.

- III. Purely Giving Members must be honest, responsible, professional, and conduct themselves with integrity.
 - IV. Purely Giving Members shall not make disparaging statements about Purely Giving, other Members, Purely Giving employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Rewards Plan, or make statements that unreasonably offend, mislead or coerce others.
- D. Purely Giving may take appropriate action against a Member if it determines, in its sole discretion, that a Member's conduct is detrimental, disruptive, or injurious to Purely Giving or to other Members.

3.4 Reporting Policy Violation

- A. A Member who observes a policy violation by another Member should submit a written and signed letter (email will not be accepted) of the violation directly to the Purely Giving Corporate Compliance department (compliance@Purely Giving.com). The letter shall set forth the details of the incident as follows:
- I. The nature of the violation;
 - II. Specific facts to support the allegations;
 - III. Dates;
 - IV. Number of occurrences;
 - V. Persons involved; and
 - VI. Supporting documentation
- B. Once the matter has been presented to Purely Giving, it will be researched thoroughly by the Compliance department and appropriate action will be taken if required. Compliance investigations, findings, and discipline are confidential and the Compliance department is not required to disclose any information regarding investigation or disciplinary actions to anyone except for the Member(s) who may have corrective action taken against them by Purely Giving Compliance.
- C. This section refers to the general reporting of Policy violations as observed by other Members for the mutual effort to support, protect, and defend the integrity of the Purely Giving business and opportunity. If a Member has a grievance or complaint against another Member which directly relates to his or her Purely Giving business, the Procedures set forth in these Policies must be followed.

3.5 Sponsorship

- A. The Sponsor is the person who introduces a Member or Customer to Purely Giving, helps them complete their enrollment, and supports and trains those in their downline.



- B. Purely Giving recognizes the Sponsor as the name(s) shown on the first:
 - I. Physically signed Purely Giving Member Agreement on file; or
 - II. Electronically signed Member Agreement from a website or a Purely Giving Members website.
- C. A Member Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Purely Giving.
- D. Purely Giving recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Purely Giving will not allow Members to engage in unethical sponsoring activities.
- E. All active Members in good standing have the right to Sponsor and enroll others into Purely Giving. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Member will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Member who presented a comprehensive introduction to Purely Giving products or the Purely Giving business opportunity.
- F. A *Protected Prospect* is a guest of any Purely Giving Member or Customer who attended a Purely Giving event or conference call. For sixty (60) days following the date of the event, a Protected Prospect cannot be solicited or sponsored by any other Purely Giving Member who attended the same event. A Purely Giving event can be defined as the following:
 - I. Any Purely Giving training session;
 - II. Conference call;
 - III. Fly-in meeting; or
 - IV. Presentation, including but not limited to a Purely Giving at home presentation, whether sponsored by Purely Giving, a Member, a Customer, or an agent or agency designated by Purely Giving.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Member Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Purely Giving, sanctions up to and including termination of a Member’s Membership may be imposed.
- B. The use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this Policy is not permitted.



- C. This Policy does not prohibit the transfer of a Purely Giving business in accordance with Purely Giving Sale or Transfer Policy set forth in these Policies.

3.7 Adherence to the Purely Giving Rewards Plan

- A. A Member must adhere to the Terms of the Purely Giving Rewards Plan as set forth in these Policies and Procedures as well as in official Purely Giving literature. Deviation from the Rewards Plan is prohibited. Purely Giving reserves the right to, in its sole discretion, determine who goes on company Lifestyle Trips (also known as incentive trips or rewards trips).
- B. A Member shall not offer the Purely Giving opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Purely Giving literature.
- C. A Member shall not require or encourage a current or prospective Customer or Member to participate in Purely Giving in any manner that varies from the Rewards Plan as set forth in official Purely Giving literature. Purchase of product is not required to become a Purely Giving Member.
- D. A Member shall not require or encourage a current or prospective Customer or Member to make a purchase from or payment to any individual or other entity as a condition to participating in the Purely Giving Rewards Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Members because of the nature of the business. However, Members must check their local laws and obey the laws that do apply to them.
- B. A Purely Giving Member shall comply with all federal, state, and local laws and regulations in their conduct of his or her Purely Giving business.

3.9 Compliance with Applicable Income Tax Laws

- A. Purely Giving will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US Member whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Purely Giving products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Member, and a minimum charge of \$20 may be assessed by Purely Giving.
- B. A Member accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an independent Member, and further agrees to indemnify Purely Giving from any failure to pay such tax amounts when due.
- C. If a Member's business is tax exempt, the Federal Tax Identification number must be provided to Purely Giving in writing.



- D. Purely Giving encourages all Members to consult with a tax advisor for additional information for their business.

3.10 One Purely Giving Business Per Member

A Member may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Purely Giving business. No individual may have, operate, or receive compensation from more than one Purely Giving businesses. Individuals of the same family unit may each enter into or have an interest in their own separate Purely Giving businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as Spouses and dependent children living at or doing business at the same address.

