

# YourVoyce, Inc.

## Policies and Procedures

Effective October 1, 2021

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# SECTION 1 - MISSION/VISION STATEMENT

**1.1 Mission Statement:** Our mission is to create a forum in which our members can freely express their thoughts and opinions through constructive exchange, without fear of being chastised for their beliefs, as intended through the formation of the Bill of Rights, and as endowed by God.

**1.2 Vision Statement:** At YourVoyce, our vision is to defend the right to free speech on our social media platform, not willing to buckle to advertisers or cancel culture, and to provide our independent sales representatives an opportunity to build unlimited income through the buildout of the YourVoyce platform.

## **SECTION 2 - INTRODUCTION**

### **2.1 - Purpose of the Representative Agreement and the Policies and Procedures**

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

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

### **2.2 - Policies and Procedures Incorporated into Representative Agreement**

These Policies and Procedures, in their present form and as amended by YourVoyce, Inc. (hereafter “YourVoyce” or the “Company”), are incorporated into, and form an integral part of, the YourVoyce Independent Representative Application and Agreement (“Representative Agreement”). It is the responsibility of each Representative to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the YourVoyce Representative Application and Agreement (including the Terms and Conditions), these Policies and Procedures, and the YourVoyce Business Entity Registration Form (if applicable). These documents are incorporated by reference into the YourVoyce Representative Agreement (all in their current form and as amended by YourVoyce). In the event that the Business Entity Registration Form is not submitted by an entity that enrolls as a Representative within sixty (60) days of its date of enrollment, YourVoyce is authorized to and shall withhold any and all compensation to which the Representative is due from YourVoyce until a properly completed Business Entity Registration Form is submitted to it.

### **2.3 - Changes to the Agreement**

YourVoyce reserves the right to amend the Agreement, the Compensation Plan, and its prices in its sole and absolute discretion. By executing the Representative Agreement, a Representative agrees to abide by all amendments or modifications that YourVoyce elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in Representatives’ back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (6) special mailings. The continuation of a Representative’s YourVoyce business, the acceptance of any benefits under the Agreement, or a Representative’s acceptance of bonuses or commissions constitutes acceptance of all amendments.

### **2.4 - Policies and Provisions Severable**

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

### **2.5 - Waiver**

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

## **2.6 - Company Use of Information**

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

# SECTION 3 - BECOMING A REPRESENTATIVE

## 3.1 - Requirements to Become a Representative

To become a YourVoyce Representative, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in the United States or U.S. Territories or country that YourVoyce has officially announced is open for business;
- ❖ Provide YourVoyce with his/her valid Social Security or Federal Tax ID number;
- ❖ Purchase a YourVoyce Starter Kit (optional for residents of North Dakota); and
- ❖ Submit a properly completed Representative Application and Agreement to YourVoyce either in hard copy or online format.

YourVoyce reserves the right to accept or reject any Representative Application and Agreement for any reason or for no reason.

A person who is recognized as a minor in his or her jurisdiction of residence may not be a Representative. A Representative shall not enroll or recruit minors or anyone unable to legally form a contract to become a Representative. Notwithstanding the foregoing, a minor over the age of 16 who desires to become a Representative must: (a) obtain a parent's or guardian's signature on the Representative Agreement; (b) be sponsored by or added to his or her parent's or guardian's Representative's business if the Parent or guardian of the minor is a Representative; and (c) must not be a signatory in any Representative's business other than a parent's or guardian's Representative's business.

## 3.2 - Starter Kit and Product Purchases

With the exception of a Starter Kit, no person is required to purchase YourVoyce products, services or sales aids, or to pay any charge or fee to become a Representative. In order to familiarize new Representatives with YourVoyce products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Starter Kit. YourVoyce will repurchase resalable kits from any Representative who terminates his or her Representative Agreement pursuant to the terms of Section 8.3.

## 3.3 - Representative Benefits

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

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

for its Representatives.

### **3.4 - Term and Renewal of Your YourVoyce Business**

The term of the Representative Agreement is one year from the date of its acceptance by YourVoyce (subject to reclassification for inactivity pursuant to Section 11.2.3). Representatives must renew their Representative Agreement each year by paying an annual renewal fee of one hundred Dollars (\$100.00) on or before the anniversary date of their Representative Agreement. If the renewal fee is not paid within thirty (30) days after the expiration of the current term of the Representative Agreement, the Representative Agreement will be automatically terminated. Representatives may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the Representative’s credit card on file with the Company. Representatives without a credit card or bank account must renew by phone or mail. YourVoyce shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it.

YourVoyce shall offer each Representative an *optional* Back-Office website to track and monitor their business. The cost of the back-office website will be \$5/month, which may be optionally paid annually to include a 10% discount.



# **SECTION 4 - OPERATING A YOURVOYCE BUSINESS**

## **4.1 - Adherence to the YourVoyce Compensation Plan**

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

## **4.2 - Advertising**

### **4.2.1 - General**

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

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

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

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

YourVoyce further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Representatives waive all claims for damages or remuneration arising from or relating to such rescission.

### **4.2.2 - Trademarks and Copyrights**

The name of YourVoyce and other names as may be adopted by YourVoyce are proprietary trade names, trademarks and service marks of YourVoyce (collectively "marks"). As such, these marks are of great value to YourVoyce and are supplied to Representatives for their use only in an expressly

authorized manner. YourVoyce will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by a Representative in the furtherance or operation of his or her YourVoyce business, consistent with these Policies and Procedures. YourVoyce will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including YourVoyce Representatives, in any manner without its prior, written permission.

