



P O L I C I E S   &   P R O C E D U R E S

Effective July 25, 2023

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These “Policies and Procedures,” in their present form and as may be amended at the sole discretion of QuiAri, LLC (“QuiAri” or the “Company”), are incorporated into the QuiAri Promoter Agreement by and between QuiAri and every Independent Promoter (“Promoter”). Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to the QuiAri Promoter Agreement, the Policies and Procedures, and the QuiAri Compensation Plan.

## **SECTION 1. CODE OF ETHICS**

As a Promoter, you are the face of QuiAri. You represent us every day when you interact and share your story. It is important that our Promoters conduct themselves in a manner that upholds the high standards of the QuiAri brand. This Section 1 is the QuiAri Code of Ethics. Promoters are required to review and at all times uphold the QuiAri Code of Ethics. When sharing information about QuiAri and its Products, always communicate honestly, respectfully, accurately, and with integrity. Our mutual success relies on your understanding and execution of the Policies and Procedures, as well as all laws and regulations that apply to your QuiAri business. This Code of Ethics is designed to protect you, your business, QuiAri, and, importantly, all Promoters and Customers. You must at all times avoid any conduct that may adversely or negatively impact QuiAri.

### **1.1. Act Honestly And With Integrity.**

- Always respect the rights of Customers and Promoters and act with integrity.
- Do not mislead or deceive Customers.
- Be authentic, honest, and lawful. When acting as a Promoter for QuiAri, you will comply with all legal obligations that apply to your QuiAri business.
- Always identify yourself as a QuiAri Promoter when promoting QuiAri Products or the QuiAri Program.

### **1.2. Be Professional.**

- Interact respectfully with your Customers, your QuiAri team, other Promoters, Home Office employees, and anyone else you encounter in connection with your QuiAri business.
- Promptly address any complaint and strive to resolve the matter professionally and in good faith.
- Be mindful of the difference between what is factually correct and what may be your personal opinions or desires, or those of your fellow team members, while taking care to respect the opinions and desires of others.
- As a representative of QuiAri, hold yourself to the highest standards of service to your Customers and fellow Promoters.
- A Promoter shall not demean, discredit, disparage or defame QuiAri or any Promoter or Customer of QuiAri.

### **1.3. Promote Responsibly.**

- Always present accurate information and use proper disclaimers whenever encouraging others to join QuiAri as a Promoter.
- Never deceive, intimidate, or engage in unlawful recruiting practices, including suggesting that QuiAri Product purchases are mandatory.
- All incentives must be based on QuiAri Product sales only.
- Promoters must actively work to establish and maintain a Customer base.
- Unethical business interactions will not be tolerated.

#### 1.4. Communicate Potential Earnings Authentically.

- Never promise or guarantee any amount of earnings.
- Always provide proper disclaimers of typical results when sharing information about potential earnings, including lifestyle income claims.
- Properly represent the level of effort and skill needed to succeed with QuiAri. Do not oversimplify or state that it only takes “hard work.”

#### 1.5. Purchase Responsibly.

- Purchase QuiAri Products reasonably and responsibly in compliance with laws prohibiting inventory loading. Please encourage others to do the same.
- Product purchases may only be made for personal use and/or product sampling, not for title advancement or to earn incentives.

#### 1.6. Respect IP Rights.

- Never use the name, likeness, photo, logo, or any other property of a celebrity, company, organization, or any other person or entity without their prior written licensure, approval or consent.
- Never use music, videos, images, or other content, whether found on the Internet or otherwise, without obtaining prior written licensure, approval or consent.
- Never use the QuiAri name, logo or other brand assets in support of any personal promotional endeavors, including in books or other writings, without prior written consent of QuiAri.

#### 1.7. Protect Consumer Privacy.

- Always safeguard and protect all private information provided by a Customer/Promoter or prospective Customer/Promoter.
- All Customer transactions must be conducted by the Customer on the QuiAri website.

#### 1.8. Impermissible Sales Methods.

- Promoters shall at all times comply with and use all the sales methods outlined in this Agreement.
- Promoters shall at all times comply with all applicable federal, state and other laws.
- Promoters shall at no time use any automated telephone contact system or engage in any “robocall” sales methods.

## SECTION 2. POLICIES AND PROCEDURES AND COMPENSATION PLAN INCORPORATED INTO PROMOTER AGREEMENT

These Policies and Procedures, the QuiAri Promoter Agreement, and the QuiAri Compensation Plan (collectively, the “**Agreement**”), constitute the entire contract between QuiAri and a Promoter.

Promoter understands that the Policies and Procedures are always posted in a Promoter’s “Back Office.” Promoter has reviewed or agrees to review the Policies and Procedures within three (3) days of entering into the Agreement. If Promoter does not agree to the Policies and Procedures the sole recourse is to cancel and terminate the Agreement via email notice delivered to QuiAri at [support@quiari.com](mailto:support@quiari.com). Failure to timely cancel and terminate the Agreement constitutes Promoter’s acceptance of the Policies and Procedures.

QuiAri reserves the right to amend the Policies and Procedures at its discretion. Amendments are effective thirty (30) days after notice and publication of the amended provisions in the Back Office. Amended policies will not apply retroactively to conduct that occurred prior to the effective date of the amendment. A Promoter has the right to terminate the Agreement pursuant to Section 16.1 of these policies. Termination is only effective upon email notice delivered to and received by QuiAri at [support@quiari.com](mailto:support@quiari.com) prior to the effective date of the amendment. Failure to terminate the Agreement prior to the effective date of an amendment, the subsequent operation of a QuiAri business, or the subsequent acceptance of bonuses or commissions constitutes the Promoter's agreement to the amendment. It is the Promoter's responsibility to stay informed and apprised of the current Policies and Procedures and all amendments as posted in the Back Office, and QuiAri is in no way responsible or liable for a Promoter's lack of knowledge of the Policies and Procedures or any amendment.

### **2.1. Policies and Provisions Severable.**

If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, in whole or in part, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a Promoter against QuiAri shall not constitute a bar or defense to QuiAri's enforcement of any term or provision of the Agreement.

### **2.2. Entire Agreement.**

The Agreement, along with all documents incorporated by reference, in their current form and as amended by QuiAri in its sole discretion, constitutes the entire agreement of the parties hereto with respect to its subject matter. The Agreement supersedes all previous, contemporaneous, inconsistent agreements, negotiations, representations, and promises between the parties, written or oral, regarding the subject matter hereunder. There are no oral or written collateral representations, agreements, or understandings except as provided herein.

### **2.3. Termination by QuiAri.**

QuiAri reserves and has the right at its discretion to terminate this Agreement effective upon thirty (30) days written notice (or shorter notice as required by unforeseen circumstances) for any reason or no reason.

## **SECTION 3. IMPORTANT E-SIGN NOTICE - CONSENT TO ELECTRONIC RECORD**

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.), requires that you consent to entering into an electronic agreement with QuiAri before the Agreement is executed. Please read the following information carefully.

1. Should you enter into an online QuiAri Promoter Agreement and thereby become a Promoter, you will not be required to submit a paper application. The entire Agreement between a Promoter and QuiAri will be evidenced by an electronic record. However, you must consent to the use of an electronic record and must read the entire Agreement during the enrollment process and electronically acknowledge that you have read the terms and conditions.

2. To access the documents comprising the Agreement and submit an online application requires use of a personal computer with Internet access, Internet browser software, and PDF reader software.

3. A Promoter may withdraw consent to the use of electronic records at any time. Withdrawal of such consent shall terminate the Agreement between QuiAri and the Promoter, effective immediately. To withdraw consent to the exclusive use of electronic records (and thereby terminate the Agreement with QuiAri) a Promoter must do so through the Promoter's Back Office or contact [support@quiari.com](mailto:support@quiari.com).

4. A Promoter may obtain a paper copy of the Agreement by sending an email request to [support@quiari.com](mailto:support@quiari.com). The request must include the Promoter's name and identification number, mailing address, and email address. Upon receipt of such request, QuiAri will mail the then current version of each document to the Promoter's mailing address. The Promoter will be charged one dollar (\$1.00) USD per page for this service with a minimum charge of ten dollars (\$10.00) USD.

5. Promoter acknowledges and agrees that QuiAri may amend the Agreement and all documents incorporated herein at its sole discretion upon proper notice as specified in those documents. A Promoter may access the version of these documents that was in effect at the time the Promoter electronically executed the Agreement. Superseded or outdated documents are archived by QuiAri and are available by contacting QuiAri. The most current version of the Agreement is always available in the Promoter's Back Office for viewing, printing, and downloading.

6. Should there ever be a change in the equipment or software necessary to access the Agreement and the documents incorporated therein, QuiAri will notify each Promoter of the same and provide a list of equipment and software necessary to do so. In such event, a Promoter may terminate the Agreement effective upon email notice delivered to and received by QuiAri at [support@quiari.com](mailto:support@quiari.com) within thirty (30) days of the date the Promoter receives notice of the change from QuiAri.

7. By clicking the "I Agree" box on the QuiAri Application, you consent to use of electronic records evidencing the Agreement. If you click the "Cancel" box, the enrollment process will be terminated, you will be returned to QuiAri's home page, and no agreement between you and QuiAri will be in force or effect.

## SECTION 4. BECOMING A PROMOTER

### 4.1. Term and Renewal of a QuiAri Business.

The term of this Agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). The term of this Agreement shall automatically renew each year unless Promoter provides written notice of cancellation via Email to [support@quiari.com](mailto:support@quiari.com) five (5) days prior to the renewal date.

Effective immediately upon non-renewal, cancellation or termination of this Agreement, Promoter waives all rights Promoter has under the Agreement and under law, including but not limited to: property rights to Promoter's former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of their former downline organization. Promoter shall not be eligible to receive commissions, bonuses, or other income resulting from Promoter's activities or the activities of Promoter's former downline sales organization.

## 4.2. Independent Contractor Status.

All Promoters are independent contractors engaged in their own separate business pursuits. Each Promoter shall establish his, her, or its own means and methods of sales activities in compliance with the terms of the Agreement. The Agreement between QuiAri and Promoter does not create an employer/employee, franchise, agency, partnership, or joint venture relationship between QuiAri and Promoter. QuiAri will not treat Promoter as an employee of QuiAri for federal and/or state tax purposes or any other purpose. Promoters are strictly prohibited from representing, stating or implying the relationship between QuiAri and a Promoter is any other than as outlined above. Promoter shall hold harmless and indemnify QuiAri from any claims, damages, or liabilities arising out of Promoter's business activities practices. Promoters have no authority to bind QuiAri to any obligation.

**4.2.1. Legal Compliance.** Promoters shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances concerning the operation of Promoter's business. Promoters are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, QuiAri will issue to each Promoter an IRS Form 1099 Misc. for non-employee compensation as required (current law requires 1099's only for annual incomes earned for six-hundred dollars (\$600.00) USD and above within a calendar year. Because Promoters are not employed by or with QuiAri, the Company is not responsible for payment or co-payment of any employee benefits, statutory withholdings or remittances, or any other amounts or contributions required by law to be paid, withheld or submitted on behalf of employees.

## 4.3. No Sponsor/Placement Corrections and Changes.

Because QuiAri calculates and pays commissions via "Same Day Pay," Sponsorship and/or Placement changes will not be accepted under any circumstance after the original Application has been submitted.

## SECTION 5. PROMOTER ADVANTAGES

### 5.1. Promoter Advantages.

By becoming a Promoter, the Promoter is able to participate in the opportunities and advantages provided by QuiAri. These advantages include the ability of the Promoter to: (i) purchase QuiAri Products; (ii) sell QuiAri Products and qualify and participate in the Compensation Plan (receiving Commissions and Achievement Rewards, if eligible); (iii) sponsor Customers and other potential Promoters into the Program to build a Downline and advance through the various levels under the Compensation Plan; (iv) receive periodic QuiAri communications; and (v) upon payment of appropriate charges, if applicable, voluntarily participate in QuiAri's sponsored support, service and training, and motivational, promotional, incentive and recognition programs for Promoters. Promoters understand that it is within the exclusive right of QuiAri to accept or reject orders submitted by any Promoter.