3.11 Actions of Household Members or Affiliated Parties

If any member of a Member’s immediate household engages in any activity which, if performed by the Member, would violate any provision of the Agreement, such activity will be deemed a violation by the Member and Purely Giving may take disciplinary action pursuant to these Policies and Procedures against the Member. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Purely Giving may take disciplinary action against the Business Entity. Likewise, if a Member enrolls in Purely Giving 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.

3.12 No Violation of Previous Agreement

You agree that you are not currently in material breach of, and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation or covenant (such as a covenant not to compete located in a prior agreement).

3.13 Solicitation for Other Companies or Products

- A. A Purely Giving Member may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for one (1) year thereafter, a Purely Giving Member may not recruit any Purely Giving Member or Customer for any other direct sales or network marketing business, unless that Member or Customer was personally sponsored by such Member.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Member or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Member’s actions are in response to an inquiry made by another Member or Customer.
- C. During the term of this Agreement and for a period of six (6) months thereafter, any Purely Giving Member must not sell, or entice others to sell, any competing products or services, including training materials, to Purely Giving Customers or Members. Any product or service in the same category as a



Purely Giving product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality). This provision does not apply where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons).

- D. However, a Member may sell non-competing products or services to Purely Giving Customers and Members that they personally sponsored.
- E. A Member may not display or bundle Purely Giving products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Member into believing there is a relationship between the Purely Giving and non-Purely Giving products and services.
- F. A Purely Giving Member may not offer any non-Purely Giving opportunity, products or services at any Purely Giving related meeting, seminar or convention, or immediately following a Purely Giving event.
- G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Purely Giving and its Members and would inflict irreparable harm on Purely Giving. In such event, Purely Giving may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Member or such Member's Memberships including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.14 Presentation of the Purely Giving Opportunity

- A. In presenting the Purely Giving opportunity to potential Customers and Members, a Member is required to comply with the following provisions:
 - I. A Member shall not misquote or omit any significant material fact about the Rewards Plan.
 - II. A Member shall make it clear that the Rewards Plan is based upon sales of Purely Giving products and services and upon the sponsoring of other Members.
 - III. A Member shall make it clear that success can be achieved only through substantial independent efforts.
 - IV. A Purely Giving Member shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Purely Giving opportunity or Rewards Plan to prospective Members or Customers.
 - V. A Member may not make any claims regarding products or services of any products offered by Purely Giving, except those contained in official Purely Giving literature.
 - VI. A Member may not use official Purely Giving material to promote the Purely Giving business opportunity in any country where Purely Giving has not established a "presence."
 - VII. In an effort to conduct best business practices, Purely Giving has developed the Income Disclosure Statement ("IDS"). The Purely Giving IDS is designed to convey truthful, timely, and



comprehensive information regarding the income that Purely Giving Members earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Members.

A copy of the IDS must be presented to a prospective Member anytime the Rewards Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include; (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one Member earned over a million dollars last year” or “Our average ranking Member makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher-ranking Members is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

3.15 Sales Requirements Are Governed by the Rewards Plan

- A. Purely Giving Members may purchase Purely Giving products and then re-sell them at any price they choose unless otherwise specified by Purely Giving or by any of its product suppliers on a per product basis. Purely Giving will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Purely Giving business.
- B. The Purely Giving program is built on sales to the ultimate consumer. Purely Giving encourages its Members to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Members must never attempt to influence any other Member to buy more products than they can reasonably use or sell to retail Customers in a month.
- C. Each Purely Giving Member commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** Purely Giving retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

4.0 ORDERING

4.1 TERMS OF SALE FOR AUTOMATIC ORDERS AND SHIPMENTS

A. Terms of Sale: By enrolling in our SAS (Subscribe & Save) program, Members agree to set up an automatic shipment with a scheduled fee that you agree to at the time of enrollment. Members agree their participation in the SAS program allows Purely Giving to store their credit card for use with future transactions, including SAS orders. Members may modify or cancel the order at any time prior to the order being shipped in your back office, by emailing, info@mypurelygiving.com or by calling Support at 801-415-9888. If the order has already been shipped, please refer to the return procedure found in our Return Policy.

4.2 CANCELTION POLICY



- A. Members who wish to cancel an order before it has shipped must contact Purely Giving Member Support at 801-415-9888. Purely Giving can only cancel orders before the order ships. If an order has already shipped, please refer to the return policy.

4.3 General Order Policies

- A. “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a Member or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Members or Customers (“phantoms”); (d) purchasing Purely Giving products or services on behalf of another Member or Customer, or under another Member’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or (f) any other 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.

A Member shall not use another Member’s or Customer’s credit card or debit another Member’s checking account to enroll in Purely Giving or purchase products or services without the account holder’s *written permission*. Such documentation must be kept by the Member indefinitely in case Purely Giving needs to reference this.

- B. In the event Purely Giving receives an order with an invalid or incorrect payment, Purely Giving will attempt to contact the Member by phone, mail or email in order to obtain another form of payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled.
- C. If a Member wants to move an order to another Member’s position, the Member must have prior authorization of all parties involved. Purely Giving will charge the Member a \$20 fee for processing.
- D. Prices are subject to change without notice.
- E. A Member or Customer who is a recipient of a damaged or incorrect order must notify Purely Giving within thirty (30) calendar days from receipt of the order and follow the Procedures for returns or replacement orders as set forth in these Policies.

