

Terms & Conditions

I understand that there is no requirement beyond filing of this application, and no purchase of sales or training materials is required to become a PROZE AMBASSADOR. My earnings at PROZE is based upon the acquisition of customers and product sales. I acknowledge that any purchase of sales aids, training materials or training is strictly voluntary. I also understand that if I choose to refer others to participate in the PROZE Ambassador Compensation Plan, I will not receive any compensation whatsoever for the act of referring or recruiting, and that I will be compensated based upon the customer sales of my referred ambassadors. I acknowledge that if I am executing this Agreement on behalf of a company of any kind, I nevertheless remain personally responsible for the performance of all of the duties and obligations described in this Agreement.

1. I, the undersigned Applicant declare that I am of the legal age of majority (generally 18) in the state or country of execution of this Agreement.

2. I understand that this Agreement is not binding until received and accepted by PROZE. I agree to timely pay for any products, materials, services or other items that are purchased from PROZE. In the event that I am delinquent with respect to such payments, I acknowledge that PROZE may offset such debt from any monies owed to me with relation to its Compensation Plan.

3. I understand that as a PROZE Ambassador I am an independent contractor; not an agent, employee, or franchisee of the Company. I further understand and agree that I will not be treated as an employee with respect to such services for federal or state tax purposes. Nor will I be treated as an employee for purposes of the Federal Unemployment Act, the Federal Insurance Contributions Act, the Social Security Act, the State Unemployment Act, or State Employment Security Act. I understand and agree to pay all applicable federal and state income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement.

4. I understand I am not required to maintain an inventory of any kind in order to become a PROZE Ambassador. I further understand I may terminate my membership at any time for any reason. To terminate my membership, I must give written notice to PROZE. PROZE may terminate this Agreement pursuant to its Policies and Procedures or in the event that I breach any part of this Agreement.

5. I understand and agree that my remuneration will consist solely of retail profits from the completed sales of Company goods, commissions or bonuses relating to the sale or other output derived from in-person sales, solicitations, or orders from ultimate consumers.

6. I understand that as a PROZE Ambassador, I am not guaranteed any income, nor am I assured of any profit or success. I understand the Compensation Plan and that I can only earn commissions upon the retail sales of the Company's goods and services. I will be free to set my own hours, and determine the location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for all of my own business expenses in connection with my activities as a PROZE Ambassador

7. I further certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a PROZE Ambassador. I understand that my success as a PROZE Ambassador comes from retail sales and ambassador referral retail sales. I understand and agree that I will make no statements, disclosures, or representations in selling the Company's good and services or in the referring of other PROZE Ambassadors other than those contained in approved Company materials. I shall not represent directly

or indirectly that any person may, can or will earn any stated gross or net amount, nor that the referral of other PROZE Ambassadors is easy to secure or retain, or that substantially all PROZE Ambassadors will succeed.

8. I hereby agree to use only the current Company website as provided to me to represent the Company's product and Compensation Plan. I will emphasize that retail sales are a requirement, that no purchase of goods or services is required, that no recruitment fee can be derived from the mere act of referring other PROZE Ambassadors, and that no earnings are guaranteed from participation in the Compensation Plan. I agree that I will not make representations about the actual, potential, or expected earnings of any PROZE AMBASSADOR of the Company at any time.

9. I hereby agree that I will not advertise using the Company name, trade names or logos in any manner nor will I use any written, printed, recorded or any other material in advertising, promoting or describing the products of the Company's marketing program, which has not been copyrighted and provided or approved by the Company.

10. I hereby agree neither to re-package nor re-label the Company's goods nor to sell said goods or under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, promoting or describing the Company's goods, Compensation Plan, or other programs, any written, recorded, or other materials which have not been approved or provided by the Company.

12. I hereby consent and authorize the unlimited use of my name, likeness, voice, or other written comments or documentation provided to the Company or obtained by the Company from my use of Company products, provided such use is in connection with the advertisement, promotion, or training of Company products, marketing program, services, or promotional literature and supplies.

13. I agree not to spam. Spamming includes but is not necessarily limited to: 1) Sending unsolicited e-mail messages that contain any e-mail or web addresses from your account to online users. 2) Posting messages that contain your product in news groups that are unrelated to your products or service. 3) Creating false "from sources" in an e-mail message, or newsgroup posting with your services address, thereby giving the impression that the message originated from PROZE or its network of Independent Ambassadors. 4) Sending unsolicited e-mail to lists of people that are not within your referral network or with whom you have no prior business or personal relationship.

14. I acknowledge that my relationship is with PROZE and not with any contractor, business or supplier with whom PROZE transacts or conducts business.

15. In the process of selling or otherwise promoting the products that PROZE markets, I agree that I, as a PROZE Ambassador, will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the various relationships between PROZE, the said contractors, businesses or suppliers, or me and the products.

16. I understand that during any investigation by PROZE with respect to my breach of this Agreement and/or PROZE's Policies and Procedures, my ambassadorship may be suspended by PROZE and any payments which may be otherwise owing to me shall be escrowed until final resolution has been achieved. I acknowledge that in the event of my violation of this Agreement and/or PROZE's Policies and Procedures, my ambassadorship rights may be terminated without further receipt of commissions or payments of any kind.

17. I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products marketed by PROZE, including but not limited to, any and all permits and licenses required to perform under this Agreement.