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

As an independent Representative, you may use the YourVoyce name in the following manner

Representative's Name  
Independent YourVoyce Representative

*Example:*

Alice Smith  
Independent YourVoyce Representative

or

Alice Smith  
YourVoyce  
Independent Representative

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

#### **4.2.2.1 - Independent YourVoyce Representative Logo**

If you use a YourVoyce logo in any communication, you must use the Independent Representative version of the YourVoyce logo. Using any other YourVoyce logo requires written approval. Approved logos for Independent Representatives can be found at: <https://Corp.YourVoyce.com/ISR/starter-kit/Advertising/approved-logos>

#### **4.2.3 - Media and Media Inquiries**

Representatives must not attempt to respond to media inquiries regarding YourVoyce, its products or services, or their independent YourVoyce business. All inquiries by any type of media must be immediately referred to YourVoyce's Public Relations Department – [PublicRelations@YourVoyce.com](mailto:PublicRelations@YourVoyce.com). This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

#### **4.2.4 - Unsolicited Email**

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

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

##### The Mailing List

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

##### The E-mail Message

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

##### The Opt-out Mechanism

- ❖ The message must clearly explain that the recipient may opt out of receiving future

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

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

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

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

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

When sending commercial messages to wireless devices:

- ❖ Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- ❖ Ask for consent in a way that involves no cost to the recipient, for example:

- do not send the request to the wireless device; and
- allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
  - is agreeing to receive commercial e-mail on his wireless device;
  - may be charged to receive the e-mail; and
  - can revoke his consent at any time.

#### 4.2.4.3 - Commercial Email Messages Sent on Behalf of Representatives

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

#### 4.2.5 - Unsolicited Faxes

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

#### 4.2.6 - Telephone Directory Listings

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

Representative's Name  
Independent YourVoyce Representative

#### 4.2.7 - Television and Radio Advertising

Representatives may not advertise on television and radio except with YourVoyce's express written approval.

#### 4.2.8 - Advertised Prices

Representatives may not create their own marketing or advertising material offering any YourVoyce products at a price less than the current Corporately established price or current price on <https://corp.yourvoyce.com/platform-membership/yourvoyce-memberships>. Similarly,

Representatives may not sell any YourVoyce products at a price less than the current price on <https://corp.yourvoyce.com/platform-membership/yourvoyce-memberships/>.

### **4.3 - Online Conduct**

#### **4.3.1 - Representative Web Sites**

Representatives are provided with a replicated website by YourVoyce, from which they can take orders, enroll new Platform Members and Representatives, as well as manage their YourVoyce business. Representatives may use only replicated websites provided by YourVoyce to promote their YourVoyce business, and may not create their own websites to directly or indirectly promote YourVoyce's services or the YourVoyce opportunity.

#### **4.3.2 - YourVoyce Replicated Websites**

Representatives receive a YourVoyce Replicated Website subscription to facilitate online buying experience for their Platform Members and enrollments for prospective Platform Members and Representatives. There is a \$5.00 monthly charge for Replicated Websites. Representatives are solely responsible and liable for the content they add to their Replicated Website and must regularly review the content to ensure it is accurate and relevant.

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

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

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

By default, your YourVoyce Replicated Website URL is [www.YourVoyce.com/<distributorID#>](http://www.YourVoyce.com/<distributorID#>). You must change this default ID and choose a uniquely identifiable website name that cannot:

- ❖ Be confused with other portions of the YourVoyce corporate website;
- ❖ Confuse a reasonable person into thinking they have landed on a YourVoyce corporate page;
- ❖ Be confused with any YourVoyce name;
- ❖ Contain any discourteous, misleading, or off-color words or phrases that may damage YourVoyce's image.

#### **4.3.3 - Domain Names, email Addresses and Online Aliases**

You are not allowed to use or register YourVoyce or any of YourVoyce's trademarks, product names, or any derivatives, for any Internet domain name, email address, social media website, blog website, online handles or online aliases. Additionally, you cannot use or register domain names, email addresses, social media websites, blog websites, online handles and/or online aliases that could cause

confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of YourVoyce. Examples of the improper use of YourVoyce include, but are not limited to any form of YourVoyce showing up as the sender of an email or examples such as:

[www.MyYourVoyceBiz.com](http://www.MyYourVoyceBiz.com)  
[www.ISellYourVoyce.com](http://www.ISellYourVoyce.com)  
[www.YourVoyceMoney.net](http://www.YourVoyceMoney.net)

[www.YourVoyceDreamTeam.com](http://www.YourVoyceDreamTeam.com)  
[www.YourVoycebyJaneDoe.com](http://www.YourVoycebyJaneDoe.com)  
[www.JanesYourVoyceOpportunity.net](http://www.JanesYourVoyceOpportunity.net)

#### **4.3.4 - YourVoyce Hotlinks**

When directing readers to your replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader, that the link will be resolving to the site of an independent YourVoyce Representative. Attempts to mislead web traffic into believing they are going to a YourVoyce corporate site, when in fact they *land* at a Representative site (replicated or registered external) will not be allowed. The determination as to what is *misleading* or what constitutes a *reasonable reader* will be at YourVoyce's sole discretion.

#### **4.3.5 - Monetizing Websites**

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

#### **4.3.6 - Online Classifieds**

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

#### **4.3.7 - Banner Advertising**

You may place banner advertisements on a website provided you use YourVoyce-approved templates and images. All banner advertisements must link to your Replicated Website . Representatives may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with YourVoyce products or the YourVoyce opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage YourVoyce's reputation. Whether content is or may be damaging to YourVoyce's reputation shall be in the sole discretion of YourVoyce.