4.4 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the Member or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Purely Giving by a Member or Customer of the Member from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Purely Giving from a Member’s future bonus and commission checks.



- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Member, constitute grounds for disciplinary sanctions.
- D. If a credit card order or automatic debit is declined the first time, the Customer or Member will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or Member may be deemed ineligible to purchase Purely Giving products or services or participate in the monthly SAS program.

4.5 Sales Tax Obligation

- A. The Member shall comply with all state and local taxes and regulations governing the sale of Purely Giving products and services.
- B. Purely Giving will collect and remit sales tax on Member orders unless a Member furnishes Purely Giving with the appropriate Resale Tax Certificate form. When orders are placed with Purely Giving, sales tax is prepaid based upon the suggested retail price. Purely Giving will remit the sales tax to the appropriate state, municipal and local jurisdictions. The Member may recover the sales tax when he or she makes a sale. Purely Giving Members are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- B. Purely Giving encourages each Member to consult with a tax advisor for additional information for his or her business.

4.6 Shipping Policy

- A. Purely Giving will ensure all orders will be shipped by the end of the next business day the order was placed. The shipping speed is determined by the shipping method you choose on your checkout page. If you have additional questions regarding shipping, please contact Purely Giving Support.
 - a. Standard Shipping: your order will be shipped using USPS, FedEx, or UPS, and the time until delivery will be an average of 3–9 business days.
 - b. 2 Day: your order will be shipped using USPS, FedEx, or UPS, and will deliver within 2 business days beginning the day after the order is shipped.
 - c. 1 Day: your order will be shipped using USPS, FedEx, or UPS, and delivery should occur 1 day after the shipment is sent.
 - d. International Shipping: International orders may be delayed due to additional cardholder verification that may be required. Shipments to addresses other than credit cardholder’s billing address may incur additional delays.
 - e. All other shipping options will arrive within 7–14 business days.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

- A. A Member must be active and in compliance with Purely Giving Policies and Procedures to qualify for bonuses and commissions. So long as a Member complies with the current Terms of the Agreement, Purely Giving shall pay commissions to such Member in accordance with the current Rewards Plan.



- B. Purely Giving will not issue a payment to a Member without the receipt of a completed and signed Purely Giving Member Agreement or Electronic Authorization.
- C. Purely Giving reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$20.

5.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and bonuses, a Member must be in good standing and comply with the Terms of the Agreement and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- B. A Purely Giving Member must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the 30-day “grace period” no additional requests will be considered for commission recalculations.
- C. For additional information on payment of commissions, please review the Rewards Plan.

5.3 Adjustments to Bonuses and Commissions for Returned Products or Member Memberships.

- A. A Member receives bonuses and commissions based on the actual sales of products and services to end consumers and to Members through product and service purchases. When a product or service is returned to Purely Giving for a refund from the end consumer or by a Member, the bonuses and commissions attributable to the returned product or service will be deducted from the Member who received bonuses or commissions on such sales.
- B. In the event that a Member terminates his or her Membership, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Purely Giving, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Purely Giving to the terminated Member.

6.0 Return Policy* and Process

The Company will refund the purchase price of our kits or product or exchange as follows:

30-Day Money Back Guarantee.

A. Inception (initial) Purchase

- a. Day 1-30: The Company has a 100% satisfaction guarantee and will refund 100% of the purchase price less membership/distributorship and handling fees, and applicable Commissions if postmarked by the 30th day from the order date.



- b. Day 31-365 (1 year) from the order date: 90% will be refunded less handling fees and applicable Commissions on unopened, unaltered, resalable, and restockable products or Sales Aids if postmarked within twelve months from the order date.
 - B. **First Paid Autoship**
 - a. Day 1-30: 100% of the purchase price will be refunded less handling fees and applicable Commissions on unopened, unaltered, resalable and restockable products or Sales Aides if postmarked by the 30th day from the order date.
 - b. Day 31-365 (1 year) from the order date: 90% will be refunded less handling fees and applicable Commissions on unopened, unaltered, resalable, and restockable products or Sales Aids if postmarked within twelve months from the order date.
 - C. **Subsequent Purchase(s)**
 - a. 90% of the purchase price will be refunded less handling fees and applicable Commissions on unopened, unaltered, resalable, and restockable products or Sales Aids if postmarked within twelve months from the order date.
- A. All returns, whether by a Customer, or Member, must be made as follows:
 - a. Obtain Return Merchandise Authorization (“RMA”) from Purely Giving;
 - b. Ship items to the address provided by Purely Giving Customer service when you are given your RMA;
 - c. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
- B. All returns must be shipped to Purely Giving pre-paid, as Purely Giving does not accept shipping collect packages. Purely Giving recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer, or Member. If returned product is not received at Purely Giving Distribution Center, it is the responsibility of the Customer, or Member to trace the shipment and no credit will be applied.
- C. The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by a Member, may constitute grounds for involuntary termination.

7.0 PRIVACY POLICY

7.1 Introduction

This Privacy Policy is to ensure that all Customers and Members understand and adhere to the basic principles of confidentiality.

