



eMembersOnly, Inc. Associate Application Terms and Conditions

An Associate Member of eMembersOnly, Inc. (hereinafter, the Company) agrees:

1. I am of legal age in the state of my residency. As an Associate of the Company, I am responsible for determining my own business activities without direction or control by the Company. I will not represent in any manner that I am an agent or employee of the Company. I am a 1099 Independent Contractor and I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state, or regulatory agency.
2. This position does not constitute the sale of a franchise; no charge or product purchase has been required of me for participation as an Associate.
3. I agree as an eMembersOnly Associate, I shall place the primary emphasis upon the sale of Company products and services to non-Associate ultimate consumers. Associates who reside in the states of Maine, North Dakota, Michigan, Indiana, Iowa, and West Virginia are limited to \$495 in purchases as an Associate from the Company, during the first six months of Associate status. Permissible Associate purchases shall be automatically modified to comply with the exemption requirements set forth in any state's laws regulating business opportunities.
4. In each presentation of the Company products, services, marketing plan, and the Associate position to prospective members, I shall directly inform prospective members that no charge or required purchase of member products is necessary to become an Associate. However, Associates are required to purchase initial training (Business-in-a-Box) made available at company cost of \$74.95. I understand no commissions are paid on such purchase. I agree that I risk termination as an Associate for my failure to present the business in this format.
5. I agree I shall sell or distribute the majority in dollar cost over 70 percent of my wholesale product orders to non-Associate consumers prior to reordering product. Retail sales records shall be maintained and subject to review and verification upon Company request.
6. In order to maintain a viable company and to comply with changes in federal, state, or local laws in economic conditions, the Company reserves the right to amend, revise, institute, alter, or modify changes including but not limited to prices, literature, policies, these Application Terms and Conditions, Code of Ethics, Policies and Procedures, and the Compensation Plan. Any such revisions become effective and binding upon publication on the official eMembersOnly websites or other official Company publications. Associate agrees to be bound by these changes.
7. I understand no attorney general or other regulatory authority ever reviews, endorses or approves any product, compensation program or company, and I will make no such claim to others.
8. I understand my Associate position may be inherited or bequeathed, or may be transferred or sold at any time as long as my position is current and in good standing with the Company.
9. This Agreement shall be deemed in effect upon its receipt and acceptance by the Company at its home offices in Loganville, Georgia. I understand there will be an administrative fee of \$50 imposed on an Associate who requests revisions be made to an application once the application is submitted to the corporate office of the Company. Any revisions must be submitted to the corporate office within 24 hours following submission of the application.
10. I will not promote my Associate business nor use the Company name, or the trade names, logos, sales materials, trademarks, or service marks of the Company, except in materials provided by the Company or approved in writing by the Company prior to their use by me. I understand that unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal law.

11. I am responsible for supervising and supporting Associates I sponsor into the program and in my commissionable downline. I agree to maintain monthly communication and support to those Associates in my commissionable downline by way of any of the following, or combination thereof: personal contact, telephone communication, written communication, and attendance at Associate meetings.
12. I will not make any disparaging, false, or misleading statements about the Company Associate position or the Company products, including but not limited to claims that Company products diagnose, cure, or prevent disease. Display of commission checks, the making of income projections, and use of Associate income testimonials to prospective Associates is prohibited. I will conduct myself as an Associate in a courteous, fair, and ethical manner.
13. Associates in the same household must have the same sponsor. Change of original sponsor is not permitted. Associate and customer lists and names are owned by Company and may never be used for any commercial or business purpose without prior written consent of eMembersOnly. During the term of this agreement, an Associate shall not, directly or indirectly, solicit Associates or customers of eMembersOnly to other network organizations.
14. This Agreement is governed under the laws of the state of Texas. The parties agree that any claim, dispute, or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association with arbitration to occur in Houston, Texas.
15. Associates may return literature and products in resalable condition and cancel any Associate services purchase at any time within thirty (30) days of purchase and receive 90 percent refund. Shipping costs for returned items shall be the responsibility of the Associate. Payment will be made within thirty (30) days of actual receipt of returned, resalable items. The Company will honor refund policies provided by any state or federal law applicable to the Associate (New Mexico and Montana - one year; Georgia and Wyoming - no time limit; Massachusetts no time limit as to obligated commission qualification wholesale product purchases). Note: consumable products are not in resalable condition after one year from date of purchase. To return products, a return merchandise authorization (RMA) must be obtained and products must be returned within seven (7) days after the RMA is received. The Company will refund the original purchase price of products and related sales taxes. SHIPPING & HANDLING FEES ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL THE COMPANY RECEIVES THEM. YOU WILL BE CHARGED A RESTOCKING FEE OF 10 percent ON RETURNED PRODUCTS. Returned products must be in the same condition as received. THIS RETURN POLICY IS NOT A GUARANTEE.
16. By accepting these Application Terms and Conditions, I give permission to Company to communicate with me by email and/or by telephone unless I opt out by written notification to the Company.

eMembersOnly (the Company) AGREES:

1. The Company will pay Associate commissions and bonuses on orders received and accepted for sale of products to the ultimate consumer (not sales aids) made by Associate and his/her sales organization under the terms of the Compensation Plan.
2. The Company will retain full authority to accept or reject any Application or any order for products. Such refusal is solely within the discretion of the Company. No rights of action against the Company will arise because of any such acceptance or refusal.
3. The Company reserves the right to amend, revise, institute, alter or modify changes, including but not limited to prices, literature, policies, these Application Terms and Conditions, Code of Ethics, Policies and Procedures, and the Compensation Plan. Any such revisions become effective and binding upon publication on the official Company websites or other official Company publications. Associate agrees to be bound by these changes.
4. The Company provides the following fulfillment to its Associates: new Associate sales literature by internet site; shipment of ordered sales aids and products shipped within ten days of receipt of order and cleared funds, subject to availability of items ordered; calculation and payment of Associate commissions. Payment terms on Associate purchases: check, money order, or credit card with order (no C.O.D.'s). Commissions are payable to Associates according to the Compensation Plan which is incorporated herein by reference.
5. The Company shall not be responsible for acts beyond its control, but not limited to: fire, flood, earthquake, storms, power outages, labor difficulty, equipment failure, supplier problems, or other difficulties that might prevent performance according to this agreement.

6. The Company assumes no liability for personal injury from use or mishandling of any of the Company products.
7. The Company does not require an Associate to sponsor and does not require any charge or required product purchase to remain an Associate.
8. The Company reserves the right to terminate this agreement immediately upon receipt of sufficient information that an Associate has violated any term or condition of this agreement or has otherwise acted illegally or unethically.
9. The Company will honor the refund policies provided by any governmental law applicable to the Associate.
10. The Company requests that all Associates obey the letter and the spirit of the law.

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Revised: 9-14-09