18. Neither PROZE, nor contractor, business or supplier with whom PROZE transacts or contracts business, shall be liable under any circumstances for any damage or loss of any kind, including indirect, special, punitive, compensatory, or consequential damages, losses or profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error or omission of PROZE or any contractor, business or supplier, or in the event of discontinuation or modification of a product by PROZE. I understand that the obligations of PROZE are limited to the performance of best efforts to process customer orders for acceptance and approval of requested services.

19. I understand that as a PROZE Ambassador, I am free to select my own means, methods and manner of operation, and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement and all PROZE Policies and Procedures.

20. I acknowledge that PROZE markets products to customers at prices established by PROZE, and that those products shall be subject to change without prior notice.

21. PROZE shall periodically make various sales literature, promotion materials, training and other products or services available. I, however, am under no obligation to purchase any quantities of those materials or services at any time. Rather, I will have the option to order and purchase any materials or services which I may choose. If I choose to purchase such materials, then I may return any unused, unopened and currently marketable items for up to one year and receive a refund of 90% of the purchase price. I will incur the cost of shipping said materials to PROZE.

22. I acknowledge that I have the right to sign up as many personal customers as I wish. I will, if eligible, receive bonuses and/or commissions each month from sales to my personal customers, and from my network of PROZE Ambassadors in accord with the currently valid PROZE Compensation Plan. PROZE reserves the right to vary or change eligibility as set out in the Compensation Plan. Any other payments I receive will be based upon fulfilling certain terms of qualification as set forth by the PROZE Compensation Plan. I agree that as an PROZE Ambassador, I shall place primary emphasis upon the sale of products to non-ambassador customers as a condition of my receipt of bonuses and/or commissions. Under certain circumstances, commission rates may be adjusted for promotional products or negotiated pricing. I agree that any payments made to me by PROZE in check form that remain uncashed by me after six (6) months from the date on the check or the check will be cancelled. After this period, to reissue the check an Ambassador must request the check be reissued by PROZE.

23. I agree to indemnify and hold PROZE, its shareholders, directors, officers and employees, as well as any contractor, business or supplier, harmless from any and all claims, damages, and expenses, including any attorneys' fees, arising out of my actions or conduct in violation of this Agreement.

24. I understand that either party to this Agreement may terminate this Agreement by giving written notice to the other party. In the event a dispute shall arise between myself and PROZE as to our respective rights, duties and obligations arising out of or relating to this Agreement the laws of the state of Arizona govern this Application and Agreement, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Arizona. This Agreement shall be binding on the successors and assigns of both parties. In the event of a dispute for jurisdictional purposes, an Arizona IA/PC shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Arizona and the

governing law shall be Arizona law. This provision shall not restrict PROZE from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

25. I acknowledge that I have received the PROZE Policies and Procedures. I understand and agree that the Policies and Procedures are binding upon me. I further acknowledge that PROZE fully reserves its right to modify this Agreement, the PROZE Policies and Procedures and its Compensation Plan at any time by providing me with written notification or electronic communication through the PROZE website (www.PROZE.com), or such modifications through other electronic, written or verbal communication from PROZE. For purposes of this Agreement, my address as indicated on this Agreement shall be deemed to be my correct address unless and until written notification of a change of address is provided by me to PROZE.

26. I acknowledge that this Agreement, the Compensation Plan and the PROZE Policies and Procedures incorporated herein by references constitute the entire Agreement between the parties hereto and shall not be modified or amended except as indicated in writing by PROZE to the PROZE Ambassador. This Agreement shall be binding upon and inure to the benefit of heirs, successors and permitted assigns of the parties hereto. If any provision of the Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provision or portions thereof shall not be affected thereby. I have read this Agreement and I acknowledge receiving a copy of this document and agree to abide by and be bound by the terms contained.

27. I understand and agree that the Company, to maintain a viable marketing system, may make modifications in the PROZE Policies and Procedures, Compensation Plan, Company literature, website and product prices. I further agree to be bound by such modifications immediately upon publication in official Company literature.

28. I understand that federal or state agencies do not approve or endorse marketing programs. Therefore, I agree that I will not represent that the Company, its products, or program have been approved or endorsed by any governmental agency.

29. I understand that the acceptance of this Application does not constitute the sale of a franchise or a ambassadorship, and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.

30. I understand that because of the personal nature of this Agreement, it may not be transferred or otherwise assigned without the prior written consent of the Company.

31. During the term of the PROZE Agreement, Ambassadors may not, directly or indirectly, sell to or solicit other products or services that may be offered by PROZE through any person or entity other than that specifically designated or approved in writing by PROZE. PROZE Ambassadors shall not, during their relationship with PROZE, and for a period of one

(1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of PROZE, whether or not the Ambassador originally procured or brought such customer to PROZE (such activities are collectively referred to herein as 'Solicitation'). All customers solicited by PROZE Ambassadors on behalf of PROZE are deemed to be customers of PROZE, and not of its PROZE Ambassadors. PROZE Ambassadors understand that such non-solicitation prohibition shall be strictly enforced, and that PROZE's suppliers shall be a third party beneficiary of this prohibition, as well

as any proprietary and confidential information provided to PROZE which in turn is received by PROZE Ambassadors.

32. You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel a transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to PROZE, 4530 E Shea Blvd #180, Scottsdale, AZ 85028 NO LATER THAN MIDNIGHT of the third business day following the date set forth above.