7.2 Expectation of Privacy

- A. Purely Giving recognizes and respects the importance its Customers and Members place on the privacy of their financial and personal information. Purely Giving will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers’ and Members’ financial and account information and non-public personal information.
- B. By entering into the Member Agreement, a Member authorizes Purely Giving to disclose his or her name and contact information to upline Members solely for activities related to the furtherance of the Purely Giving business. A Member hereby agrees to maintain the confidentiality and security of



such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the Purely Giving business.

7.3 Employee Access to Information

Purely Giving limits the number of employees who have access to Customer's and Members' non-public personal information.

7.4 Restrictions on the Disclosure of Account Information

- A. Purely Giving will not share non-public personal information or financial information about current or former Customers or Members with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers' or Members' interests or to enforce its rights or obligations under these Policies and Procedures, or Member's Agreement or with written permission from the accountholder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

- A. By completing and signing the Purely Giving Member Agreement, the Member acknowledges that Business Reports, lists of Customer and Member names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Purely Giving pertaining to the business of Purely Giving (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Purely Giving.

8.2 Obligation of Confidentiality

- A. During the Term of the Purely Giving Member Agreement and for a period of five (5) years after the termination or expiration of the Member Agreement between the Member and Purely Giving, the Member shall not:
 - I. Use the information in the Reports to compete with Purely Giving or for any purpose other than promoting his or her Purely Giving business;
 - II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

- A. The Member acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Purely Giving and to independent Purely Giving businesses. Purely Giving and its Members will be entitled to injunctive relief or to recover damages against any Member who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses.



8.4 Return of Materials

- A. Upon demand by Purely Giving, any current or former Member will return the original and all copies of all "Reports" to Purely Giving together with any Purely Giving confidential information in such person's possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products

- A. A Purely Giving Member may not re-label, re-package, refill, or alter labels of any Purely Giving Product, service, information, material or program(s) in any way. Purely Giving products and services must only be sold in their original containers from Purely Giving. Such re-labeling or repackaging violates federal and state laws, which may result in criminal or civil penalties or liability.
- B. A Purely Giving Member shall not cause any Purely Giving product or service or any Purely Giving trade name to be sold or displayed in retail establishments except:
 - I. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons);
 - II. Where the retail establishment is owned or managed by the Member and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- C. Purely Giving will permit Members to solicit and make Commercial Sales upon *prior written approval* from Purely Giving. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:
 - I. Purely Giving products that equal or exceed \$5,000 in a single order;
 - II. Products sold to a third party who intends to resell the products to an end consumer.
- D. A Member may sell Purely Giving products and services and display the Purely Giving trade name at any appropriate display booth (such as trade shows) upon *prior written approval* from Purely Giving.
- E. Purely Giving reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Purely Giving opportunity.

9.2 Use of Company Names and Protected Materials

- A. A Purely Giving Member must safeguard and promote the good reputation of Purely Giving and the products and services it markets. The marketing and promotion of Purely Giving, the Purely Giving opportunity, the Rewards Plan, and Purely Giving products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.



- B. All promotional materials supplied or created by Purely Giving must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Purely Giving Compliance department.
- C. The name of Purely Giving, each of its product and service names and other names that have been adopted by Purely Giving in connection with its business are proprietary trade names, trademarks and service marks of Purely Giving. As such, these marks are of great value to Purely Giving and are supplied to Members for their use only in an expressly authorized manner.
- D. A Purely Giving Member's use of the name "Purely Giving" is restricted to protect Purely Giving proprietary rights, ensuring that the Purely Giving protected names will not be lost or compromised by unauthorized use. Use of the Purely Giving name on any item not produced by Purely Giving is prohibited except as follows:
 - I. [Member's name] Independent Purely Giving Member
 - II. [Member's name] Independent Member of Purely Giving products and services.
- E. Further procedures relating to the use of the Purely Giving name are as follows:
 - I. All stationary (i.e., letterhead, envelopes, and business cards) bearing the Purely Giving name or logo intended for use by the Member must be approved in writing by the Purely Giving Compliance department.
 - II. Purely Giving Members may list "Independent Purely Giving Member or Member" in the white pages of the telephone directory under his or her own name.
 - III. Purely Giving Members may not use the name Purely Giving or Purely Giving in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Purely Giving Member."
- F. Certain photos and graphic images used by Purely Giving in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Members. If a Member wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. A Purely Giving Member shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Purely Giving or its programs, products or services without prior written permission from the Purely Giving Compliance department.
- H. A Member may not produce for sale or distribution any Company event or speech, nor may a Member reproduce Purely Giving audio or video clips for sale or for personal use without prior written permission from the Purely Giving Compliance department.
- I. Purely Giving reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Member.

J. A Member shall not promote non-Purely Giving products or services in conjunction with Purely Giving products or services on the same websites or same advertisement without prior approval from Purely Giving Compliance.

K. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Purely Giving may not be made except those contained in official Purely Giving literature. In particular, no Member may make any claim that Purely Giving products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Purely Giving policies, but also, they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

9.3 Email - Limitations

A. Except as provided in this section, a Member may not use or transmit unsolicited email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her Purely Giving business. The exceptions are:

I. Emailing any person who has given prior permission or invitation;

II. Emailing any person with whom the Member has established a prior business or personal relationship.

B. In all states or territories where prohibited by law, a Member may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

C. All email or computer broadcasted documents subject to this provision shall include each of the following:

I. A clear and obvious identification that the email message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;

II. A clear return path or routing information;

III. The use of legal and proper domain name;

IV. A clear and obvious notice of the opportunity to decline to receive further commercial email messages from the sender;

V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;

- VI. The true and correct name of the sender, valid senders email address, and a valid sender physical address;
 - VII. The date and time of the transmission;
 - VIII. Upon notification by recipient of his or her request not to receive further emailed documents, a Purely Giving Member shall not transmit any further documents to that recipient.
- D. All email or computer broadcasted documents subject to this provision shall not include any of the following:
- I. Use of any third-party domain name without permission;
 - II. Sexually explicit materials.

9.4 Internet and Third-Party Website Restrictions

- A. A Member may not use or attempt to register any of Purely Giving trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, email addresses, web pages, or blogs.
- B. A Purely Giving Member may not sell Purely Giving products, services or offer the Business Opportunity using "online auctions," such as eBay®.
- C. Purely Giving products may not be displayed with other products or services.
- D. Social media sites may not be used to sell or offer to sell Purely Giving products or services. PROFILES A MEMBER GENERATES IN ANY SOCIAL COMMUNITY WHERE PURELY GIVING IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE MEMBER AS A PURELY GIVING MEMBER, and when a Member participates in those communities, Members must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at the sole discretion of Purely Giving, and offending Members will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Purely Giving approved library and be produced only by Purely Giving-approved vendors. If a link is provided, it must link to the posting Member's replicated website.
- E. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Members will be subject to disciplinary action.
- F. Members may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Members create or leave must be useful, unique, relevant, and specific to the blog's article.



- G. Members must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent Member for Purely Giving. Anonymous postings or use of an alias is prohibited.
- H. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Purely Giving income opportunity, Purely Giving's products and services, and/or your biographical information and credentials.
- I. Members are personally responsible for their postings and all other online activity that relates to Purely Giving. Therefore, even if a Member does not own or operate a blog or Social Media site, if a Member posts to any such site that relates to Purely Giving or which can be traced to Purely Giving, the Member is responsible for the posting. Members are also responsible for postings which occur on any blog or Social Media site that the Member owns, operates, or controls.
- J. As a Purely Giving Member, it is important to not converse with any person who places a negative post against you, other Members, or Purely Giving. Report negative posts to Purely Giving at [compliance@Purely Giving.com](mailto:compliance@PurelyGiving.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Purely Giving, and therefore damages the reputation and goodwill of Purely Giving.
- K. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Purely Giving therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Members using, or who wish to use, such sites adhere to the Purely Giving policies relating to third-party websites.
- L. If your Purely Giving business is canceled for any reason, you must discontinue using the Purely Giving name, and all Purely Giving trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent Purely Giving Member, you must conspicuously disclose that you are no longer an independent Purely Giving Member.
- M. Failure to comply with these Policies for conducting business online may result in the Member losing their right to advertise and market Purely Giving products, services and Purely Giving's business opportunity online, in addition to any other disciplinary action available under the Policies and Procedures.

9.5 Advertising and Promotional Materials

- A. You may not advertise any Purely Giving products or services at a price LESS than the highest company published, established retail price of ONE offering of the Purely Giving product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.



- C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Purely Giving Compliance department.
- D. All requests for approvals with respect to advertising must be directed in writing to the Purely Giving Compliance department.
- E. Blind ads are not permitted.

9.6 Testimonial Permission

- A. By signing the Purely Giving Member Agreement, a Member gives Purely Giving permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Purely Giving Business Opportunity, a Member waives any right to be compensated for the use of his or her testimonial or image and likeness even though Purely Giving may be paid for items or sales materials containing such image and likeness. In some cases, a Member's testimonial may appear in another Member's advertising materials.

9.7 Telemarketing – Limitations

- A. A Purely Giving Member must not engage in telemarketing in relation to the operation of the Member's Purely Giving business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Purely Giving products or services, or to recruit them for the Purely Giving opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") 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.
- C. While a Member may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Member to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
- D. "Cold calls" or "state-to-state calls" made to prospective Customers, or Members that promote either Purely Giving products, services or the Purely Giving opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

A Purely Giving Member may place telephone calls to prospective Customers, or Members under the following limited situations:

- I. If the Member has an established business relationship with the prospect;

- II. In response to the prospect's personal inquiry or application regarding a product or service offered by the Purely Giving Member, within three (3) months immediately before the date of such a call;
 - III. If the Member receives written and signed permission from the prospect authorizing the Member to call;
 - IV. If the call is to family members, personal friends, and acquaintances. However, if a Member makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
 - V. Purely Giving Members engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.
- F. A Member shall not use automatic telephone dialing systems in the operation of his or her Purely Giving businesses.
- G. Failure to abide by Purely Giving policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Member's Membership, up to and including termination of the Membership.
- H. By signing the Member Agreement, or by accepting commission checks, other payments or awards from Purely Giving, a Member gives permission to Purely Giving and other Members to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event a Member violates this section, Purely Giving reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

- A. A Purely Giving Member is authorized to sell Purely Giving products and services, to Customers and Members only in the countries in which Purely Giving is authorized to conduct business, according to the Policies and Procedures of each country. Purely Giving Members may not sell products or services in any country where Purely Giving products and services have not received applicable government authorization or approval.
- B. A Member may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Members, nor conduct any other activity for the purpose of selling Purely Giving products and services, establishing a sales organization, or promoting the Purely Giving business opportunity.