## SECTION 6. PROMOTER REQUIREMENTS AND RESTRICTIONS

### 6.1. Legal Age.

Promoters must be a minimum of eighteen (18) years old. QuiAri products are not intended for consumption or use by any person under that age limit and no underage person shall be permitted to promote our products. No image or likeness of any underage person shall be used in any advertising associated with QuiAri.

## **6.2. No Purchase Required.**

Promoters are not required to purchase any QuiAri Product, service, or program in order to participate in the QuiAri Compensation Plan.

## **6.3. No Inventory Requirements.**

Promoters are not required to purchase or carry any amount of inventory of QuiAri Products and may maintain active accounts and earn Commissions without carrying any inventory or making a product purchase. Orders may be transacted directly with the Company on behalf of the Promoter through the QuiAri Website. Promoters receive full credit under the Compensation Plan for all such direct sales. Promoters may, at their option, purchase QuiAri Products in bulk for resale to Customers or other use in support of business activities (e.g., incentives or product trials). Such bulk purchases by a Promoter may not be for the purpose of qualification for Recognition Titles or Achievement Rewards, and must not be excessive in relation to the earnings of any Promoter who makes such purchases.

## **6.4. Training Requirement.**

Promoters may sponsor other Promoters. The sponsoring Promoter is required and responsible to adequately train each Promoter sponsored. "Adequate training" shall include, but is not limited to: providing notice of and education regarding the Policies and Procedures, the Compensation Plan, product information, medical claims, and sales strategies. A Sponsor must maintain an ongoing, professional leadership association with each Promoters in his, her, or its organization and must fulfill the obligation of performing a bona fide supervisory, sales, or distributive function on the sale or delivery of product and services to the consumer.

## **6.5. Inducing Promoters to Violate Policy.**

Promoters must not, directly or indirectly, induce, encourage, or assist another Promoter to violate QuiAri's Policies and Procedures or any Agreement with QuiAri.

## **6.6. Reporting Policy Violations.**

Promoters who become aware that another Promoter has violated the QuiAri Policies and Procedures or any Agreement with QuiAri should promptly notify QuiAri Support in writing at [support@quiari.com](mailto:support@quiari.com). Details of the incident (such as dates, number of occurrences, and persons involved) and any supporting documentation should be included in the report to the extent available.

## **6.7. Media Inquiries.**

Promoters must not interact with the media regarding QuiAri, its business, or its products. All media inquiries, including from radio, television, print, online, or any other medium, shall be directed to QuiAri's marketing department in writing at [support@quiari.com](mailto:support@quiari.com).

## **6.8. Nonsolicitation of QuiAri Promoters and Customers.**

Promoters may participate in other Network Marketing businesses simultaneously while participating in QuiAri's business without breaching the Agreement. However, during the term of the Agreement and for one (1) year following the termination of the Agreement for any reason, a Promoter may not, directly or indirectly, independently or in conjunction with or on behalf of any other person or entity, recruit or engage in recruitment of any current QuiAri Promoter or



Customer to participate in any other Network Marketing business; provided, however, this restriction does not apply to a downline Promoter or Customer of QuiAri sponsored by the Promoter. The terms “**Recruit**,” “**Recruiting**” and “**Recruitment**” mean the direct or indirect, actual or attempted, recruitment, solicitation, sponsorship, enrollment, encouragement, assistance, support, recommendation, suggestion, or effort to influence a current QuiAri Promoter to enroll or participate in another Network Marketing business, whether such recruitment occurs by the Promoter independent of or in conjunction with or on behalf of another person or entity. Recruitment occurs and is prohibited even if it is initiated by or occurs in response to an inquiry by another Promoter or Customer of QuiAri.

If a Promoter engages in another business or Network Marketing business or program, it is the responsibility of the Promoter to ensure that the Promoter’s QuiAri business is operated in compliance with the Agreement and entirely separate and apart from any other business and/or Network Marketing program. To this end, the Promoter must not:

- Display QuiAri promotional material, sales aids, or products in conjunction with or in the same location as any other promotional material or sales aid, product, or service not directly related to QuiAri’s business (Pinterest and similar social media sites are exempt from this policy).
- Violate the restriction against recruitment of QuiAri Promoters or Customers as set forth above.
- Offer, promote, discuss, or display any product, service or business opportunity not directly related to QuiAri during any meeting, seminar, convention, webinar, teleconference, or other function involving QuiAri’s products, services, or business.
- Recommend, discuss, communicate with, or solicit, directly or indirectly, in order to induce or attempt to induce any existing or potential Customer, Promoter, vendor, manufacturer, supplier or other business affiliate of QuiAri (or any of QuiAri’s affiliates), to limit, reduce, cease, or terminate a business relationship with QuiAri (or any affiliate of QuiAri).
- Induce or attempt to induce or persuade any existing or potential Customer, Promoter, vendor, manufacturer, supplier or other business affiliate of QuiAri (or any of QuiAri’s affiliates), to limit, reduce, cease or terminate a business relationship with QuiAri (or any affiliate of QuiAri).
- Solicit or divert, or attempt to solicit or divert, any business opportunity away from QuiAri (or any affiliate of QuiAri); or
- Otherwise interfere or attempt to interfere with any of the existing or potential business, contractual or economic relationships of QuiAri (or any affiliate of QuiAri).

The Parties agree that this provision shall survive the termination or expiration of the Agreement.

QuiAri and Promoter agree that any violation of this provision shall cause QuiAri irreparable harm for which there is no adequate remedy at law, and the injury to QuiAri shall outweigh any potential injury to Promoter caused by entry of any injunctive or other relief to enforce this provision and, therefore, QuiAri shall be entitled to emergency, temporary, preliminary and permanent injunctive relief to prevent further violations of this provision.

#### **6.9. Vendor Confidentiality.**

QuiAri’s business relationships and the terms thereof with its existing or potential vendors, manufacturers, and suppliers are proprietary and confidential. A Promoter shall not, directly or indirectly, contact, speak to, or communicate or interact with, any existing or potential supplier, manufacturer, or vendor except at and only during a QuiAri-sponsored event at which the supplier, manufacturer, or vendor is present at the request of QuiAri.

## 6.10. Cross-Sponsoring.

Actual or attempted Cross Sponsoring is strictly prohibited. “**Cross Sponsoring**” shall mean the enrollment by a Promoter in a different line of sponsorship of any existing Customer or Promoter of QuiAri, or any person or entity who was a Customer or Promoter of QuiAri in the preceding six (6) calendar months. The use of any other person’s or entity’s (including a spouse or relative) name, trade name, DBA, assumed name, corporation, partnership, trust, federal ID number, or fictitious ID number to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a QuiAri business in accordance with Section 15.1.

If Cross Sponsoring occurs, Promoter must notify QuiAri immediately. QuiAri may, at its sole, complete and unlimited discretion, take disciplinary action against any Promoter who engages in Cross Sponsoring and/or any Promoter who was Cross Sponsored into a different line of sponsorship. QuiAri may, at its complete, unlimited and sole discretion, also move all or part of an offending Promoter’s downline to his or her original downline organization; provided, however, QuiAri is under no obligation to do so.

Promoters waive, release and remise any and all claims, defenses, objections, demands, complaints, damages and causes of action against QuiAri, whether arising in tort, contract, equity or some other basis, arising from or relating in any way to any disciplinary action by QuiAri, including but not limited to the disposition of the Cross Sponsored Promoter’s downline organization.

## 6.11. Targeting Other Direct Sellers.

Promoters must refrain from targeting, soliciting, inducing, or attempting to recruit a member of another Network Marketing business to participate or join with QuiAri as a Promoter. Each Promoter shall fully indemnify and hold harmless QuiAri from any claim, demand, damage, penalty, cause of action, suit, arbitration, or mediation arising from or related to a Promoter’s violation of this provision.

## 6.12. Recordings.

Promoters and Customers shall not produce or reproduce QuiAri audio or video materials. Promoters and Customers shall not audiotape in any manner any QuiAri meeting, conference call, event, or conference nor shall they post such recordings online in any social media.

# SECTION 7. PROMOTER BUSINESS PRACTICES

## 7.1. Taxation.

Promoters are independent contractors and will be treated as independent contractors for all federal and/or state tax purposes. Promoters are not and will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, State Unemployment Act, or any other federal, state, or local statute, ordinance, rule, or regulation. As independent contractors, Promoters are solely responsible for reporting all income generated to the federal and/or state taxing authorities as required by law. Each Promoter bears full responsibility for any resulting penalties or interest resulting from a Promoter’s failure to properly report income, products sold, or any other requisite information and/or a Promoter’s failure to properly pay any amount required to any federal or state taxing authority. QuiAri cannot provide Promoters with any tax advice. Please consult

with your own tax professionals for such advice.

## **7.2. Liability Insurance.**

As an independent contractor, Promoters shall be solely responsible for obtaining applicable business insurance as deemed necessary or prudent by the Promoter, including but not limited to insurance relating to live events. QuiAri will not provide Promoters with any advice concerning available or prudent insurance decisions or products.

## **7.3. Drug/Medical Claims.**

Promoters shall not, directly or indirectly, represent that any QuiAri product is approved by the United States Food and Drug Administration (“FDA”) or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, or management, or remedy of illness, ailment, or disease can be improved by consumption or application of the product. Promoters understand that QuiAri products are not offered, intended or considered as medicinal treatment of any disorder or disease, either mental or physical, and Promoters shall not represent, suggest or imply that they are.

## **7.4. No Representations Regarding Governmental Approval.**

Promoters shall not represent, suggest or imply that QuiAri Products or the Program have been approved or endorsed by any governmental or regulatory agency, including but not limited to the FDA. In addition, Promoters may not make any claims or representations regarding the QuiAri Products that constitute off-label drug claims or representations.

## **7.5. Retail Sales Receipts.**

In the event of a Product resale conducted directly between a Promoter and a Customer, a Promoter shall provide the Customer with two (2) copies of a retail sales receipt at the time of the sale. The retail sales receipt must set forth certain Customer protection rights afforded by federal law. The receipt is required to inform Customers they are entitled to cancel any purchase of twenty-five dollars (\$25.00) USD or more within three (3) business days from the date of the sale, five (5) business days for an Alaska resident who purchase ten dollars (\$10.00) USD or more, fifteen (15) business days for a North Dakota resident aged sixty-five (65) or older who purchase fifty dollars (\$50.00) USD or more, and fifteen (15) days after enrollment for a Promoter who is a Montana resident. Saturdays, Sundays, and legal holidays are not business days.

## **7.6. Handling Personal Information.**

Promoters have the duty and responsibility to maintain the confidentiality and security of any Personal Information about an existing or prospective Promoter or Customer of QuiAri. Promoters should immediately discard, shred, irreversibly delete and destroy Personal Information of others when possession is no longer necessary. “**Personal Information**” includes but is not limited to: names, addresses, email addresses, phone numbers, credit card information, social security or tax identification information, and other information associated with these details.

## **7.7. Promoter Obligations.**

In consideration for this Agreement and use of QuiAri Products and Services, Promoter agrees to: (1) provide true, accurate, current, and complete information as required on the Customer Application, and (2) maintain and promptly update the Promoter profile to keep it accurate, updated and complete. If a Promoter provides any information that is untrue, inaccurate, not current or incomplete, or if QuiAri has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, QuiAri has the right to suspend or terminate Promoter’s account and refuse any and

all current or future use of the Products and Services.