#### **4.3.8 - Spam Linking**

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

#### **4.3.9 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)**

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

#### **4.3.10 - Sponsored Links / Pay-Per-Click (PPC) Ads**

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

#### **4.3.11 - Domain Names and Email Addresses**

Except as set forth in the Representative Website Application and Agreement, Representatives may not use or attempt to register any of YourVoyce's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

#### **4.3.12 - Social Media**

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

- ❖ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your YourVoyce Replicated Website.
- ❖ It is your responsibility to follow the social media site's Terms of Use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's Terms of Use.
- ❖ Any social media site that is directly or indirectly operated or controlled by a Representative that is used to discuss or promote YourVoyce's products or the YourVoyce opportunity may not link to any website, social media site, or site of any other nature, other than the Representative's YourVoyce replicated website.
- ❖ During the term of this Agreement and for a period of 12 calendar months thereafter, a Representative may not use any social media site on which they discuss or promote, or have discussed or promoted, the YourVoyce business or YourVoyce's products to directly or indirectly solicit YourVoyce Representatives for another direct selling, multilevel marketing or network marketing program (collectively, "Direct Selling"). In furtherance of this provision, a Representative shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Representatives relating to the Representative's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.10 (Conflicts of Interest) below.
- ❖ Representatives who engage in another Direct Selling Business (as defined in Section 4.10.2) must not, directly, indirectly or through a third party use any social media account



(e.g., Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) that the Representative currently uses or has used in the past to promote or discuss YourVoyce, its products, programs, services or the business opportunity (“YourVoyce Social Media”), to promote another Direct Selling Business. If a Representative is involved in another Direct Selling Business, the Representative must create a separate social media account to promote the other Direct Selling Business. Representatives are also prohibited from “cross-posting” from their other Direct Selling Business social media account on to the Representative’s YourVoyce Social Media and vice versa.

- ❖ A Representative may post or “pin” photographs of YourVoyce products on a social media site, but only photos that are provided by YourVoyce and downloaded from the Representative’s Back-Office may be used.

In addition to the requirements specified in elsewhere in these Policies and Procedures, if a Representative utilizes any other form of Social Media, he or she agrees to each of the following:

- a. To generate sales and/or enroll a Representative, a Social Media site must link only to the Representative’s replicated website or the Representative’s External Website.
- b. Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by a Representative that is used to discuss or promote YourVoyce products or the YourVoyce opportunity may not link to any website, Social Media site, or site of any other nature, other than the Representative’s replicated website or the Representative’s External Website.
- c. If a Representative creates a business profile page on any Social Media site that promotes or relates to YourVoyce, its products, or opportunity, the business profile page must relate exclusively to the Representative’s YourVoyce business and YourVoyce products. If the Representative’s YourVoyce business is terminated for any reason, or if the Representative becomes inactive, the Representative must deactivate the business profile page.

#### **4.3.13 - Prohibited Postings**

A Representative may not make any postings, or link to any postings or other material that are:

- a. Sexually explicit, obscene, or pornographic;
- b. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c. Graphically violent, including any violent video game images;
- d. Solicitous of any unlawful behavior;
- e. Engaged in personal attacks on any individual, group, or entity; or
- f. In violation of any intellectual property rights of the Company or any third party.

#### **4.3.14 - Responding to Negative Posts**

A Representative is prohibited from conversing with others who place a negative post against them, other Representatives or the Company. The Representative must report negative posts to YourVoyce’s Compliance Department at [Compliance@YourVoyce.com](mailto:Compliance@YourVoyce.com).

## **4.4 - Business Entities**

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

### **4.4.1 - Addition or Removal of an Affiliated Party**

When adding an Affiliated Party to an existing YourVoyce distributorship, the Company requires a signed written request as well as a properly completed Representative Agreement containing the original Applicant’s/Applicants’ and new Affiliated Party’s/Parties/ information, tax identification numbers and signatures. YourVoyce may, at its discretion, require notarized documents before adding an Affiliated party to a YourVoyce business.

To prevent the circumvention of Sections 4.25 (Sale, Transfer or Assignment of YourVoyce Business) and 4.5, (Change of Sponsor), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or YourVoyce, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify YourVoyce in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.25 (Sale, Transfer or Assignment of YourVoyce Business). When removing a co-applicant from an existing YourVoyce account, the Company requires a written and notarized request from the departing Affiliated Party/Parties, as well as a properly completed Representative Agreement containing only the remaining Affiliate Party’s/Parties’ federal tax identification number and signature(s). In addition, the Affiliated Party terminating his/her/its their interest in the Business Entity may not participate in any other YourVoyce business for six consecutive calendar months in accordance with Section 4.5.3 (Termination and Re-application). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.25 (Sale, Transfer or Assignment of YourVoyce Business).

There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Representative Application and Agreement. The original documents (not copies) relating to addition or removal of an Affiliate Party must be submitted to YourVoyce’s Platform Member Service Department by mail or overnight courier to P. O. Box 233, Freeport, Illinois 61032. Please allow thirty (30) days after the receipt of the request by YourVoyce for processing.

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5 (Change of Sponsor), below.

### **4.4.2 - Changes to a Business Entity**

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

## **4.5 - Change of Sponsor**

YourVoyce strongly discourages changes in sponsorship. In order to protect all Sponsors, no Representative may interfere with the relationship between another Representative and his or her

Sponsor in any way. A Representative may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Representative to change his or her Sponsor or line of sponsorship, either directly or indirectly. Accordingly, the transfer of a YourVoyce business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Representative Services Department, and must include the reason for the transfer. Transfers will only be considered in the following three circumstances:

#### **4.5.1 - Misplacement**

In cases in which the new Representative is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, a Representative may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within sixty (60) days from the date of enrollment. The Representative requesting the change has the burden of proving that he or she was placed beneath the incorrect sponsor. It is up to YourVoyce's discretion whether the requested change will be implemented.

#### **4.5.2 - Upline Approval**

The Representative seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her immediate three (3) upline Representatives in his or her marketing organization. Photocopied or facsimile signatures are not acceptable. All Representative signatures must be notarized. The Representative who requests the transfer must submit a fee of fifty dollars (\$50.00) for administrative charges and data processing. If the transferring Representative also wants to move any of the Representatives in his or her marketing organization, each downline Representative must also obtain a properly completed Sponsorship Transfer Form and return it to YourVoyce with the fifty dollar (\$50.00) change fee (i.e., the transferring Representative and each Representative in his or her marketing organization multiplied by \$50.00 is the cost to move a YourVoyce business.) Downline Representatives will not be moved with the transferring Representative unless all of the requirements of this paragraph are met. Transferring Representatives must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by YourVoyce for processing and **verifying** change requests.