11.0 CHANGES TO A MEMBER BUSINESS

11.1 Modification of the Member Agreement

- A. A Purely Giving Member may modify his or her existing Member Agreement (i.e., change a social security number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Member by submitting a written request, accompanied by a new Member Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Active Members

- A. Maintaining the integrity of the organizational structure is mandatory for the success of Purely Giving and our independent Members. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first three (3) days of initial enrollment as a Member. Furthermore, such changes may only occur within the same organization.
- B. Sponsors may make “Placement changes” from one Member to another for personally Sponsored (frontline) Members during the first three (3) days of enrollment.
- C. New Members or their original Sponsor may request a change of Sponsor or Placement within the first three (3) days of enrollment for the purpose of structuring an organization. The new Member Agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. To change or correct the Sponsor, a Member must comply with following procedures:
- I. Submit a Sponsor Placement Transfer Form;
 - II. Submit a Purely Giving Member Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
 - III. The Member Agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first Agreement.
- E. Upon approval, the Member’s downline, if any, will transfer with the Member.
- F. If one transfer has already been made a \$20 fee will be assessed for the second and for each transfer thereafter.
- G. After the first three (3) days from initial enrollment, Purely Giving will honor the Sponsor/Placement as shown:
- I. On the most recently signed Member Agreement on file; or
 - II. Self-enrolled on the website (i.e., electronically signed Web Agreement).

- H. Purely Giving retains the right to approve or deny any requests to change Sponsor or Placement and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive Members

- A. At the discretion of Purely Giving, Members who did not participate in an auto ship or have not ordered products or services for at least six (6) months, and who have not tendered a letter of resignation, are eligible to re-enroll in Purely Giving under the Sponsor/Placement of their choice.
- B. Upon written notice to Purely Giving that a former Member wishes to re-enroll, Purely Giving will “compress” (close) the original account. A new Purely Giving ID number will then be issued to the former Member.
- C. Such Member does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- D. Purely Giving reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

- A. If a Purely Giving Member wishes to transfer organizations, he or she must submit a letter of resignation to the Purely Giving Customer Service department and remain inactive (place no orders, or be on an auto ship) with or in Purely Giving for six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- B. Purely Giving retains the right to approve or deny any request to re-enroll after a Member’s resignation.
- C. If re-enrollment is approved, the former Member will be issued a new Purely Giving ID number and will be required to submit a new Member Agreement. The Member will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.
- D. Transfers may not be done outside of the original organization.

11.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Member from another Member or influencing another Member to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Purely Giving Compliance department within the first 90 days of enrollment. If the reports are substantiated, Purely Giving may transfer the Member or the Member’s downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Members. Purely Giving remains the final authority in such cases.

- C. Purely Giving prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the Purely Giving compensation system and/or the marketing plan in order to trigger commissions or cause a promotion of a downline Member in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved.
- D. Should Members engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Purely Giving products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Member alleging that they engaged in inappropriate recruiting activity of another company’s sales force or Customers, Purely Giving will not pay any of Member’s defence costs or legal fees, nor will Purely Giving indemnify the Member for any judgment, award, or settlement.

11.6 Sell, Assign, or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Purely Giving to place restrictions on the transfer, assignment, or sale of a Membership.
- B. A Purely Giving Member may not sell or assign his or her rights or delegate his or her position as a Member without achieving the rank of 50K Executive or higher. A Purely Giving Member who has reached the rank of 50K Executive or higher must obtain *prior written approval* by Purely Giving, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Purely Giving.
- C. Should the sale be approved by Purely Giving, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s Downline.
- D. To request corporate authorization for a sale or transfer of a Purely Giving Membership, the following items must be submitted to the Purely Giving Compliance department;
 - I. A Sale/Transfer of Membership Form properly completed, with the requisite signatures.
 - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 - III. A Purely Giving Member Agreement completed and signed by the Buyer;
 - IV. Payment of the \$100 administration fee;
 - V. Any additional supporting documentation requested by Purely Giving.
- E. Any debt obligations that either Seller or Buyer may have with Purely Giving must be satisfied prior to the approval of the sale or transfer by Purely Giving.



- F. A Purely Giving Member who sells his or her Membership is not eligible to re-enroll as a Purely Giving Member in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a Purely Giving Business

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
 - I. One of the parties may, with the written consent of the other(s), operate the Purely Giving business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Purely Giving to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;
 - II. The parties may continue to operate the Purely Giving business jointly on a “business as usual” basis, whereupon all compensation paid by Purely Giving will be paid in the name designated as the Members or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Purely Giving will pay compensation to the name on record and in such event, the Member named on the account shall indemnify Purely Giving from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- B. Purely Giving recognizes only one Downline organization and will issue only one commission check per Purely Giving business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Purely Giving split commission and/or bonus checks.
- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Purely Giving business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Member or active Customer in the former organization, and must develop a new business in the same manner as any other new Purely Giving Member. A Member in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5.