#### **7.8. Account Modifications.**

A Promoter profile may be updated by a Promoter by logging into the QuiAri Account and electronically submitting the new data to [support@quiari.com](mailto:support@quiari.com).

#### **7.9. Passwords.**

Promoters are responsible for maintaining the confidentiality of the Promoter's password and are solely responsible for all activities that occur under the Promoter's account. QuiAri is not responsible for any misappropriation, loss, or damage of any other nature caused in whole or in part from Promoter's failure to maintain the confidentiality of a Promoter's password, and Promoters waive, release and remise any and all claims, defenses, objections, demands, complaints, damages and causes of action against QuiAri, whether arising in tort, contract, equity or some other basis, arising from or relating in any way to such failure by a Promoter. A Promoter may change the password at any time by logging into the Promoter's QuiAri Account.

#### **7.10. Income Representations.**

Promoters shall not make claims or representations of potential or guaranteed income or profits in connection with the Program. Any amounts that Promoters earn through the Program are based only on the sale of QuiAri Products and not on the mere act of sponsoring other Promoters. While Promoters may believe it beneficial to disclose to other existing or potential Promoters information concerning the Promoter's earnings or the earnings of others, such conduct may have legal consequences and adversely impact QuiAri and others unless appropriate disclosures required by law are also made. Therefore, Promoters shall refrain from making any representation, suggestions, projections, claims, or estimates regarding another Promoters' potential or guaranteed income from the Program, or disclose information concerning the Promoter's own income from the Program (including Back Office commission statements, bank statements, tax records, or other such documents). Promoters may make lifestyle claims or provide hypothetical income examples if the following conditions are met: (i) the information must be accurate and not misleading; (ii) claims of potential or guaranteed income may not be made; (iii) actual earnings may not be disclosed; (iv) hypothetical income examples must be clearly indicated as such; and (v) the Income Disclosure Statement must be provided.

#### **7.11. Income Disclosure Statement.**

When presenting the QuiAri business to a prospective Promoter, or in any case in which a QuiAri promoter is discussing the QuiAri income opportunity with a prospective Promoter, the presenting Promoter must provide the prospect(s) with the most current version of QuiAri's Income Disclosure Statement (the "IDS"). The IDS can be downloaded from the Back Office. During the presentation, the Promoter must make it clear that income is not guaranteed and must thoroughly review the current IDS with the prospect. Promoters shall not alter, supplement, revise, amend or edit the IDS. If a Promoter is presenting the QuiAri business to an audience using a slide or other visual presentation, one of the slides or pages of the presentation must contain the current IDS, and there may be no other graphics or text on that slide or presentation page. The presenting Promoter must thoroughly discuss the IDS with the audience.

#### **7.12. Business Presentations.**

Promoters may use the Business Presentation materials that QuiAri has made available through the Promoter Back Office to promote QuiAri and the Program. Corporate business presentations must be re-posted in their entirety and may not be modified or revised in any way. Promoters are responsible to ensure that they are using the most current version of QuiAri

business presentations; no other business presentations are approved for Promoter use.

### **7.13. No Exclusive Territories.**

There are no exclusive territories for recruiting purposes, nor shall any Promoter represent, state or imply that a QuiAri Promoter has any exclusive territory rights.

## **SECTION 8. REPORTS, CONFIDENTIAL INFORMATION, AND TRADE SECRETS**

### **8.1. Reports and Confidential Information.**

The information contained in the QuiAri database is confidential and proprietary to QuiAri in all forms, including but not limited to electronic, hard copy, and digital media (“**QuiAri Confidential Information**”). The QuiAri Confidential Information includes, but is not limited to, Reports provided to Promoters, the business plans and strategies of QuiAri, financial information such as budgets, revenues and expenditures, the nature and type of data and reports QuiAri maintains, QuiAri’s organizational lists and genealogies, Promoter lists, and data relating to existing, former and prospective Promoters and Customers of QuiAri including names, addresses, email addresses, and telephone numbers. QuiAri provides its Promoters access to some of this information through the QuiAri Back Office, subject to the Promoter’s acknowledgement and acceptance of the duties of confidentiality and non-disclosure imposed in the Agreement and under law.

QuiAri has derived, compiled, configured, and currently maintains the QuiAri Confidential Information through the expenditure of considerable time, effort, and monetary resources. The information, including any Reports containing the information, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of QuiAri. Accordingly, each Promoter acknowledges and agrees every Promoter shall and must protect the confidentiality of the QuiAri Confidential Information and trade secrets and not disclose such information to any person or entity outside of QuiAri without the prior written consent of QuiAri. But for the Promoters’ acknowledgement of confidentiality and the duty of nondisclosure, QuiAri would not provide the information to a Promoter. A Promoter’s right to access or disclose QuiAri’s confidential information and trade secrets, including the Reports and any information contained therein, is subject to the sole and exclusive authority of QuiAri and may be terminated, denied or restricted at QuiAri’s sole discretion.

### **8.2. Purpose and Use of Reports.**

Reports are made available to Promoter for the sole purpose of assisting Promoters in working with their downline organization in the development of their QuiAri business. Promoters may use Reports provided to them to assist, motivate, and train their downline organization.

A Promoter’s access to his or her Reports is password protected. Reports are provided to each QuiAri Promoter in strictest confidence. Neither the Reports nor any confidential information therein shall be disclosed by a Promoter to any third party or used for any purpose other than in the performance of the Promoter’s obligations under the Agreement without QuiAri’s prior written consent. Any unauthorized use or disclosure of Reports constitute misuse, misappropriation, and a violation of the Agreement, applicable law, and will cause irreparable harm to QuiAri.

### **8.3. Restrictions.**

During the term of this Agreement and at all times thereafter, no Promoter shall, directly or indirectly, without the prior written consent of QuiAri:

**8.3.1.** Disclose any QuiAri Confidential Information to any person or entity outside of QuiAri without the prior written

consent of QuiAri;

**8.3.2.** Disclose the Promoter's password or other access code to any person or entity; or

**8.3.3.** Use the QuiAri Confidential Information for any purpose other than performance of the Promoter's obligations under the Agreement.

#### **8.4. Return QuiAri Confidential Information and Reports Upon Termination.**

Upon QuiAri's demand at any time and always upon termination of the Agreement for any reason, the Promoter shall immediately return to QuiAri the original and all copies of any Reports and any other QuiAri Confidential Information or trade secret belonging to QuiAri, in any format, in the Promoter's possession, custody, or control.

#### **8.5. Breach.**

In the event the Promoter breaches any of the covenants of this subsection, the Company may seek injunctive relief to prevent irreparable harm to QuiAri or any of its Promoters, plus all such other and available relief. The right to injunctive relief is not the exclusive remedy and QuiAri may also pursue all other available remedies at law or in equity. Any failure to pursue such remedies will not constitute a waiver of those rights.

#### **8.6. Promoter Information.**

Each Promoter is responsible for keeping his or her Promoter Information up to date and accurate. Promoters immediately update his or her account with respect to any information address therein. It is particularly important that a Promoter provide QuiAri with a current email address because email is the primary way that QuiAri and a Promoter's Upline will communicate. By agreeing to these Policies and Procedures, the Promoter consents to receiving emails from QuiAri as well as from the Promoter's Upline. Each Promoter may modify his or her Promoter Information (e.g., update an address, phone number, or email address). Promoter agrees that QuiAri may share with Promoter's Upline his or her name, telephone number, address, and email address. A Promoter must submit necessary legal documentation in support of any name change request.

## **SECTION 9. SPONSORING AND TRAINING**

### **9.1. Sponsoring.**

Promoters are entitled to sponsor other Promoters in the U.S. and other Countries. Promoters are compensated only for the generation of sales of products to end consumers, not for merely sponsoring new Promoters.

### **9.2. Change of Sponsor.**

The only method to and circumstance by which an existing Promoter may change a Sponsor is by voluntarily terminating the Promoter's Agreement and business relationship with QuiAri. Effective immediately upon termination, the Promoter loses and waives all rights to the Promoter's former downline organization. After six (6) calendar months from the date of termination of the Promoter's Agreement and business relationship with QuiAri, the former Promoter may reapply to QuiAri under a new Sponsor. If the former Promoter enters into a new Agreement with QuiAri, the Promoter is not entitled to and has no rights with respect to a former downline organization.

### 9.3. Applicant Rights and Responsibilities.

It is a potential Promoter's responsibility to understand his or her rights and obligations as incorporated into the Agreement. Part of this responsibility includes performing due diligence during the application process to understand the Program and choose a Sponsor. For reasons of sponsoring ethics, QuiAri strongly encourages every new Promoter to enroll in the Program under the Sponsor who introduced the applicant to the Program. Every Promoter, however, ultimately has the right to choose his or her Sponsor. As such, if an individual asks to be registered under another Sponsor prior to submitting the Promoter Application, QuiAri reserves the right to honor such request.

Notwithstanding the foregoing, if a potential Promoter is an existing Customer of QuiAri, the applicant must either: (i) apply as a Promoter under the sponsorship of the Promoter with whom the Customer originally enrolled as a Customer; or (ii) terminate the Customer Agreement with QuiAri and wait a total of six (6) calendar months before applying as a Promoter with a different Sponsor.

If more than one existing Promoter claims to be the Sponsor of an Applicant, QuiAri shall regard the first Promoter Application received by QuiAri as the controlling application for that determination and shall designate the Promoter identified as the Sponsor on the first application received. Resolving disputes between Promoters regarding Sponsorship of another Promoter is difficult, particularly when a downline organization is implicated. QuiAri reserves and has the sole and exclusive authority to determine the final disposition of such disputes, at its sole discretion. A PROMOTER APPLICANT ASSUMES THE RISK THAT MULTIPLE PROMOTERS MAY CLAIM SPONSORSHIP OF A DOWNLINE ORGANIZATION AND THAT QUIARI MAY RESOLVE SUCH DISPUTE IN ITS SOLE DISCRETION. THE PROMOTER WAIVES, RELEASES, DISCHARGES AND ACQUITS QUIARI OF ANY AND ALL CLAIMS, DEMANDS, COMPLAINTS, DAMAGES AND CAUSES OF ACTION AGAINST QUIARI OR ANY OF ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR WHETHER ARISING IN TORT, CONTRACT, EQUITY OR SOME OTHER BASIS, ARISING FROM OR RELATING TO QUIARI'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT IS IMPLICATED IN A DISPUTE BETWEEN PROMOTERS REGARDING CLAIMS OF SPONSORSHIP.

### 9.4. Waiver of Claims.

In cases wherein a Promoter improperly changes his or her Sponsor, QuiAri reserves the sole and exclusive right to determine in its unlimited discretion the final disposition of the downline organization that was developed by the Promoter in his or her second line of sponsorship. PROMOTERS WAIVE ANY AND ALL CLAIMS AGAINST QUIARI, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM QUIARI'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A PROMOTER WHO HAS IMPROPERLY CHANGED HIS OR HER SPONSOR.

## SECTION 10. ORDERING PROCEDURES

### 10.1. AutoDelivery.

**10.1.1. Monthly Charges.** A Promoter may choose to have Product shipped monthly on an automatically processed "AutoDelivery" order basis. To engage AutoDelivery, a Promoter must establish an AutoDelivery profile at the time of initial registration or thereafter in the Promoter's Back Office. The primary payment method listed on the Promoter account will automatically be charged for each monthly AutoDelivery order.

**10.1.2.** AutoDelivery Orders for which payment method is declined may not be processed. Attempts may be made by QuiAri to reprocess a monthly AutoDelivery order should the payment method decline; however, QuiAri is not obligated to

reprocess orders and makes no assurances that attempts will be made to do so.