#### **4.5.3 - Termination and Re-application**

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

Any change in sponsorship in accordance with this Policy, other than section 4.5.3, at any rank is limited to one time in the Representative's life. YourVoyce will not accept a Representative Agreement for a Representative wishing to change sponsors beyond the first sponsor change made in accordance with this Policy.

#### **4.5.4 - Waiver of Claims**

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

#### **4.6 - Unauthorized Claims and Actions**

##### **4.6.1 - Indemnification**

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

##### **4.6.2 - Compensation Plan Claims**

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

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

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

##### **4.6.3 - Income Claims**

Because YourVoyce Representatives do not have the data necessary to comply with the legal requirements for making income claims, a Representative, when presenting or discussing the

YourVoice opportunity or Compensation Plan to a prospective Representative, may not make income projections, income claims, or disclose his or her YourVoice income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), unless he or she provides a YourVoice Income Disclosure Statement to each prospective Representative.

#### **4.7 - Commercial Outlets**

Representatives may not sell YourVoice products or services from a commercial outlet, nor may Representatives display or sell YourVoice products, services or literature in any retail or service establishment.

#### **4.8 - Military Installations**

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

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

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

- ❖ Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
- ❖ Solicitation of “mass,” “group,” or “captive” audiences.
- ❖ Making appointments with or soliciting military personnel during their normally-scheduled duty hours.
- ❖ Soliciting without an appointment in areas used for housing or processing transient personnel, or soliciting in barracks areas used as quarters.
- ❖ Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Representatives with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- ❖ Offering rebates to promote transaction or to eliminate competition.

- ❖ Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Representatives, or the goods, services, and commodities offered for sale.
- ❖ The designation of any agent or the use by any agent of titles (for example, “Battalion Insurance Counselor,” “Unit Insurance Advisor,” “Servicemen’s Group Life Insurance Conversion Representative”) that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- ❖ Entry into any unauthorized or restricted area.
- ❖ Distribution of literature other than to the person being interviewed.
- ❖ Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- ❖ Soliciting door to door or without an appointment.

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

#### **4.9 - Trade Shows, Expositions and Other Sales Forums**

Representatives may display and/or sell YourVoyce products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Representatives must contact the Representative Services department in writing for conditional approval.

#### **4.10 - Conflicts of Interest**

##### **4.10.1 - Crossline Recruiting**

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

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

##### **4.10.2 - Nonsolicitation**

YourVoyce Representatives are free to participate in other direct selling entities, businesses, organizations, opportunities, or ventures (collectively referred to as a “Direct Selling Business”). However, during the term of this Agreement, any renewal or extension hereof, and for a period of six calendar months following the termination of a Representative’s Independent Representative

Agreement, with the exception of a Representative who is personally sponsored by the Representative (or former Representative, as may be applicable), a Representative (or former Representative) may not recruit any YourVoyce Representative or Platform Member for another Direct Selling Business. Representatives and the Company recognize that because direct selling is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Representatives and YourVoyce agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Representatives are located. This provision shall survive the termination or expiration of the Representative Agreement.

For the purposes of this Section 4.10.2, the term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another YourVoyce Representative or Platform Member to: (1) enroll, join, or otherwise participate in another Direct Selling Business; or (2) terminate or alter his or her business or contractual relationship with the YourVoyce. The term “recruit” also includes the above activities in the event that the Representative’s actions are in response to an inquiry made by another Representative or Platform Member.

#### **4.10.3 - Representative Participation in Other Network Marketing Programs**

If a Representative is engaged in another non-YourVoyce Direct Selling Business, it is the responsibility of the Representative to ensure that his or her YourVoyce business is operated entirely separate and apart from any other Direct Selling Business. To this end, the following must be adhered to:

- ❖ Representatives must not sell, or attempt to sell, any competing non-YourVoyce programs, products or services to YourVoyce Platform Members or Representatives. Any program, product or services in the same generic categories as YourVoyce products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. This provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., physician’s offices, health clinics, health clubs, gyms, spas or beauty salons). However, a Representative may sell non-competing products or services to YourVoyce Platform Members or Representatives who are personally-sponsored.
- ❖ Representatives shall not display YourVoyce promotional material, sales aids, products or services with or in the same location as, any non-YourVoyce promotional material or sales aids, products or services.
- ❖ Representatives shall not offer the YourVoyce opportunity, products or services to prospective or existing YourVoyce Platform Members or Representatives in conjunction with any non-YourVoyce program, opportunity, product or service.
- ❖ Representatives may not offer, present, display or discuss any non-YourVoyce products, services or opportunity at any YourVoyce-related meeting, seminar, convention, webinar, teleconference, or other function.
- ❖ Representatives may not produce any literature, audio or video recording or promotional material of any nature (including but not limited to social media postings and emails) which is used by the Representative or any third person to recruit Representatives or customers to participate in any other Direct Selling Business;

- ❖ Representatives may not engage or participate in any activity that may reasonably be foreseen to draw an inquiry from YourVoyce's Representatives or customers relating to the Representative's other Direct Selling Business activities, products or services.

All of these provisions as outlined in this Section 4.10.3 shall survive the termination or expiration of the Representative Agreement for a period of two (2) years after such termination or expiration.