11.8 Succession

- A. Upon the death or incapacity of a Member, the Member’s business may be passed on to his or her legal successors in interest (successor). Whenever a Purely Giving business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Member’s sales organization. The successor must:
 - I. Complete and sign a new Purely Giving Member Agreement;
 - II. Comply with the Terms and provisions of the Member Agreement; and
 - III. Meet all the qualifications for the last rank achieved by the former Member.

- B. Bonus and commission checks of a Purely Giving business transferred based on this section will be paid in a single check to the successor. The successor must provide Purely Giving with an “address of record” to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the Membership, not the highest rank or volume achieved.
- C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. Purely Giving will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.
- D. Appropriate legal documentation must be submitted to Purely Giving Compliance department to ensure the transfer is done properly. To affect a testamentary transfer of a Purely Giving business, the successor must provide the following to Purely Giving Compliance department:
 - I. A certified copy of the death certificate; and
 - II. A notarized copy of the will or other appropriate legal documentation establishing the successor’s right to the Purely Giving business.
- E. To complete a transfer of the Purely Giving business because of incapacity, the successor must provide the following to the Purely Giving Compliance department:
 - I. A notarized copy of an appointment as trustee;
 - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee’s right to administer the Purely Giving business; and
 - III. A completed Member Agreement executed by the trustee.
- F. If the successor is already an existing Member, Purely Giving will allow such Member to keep his or her own Membership plus the inherited Membership active for up to six (6) months. By the end of the 6-month period, the Member must have compressed (if applicable), sold or otherwise transferred either the existing Membership or the inherited Membership.
- G. If the successor wishes to terminate the Purely Giving Membership, he or she must submit a notarized statement stating the desire to terminate the Membership, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- H. Upon written request, Purely Giving may grant a one (1) month bereavement waiver and pay out at the last “paid as” rank.

11.9 Resignation/Voluntary Termination

- A. A Member may immediately terminate his or her Membership by submitting a written notice or email to the Purely Giving Compliance department at compliance@Purely Giving.com. The written notice must include the following:

- I. The Member's intent to resign;
 - II. Date of resignation;
 - III. Purely Giving Identification Number;
 - IV. Reason for resigning; and
 - V. Signature.
- B. A Purely Giving Member may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Member who has voluntarily resigned is not eligible to reapply for a Membership or have any financial interest in any Purely Giving business for six (6) months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

- A. Purely Giving reserves the right to terminate a Member's Membership for, but not limited to, the following reasons:
- I. Violation of any Terms or Conditions of the Member Agreement;
 - II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Rewards Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the Purely Giving business;
 - V. Engaging in unethical business practices or violating standards of fair dealing; or
 - VI. Returning over \$500 worth of products, services and/or sales tools for a refund within a twelve (12) month period.
- B. Purely Giving will notify the Member in writing *by email*, at his or her last email address on file for the account of its intent to terminate the Member's Membership and the reasons for termination. The Member will have fifteen (15) calendar days from the date of email notification of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Purely Giving will then have thirty (30) calendar days from the date of receipt of the Member's response to render a final decision as to termination.
- C. If a decision is made by Purely Giving to terminate the Member's Membership, Purely Giving will inform the Member in writing that the Membership is terminated effective as of the date of the written notification. The Member will then have fifteen (15) calendar days from the date of mailing of such notice to appeal the termination in writing. Purely Giving must receive the Member's written appeal



within twenty (20) calendar days of the date of the Purely Giving termination letter. If the written appeal is not received within this time period, the termination will be considered final.

- D. If the Member does file a timely appeal of termination, Purely Giving will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Member of its decision. The decision of Purely Giving is then considered final and not subject to further review.
- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Purely Giving. The former Member shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Purely Giving products or services. The organization of the terminated Member will “roll up” to the active Upline Sponsor on record.
- F. The Purely Giving Member who is involuntarily terminated by Purely Giving may not reapply for a Membership, either under his or her present name or any other name or entity, without the *express written consent of an officer of Purely Giving, following a review by the Purely Giving Compliance Committee*. In any event, such Member may not re-apply for a Membership for six (6) months from the date of termination.

11.11 Effect of Cancellation

- A. Following a Member’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such Member:
 - I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Member’s former organization or any other payments in association with the Member’s former independent Membership;
 - II. Effectively waives any and all claims to property rights or any interest in or to the Member’s former Downline organization;
 - III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Purely Giving.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action – Purpose

- A. It is the spirit of Purely Giving that integrity and fairness should be of the utmost importance among its Members, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Purely Giving reserves the right to impose disciplinary sanctions at any time, when it has determined that a Member has violated the Agreement or any of these Policies and Procedures or the Rewards Plan as they may be amended from time to time by Purely Giving.