**10.1.3.** If the credit card is due to expire, the Promoter acknowledges that his or her issuing bank may update the card's expiration date automatically, which will allow QuiAri to process the order payment; however, the Promoter agrees to be responsible for providing current payment.

**10.1.4.** All AutoDelivery orders may be subject to any applicable sales, duties, and tariff tax, which will be added to the order total. Shipping and handling charges will also be added.

## **10.2. AutoDelivery Responsibility.**

If an AutoDelivery order cannot be processed due to a problem with the Promoter primary payment method, Promoter agrees that QuiAri may charge the Promoter's AutoDelivery orders to an alternative payment method(s) provided by Promoter. The charge sequence will be in the order that Promoter lists the alternative payment methods in the Promoter's Back Office.

## **10.3. AutoDelivery Cancellation.**

To cancel an AutoDelivery profile, Promoter must give QuiAri at least five (5) days written notice prior to the next shipment date. A cancellation notice must be sent via email to [support@quiari.com](mailto:support@quiari.com). The cancellation notice must include the QuiAri ID number of the specific account that is cancelled. If the Promoter is paying for more than one (1) account on their credit card, they must list each individual account that they want cancelled. Promoter agrees that submitting a notice of cancellation by telephone is ineffective to cancel an AutoDelivery profile and product charges may continue to apply until QuiAri has received a cancellation notice in accordance with the provision.

## **10.4. Prepaid AutoDelivery .**

You can choose to pre-pay your products and AutoDelivery for a period of 3, 6, or 9 months in advance and save up to 12% on your total product order. Discount does not apply to any applicable sales, duties, tariff taxes shipping and handling charges, or any non-product related costs. Your Prepaid AutoDelivery will be processed and billed to your credit or debit card today for the monthly services. Prepaid AutoDelivery is not eligible for returns or refunds beyond our 30-Day Return Policy from the date Prepaid AutoDelivery is set. Your monthly Prepaid AutoDelivery volume will cycle every 30 days until your AutoDelivery expires. Please note that you must also pre-pay for your products 3, 6, or 9 months in advance to receive Prepaid AutoDelivery. You will receive an email when it is time to renew your Prepaid AutoDelivery. Please note that Prepaid AutoDelivery does not automatically renew. You must go through your Portal and complete the Prepaid AutoDelivery sign up process again. Once your Prepaid AutoDelivery is processed, no changes can be made to your order, term length, or AutoDelivery date.

## **10.5. Timely Product and Material Delivery.**

Upon clearance of payment, QuiAri processes for shipment of the product(s) and material(s) selected. If an item is temporarily unavailable, the Promoter or Customer will be notified by way of the packing slip included with the shipment. Should a back order occur, the item(s) will be shipped as soon as available, usually within ten (10) business days of the date the original order and payment were received.

*<sup>2</sup>This includes Alaska residents, who typically have five (5) business days (not including Saturdays, Sundays and legal holidays) and North Dakota residents age sixty-five (65) and over who typically have fifteen (15) days.*



## 10.6. Forms of Payment.

To simplify the payment process, facilitate the shipment of orders and maintain accurate Promoter account records, QuiAri requires payment using a major credit card and other forms of accepted payment. QuiAri will not accept personal checks, money orders, or cash.

## 10.7. Order Cancellation.

Federal and state law requires that Promoters notify their customers that the customer has three (3) days within which to cancel their initial purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Promoters shall verbally inform their Customers of this right.<sup>2</sup>

# SECTION 11. SHIPMENTS

## 11.1. Shipments.

After QuiAri has accepted, processed and received payment for an order, it will use reasonable efforts to ship the order to the street address specified in the order using a carrier chosen by QuiAri. Risk of loss or damage will pass to the Promoter upon the carrier's confirmation of delivery to the specified address. Orders are shipped on business days only. Promoters should allow up to two (2) business days for order processing and an additional five to seven (5-7) business days for delivery within the USA and up to fourteen (14) business days for delivery outside the USA. QuiAri will use reasonable efforts to fill Promoter orders, but will not be liable for any damages arising from any failure to fill an order or any delay in delivery.

If an item is temporarily unavailable, the Promoter will be notified by way of the packing slip included with the shipment. Should a back order occur, the item(s) will be shipped as soon as available, usually within ten (10) days of the date the original order and payment were received.

## 11.2. Order Tracking.

Following placement of an order, QuiAri will provide a tracking number via a shipment confirmation email within two (2) business days. Promoter (or his or her Customer for whom the order was placed) may contact the Support Department at [support@quiari.com](mailto:support@quiari.com) if the confirmation email is not received for order-tracking information. Once an order has been shipped, the tracking information will be made available via email and Promoter's Back Office.

## 11.3. Shipping Address.

QuiAri will only ship product to a street addresses and will not accept an order if a street address is not provided.

## 11.4. Shipping Costs.

The only allowable shipping methods and the associated shipping costs are stated on QuiAri's order form and website. It is the Promoter's responsibility to choose and designate the chosen method of shipping from the allowable options. If the Promoter does not designate the chosen method of shipping, QuiAri will make that determination based upon various factors such as weight and destination. Associated shipping costs will be automatically calculated on all orders. Should the receiving party of an order made by Promoter refuse delivery and the shipment is then returned to QuiAri, the ordering

Promoter's status will be deemed "inactive" pending resolution of the delivery refusal. Return delivery charges will be deducted from the Promoter's account.

#### **11.5. Shipping Charges.**

Shipping/handling charges and any applicable tariffs or fees on orders will be calculated and automatically applied and included as part of the "Shopping Cart" order entry process.

#### **11.6. International Shipping/Tariffs.**

QuiAri offers international product shipment on a "Not For Resale" ("NFR") basis. QuiAri is not responsible for any customs restrictions, tariffs, or other regulations that may apply in countries outside of the USA. Any duties or taxes that may apply to the order are the responsibility of the Customer. If for whatever reason the order is seized by customs officials, a refund will not be issued unless the products are returned to QuiAri in "resaleable" condition per QuiAri's return policies.

#### **11.7. Damaged Goods.**

The carrier is responsible for any damage that occurs after it accepts physical possession and custody of the product. QuiAri recommends that a Promoter who receives damaged product follow this procedure: (1) accept delivery, (2) in the presence of the shipping agent, document on the delivery receipt the number of boxes which appear to be damaged, (3) save the damaged product, including boxes, for inspection by the shipping agent, (4) contact the shipping company to have the damaged goods inspected, (5) timely file a claim with the shipping company, and (6) notify QuiAri's Support Department via email at [support@quiari.com](mailto:support@quiari.com) within twenty-four (24) hours of receipt of a damaged product.

#### **11.8. Items Purchased at QuiAri Swag Site.**

QuiAri Marketing Materials, QuiAri Business Supplies, and other items purchased on the QuiAri Swag Site (QuiAriSwag.com) are supplied by a third-party supplier and QuiAri cannot accept returns of any such items. The return procedures applicable to such items are posted at QuiAriSwag.com.

## **SECTION 12. RETURN PROCEDURES**

#### **12.1. Return Policy.**

Under the terms and conditions below, QuiAri offers a thirty (30) day, from date of order, return policy on all products sold to Promoters. Returned products must be received by QuiAri within thirty (30) days from the date of order in unopened, unused and "resaleable" condition (see Section 12.2). Refunds on resaleable products will be one-hundred percent (100%) of the original purchase price, less a ten percent (10%) restocking fee. Refunds for opened, partially used, or otherwise damaged products will be issued at fifty percent (50%) of the original purchase price.

Shipping and handling costs, duties, and tariffs will not be refunded for any returns.

#### **12.2. Resaleable Items.**

QuiAri Products are "resaleable" only if they meet all of the following requirements:

- The product packaging is unopened, and the product is unused;
- The product and labeling are current and have not been altered or damaged;

- The product has a current shelf life;
- The product and its packaging are in such condition that it is commercially reasonable within the trade to sell the items at full price; and
- The item, at the time of purchase, is not identified as non-returnable, discontinued, expired or seasonal.

### **12.3. Return Process.**

All Promoters and Customers who wish to return QuiAri products for any reason must first contact QuiAri Support via email at [support@quiari.com](mailto:support@quiari.com) to ascertain whether the product is eligible for return. If QuiAri Support confirms a product is eligible for return, a Return Merchandise Authorization (“RMA”) form and number will be provided. The Promoter must complete the RMA and return it to QuiAri Support. Only products for which a refund is available pursuant to Section 12.1 should be returned to QuiAri. Items returned for which no refund is available will be discarded and no refund made.

Products must be packaged using proper shipping carton(s) and packing material. Include the original packing slip or a printed copy of your receipt. The Promoter assumes the cost of shipping the product to QuiAri, using the Promoter’s choice of shipping method, and must provide a tracking number. Promoters should bear in mind when choosing the shipping method that the product must be received by QuiAri within thirty (30) days from the date of order. Any product received after that deadline will be discarded and no refund made.

Returnable products must be shipped to the following address:

QuiAri Returns:  
1321 Kingsway Rd.  
Brandon, FL 33510, USA.

The RMA authorization number must be clearly visible on the exterior of the package. Any return without this information visible on the outside of the package will be refused without exception and no refund made.

Provide the tracking number for your package to the QuiAri Support Department by emailing it to [support@quiari.com](mailto:support@quiari.com).

Once your return is received and processed, an appropriate refund will be issued within fourteen (14) business days via a credit to the same method of payment that was used to make the purchase.

### **12.4. Return Process for Orders Purchased Directly from a QuiAri Brand Promoter.**

Every QuiAri Brand Promoter is bound by the Promoter’s agreement with QuiAri and QuiAri’s Policies and Procedures to honor the QuiAri return policies and process as described in this Agreement for all sales made directly to customers by the Promoter rather than through the QuiAri.com online ordering system. If a Customer purchases a Product from a Promoter, it must be returned directly to the Promoter for a refund. QuiAri will not accept for refund any product purchased from a Promoter.

### **12.5. Returned Packages Due to Error.**

In the event that a product is returned due to a Promoter’s error or if the package was not picked up in a timely manner and therefore returned by the carrier, QuiAri will charge the Promoter a re-shipping fee.

### **12.6. Return of Unsold Inventory by a Terminating Promoter.**

In addition to a potential return under the thirty (30) day Customer Satisfaction Guarantee, a terminating Promoter may return unsold QuiAri products that he or she personally purchased from QuiAri after thirty (30) days and up to one (1) year from date of purchase for a refund if he or she does not wish to sell or use the items and the items are resaleable. Upon QuiAri's receipt of the returned Products, the Company will refund one-hundred percent (100%) of the original purchase price of the "Resaleable" items, less a ten percent (10%) restocking fee. The refund will be credited to the same method of payment that was used to make the original purchase. Please allow fourteen (14) days for processing once the termination request has been received.

#### **12.7. Unauthorized Returns.**

Should a Promoter refuse delivery of any QuiAri shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary resignation.

#### **12.8. Product Exchanges.**

QuiAri will not accept product exchanges from Promoters or Customers.

#### **12.9. Return Adjustments: Impact on Qualifications, Commissions, Achievement Rewards, and Incentive Program Rewards.**

The Qualifications, Commissions, Performance Rewards, and Incentive Program Rewards attributable to QuiAri Product(s) are not considered earned until after the applicable return period has expired. When a Product is returned to QuiAri for a refund or funds are returned to a Promoter or Customer due to a credit card chargeback or refund, the Qualifications, Commissions, Achievement Rewards, and Incentive Program Rewards attributable to the returned Product(s), funds, or volumes will be deducted from the Promoter's current and future qualifications, Commissions and Achievement Rewards. These deductions will be made in the month in which the refund was given and will continue every Commission Period thereafter until the Commissions and Achievement Rewards are recovered from the Promoter who received the Commissions and Performance Bonus on the sale of the returned Product or disputed charge. In the event any Promoter's Agreement is voluntarily or involuntarily terminated and the amounts of the Commissions and Achievement Rewards attributable to the returned Product(s) or returned funds have not yet been fully recovered by QuiAri, the remainder of the outstanding balance may be set off against any earnings amounts owed to the terminated Promoter. QuiAri reserves the right to review and terminate any account for consistently excessive or improper return activity associated with non-defective merchandise.

