

## SendOutCards Terms and Conditions

1. I understand that as a Send Out Cards, LLC ("SendOutCards" or the "Company") Independent Distributor:

- a. I have the right to offer for sale SendOutCards products and services in accordance with these Terms and Conditions.
- b. I have the right to enroll persons in SendOutCards.
- c. I will train and motivate the distributors in my downline marketing organization.
- d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- e. I will perform my obligations as a Distributor with honesty and integrity.
- f. I will only use the sales contracts and order forms which are provided by SendOutCards for the sales of its goods and services.

2. I agree to present the SendOutCards Marketing and Compensation Plan and SendOutCards products and services as set forth in official SendOutCards literature.

3. I agree that as a SendOutCards Distributor I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of SendOutCards. I am not authorized to and will not incur any debt, expense, obligation, or open any account on behalf of, for, or in the name of SendOutCards. I understand that I shall control the manner and means by which I operate my SendOutCards business, subject to my compliance with these Terms and Conditions, the SendOutCards Policies and Procedures and the SendOutCards Marketing and Compensation Plan and Terms of Use (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** SendOutCards is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between SendOutCards and all appropriate taxing jurisdictions, and all related rules and procedures.

4. **I have carefully read and agree to comply with the SendOutCards Policies and Procedures and the SendOutCards Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions.** I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from SendOutCards. I understand that these Terms and Conditions, the SendOutCards Policies and Procedures, or the SendOutCards Marketing and Compensation Plan may be amended at the sole discretion of SendOutCards, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official SendOutCards materials. The continuation of my

SendOutCards business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. You may cancel this Agreement at any time by sending a written notice to the Company, along with your Distributor I.D. Number. Submit your cancellation notice to: SendOutCards, 1825 West Research Way, Salt Lake City Utah 84119. Unless you cancel, or this agreement is terminated for other cause, the term of this Agreement is one year. If you fail to annually renew your SendOutCards business, or if it is canceled or terminated for any reason, you will permanently lose all rights as a Distributor. You shall not be eligible to sell SendOutCards products and services nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. SendOutCards expressly reserves the right to terminate all Distributor Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products and services via direct selling. In the event of cancellation, termination or nonrenewal, you agree to waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and/or other activities of your former downline organization.

6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of SendOutCards. Any attempt to transfer or assign this Agreement without the express written consent of SendOutCards renders this Agreement voidable at the option of SendOutCards and may result in termination of my business.

7. I understand that if I fail to comply with the terms of this Agreement, SendOutCards may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

8. SendOutCards, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for, and I release SendOutCards and its affiliates from, and waive all claims for consequential and exemplary damages for any claim that arises from or relates to the Agreement. I further release SendOutCards and its affiliates from all liability arising from or relating to the promotion or operation of my SendOutCards business and any activities related to it (e.g., the presentation of SendOutCards products or Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

9. This Agreement, in its current form and as amended by SendOutCards at its discretion, constitutes the entire contract between SendOutCards and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other

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than the Policies and Procedures), this Distributor Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

**10.** Any waiver by SendOutCards of any breach of this Agreement must be in writing and signed by an authorized officer of SendOutCards. Waiver by SendOutCards of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

**11.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

**12.** This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to SendOutCards, the Distributor Agreement, the SendOutCards Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Distributor and SendOutCards, or any other claims or causes of action relating to the performance of either an independent Distributor or SendOutCards under the Agreement or the SendOutCards Policies and Procedures shall be settled totally and finally by arbitration as specified in the Company's Policies and Procedures.

**13.** The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. See the Policies and Procedures for additional terms.

**14.** If a Distributor wishes to bring an action against SendOutCards for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within one year shall bar all claims against SendOutCards for such act or omission. Distributor waives all claims that any other statutes of limitations applies.

**15.** I authorize SendOutCards to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

**16.** The optional Subscription is a monthly standing order. Your credit card will automatically be charged each month on or about the date designated on the front of the Application. If no date is designated, your card will be charged on or about the same day of each month which you joined.

**17.** Point expiration will take place at the end of the thirteenth month from date of purchase. Refer to Policies and Procedures for additional information.

**18.** You may cancel your Subscription by submitting a written cancellation notice to SendOutCards at 1825 West

Research Way, Salt Lake City Utah 84119. Cancellation notices must be received no later than the 15th day prior to Subscription date in order to avoid the next month's charge. Cancellation of your Subscription will not cancel your Distributor Agreement.

**19.** For account cancelation, inactivity and inventory return refer to Policies and Procedures.

**20.** SEND OUT CARDS, LLC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEND OUT CARDS, LLC SHALL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, ECONOMIC, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, ARISING FROM OR RELATING TO LOSS OF CUSTOMER'S DATA OR ANY OTHER COMPUTER SYSTEM FAILURE OR PROBLEM.

### **NOTICE OF RIGHT TO CANCEL**

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (Five days for Alaska residents or as required by law).**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to SendOutCards, 1825 West Research Way, Salt Lake City Utah 84119 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.**

**I HEREBY CANCEL THIS TRANSACTION.**

**Buyer's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_