12.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following:
 - I. Monitoring a Member's conduct over a specified period of time to ensure compliance;
 - II. Issuance of a written warning or requiring the Member to take immediate corrective action;
 - III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Purely Giving receives adequate additional assurances from the Member to ensure future compliance;
 - IV. Suspension from participation in Company or Member events, rewards, or recognition;
 - V. Purely Giving reserves the right to, in its sole discretion, determine who goes to company events and who participates in any Rewards programs (also known as incentive trips or rewards trips);
 - VI. Suspension of the Purely Giving Member Agreement and Membership for one or more pay periods;
 - VII. Involuntary termination of the Member's Agreement and Membership;
 - VIII. Any other measure which Purely Giving deems feasible and appropriate to justly resolve injuries caused by the Member's Policy violation or contractual breach; OR
 - IX. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

- A. If a Purely Giving Member has a grievance or complaint against another Member regarding any practice or conduct relating to their respective Purely Giving businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Purely Giving Compliance department as outlined below in this Section.
- B. The Purely Giving Compliance department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Members involved.
- C. Purely Giving will confine its involvement to disputes regarding Purely Giving business matters only. Purely Giving will not decide issues that involve personality conflicts or unprofessional conduct by or between Members outside the context of a Purely Giving business. These issues go beyond the scope of Purely Giving and may not be used to justify a Sponsor or Placement change or a transfer to another Purely Giving organization.

- D. Purely Giving does not consider, enforce, or mediate third party agreements between Members, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 - I. The Purely Giving Member should submit a written letter of complaint (email will not be accepted) directly to the Purely Giving Compliance department. The letter shall set forth the details of the incident as follows:
 - a. The nature of the violation;
 - b. Specific facts to support the allegations;
 - c. Dates;
 - d. Number of occurrences;
 - e. Persons involved; and
 - f. Supporting documentation.
 - II. Upon receipt of the written complaint, Purely Giving will conduct an investigation according to the following procedures:
 - a. The Compliance department will send an acknowledgment of receipt to the complaining Member;
 - b. The Compliance department will provide a verbal or written notice of the allegation to the Member under investigation. If a written notice is sent to the Member, he or she will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by Purely Giving
 - c. The Compliance department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
 - d. During the course of the investigation, the Compliance department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Member calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- E. Purely Giving will make a final decision and notify the Purely Giving Members involved in a timely manner. The Compliance department is not required to disclose information regarding penalties or corrective action to anyone except the Member who Purely Giving Compliance educates, penalizes, terminates, or has their account or practices relating to Purely Giving investigated or reviewed by Purely Giving Compliance.

13.2 Arbitration

- A. **Any controversy or claim arising out of or relating to the Purely Giving Member agreement, these Policies and Procedures, or the breach thereof, the Member’s business or any dispute between Purely Giving and the Member, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Any such arbitration shall be held in Dover, Delaware. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.
- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
- C. This agreement to arbitration shall survive any termination or expiration of the Member agreement.
- D. Nothing in these Policies and Procedures shall prevent Purely Giving from applying for or 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 Purely Giving interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- E. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**
- F. These Policies and Procedures and any arbitration involving a Member and Purely Giving shall be governed by and construed in accordance with the laws of the state of Delaware, without reference to its principles of conflict of laws.

13.3 Severability

- A. If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

13.4 Waiver

- A. Only an officer of Purely Giving can, in writing, affect a waiver of the Purely Giving Policies and Procedures. Purely Giving's waiver of any particular breach by a Member shall not affect Purely Giving's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Member.
- B. The existence of any claim or cause of action of a Member against Purely Giving shall not constitute a defense to Purely Giving enforcement of any term or provision of these Policies and Procedures.



13.5 Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.0 GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Delaware and the exclusive jurisdiction of the United States courts.

15.0 PURELY GIVING GLOSSARY OF TERMS

ACTIVE MEMBER: A Member who satisfies the minimum volume requirements, as set forth in the Rewards Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each Member; includes the Member Agreement, the Purely Giving Policies and Procedures, and the Purely Giving Rewards Plan, all in their current form and as amended by Purely Giving in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of a Member's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Members can generate commissions and bonuses.

CUSTOMER: A Customer who purchases Purely Giving products and does not engage in building a business or retailing product.

MEMBER: An individual, who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Purely Giving that provides critical data relating to the identities of Members, sales information, and enrollment activity of each Member's organization. This report contains confidential and trade secret information which is proprietary to Purely Giving.

ORGANIZATION: The Customers and Members placed below a particular Member.

OFFICIAL PURELY GIVING MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Purely Giving to Members.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of the Purely Giving Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Purely Giving Member or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied: (i) they are unopened and unused; (ii) original packaging and labelling has not been altered or damaged;(iii) they are in a



condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (iv) the product contains current Purely Giving labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

REWARDS PLAN: The guidelines and referenced materials for describing how Members can participate in reward incentives, trips, bonuses, and recognition programs.

SPONSOR: A Member who enrolls a Customer, Retailer, or another Member into the Company, and is listed as the Sponsor on the Member Agreement. The act of enrolling others and training them to become Members is called "sponsoring."

UPLINE: This term refers to the Member or Members above a particular Member in a sponsorship line up to the Company. It is the line of sponsors that links any particular Member to the Company.