#### **12.10. Return of Merchandise and Sales Aids by Promoters Upon Cancellation or Termination.**

Upon cancellation or termination of a Promoter's Agreement, the Promoter may return products and Sales Tools that he or she personally purchased directly from QuiAri within twelve (12) months prior to the date of cancellation so long as the goods are in currently resaleable condition. Upon the Company's receipt of returned goods and confirmation that they are in currently Resaleable condition as specified in Section 12.2, the Promoter will be reimbursed ninety (90%) percent of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently Resaleable condition. The merchandise must be returned within thirty (30)

days from the date of cancellation or termination

## **SECTION 13. ADVERTISING AND USE OF TRADEMARKS AND OTHER CONTENT**

### **13.1. Branded Assets.**

Promoters may use the Marketing Materials, including socially-shareable assets, images, video, brochures, flyers, and invitations, that QuiAri makes available on a variety of virtual sites, including but not limited to the Promoter Portal and the QuiAri Swag Site. Because QuiAri and its Promoters must comply with direct selling and product-related regulations and intellectual property laws, all which also serve to protect the QuiAri brand and respect the intellectual property rights of third parties, Promoters may not create their own flyers or invitations to advertise or promote QuiAri Products or the Program.

### **13.2. Promoter-Created Marketing Methods, Advertising, and Promotional Material (Sales Tools).**

Promoters must use only QuiAri-approved sales aids, advertising, promotional materials, business cards, and marketing methods (collectively “**Sales Tools**”) in conjunction with promoting the QuiAri business or QuiAri’s Products or Services. These materials are available in the QuiAri Portal and QuiAriSwag.com. Promoters may not use any other marketing methods or materials including any methods or materials created by the Promoter.

### **13.3. International Marketing.**

Promoters shall not secure or attempt to secure approval for QuiAri Products or business practices or Internet domain names.

### **13.4. Contracts On Behalf of QuiAri.**

Promoters shall not inquire about, apply for, solicit, negotiate, establish or otherwise become involved in any contract or business relationship, agreement, or contract on behalf of or in the name of QuiAri (or any affiliate of QuiAri). Promoters shall not inquire about, apply for, solicit, negotiate, establish or otherwise become involved in any licensure, approval or other regulatory or governmental matter on behalf of or in the name of QuiAri (or any affiliate of QuiAri).

### **13.5. Social Media.**

In addition to meeting all other requirements specified in these Policies and Procedures, if Promoters utilize any form of social media in connection with their QuiAri business, including but not limited to blogs, Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Promoters agree to each of the following:

- Promoters are responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control.
- Promoters may not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of any third party.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media site must link only to the Promoter’s QuiAri replicated website, QuiAri’s corporate website, or an

official QuiAri corporate social media page.

- It is each Promoter's responsibility to follow the social media site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by a Promoter that is used to discuss or promote QuiAri's Products, or the QuiAri opportunity may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any direct selling company other than QuiAri.
- During the term of this Agreement and for a period of 12 (twelve) calendar months thereafter, a Promoter may not use any social media site on which they discuss or promote, or have discussed or promoted, the QuiAri business or QuiAri's products to directly or indirectly solicit QuiAri Promoters for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Promoter shall not take any action on any social media site that may reasonably be foreseen to draw an inquiry from other Promoters relating to the Promoter's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 6.8.
- If a Promoter creates a business page on any social media site to promote or relates to QuiAri, its Products, or opportunity, the page may not promote or advertise the products or opportunity of any other Network Marketing business other than QuiAri. If the Promoter's QuiAri business is cancelled for any reason or if the Promoter becomes inactive, the Promoter must deactivate the page and may not thereafter use it in connection with another Network Marketing business.

### **13.6. Social Networks, and other Online Forums.**

Promoters who wish to use personal social networks and online forums to promote their QuiAri business may do so under certain conditions only. Promoters may post their Promoter Link on personal social media accounts and in emails for prospects to click on in order to visit the Promoter's replicated website. No other product or service may be promoted or discussed in conjunction with the marketing of QuiAri's products or business opportunity. No comparisons can be made concerning other products, their ingredients, and/or their effectiveness in connection with QuiAri. Only statements made in official Company Material may be used to promote QuiAri's Products or business opportunity. Promoters may list local Promoter meetings and any corporate events to which visitors would be welcome.

### **13.7. Promoters are Responsible for Postings.**

Promoters are responsible for their postings and all other online activity that relates to QuiAri. Therefore, even if a Promoter does not own or operate a blog or social media site, if a Promoter makes a post that relates to QuiAri or which can be traced to QuiAri, the Promoter is responsible for the posting. Promoters are also responsible for postings which occur on any blog or social media site that the Promoter owns, operates, or controls. QuiAri reserves the right to require the removal of non-compliant or infringing posts from any Promoter's social media pages.

### **13.8. Authorization to Use Name and Likeness.**

By entering into the Agreement, the Promoter grants to QuiAri and its affiliates and agents the absolute, perpetual, and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, the Promoter's name, photograph, text, personal story, likeness, voice, testimony, biographical information, image, and other information related to Promoter's business with QuiAri (collectively, the "Likeness") in marketing, promotional, advertising, and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions), audio and videotapes on the Internet, or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. The Promoter waives any right to inspect or approve any Publicity Materials, including or accompanying his or her Likeness. The Promoter further releases QuiAri from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement

of right of publicity, and defamation (including libel and slander). The Promoter may withdraw authorization of any use of Promoter's Likeness that has not already been publicized by providing written notice to QuiAri. The Promoter represents, warrants, and covenants that Promoter owns or otherwise possesses all necessary rights with respect to Promoter's Submissions, and that Promoter's Submissions do not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable.

### **13.9. Domain Names and Email Addresses.**

Promoters may not use or register any domain name or email address that consists of or contains any QuiAri Trademark or any mark confusingly similar, except that during the term of the Agreement, Promoters may use a domain name or email address that is provided by QuiAri in connection with their respective QuiAri Websites.

### **13.10. Promoter Websites.**

Promoters may not create their own websites to promote their QuiAri business or QuiAri's Products or business opportunity. Official Replicated Websites supplied by QuiAri are the only online forum through which QuiAri Products may be sold and new QuiAri Promoter enrollments may be transacted.

### **13.11. Search Engines, Keywords, and Meta-Tags.**

QuiAri endeavors to promote the brand and Company, generate product awareness and elevate the global QuiAri community on behalf of our Independent Promoters worldwide through search engine marketing (SEM) and other paid online advertising programs. Promoters agree to cooperate fully with QuiAri's effort to boost the search rank of QuiAri-owned sites on search engine results pages (SERPs) in all markets by not competing with the Home Office for branded keyword terms and phrases; including but not limited to "QuiAri," "MaquiX," "Try. Love. Share.," and more.

### **13.12. Social Networking and Independent Website Termination.**

If a Promoter Agreement is terminated for any reason, the Promoter must discontinue using the QuiAri name, all of the QuiAri Trademarks, trade names, service marks, other intellectual property, and all derivatives of such marks and intellectual property, in any postings and on all social media sites that he or she utilizes. If the Promoter posts on any social media site on which he or she has previously identified himself or herself as a QuiAri Independent Promoter, the former Promoter must conspicuously disclose that he or she is no longer a QuiAri Promoter. In the event of termination of a QuiAri Promoter Agreement for any reason, the former Promoter is required to remove all references to QuiAri from social networking profile(s) from public view within ten (10) days of the date of termination. If the Promoter has a specific QuiAri social networking group presence, the Promoter is required to remove his or her social networking group from public view within ten (10) days of the date of the termination. The name of the social networking group may be transferred to another QuiAri Promoter, subject to QuiAri approval. Removal of references to QuiAri from independent websites is subject to the provisions in the Independent Promoter Website Application and Agreement.

### **13.13. Selling Via Third-Party Internet Sites.**

Promoters may sell QuiAri Products through their QuiAri website and may also direct Customers to purchase the QuiAri Products through the QuiAri Website. Sales of the QuiAri Products or QuiAri Branded Assets, through any other website including but not limited to third-party internet sites such as eBay, Amazon, Craigslist, VarageSale, Facebook Marketplace, and/or Poshmark, are strictly prohibited. This rule is required for many reasons, including consumer protection, compliance

with laws regarding the QuiAri Products, and to protect QuiAri Promoters from losing potential enrollments of Customers and Promoters who may be reluctant to engage via the QuiAri Program because they view the third-party sites as a competitive source of supply.

#### **13.14. Trade Shows.**

With prior written authorization from QuiAri, Promoters may display QuiAri's products and business opportunity at trade shows. Request for participation in trade shows must be received in writing by QuiAri's Support Department via email at least three (3) weeks prior to the show. Written authorization from QuiAri must be received before participating in such events. In the event authorization is granted, QuiAri's Products and business opportunity are the only products and opportunity that the Promoter may offer in the trade show booth. Only marketing materials and Sales Tools approved by QuiAri may be displayed or distributed.

#### **13.15. Retail Outlets.**

To support QuiAri's direct selling method of distribution and to protect the independent contractor relationship, Promoters shall not display or sell QuiAri Products or literature, or in any other way promote the QuiAri's Products or business opportunity, in any retail, wholesale, warehouse, or discount establishment. Notwithstanding the foregoing, Promoters may display and sell QuiAri promotional literature at professional trade shows.

#### **13.16. Generic Business Advertisements.**

Promoters may not represent, suggest or imply that a job, position, salary, or any type of employment at QuiAri is being offered in order to generate business. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part time employment, or guaranteed incomes. The QuiAri business opportunity is not an employment relationship and may not be presented as such. Terms such as "manager trainee," "management position available," "travel provided," "call for interview," "position available," "now hiring," and other misleading statements are prohibited. No specific income may be promised or implied and any reference to compensation must use the word "bonuses" to indicate the independent contractor status of Promoters.

#### **13.17. SPAM and Internet Policy.**

Promoters may not distribute content by use of the distribution lists or to any person or entity who has not given specific permission to be included in such process. Spamming or distribution of chain letters or junk mail is prohibited. Promoters may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable federal, state, local, national, or international law or regulation.

Promoters may not, directly or indirectly, send emails or other forms of commercial electronic messages to any person or entity in violation of any federal or state law.

#### **13.18. Trademarks and Copyrights.**

The name "QuiAri" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of QuiAri. The Company grants Promoters a limited license to use its trademarks and trade names in



promotional media for so long as the Promoter's Agreement is in effect. Upon termination or cancellation of a Promoter's Agreement for any reason, the license shall expire and the Promoter shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may a Promoter use any of QuiAri's trademarks or trade names in any email address, website domain name, social media handle, social media name, or address.

QuiAri commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Promoters, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Promoters may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, QuiAri's Sales Tools, videos, audios, podcasts, and printed material are also copyrighted. Promoters shall not copy any such materials for their personal or business use without QuiAri's prior written consent.

### **13.19. Repackaging or Re-labeling Prohibited.**

Promoters may not re-label or alter the labels on any QuiAri Products, QuiAri Marketing Materials, or other information or materials related to the Program in any way, other than as authorized or directed in writing by QuiAri. Promoters may, however, affix their address labels to the Product packaging, but must affix the labels in a way that does not impair the ability to return such Products and may not cover any other text or information on the label. Promoters may not repackage or refill any QuiAri Products. QuiAri Products must be sold in original packaging and containers only. Repackaging or re-labeling QuiAri Products may violate applicable laws which could result in civil damages or criminal penalties.