#### **4.10.4 - Confidential Information**

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

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

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

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



#### **4.11 - Targeting Other Direct Sellers**

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

#### **4.12 - Errors or Questions**

If a Representative has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Representative must notify YourVoyce in writing within 60 days of the date of the purported error or incident in question. Alternatively, a Representatives may submit their written request through their back-office, or via an online form provided at; <https://Corp.YourVoyce.com/ISR/help-center/feedback>. YourVoyce will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

#### **4.13 - Governmental Approval or Endorsement**

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

#### **4.14 - Holding Applications or Orders**

Representatives must not manipulate enrollments of new applicants and purchases of products. All Representative Applications and Agreements, and product orders must be sent to YourVoyce within 72 hours from the time they are signed by a Representative or placed by a Platform Member, respectively.

#### **4.15 - Income Taxes**

Each Representative is responsible for paying local, state, and federal taxes on any income generated as an Independent Representative. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If a Representative's YourVoyce business is tax exempt, the Federal tax identification number must be provided to YourVoyce. Every year, YourVoyce will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

#### **4.16 - Independent Contractor Status**

Representatives are independent contractors. The agreement between YourVoyce and its Representatives does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Representative. Representatives shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Representatives are responsible for paying local, state, and federal taxes due from all compensation earned as a Representative of the Company. The Representative has no authority (expressed or implied), to bind

the Company to any obligation. Each Representative shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Representative Agreement, these Policies and Procedures, and applicable laws.

#### **4.17 - Insurance**

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

YourVoyce maintains insurance to protect the Company and Representatives against product liability claims. The Company's insurance policy contains a "Vendors Endorsement" which extends coverage to Representatives so long as they are marketing YourVoyce products in accordance with these Policies and Procedures, as well as applicable laws and regulations. The Company's product liability policy does not extend coverage to claims or actions that arise as a result of a Representative's negligence, intentional misconduct and/or claims beyond those contained in official YourVoyce materials.

#### **4.18 - International Marketing**

Representatives are authorized to promote and/or sell YourVoyce products and services, and enroll Platform Members or Representatives only in the countries in which YourVoyce is authorized to conduct business, as announced in official Company literature (an "Official Country"). YourVoyce products or sales aids may not be given, transferred, distributed, shipped into or sold in any Unauthorized Country (see definition below). Representatives not may sell, give, transfer, or distribute YourVoyce products or sales aids from one Official Country into another Official Country.

Representatives have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register, reserve or otherwise secure any Company names, trademarks, trade names, copyright, patent, other intellectual property, to secure approval for products or business practices, or to establish business or governmental contacts. You agree to indemnify the Company for all costs incurred by it for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

Only after the Company has announced that a country is officially open for business (an "Official Country") may Representatives conduct business in that Official Country by promoting the Company (or related entity) and/or promoting, marketing or selling Products, and enrolling other Representatives or Platform Members. Representatives are required to follow all laws, rules and regulations of the Official Country. Representative may use only promotional materials approved by the Company for use in an Official Country and sell only products approved for sale in that country.

In addition, no Representative may, in any Unauthorized Country:

- advertise the Company, the Compensation Plan or its products;
- offer Company products for sale or distribution
- conduct sales, enrollment or training meetings;

- enroll or attempt to enroll potential Platform Members or Representatives;
- Accept payment for enrollment or recruitment from citizens of countries where YourVoyce does not conduct business;
- promote international expansion via the Internet or in promotional literature; or
- conduct any other activity for the purpose of selling YourVoyce products, establishing a marketing organization, or promoting the YourVoyce opportunity.

A Representative is solely responsible for compliance with all laws, tax requirements, immigration customs laws, rules and regulations of any country in which he or she conducts business. Representatives accept the sole responsibility to conduct their independent businesses lawfully within each country in which he or she conducts business.

A Representative's right to receive commissions in a country may be revoked at any time if the Company determines that he or she has not conducted business in particular country in accordance with the terms and conditions contained herein or the governing operations within such country.

The Company reserves the right to establish additional policies and procedures that are applicable to a specific country. A Representative who conducts business internationally agrees to abide by all special policies established by the Company for the specific country or countries in which he or she conducts business.

#### **4.19 - Bonus Buying**

Bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man (i.e., a "phantom" or fake purchaser) or other artifice.

#### **4.20 - Adherence to Laws, Regulations and the Agreement**

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

#### **4.21 - One YourVoyce Business Per Representative and Per Household**

Except as provided in this section, a Representative may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one YourVoyce business. No individual may have, operate or receive compensation from more than one YourVoyce business.

Individuals of the same Household may maintain, own, and operate their own YourVoyce Business. A "Household" is defined as spouses and dependent adult children living at or doing

business at the same address. In the event that two members of the same Household elect to become Representatives at the same time, one must be enrolled by the other. In the event that more than two members of the same Household elect to become Representatives at the same time, they must elect one Household member to enroll the others. In the event that members of the same Household elect to become Representatives at different times, the Household member who joined YourVoyce first must be the Sponsor for all other Household members.

#### **4.22 - Actions of Household Members or Affiliated Parties**

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

#### **4.23 - Requests for Records**

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

#### **4.24 - Roll-up of Marketing Organization**

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

#### **4.25 - Sale, Transfer or Assignment of YourVoyce Business**

Although a YourVoyce business is a privately owned and independently operated business, the sale, transfer or assignment of a YourVoyce business, and the sale, transfer, or assignment (collectively referred to herein as "transfer") of an interest in a Business Entity that owns or operates a YourVoyce business, is subject to certain limitations. If a Representative wishes to transfer his or her YourVoyce business, or transfer an interest in a Business Entity that owns or operates a YourVoyce business, the following criteria must be met:

- ❖ The business must be at or above the rank of Senior Managing Representative.
- ❖ The buyer or transferee must become a qualified YourVoyce Representative. If the buyer is an active YourVoyce Representative, he or she must first terminate his or her YourVoyce business and wait six calendar months before acquiring any interest in a different YourVoyce business. The six month wait period may be reconsidered by YourVoyce if all other criteria are met.
- ❖ Before the transfer can be finalized and approved by YourVoyce, any debt obligations the selling party has with YourVoyce must be satisfied.
- ❖ The transferring party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to transfer a YourVoyce business.