### **13.20. Product Testimonials.**

Customers and Promoters are encouraged to share their excitement as the result of product use through written testimonials. All testimonies and accompanying photographs must be submitted to QuiAri's designated email address for receiving such material. QuiAri reserves the right to use testimonials, statements, photographs, and other materials voluntarily submitted by Promoters, which shall be used for any and all advertising, promotion, and/or other purposes of trade without having to provide anyone with any further notice or any form of compensation (financial or otherwise). Upon acceptance of this Agreement, each Promoter, in relation to any and all statements Promoter has made or will make concerning QuiAri and/or its products (including, but not limited to, Promoter's product use), hereby: (1) represents that any such statements are or will be at the time of being made true, accurate, and supportable; (2) represents that any such statements reflect or will reflect at the time of being made Promoter's true and honest opinion of and actual experience with QuiAri and/or its products; and (3) gives his or her permission to QuiAri, irrevocably and in perpetuity throughout the world, to reproduce, copy, publish, broadcast, or otherwise use such statements, photographs, or any material based upon or derived therefrom, or to refrain from so doing, in whole or in part, in any manner or media whatsoever, including, without limitation, for any and all advertising, promotion, and/or other purposes of trade. Notwithstanding the foregoing, a testimonial cannot be used to make a claim that is otherwise not permitted by the Agreement or applicable laws.

## **SECTION 14. COMPENSATION**

### **14.1. Compensation Plan and Program Claims.**

When presenting or discussing the QuiAri Compensation Plan, a Promoter must make it clear to prospects that financial success in QuiAri requires commitment, effort, and sales skill. Conversely, Promoters must never represent that one can be successful without diligently applying themselves. Examples of unacceptable statements in this area include, but are not limited to:

- 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.
- All you have to do is buy your products every month.

The foregoing are some examples of improper representations about the Compensation Plan and QuiAri's program provided for illustrative purposes. It is important that Promoters do not make these or any similar representations that could lead a prospect to believe success as a QuiAri Promoter can be achieved without commitment, effort, and sales skill.

#### **14.2. Processing Fees.**

A fee of forty cents (\$0.40) shall be assessed for each commission paid by QuiAri to a Promoter.

#### **14.3. Independent Payment Processor.**

QuiAri uses an independent third-party payment processor ("**Payment Processor**") to pay Commissions earned by Promoters through the QuiAri Compensation Plan. The Payment Processor will set up an account for Promoters (a "**E-wallet**") and will deposit monies owed to Promoters into their E-Wallet Accounts. With the exception of certain Performance Bonus payments made on an exception basis, all Commissions or Achievement Rewards that Promoters may earn will be paid through the E-Wallet (a Promoter must earn at least twenty dollars (\$20.00) USD in Commissions and/or Achievement Rewards before he or she will receive payment to her or his E-Wallet Account.) This payment processing service may be terminated or modified by QuiAri or the Payment Processor at any time upon notice as specified in these Policies and Procedures. PROMOTER ASSUMES THE RISK THAT QUIARI AND/OR ITS PAYMENT PROCESSOR MAY MAKE ERRORS THAT RESULT IN UNDERPAYMENT OR OVERPAYMENT TO A PROMOTER, AND PROMOTER AUTHORIZES QUIARI, THROUGH THE PAYMENT PROCESSOR, TO DEBIT OR CREDIT HIS OR HER E-WALLET ACCOUNT AS NECESSARY TO CORRECT ERRORS. PROMOTER UNDERSTANDS AND AGREES THAT TO THE EXTENT PERMITTED BY LAW NEITHER QUIARI NOR THE PAYMENT PROCESSOR, NOR THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, OWNERS, EMPLOYEES, AFFILIATES OR AGENTS SHALL BE RESPONSIBLE FOR ANY DAMAGES THAT RELATE TO OR ARISE FROM AN ERROR THAT RESULTS IN AN UNDERPAYMENT OR OVERPAYMENT TO A PROMOTER. ND PROMOTER WAIVES ANY AND ALL CLAIMS WITH RESPECT THERETO.

#### **14.4. Commission Payments.**

The minimum amount of first-time payment of commissions is twenty dollars (\$20.00) USD. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds twenty dollars (\$20.00) USD.

As a fraud prevention measure, commissions that remain unclaimed in any Promoter account for twelve (12) months will be deemed waived and abandoned, purged from the Promoter's account and retained by QuiAri. Waived and purged commissions will only be reinstated upon a Promoter's written request to QuiAri Support and subsequent verification of the Promoter's identity. Promoters waive all claims against QuiAri, the payment processor, and their respective officers, directors, members, owners, employees, affiliates and agents relating to the purging of a Promoter's account or withdrawal

of funds, even if the likelihood of such damages or losses is made known to QuiAri and/or the payment processor prior to the time of the purging or withdrawal.

#### **14.5. Commission Payout Cap.**

QuiAri's Compensation Plan pays up to fifty-five percent (55%) of total company Sales Volume in commissions and bonuses to its Independent Promoters. If any payout calculation results in total payout exceeding fifty-five percent (55%) of Sales Volume, Team Bonuses will be adjusted on a pro-rated basis so that the total payout (all bonuses and commissions) is capped at no more than fifty-five percent (55%) of Sales Volume.

QuiAri reserves the right to withhold or reduce any Promoter's compensation as it deems necessary to comply with any garnishment or court order directing QuiAri to retain, hold, or redirect such compensation to a third party.

### **SECTION 15. TRANSFER OF PROMOTER AGREEMENT**

#### **15.1. Business Transfers.**

Promoters in good standing may sell, transfer or assign their QuiAri business with QuiAri's prior written consent. Requests to sell, transfer or assign a business must be submitted in writing to [support@quiari.com](mailto:support@quiari.com). It is within QuiAri's discretion whether to allow a business sale or transfer, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation will be authorized for sale, transfer or assignment unless and until the disciplinary matter is resolved to QuiAri's sole satisfaction. Prior to selling, transferring or assigning a business to a third party, the Promoter must offer QuiAri the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten (10) days to exercise its right of first refusal.

#### **15.2. Transfer Upon a Promoter's Death or Incapacity.**

A Promoter may devise his or her business to his or her heirs. Because QuiAri cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.) that enters into a Promoter Agreement with QuiAri. QuiAri will thereafter transfer the Promoter's business to the business entity and issue commissions to the entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide QuiAri with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a QuiAri Agreement within thirty (30) days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

#### **15.3. Business Distribution Upon Divorce.**

QuiAri is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. QuiAri will recognize as the owner of the business the former spouse to whom is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the QuiAri business must also execute and submit a QuiAri Agreement within thirty (30) days from the date on which the divorce becomes final or the business will be cancelled.

#### **15.4. Dissolution of a Business Entity.**

QuiAri is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a business entity that operates a QuiAri business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The QuiAri business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its QuiAri business, it must do so pursuant to Section 15.1. In addition, the recipient of the QuiAri business must also execute and submit a QuiAri Agreement to the Company within thirty (30) days from the date of the dissolution of the business entity or the QuiAri business will be cancelled.

### **SECTION 16. CANCELLATION**

#### **16.1. Voluntary Cancellation.**

A Promoter in QuiAri's network-marketing plan has a right to cancel at any time, regardless of reason. Notice of cancellation must be submitted in writing to QuiAri via the participant's Back Office. The notice must include the Promoter's signature, printed name, address, and QuiAri I.D. Number. If a Promoter is also on AutoDelivery, any pending AutoDelivery order shall continue to be fulfilled unless the Promoter also specifically requests that the pending order be cancelled. A Promoter may also voluntarily cancel his or her QuiAri business by failing to renew the Agreement on its annual anniversary date, by withdrawing consent to contract electronically.

#### **16.2. Effect of Cancellation.**

A Promoter whose business is terminated or cancelled for any reason will lose all Promoter rights, benefits, and privileges. This includes the Promoter's right to represent as an Independent QuiAri Promoter, to sell QuiAri Products and Services, and to receive commissions, bonuses, or other income resulting from his or her own sales and the sales and other activities of the Promoter and the Promoter's former downline sales organization.

#### **16.3. Maryland Residents.**

A Maryland resident may cancel a Promoter Agreement for any reason within three (3) months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least ninety percent (90%) of the original price paid by the participant.

#### **16.4. Montana Residents.**

A Montana resident may cancel a Promoter Agreement for any reason within fifteen (15) days from the date of enrollment and may return his or her sales kit within such time period and is entitled to a full refund for the sales kit and for any other consideration he or she paid within such time period to participate in the program.

#### **16.5. Louisiana, Massachusetts, and Wyoming Residents.**

If a resident of Louisiana, Massachusetts or Wyoming cancels a Promoter Agreement, QuiAri will refund ninety percent (90%) of the purchase price for any administrative fees incurred during the current year upon cancellation.

## **16.6. Puerto Rico Residents.**

A Puerto Rico resident may cancel a Promoter Agreement for any reason within ninety (90) days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Notice of cancellation must be sent to QuiAri in writing and via registered mail at the below-indicated address. Upon cancellation, QuiAri shall: (a) reacquire the total of the products that you purchased from the Company which are in your possession and in resaleable condition at a price of not less than ninety percent (90%) of their original net cost; (b) refund not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company.

## **16.7. Cessation of Business.**

QuiAri expressly reserves the right to and may terminate any Promoter Agreement effective upon thirty (30) days written notice (or upon such shorter notice as required by unforeseen circumstances) for any reason or no reason.

# **SECTION 17. REMEDIAL ACTIONS, GRIEVANCES, AND COMPLAINTS**

## **17.1. Disciplinary Sanctions.**

Violation of the Agreement, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Promoter that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Promoter's QuiAri business and/or any other disciplinary measure that QuiAri deems appropriate to address the misconduct. QuiAri may institute legal proceedings for monetary and/or equitable relief.

## **17.2. Equitable Relief.**

Promoter agrees that violation of any restrictive covenant in these Policies and Procedures shall cause irreparable harm to QuiAri which may not be completely remedied by financial damages alone. Promoters you consent to entry of injunctive relief and stipulate that irreparable harm to QuiAri will ensue, absent injunctive relief awarded to QuiAri.

## **17.3. Subpoena Fees.**

If QuiAri is compelled to respond to a subpoena related to a Promoter's account, it may charge the Promoter's account for the costs incurred by QuiAri. These costs may include attorney fees, court costs, and overhead costs associated with complying with the subpoena. Promoters authorize QuiAri to charge any such costs to the credit card or other account used to pay for an AutoDelivery order by the Promoter.

## **17.4. Negative Comments.**

Complaints and concerns about QuiAri should be directed via email to QuiAri Support at [support@quiari.com](mailto:support@quiari.com). Promoters shall not make disparaging, demeaning, or make negative remarks about QuiAri, its Promoters or Customers, its owners, officers, directors, management, or employees, or its agreements, Products, business opportunity or Compensation Plan.

## **17.5. Grievances and Complaints.**

When a Promoter has a grievance or complaint with another Promoter regarding any practices or conduct in relationship to his or her Promoter Agreement, the complaining Promoter should first report the problem to his or her Sponsor. If the

matter cannot be resolved, it may be reported in writing to QuiAri Support at support@quiari.com. QuiAri will review the facts and may attempt to assist the Promoter to resolve the issue.

#### **17.6. Reporting Mistakes or Discrepancies.**

If a Promoter believes there has been a mistake or discrepancy in his or her compensation, in the structure or composition of his or her downline organization, or any other mistake by QuiAri that has impacted his or her income, it is the Promoter's responsibility to bring it to the Company's attention in writing via email to [support@quiari.com](mailto:support@quiari.com) no later than sixty (60) days from the date on which the mistake occurred. While QuiAri will use its best efforts to rectify mistakes, the Company shall not be responsible for correcting errors, making changes, or making financial remuneration for errors reported more than sixty (60) days after the error occurs.

## **SECTION 18. WARRANTIES, LIMITATIONS OF LIABILITY, INDEMNIFICATION**

#### **18.1. Disclaimer of Warranties.**

QuiAri warrants to Promoters and Customers that the QuiAri Products as and when delivered by QuiAri shall be free from material defects. QuiAri's sole obligation to Promoters and Customers, and Promoters' sole and exclusive remedy for breach of this warranty shall be to return any defective QuiAri Products and receipt of a replacement or refund as described in Section 12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUIARI HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE QUIARI PRODUCTS, THE PROGRAM, QUIARI MARKETING MATERIALS, QUIARI GEAR, QUIARI BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

#### **18.2. Limitation of Liability.**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A PROMOTER OR QUIARI (INCLUDING ANY OF ITS AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS, REFERRED TO AS "**RELATED PARTIES**") BE LIABLE TO ANY PARTY, PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE PROMOTER AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE QUIARI PRODUCTS, THE PROGRAM, QUIARI MARKETING MATERIALS, QUIARI GEAR, OR QUIARI BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PROMOTER OR QUIARI (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

### 18.3. Indemnification.

Each Promoter agrees to indemnify, defend, and hold harmless QuiAri (together with its Related Parties as defined in Section 18.2), its agents, other Promoters, stockholders, members, employees, directors, officers, and attorneys (collectively “**Indemnified Parties**”) from and against any and all losses or liabilities (including attorney’s fees) they may suffer or incur as a result of such Promoter’s breach or alleged breach of the Agreement, including, without limitation, any terms or conditions of these Terms of Use.

Promoter further agrees to release QuiAri and its affiliates and Related Parties (as defined herein) from all liability arising from or relating to promotion or operation of Promoter’s QuiAri business and any activities and/or omissions related to it (e.g., the presentation of QuiAri products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, misrepresentations to a third party, etc.). Promoter further agrees to indemnify QuiAri and the Related Parties for any payments (including defense costs), liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Promoter undertake in operating Promoter’s business.

### 18.4. Limitations Period.

Any action, including any action against one, all or some of the Related Parties, whether based in tort, contract, equity or some other ground, arising out of or relating the Agreement or any business relationship between a Promoter and QuiAri, must be brought within one (1) year from the date on which the claimant knows, or through reasonable diligence should know, of the conduct giving rise to the cause of action. Failure to bring such action within such time period shall extinguish and bar all claims based on the conduct. The Parties waive all claims, objections or defenses that any other limitations period is applicable.

### 18.5. Waivers.

The waiver by either party of a breach of or a default under any provision of the Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

### 18.6. Force Majeure.

QuiAri shall not be responsible for delays or failures in performance caused by circumstances beyond a party’s control such as strikes, acts of God, labor difficulties, fire, war, or government decrees.

## SECTION 19. MISCELLANEOUS; DISPUTE RESOLUTION

### 19.1. Actions of Affiliated Parties and Household Members.

The term “**Business Entity**” shall mean any corporation, partnership, limited liability company, trust, or other entity that owns or operates a QuiAri business. The term “**Affiliated Party**” shall mean any individual, partnership, trust, limited liability company, or other entity that has an ownership interest in, or management responsibility for, a Business Entity. A Business Entity and each Affiliated Party must comply with the Agreement. If a Business Entity and/or any Affiliated Party violates the Agreement, QuiAri may take disciplinary action against the Business Entity and/or against any or all of the Affiliated Parties. In addition, if a household family member of a Promoter engages in conduct that would be a violation of the Agreement, the conduct of the household family member may be imputed to the Promoter.

## **19.2. Assignment of Rights.**

Neither party shall assign its rights, or delegate its duties toward the other, without the written authorization of the other party. Notwithstanding the foregoing, if a controlling interest in QuiAri is transferred to a third party, or if a third party acquires a controlling interest in the assets of the Company, QuiAri may transfer its rights, duties, and obligations in all Agreements to such third party as part of the sale or transfer of its business and/or assets to such third party.

## **19.3. Suspension.**

QuiAri reserves the right to suspend any Promoter position at any time for cause when it is deemed that the Promoter may have violated the provisions of the Agreement, as they might be amended from time to time, or the provisions of the applicable laws and standards of fair dealing. QuiAri shall make such involuntary suspension at its discretion pending the investigation of a possible violation. QuiAri will notify the Promoter by postal delivery and/or email sent to the latest address listed with QuiAri for the Promoter. In the event of a suspension, a Promoter agrees to immediately cease representing himself/herself as a Promoter with QuiAri. This remedy is cumulative and not exclusive of other remedies.

## **19.4. Effects of Suspension.**

**19.4.1.** While suspended, the Promoter's AutoDelivery settings may remain in effect, at the Company's discretion, and may result in the order being placed and charged to their primary payment method unless otherwise cancelled by the Promoter.

**19.4.2.** Any Commissions, overrides, or bonuses, which may be due, if any, will be held in abeyance by QuiAri pending resolution. Should the breach be deemed unsubstantiated by QuiAri, the suspension shall be lifted and the unpaid earnings will be credited to the Promoter; however, should the breach be substantiated, QuiAri may withhold some or all of the earnings to offset damages it incurs as a result of the Promoter's breach.

**19.4.3.** During the applicable suspension period, QuiAri shall have the right to prohibit the suspended Promoter from purchasing Products and services.

**19.4.4.** A suspended Promoter does not have the right to represent himself/herself as a Promoter or promote his or her business or the Products during the applicable suspension period.

### **19.4.5. Fines.**

When circumstances are deemed appropriate, and in its sole discretion, QuiAri may impose a monetary fine for any breach of the Agreement. This remedy is cumulative and not exclusive of other remedies.

## **19.5. Dispute Resolution.**

The following comprehensive approach to dispute resolution shall apply to all disputes between Promoters and the Company, with the sole exception of any action to enforce the restrictive covenants in Section 8:

**Confidential Mediation.** Subject to the exceptions in these policies, prior to bringing legal action for disputes that arise from or relate to the Agreement or the QuiAri Business, the parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. One (1) individual who is mutually acceptable to the parties shall be appointed



as mediator. If the Parties cannot agree on a mediator within thirty (30) days from the date on which the complaining party submits a written request to the other party seeking mediation, the complaining party shall request the American Arbitration Association (“AAA”) to appoint a mediator. The mediation shall occur within ninety (90) days from the date on which the complaining party submits a written request to the other party seeking mediation. 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 ten (10) days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Claims shall be held with the parties and the mediator physically present in the same location in Hillsborough County, Florida, USA and shall last no more than two (2) business days unless the parties agree otherwise.

**Confidential Arbitration.** Except as otherwise provided in the Agreement, if a claim is not resolved through mediation, any controversy or claim that arises out of or relates in any way to the Agreement, the breach thereof, or the QuiAri business shall be settled through binding confidential arbitration. The Parties waive all rights to trial by jury or by any court. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website at [www.adr.org](http://www.adr.org). Copies of the AAA’s Commercial Arbitration Rules and Mediation Procedures will also be emailed to Promoters upon request to QuiAri’s Customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, 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 Federal Arbitration Act shall govern all matters relating to arbitration, including the enforceability of this arbitration provision. The law of the State of Florida, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement and the QuiAri Business.
- The arbitration hearing shall commence no later than three-hundred and sixty-five (365) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days.
- The Parties shall be allotted equal time to present their respective cases.

All arbitration proceedings shall be held in Hillsborough County, Florida. The parties may select a mutually agreeable arbitrator. If the parties do not agree on an arbitrator within sixty (60) days from the date on which the arbitration is filed, the petitioner shall request that the AAA appoint an arbitrator. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees, including with respect to prosecution of any petition or motion to confirm or vacate an award. 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 having jurisdiction over either of the parties. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

Any Related Party who is joined in any arbitrable claim shall be entitled to invoke and enforce the arbitration provisions of this Agreement as if any Related Party was a signatory hereto.

The parties, their respective agents and attorneys, and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to any third party:

- The substance of, facts underlying, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, the content of any pleadings, and exhibits to the pleadings, filed in any arbitration proceeding;
- 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.

**a. Liquidated Damages for Breach of Confidentiality Obligations.** If a Party violates its confidentiality obligations under the mediation or arbitration policies, the nonbreaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys, or agents breach the confidentiality provisions of this policy, the nonbreaching Party shall be entitled to liquidated damages in the amount of twenty-five thousand dollars (\$25,000.00) USD per violation. Every disclosure of each allegation, pleading, claim or other prohibited disclosure shall constitute a separate violation. The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty. The confidentiality obligations in this dispute resolution policy shall not restrict a party or its counsel acting in good faith from discussing a claim with an individual to determine if he/she is a witness to the action and as necessary to elicit relevant testimony from the witness or from discussing or showing documentary or other evidence as necessary to prepare the witness for testimony or to ascertain the extent of the witnesses knowledge of the facts relevant to the case. However, neither party shall allow a witness or prospective witness to retain copies of any documents, evidence, or pleadings related to the matter.

**b. Arbitration Continued.**

- **Equitable Relief.** Notwithstanding the foregoing arbitration agreement, nothing in the Agreement shall prevent either party from applying to and obtaining from the court a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect the party's intellectual property, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the Non-solicitation provisions of the Agreement. In the event any such action to obtain such equitable relief is filed, no party may assert in that action by way of counterclaim, cross-claim or otherwise any claim that is subject this arbitration agreement.

- **Enforcement of an Arbitration Award.** A Party may apply to a court for judicial enforcement of an arbitration award. The Parties consent to sole and exclusive jurisdiction and venue in the courts residing in Hillsborough County, State of Florida or the United States District Court for the Middle District of Florida, Tampa Division, to challenge or enforce an arbitration award. The Parties waive any right to seek confirmation or vacatur of an award in any other court.

**c. Class Action Waiver.** ALL DISPUTES ARISING FROM OR RELATING TO THE AGREEMENT, ARISING FROM OR RELATING TO THE RELATIONSHIP BETWEEN THE PARTIES, OR ARISING FROM OR RELATING TO THE QUIARI BUSINESS, SHALL BE BROUGHT AND PROCEED ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE THEIR RIGHTS TO PURSUE ANY ARBITRATION OR LAWSUIT OR OTHER ACTION AGAINST THE OTHER PARTY AND/OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS AND AGENTS OR OTHER RELATED PARTY, ON A CLASS OR CONSOLIDATED BASIS. YOU MAY OPT OUT OF THIS CLASS WAIVER BY SENDING WRITTEN NOTICE TO QUIARI OF YOUR DESIRE TO OPT OUT WITHIN THIRTY (30) DAYS FROM THE DATE ON WHICH YOU SUBSCRIBE TO THE PRODUCTS AND SERVICES. OPT OUT NOTICES MUST BE SENT TO QUIARI VIA CERTIFIED MAIL AT 1321 KINGSWAY ROAD, BRANDON, FL, 33510 USA.

**d. Liquidated Damages.** In any case which arises from or relates to the wrongful termination of a Promoter's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Promoter's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, Promoter's sole remedy shall be liquidated damages calculated as follows:

- For Promoters up to the Commission Rank (not Recognition Rank) of Diamond, liquidated damages shall be in the amount of his or her gross compensation that he/she earned pursuant to QuiAri's Compensation Plan in the six (6) months immediately preceding the termination.
- For Promoters at the Commission Rank (not Recognition Rank) of Green Diamond, liquidated damages shall be in the amount of his or her gross compensation that he/she earned pursuant to QuiAri's Compensation Plan in the nine (9) months immediately preceding the termination.
- For Promoters at the Commission Rank (not Recognition Rank) of Purple Diamond or higher, liquidated damages shall be in the amount of his or her gross compensation that he/she earned pursuant to QuiAri's Compensation Plan in the twelve (12) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Promoter pursuant to QuiAri's Compensation Plan as well as retail profits earned by Promoter for the sale of QuiAri merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by Promoter to Customers at the time of the sale. The Parties agree that the foregoing liquidated damage schedule is fair and reasonable.