Prior to transferring an independent YourVoyce business or Business Entity interest, the transferring Representative must notify YourVoyce's Compliance Department in writing and advise of his or her intent to transfer his/her YourVoyce business or Business Entity interest. The transferring Representative must receive written approval from the Compliance Department before proceeding with the transfer. The decisions of YourVoyce regarding a transfer shall be made in its sole and absolute discretion. No changes in line of sponsorship can result from the transfer of a YourVoyce business. In the event that a Representative transfers his or her YourVoyce business without the express written approval of the Compliance Department, such transfer shall be voidable in the sole and absolute discretion of YourVoyce.

#### **4.26 - Separation of a YourVoyce Business**

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

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

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

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

If a former spouse has completely relinquished all rights in the original YourVoyce business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait three calendar months from the date of the final dissolution before re-enrolling as a Representative. In either case, the former spouse or business affiliate shall have no rights to any Representatives in their former organization or to any former Platform Member. They must develop the new business in the same manner as would any other new Representative.

#### **4.27 - Sponsoring Online**

When sponsoring a new Representative through the online enrollment process, the sponsor may

assist the new applicant in filling out the enrollment materials. ***However, the applicant must personally review and agree to the online application and agreement, YourVoyce's Policies and Procedures, and the YourVoyce Compensation Plan. The sponsor may not fill out the online Representative Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.***

#### **4.28 - Succession**

Upon the death or incapacitation of a Representative, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper, including but not limited to, letters of administration, letter testamentary and the Final Order of Probate. Accordingly, a Representative should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a YourVoyce business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Representative's marketing organization provided the following qualifications are met. The successor(s) must:

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

##### **4.28.1 - Transfer Upon Death of a Representative**

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

##### **4.28.2 - Transfer Upon Incapacitation of a Representative**

To effectuate a transfer of a YourVoyce business because of incapacity, the successor must provide the following to YourVoyce: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the YourVoyce business; and (3) a completed Representative Agreement executed by the trustee.

#### **4.29 - Telemarketing Techniques**

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

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

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

#### **4.30 - Back Office Access**

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

#### **4.31 - Unauthorized Communication**

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





# SECTION 5 - RESPONSIBILITIES OF REPRESENTATIVES

## 5.1 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the YourVoyce's files are current. Street addresses are required for shipping since UPS and FedEx cannot deliver to a post office box. Representatives planning to change their e-mail address or move must send their new address and telephone numbers to YourVoyce's Corporate Offices to the attention of the Representative Services Department. To guarantee proper delivery, two weeks advance notice must be provided to YourVoyce on all changes. In the alternative, a Representative's whose contact information changes may amend their contact information through their Representative Back Office.

## 5.2 - Continuing Development Obligations

### 5.2.1 - Ongoing Training

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

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

### 5.2.2 - Increased Training Responsibilities

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

### 5.2.3 - Ongoing Sales Responsibilities

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

### 5.2.4 - Reporting Policy Violations

Representatives who are aware of a violation of these Policies and Procedures by another Representative must submit a written report of the violation directly to the attention of YourVoyce's Compliance Department by mail or email at [compliance@yourvoyce.com](mailto:compliance@yourvoyce.com). Details of the incident in question such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. Any incident reported to the Compliance Department must have

supporting documentation such as images, screenshots, text messages, emails, etc.. Any incident reported without proper supporting documentation will not be reviewed.

### **5.3 - Nondisparagement**

YourVoyce wants to provide its independent Representatives with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Customer Relations Department. Alternatively, a Representatives may submit their written comments through their back-office, or via an online form provided at; <https://Corp.YourVoyce.com/ISR/help-center/feedback>. Remember, to best serve you, we must hear from you! While YourVoyce welcomes constructive input, negative comments and remarks made in the field by Representatives about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other YourVoyce Representatives.

For this reason, and to set the proper example for their downline, during the term of this Agreement and at any time thereafter, Representative agrees not make any false, derogatory, demeaning or disparaging statements (collectively “disparage”) or encourage or induce others to disparage YourVoyce, other YourVoyce Representatives, the Compensation Plan or any of YourVoyce’s past and present owners, officers, directors, employees or products (the “Company Parties”) including, but not limited to: (i) making any statements, or take any other actions whatsoever, to disparage, defame, demean, sully or compromise the goodwill, name, brand or reputation of the Company, its products, Marketing and Compensation Plan, Platform Members, Representatives or any of its YourVoyce Affiliates (as defined in Section 4.6.1) (collectively, the “Company Goodwill”) or (ii) committing any other action that could likely injure, hinder or interfere with the Business, business relationships or Company Goodwill of the Company, its Representatives or its Platform Members.

For purposes of this Section 5.3, the term “disparage” includes, without limitation, comments or statements to the press, any media outlet, industry group, financial institution, the YourVoyce’s Representatives, employees or to any individual or entity with whom YourVoyce has a business relationship (including, without limitation, any vendor, supplier, Platform Member, Representative or independent contractor), social media posts, or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the Company Parties. Notwithstanding the foregoing, nothing in this Section 5.3 shall prevent a Representative from making any truthful statement to the extent, but only to the extent: (1) necessary with respect to any litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement, in the forum in which such litigation, arbitration or mediation properly takes place; or (2) required by law, legal process or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction over the Representative.

### **5.4 - Providing Documentation to Applicants**

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

## **SECTION 6 - SALES REQUIREMENTS**

### **6.1 - Product Sales**

The YourVoyce Compensation Plan is based on the sale of YourVoyce products and services to end consumers (Platform Members). Representatives must fulfill personal and organizational retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

### **6.2 - No Territory Restrictions**

There are no exclusive territories granted to anyone.

# **SECTION 7 - BONUSES AND COMMISSIONS**

## **7.1 - Bonus and Commission Qualifications and Accrual**

A Representative must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Representative complies with the terms of the Agreement, YourVoyce shall pay commissions to such Representative in accordance with the Marketing and Compensation plan. The minimum amount for which YourVoyce will issue a commission is \$35.00. If a Representative's bonuses and commissions do not equal or exceed \$35.00, the Company will accrue the commissions and bonuses until they total \$35.00. Payment will be issued once \$35.00 has been accrued. Notwithstanding the foregoing, all commissions owed a Representative, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of a Representative's business.

## **7.2 - Adjustment to Bonuses and Commissions**

### **7.2.1 - Adjustments for Cancelled Services, Disputed Charges and Chargebacks**

Representatives receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a service is cancelled, a product is returned to YourVoyce for a refund or is repurchased by the Company, a purchaser disputes a charge for one or more product orders, or a purchaser initiates a chargeback through his or her bank or credit card issuer, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the Representative and upline Representatives who received bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; (2) the Representative or upline Representatives who earned bonuses, commissions, or overrides based on the sale of the returned product(s) or cancelled service will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service may be deducted from any refunds or credits to the Representative who received the bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service. In the event that the Company is unable, within three (3) months from the payment of any refund(s) by the Company or the debiting of any chargebacks, to recover all bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service(s) from the Representative or upline Representatives who received them, the Company shall be entitled to assert a claim against such Representative(s) for payment.

Representatives receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a service is cancelled or a product is returned to YourVoyce for a refund, is repurchased by YourVoyce, a purchaser disputes a charge for one or more orders, or a purchaser initiates a chargeback through his or her bank or credit card issuer, any of the following may occur at YourVoyce's discretion: (1) the bonuses, commissions, or overrides attributable to the returned, repurchased, disputed or charged back products or services will be deducted from payments to the Representative and upline Representatives who received bonuses, commissions, or overrides on the sales of the products or services, in the month in which the refund is given or chargeback is made, and continuing every pay period thereafter until all commission are recovered; (2) the Representative or upline Representatives who earned bonuses, commissions, or overrides based on the sale of the returned, repurchased, disputed or charged back products or services will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; (3) the points associated with any disputed charges for products or

services may be “suspended” and will not be posted to a Representative’s Personal Sales or the upline’s Group Sales Volume until such time as the dispute is successfully resolved; or (4) the bonuses, commissions, or overrides attributable to the returned, repurchased, disputed or charged back products or services may be deducted from any refunds or credits to the Representative who received the bonuses, commissions, or overrides on the sales of such products or services. In the event that YourVoyce is unable, within three (3) months from the payment of any refund(s) by YourVoyce or the debiting of any disputed amounts or chargebacks, to recover all bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service(s) from the Representative or upline Representatives who received them, YourVoyce shall be entitled to assert a claim against such Representative(s) for payment.

### **7.2.2 - Hard Copy Commission Checks**

The Company pays commissions via direct deposit into Representatives’ bank accounts or via direct payment onto a Company provided debit card. There is no charge for direct deposit. A Representative may also request a hard-copy. The Company will deduct a \$5.00 processing fee from each hard-copy commission check issued.

### **7.2.3 - Tax Withholdings**

If a Representative fails to provide his or her correct tax identification number, YourVoyce will deduct the necessary withholdings from the Representative’s commission checks as required by law.

## **7.3 - Reports**

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

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOURVOYCE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY REPRESENTATIVE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF YOURVOYCE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, YOURVOYCE OR OTHER PERSONS CREATING OR TRANSMITTING THE

INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

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

# SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

## 8.1 - Product Guarantee and Rescission

YourVoyce offers a 100% sixty (60) day money-back satisfaction guarantee (less shipping charges) to all Platform Members and Representatives. This satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable.

## 8.2 - Rescission

### 8.2.1 - Platform Members

Federal and state law requires that a Platform Member who makes a purchase of \$25.00 or more has three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form or sales receipt.

### 8.2.2 - Informing Platform Members

Representatives **MUST** verbally inform their Platform Members of this right of rescission. Because all orders are completed online, the Company will provide the Platform Member with a receipt, both at the time of purchase and via an email receipt. All Platform Members must be provided with two copies of an official YourVoyce Retail Sales Receipt at the time of the sale. Terms included with the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

## 8.3 - Return of Starter Kits and Sales Aids by Representatives Upon Termination

Upon termination of a Representative's Agreement, the Representative may return Starter Kits and sales aids that he or she personally purchased from YourVoyce (purchases from other Representatives or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within one year prior to the date of termination. Upon receipt of a Resalable Starter Kit and/or Resalable products and sales aids, the Representative will be reimbursed 90% of the net cost of the original purchase price(s), less any amounts or compensation the Representative received on account of the purchase of the returned products.. Neither shipping and handling charges incurred by a Representative when the Starter Kit, products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Representative was paid a commission, rebate, or any other form of compensation based on a product(s) that he or she purchased, and such product(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) they are still in YourVoyce's current inventory; (5) the expiration date(s) for any returned products has not passed; and (6) they are returned to YourVoyce within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Replicated Website fees are not refundable except as required by applicable state law.

### 8.3.1 Montana Residents

A Montana resident may cancel his or her Representative Agreement within 15 days from the date of enrollment, and may return his or her Starter Kit for a full refund within such time period.

### 8.4 - Procedures for All Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- ❖ All items must be returned by the Representative or customer who purchased it directly from YourVoyce.
- ❖ All items to be returned must have a Return Authorization Number which is obtained by calling the Representative Services Department. This Return Authorization Number must be written on each carton returned.
- ❖ The return is accompanied by:
  - The original packing slip with the completed (and signed Consumer Return information, if applicable);
  - The unused portion of the item(s) in its/their original container.
- ❖ Proper shipping carton(s) and packing materials are to be used in packaging the item(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to YourVoyce shipping pre-paid. YourVoyce does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the Representative. If the returned items are not received by the Company's Distribution Center, it is the responsibility of the Representative to trace the shipment.
- ❖ If a Representative is returning merchandise to YourVoyce that was returned to him or her by a personal Platform Member, the product must be received by YourVoyce within ten (10) days from the date on which the Platform Member returned the merchandise to the Representative, and must be accompanied by the sales receipt the Representative gave to the customer at the time of the sale.