A Promoter's "Commission" rank is the rank or title at which they actually qualified to earn compensation under the QuiAri Compensation Plan during a pay-period. For purposes of this Policy, the relevant pay-period to determine a Promoter's Commission Rank is the pay-period during which the Promoter's business is placed on suspension or terminated, whichever occurs first. The "Commission" rank differs from the "Recognition Rank," which is the highest title or rank that a Promoter has ever been paid under the QuiAri Compensation Plan.

**e. Louisiana Residents.** Notwithstanding anything to the contrary in the foregoing and the arbitration provision set forth above, residents of the State of Louisiana shall be entitled to bring an arbitration action in their home forum and pursuant to Louisiana law.

#### **19.6 Waiver of Jury Trial.**

The Parties irrevocably waive and release any and all rights to trial by jury of all claims in any suit or action arising out of this Agreement or the QuiAri business regardless of whether other persons or entities are also party to the suit or action.

#### **19.7. Disputes Between Promoters.**

When a Promoter has a grievance or complaint with another Promoter regarding any practice or conduct in relationship to his or her Promoter Agreement, the Promoter should try to resolve it with the other Promoter. If the matter involves interpretation or violation of the Agreement by the other Promoter, the complaining or aggrieved Promoter must report it in writing to the QuiAri Support Department, via email or certified mail. Details of the incident such as dates, number of occurrences, persons involved, witnesses, and any other supporting documentation should be included in the report. Such communications must bear the Promoter's signature and ID number. Anonymous complaints will be accepted, but QuiAri may not take corrective action without credible evidence. No telephone calls will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. QuiAri may inform a Promoter's upline leaders of any actions or potential actions taken.

## SECTION 20. PRIVACY POLICY

QuiAri values your privacy and understand the importance of protecting it. This “Privacy Policy” applies to Personal Information (as defined below) we collect from you when you visit QuiAri’s corporate website, a “**Replicated Website**” of a Promoter for QuiAri, or the Back Office of a Promoter (collectively, the “**Site**”). This Site is operated by QuiAri, and is hosted on QuiAri’s server as well as on the servers of QuiAri’s third-party technology providers. The Personal Information you submit on this Site is accessed by QuiAri and the Promoter to whom this Site is assigned (as set forth in this Privacy Policy). For the purpose of EU data protection laws, QuiAri and Promoters (depending on your relationship with Promoters) are “data controllers” and are responsible for, and control the processing of, your Personal Information collected pursuant to this Privacy Policy.

### 20.1. Personal Information Collection.

Through your use of or visits to the Site, we may collect Personal Information the Promoter provides to QuiAri. “**Personal Information**” is any piece of information that can potentially be used to identify, contact, or locate a single person. We may collect the following Personal Information from you: your name, address, email address, telephone number, social security or tax identification number, and credit card or banking information, billing address, IP address, images or videos that you upload to the Site, passport information, date of birth, driver’s license information, and purchase history. We may also collect Personal Information in connection with communications you send us, for example, to report a problem or to submit questions, concerns, or comments regarding the Site, our products, or any related content. Finally, we may collect Personal Information from surveys, if you choose to respond or participate in such surveys. In addition, Promoters may collect your name, email address, and telephone number.

In order to become a Promoter, you must provide biographical and contact information (such as name, mailing address, telephone numbers, and email address) to us. Promoter applicants must also provide Personal Information such as an applicant’s Social Security Number or Federal Tax ID Number so that we may prepare and file necessary non-employee compensation forms for the IRS. Promoters and Customers are also required to provide payment information (such as credit card or debit card). We may also collect Promoters’ commission and bonus information.

### 20.2. Use of Personal Information.

We collect and use Promoter’s Personal Information to fulfill our legal and contractual obligations with you and to pursue our legitimate interests, which include: (i) establishing or maintaining our relationship with you; (ii) contacting you and responding to your requests and inquiries; (iii) providing you with services you have requested; (iv) keeping you informed of products and services we think may be of interest to you; (v) personalizing your experience with us; (vi) assisting you while you use the Site; (vii) business administration, including statistical analysis; (viii) improving the Site by helping us to understand who uses the Site and how they are used; (ix) for fraud prevention and detection; and (x) to comply with applicable laws, regulations, and codes of practice.

### 20.3. Disclosure of Personal Information.

**20.3.1. Personal Information.** QuiAri DOES NOT share Personal Information except with contracted service providers as may be necessary to: (a) process orders and/or returns and obtain payment; (b) complete an enrollment as a Promoter or Customer; (c) maintain our genealogy database; (d) issue payments and report income to taxing authorities; and (e) maintain communication with you. We also provide personally identifiable information: (a) to upline Promoter(s) as described in the “Genealogy” Information section; and/or (b) to assign a sales or enrollment lead to a Promoter; (c) to governmental agencies as required pursuant to law; and/or (d) to a Successor to QuiAri’s business. A “Successor” is any individual or

entity that acquires the assets of QuiAri, or a controlling interest in QuiAri's stock or other ownership interest, or a trustee appointed to operate QuiAri's business. QuiAri requires third parties who perform services for us to agree to treat Personal Information confidentially and securely and only for the purpose of performing services on our behalf. This statement does not address the privacy practices or policies of our Promoters. However, Customers and Promoters agree, as specified in our contract with them, to comply with all applicable privacy laws and regulations.

**20.3.2. "Genealogy" Information.** As a network marketing company, QuiAri provides certain information to Promoters regarding other Promoters and Customers enrolled in a Promoter's downline marketing organization.

- If you complete a "Contact Me" form, all information provided within that form is sent to the sponsoring Promoter.
- If you join as a Promoter, the sponsoring Promoter will have access to:
  - o The new Promoter's name
  - o Identification of the product the new Promoter purchased
  - o The sales volume associated with the new Promoter's purchase
  - o The downline Promoter's rank
  - o The personal enrollments of the downline Promoter made in the past thirty (30) days
  - o The monthly cycles of the personally sponsored Promoter
  - o The number of Promoters that the downline Promoter has personally sponsored
  - o The total active volume of each personally sponsored Promoter

Any Promoter can see the total leg count of any other Promoter in their downline and whether any downline member is Active and/or qualified.

Personal Information relating to downline Promoters is made available to Promoters subject to a confidentiality and non-solicitation covenant in the agreement that each Promoter enters into with QuiAri. However, QuiAri does not warrant that other Promoters will adhere to the confidentiality and non-solicitation covenants, and QuiAri shall not be responsible for Promoters' violation of these covenants.

**20.3.3. Aggregate Information (non-personally identifiable).** QuiAri may share aggregated demographic information with our partners, vendors, suppliers, third party providers, and advertisers. This is not linked to any Personal Information.

**20.3.4. Lead Assignment.** QuiAri occasionally will assign prospective sales and new Promoter leads to Promoters. In these cases, we will provide the lead with the appropriate Promoter's name and contact information and/or provide a Promoter with the prospective lead's name and contact information.

**20.3.5. Legally Required Law Enforcement, Judicial, and Administrative Agency Disclosures.** QuiAri will provide Personal Information as necessary to comply with judicial and administrative orders, subpoenas, civil or criminal investigative demands, administrative and regulatory demands, and other legal obligations. For QuiAri to conduct business in certain jurisdictions, QuiAri may be called upon to disclose certain personally identifiable and confidential information to regulatory authorities in those jurisdictions. Such information may include, but is not limited to, income information and personally identifiable information. QuiAri is authorized to provide such information as we deem necessary.

## **20.4. International Transfers of Personal Information.**

QuiAri is located, and this Site is hosted, in the USA. If you are visiting this Site from outside the United States, please note that any Personal Information you share with us will be stored and processed in the United States. Unless restricted by law, regulation, contract, or professional standards, we may transfer your Personal Information outside of the United States to other countries for the purposes described in this Privacy Policy.

If you are located in the European Economic Area (“EEA”), we may transfer your Personal Information to countries outside of the EEA that may not provide a similar or adequate level of protection to that provided by the EEA (including the United States). To provide adequate protection for Personal Information transferred from the EEA, QuiAri relies on European Commission approved Standard Contractual Clauses.

## 20.5. Your Rights.

Individuals in the EEA have certain data subject rights, which may be subject to limitations and/or restrictions. These rights include the right to: (i) request access to and rectification or erasure of their Personal Information; (ii) obtain restriction of processing or to object to processing of their Personal Information; and (iii) ask for a copy of their Personal Information to be provided to them, or a third party, in a digital format. If you wish to exercise one of the above-mentioned rights, please send us your request to the contact details set out below. Individuals also have the right to lodge a complaint about the processing of their Personal Information with their local data protection authority.

## 20.6. Communications.

**20.6.1. Communication from QuiAri and from Upline Promoters.** QuiAri sends all new Promoters and Customers a welcoming email to verify identification numbers. All Promoters and Customers will occasionally receive information on the QuiAri business, products, services, special deals, and a newsletter.

**20.6.2. Contact by Other Promoters.** Promoters may be contacted by their sponsor or other upline Promoter.

**20.6.3. Customer Service.** QuiAri communicates with Promoters and Customers via email, regular mail, text, social media, and telephone on a regular basis to provide requested services and in regard to issues relating to their QuiAri business. QuiAri communicates with Customers with respect to products or services purchased by such Customers from QuiAri. Such communications may be by email, regular mail, text message, social media, or telephone. QuiAri also communicates with Promoters through leaving messages in Promoters’ Back Offices.

## 20.7. Miscellaneous.

**20.7.1. Information Collection and Use.** I understand that QuiAri is the sole owner of the information collected on this site and that they will not sell, share, or rent this information to others. By purchasing or using any QuiAri Product or Service, I authorize QuiAri to use my brand, name, video, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

**20.7.2. Retention of Personal Information.** QuiAri retains Personal Information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or allowed by law, including to fulfill a legal obligation.

**20.7.3. Security.** QuiAri implements and maintains reasonable physical, administrative, and technical security measures to protect Personal Information from loss, misuse, or unauthorized access, disclosure, alteration, or destruction. While it uses SSL encryption to protect sensitive information online, QuiAri also seeks to protect Personal Information off-line. All Personal Information is restricted in our offices. Only employees who need the Personal Information to perform a specific job (for example, a billing clerk or a Customer service representative) are granted access to Personal Information. Furthermore, employees are kept up-to-date on security and privacy practices and trained accordingly.

**20.7.4. Third Party Links.** This Site may contain links to or from other sites. Please be aware that QuiAri is not responsible for the privacy practices of such other sites. We encourage users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by QuiAri websites.

**20.7.5. California Online Privacy Protection Act Compliance.** California Civil Code Section § 1798.83 permits users of our website that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, you may contact us as described below.

**20.7.6. Children's Privacy.** This Site is not intended for minors. If you are under the age of eighteen (18), do not use this Site. We do not knowingly collect any information from anyone under eighteen (18) years of age. If we learn that we have collected or received Personal Information from a child under the age of eighteen (18) without verification of parental consent, we will delete that information.

**20.7.7. Choice of Law.** This Agreement shall be governed, interpreted, construed and enforced under the laws of the State of Florida, including its choice of law principles.

#### **Contact Us**

If you have questions regarding this Privacy Policy, please contact us at [support@quiari.com](mailto:support@quiari.com) or by mail at:

QuiAri, LLC  
1321 Kingsway Road  
Brandon, FL 33510 USA