**No refund or replacement of any items will be made if the conditions of these rules are not met.**



# SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

## 9.1 - Disciplinary Sanctions

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

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

## 9.2 - Grievances and Complaints

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

## 9.3 - Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within

60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Freeport, Illinois, and shall last no more than two business days.

#### 9.4 - Arbitration

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

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

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

All arbitration proceedings shall be held in Freeport, Illinois. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

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

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

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

## **9.5 - Governing Law, Jurisdiction, and Venue**

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

### **9.5.1 - Louisiana Residents**

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

## **SECTION 10 - PAYMENTS**

### **10.1 - Insufficient Funds and Insufficient Credit**

All checks returned by a Representative's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Representative. After receiving a returned check from a customer or a Representative, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to YourVoyce by a Representative for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks. YourVoyce is not obliged to contact you regarding orders that are canceled due to insufficient funds or credit. Representatives must be sure that there are sufficient funds or credit available to cover any orders they place.

### **10.2 - Sales Taxes**

YourVoyce is required to charge sales taxes on all purchases made by Representatives and Platform Members, and remit the taxes charged to the respective states. Accordingly, YourVoyce will collect and remit sales taxes on behalf of Representatives, based on the suggested retail price of the products or the transaction price (if allowed by the state), according to applicable tax rates in the state or province to which the shipment is destined. If a Representative has submitted, and YourVoyce has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Representative (unless the state in question does not accept a Sales Tax Exemption Certificate and Sales Tax Registration License from a direct selling independent contractor). Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by YourVoyce is not retroactive.

# SECTION 11 - INACTIVITY, RECLASSIFICATION AND TERMINATION

## 11.1 - Effect of Termination

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

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

## 11.2 - Termination Due to Inactivity

### 11.2.1 - Failure to Meet PV Quota

If a Representative fails to personally generate at least twenty dollars (\$20) PV for 12 consecutive months, his or her Representative Agreement shall be canceled for inactivity.

### 11.2.2 - Failure to Earn Commissions

If a Representative has not earned a commission for twelve consecutive months (and thus become "inactive"), his or her Representative Agreement shall be canceled for inactivity, after first offering the Representative an option to renew his or her application as an Independent Representative. If the Representative does not renew his or her application within sixty (60) days of the offer, then his or her Representative Agreement shall be canceled for inactivity.

### 11.2.3 - Reclassification Following Termination Due to Inactivity

If a Representative is cancelled for inactivity, his or her Representative Agreement will be terminated. If he or she is a Platform Member, the Subscription Agreement shall remain in force.

## 11.3 - Involuntary Termination

A Representative's violation of any of the terms of the Agreement, including any amendments

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

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

#### **11.4 - Voluntary Termination**

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Representative's signature, printed name, address, and Representative I.D. Number. In addition to written termination, Representatives who have consented to Electronic Contracting will cancel their Representative Agreement should they withdraw their consent to contract electronically.

#### **11.5 - Non-renewal**

A Representative may also voluntarily cancel his or her Representative Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her annual renewal fee. The Company may also elect not to renew a Representative's Agreement upon its anniversary date.

#### **11.6 - Exceptions to Activity Requirements**

##### **11.6.1 - Maternity**

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

##### **11.6.2 - Military Deployment**

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

## SECTION 12 - DEFINITIONS

**Active Platform Member** — A Platform Member who purchases YourVoyce products or services during a particular month, and whose account has been paid for the ensuing year.

**Active Representative** — A Representative who satisfies the minimum Personal Sales Volume requirements, as set forth in the YourVoyce Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

**Active Rank** — The term “active rank” refers to the current rank of a Representative, as determined by the YourVoyce Compensation Plan, for a particular pay period. To be considered “active” relative to a particular rank, a Representative must meet the criteria set forth in the YourVoyce Compensation Plan for his or her respective rank. *(See the definition of “Rank” below.)*

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

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

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

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

**Downline Leg** — Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

**Immediate Household** — Spouses, heads-of-household, and dependent family members residing in the same residence.

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

**Official YourVoyce Material** — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by YourVoyce to Representatives.

**Personal Volume** — The commissionable value of services purchased by: (1) a Representative; (2) the Representative’s personally-enrolled Platform Members; and (3) the Representative’s personal Retail

Platform Members who purchase from the Representative's YourVoyce replicated website.

Rank — The "title" that a Representative holds pursuant to the YourVoyce Compensation Plan. "Title Rank" refers to the highest rank a Representative has achieved in the YourVoyce compensation plan at any time. "Paid As" rank refers to the rank at which a Representative is qualified to earn commissions and bonuses during the current pay period.

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

Replicated Website – A website provided by YourVoyce to Representatives which utilizes website templates developed by YourVoyce.

Resalable — Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to YourVoyce within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Platform Member — An individual who purchases YourVoyce services from or through a Representative who may or may not participant in the YourVoyce compensation plan.

Retail Sales – Sales to a Platform Member.

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

Sponsor — A Representative under whom an Enroller places a new Representative or Platform Member, and is listed as the Sponsor on the Representative or Platform Member Application and Agreement.

Sponsoring — The act of introducing a prospective Representative to YourVoyce and assisting him or her to execute a Representative Application and Agreement and thereby become a YourVoyce Representative. (Also see the definition of "Sponsor.") These activities are called "sponsoring."

Starter Kit — A selection of YourVoyce training materials and business support literature, and Representative replicated website that each new Independent Marketing Representative is required purchase.

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



particular Representative to the Company.