



## HEALTHYHOME TERMS AND CONDITIONS

*References contained in these Member/Executive Member Application Terms and Conditions (these "Terms and Conditions") to the "Company" or "HealthyHome," refer to HealthyHome, LLC, a Utah limited liability company.*

*References contained herein to "you," "your," "me," "my" or "I" refer to you as Member ("Member/Executive Member")*

1. I am at least 18 years of age, legally competent to enter into a written contract in the jurisdiction in which I reside, and I agree to abide by the terms and conditions of the following legally binding documents, policies, procedures and compensation plan of HealthyHome: (i) these Terms and Conditions, (ii) the HealthyHome Policies and Procedures, and (iii) the HealthyHome Compensation Plan [collectively (i) through (iii) the "Contract"].
2. Upon acceptance by the Company of my signed (whether by E-signature, facsimile, PDF or original) Contract, I will become a Member/Executive Member of the Company, and I will, at that time, have the right to purchase the Company's products directly from the Company according to the Company's Policies and Procedures. This Contract will be deemed accepted by the Company when it is date stamped upon actual receipt of the signed Contract by an officially authorized employee of the Company. The Company, in its sole discretion, may reject this Contract, without disclosing any reason therefore. If this Contract is not accepted or approved, I hereby release the Company and its officers, directors, employees, agents, advisors, affiliates and independent contractors from any and all liability incurred by me or by any other person or entity. I waive any associated claim(s) against the foregoing persons and entities that might be asserted by or for me.
3. I understand that no purchases are necessary to become a HealthyHome Member/Executive Member other than the purchase of a non-refundable starter-kit fee that allows me to purchase products at wholesale prices and to participate in the Compensation Plan. An annual, non-refundable renewal fee is required upon my anniversary date with HealthyHome to maintain my Member/Executive Member status. I am responsible for renewing my Member/Executive Member Business each year.
4. If I wish to terminate this Contract, I will deliver written notification of my intent to terminate to the Company by email to support@healthyhome.com or at the Company's official address. My voluntary termination will be effective as of the date such notice is received by the Company. I understand that I may resign at any time for any reason.
5. As a Member/Executive Member, I am an independent contractor and am NOT an employee, partner, agent, franchisee or legal representative of HealthyHome. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my activities and status in any jurisdiction exercising authority over me including, but not limited to, the duty to license my business and to collect and pay sales or use tax on sales and on products I consume. I will obey any and all federal and local laws, statutes and regulations applicable to my business and me.
6. Although HealthyHome or any of its affiliated entities may assist me in becoming aware of applicable laws, rules and regulations, the sole responsibility to conduct my HealthyHome business lawfully in any jurisdiction rests with me. Therefore, I release HealthyHome and any of its affiliated entities and their officers, directors, agents, advisors, affiliates, independent contractors and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may assert regarding my status or conduct as a Member/Executive Member for HealthyHome. I agree to indemnify and hold harmless HealthyHome and any of its affiliated organizations for any claim, action or liability asserted arising out of my actions, omissions or representations in sponsoring or conducting any activities under my business.
7. I understand that only Member/Executive Members in good standing (as such status is determined by the Company) may act as

- recruiters, enrollers or Sponsors. I also understand that I am responsible for training and supporting any Member/Executive Member or customer who I recruit, enroll and/or sponsor. I will perform bona fide supervisory, recruitment, training, advertising, sales and marketing functions in connection with the sale of Company products.
8. I understand and agree that compensation from HealthyHome as established by the HealthyHome Compensation Plan (hereinafter "Compensation Plan") is solely related to the sale of products derived from in-person sales, solicitations or orders from ultimate consumers. I understand that HealthyHome's commission payout includes all forms of distributor incentives including, but not limited to, Bonuses, Team Commissions, Leadership Bonus Pool and all other promotions. I am entitled to receive Member/Executive Member benefits and opportunities offered to a Member/Executive Member through the Compensation Plan, provided I maintain a HealthyHome business that operates in compliance with the Contract. I agree to abide by the Contract as established by HealthyHome's Policies and Procedures and as modified from time to time and posted on HealthyHome's official website.
  9. I agree that I may not alter, repackage, re-label, affix additional labels of information or otherwise change any Company product, nor will I sell any such product under any other name.
  10. I understand and agree that I may not convey, assign, sell or otherwise transfer any rights arising under this Contract or my relationship with HealthyHome without the prior written consent of HealthyHome. However, HealthyHome may assign this Contract without my permission.
  11. I agree not to use proprietary trade names, trademarks, domain names or other property of HealthyHome without the prior written consent of HealthyHome.
  12. I agree that any websites used to conduct my HealthyHome business shall conform to the Company policies and specifications as described in the HealthyHome Policies and Procedures.
  13. I will make no claims of therapeutic or curative properties regarding the Company products or claims involving the Compensation Plan that are NOT contained in official HealthyHome literature that is distributed by an authorized HealthyHome source.
  14. I agree that I may not create or hold a beneficial interest in an additional Company Member/Executive Member business(es) beyond the indirect benefits that are derived from enrolling, sponsoring and Downline sales volume without the express written consent of HealthyHome. I understand and agree that compensation benefits of my individual product purchases and sales may be paid to my Enroller(s) and Sponsor(s) and other Company Member/Executive Members Upline from me under the rules of the Compensation Plan.
  15. I agree that HealthyHome and its affiliated entities have proprietary rights to its independent contractors and to any Lists of Member/Executive Member and Customer names. I will not use any Company Member/Executive Member Lists or other Company contacts to promote the sale or use of any products, programs or services other than those offered through HealthyHome.
  16. For Subscription orders, I understand that every month until this order is canceled, the Subscription product order will be shipped by the Company to my specified shipping address every month on or around the selected Subscription date. To cancel a Subscription order I will deliver to the Company written notification of my cancellation by email, fax or mail.
  17. In the event I choose to purchase Company products on my credit card or banking debit card, my signature (including my electronic signature) on this Contract hereby constitutes my authorization to process any order I place to those accounts and to use this signed Contract as my "signature on file." I understand that any cancellation of an order placed by me shall be made within three business days of the placement of a particular order or ten business days for cancellation of a Subscription order, but all shipping, handling and restocking charges incurred will be paid by me.
  18. Other than this Contract, no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both me and an authorized officer of the Company. If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
  19. I agree that regardless of the form of claim, whether in tort, contract or other, HealthyHome, its subsidiaries and affiliated companies and their officers, directors, employees and agents shall NOT be liable

for any consequential, incidental, special or punitive damages, including lost profits or any other claims against HealthyHome. No legal action maybe brought by either party to this Contract more than one year after the event giving rise to the cause of action has occurred.

20. I certify the accuracy of all information provided by me in this Contract and agree that the providing of false or misleading information authorizes HealthyHome, at its election, to declare this Contract void from its inception.
21. HealthyHome agrees to manufacture quality products available under the terms and conditions of the Contract and pay commissions according to the Compensation Plan.
22. This Contract shall be governed under the laws of the State of Utah. You agree to exclusively resolve any claim or controversy arising out of the Contract or that otherwise concerns the Company solely in the state courts located in Utah County, Utah and the federal court for the district of Utah. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of a dispute, the prevailing party shall be reimbursed its reasonable costs and attorney's fees.
23. Taxpayer Identification Number. If you are a United States person (including a resident alien), you must provide HealthyHome with your correct taxpayer identification number ("TIN"), which for individuals is either your Social Security Number ("SSN") or, if you are a resident alien and you do not have and are not eligible to get an SSN, your Individual Taxpayer Identification Number ("ITIN"). For a Member/Executive Member account that is a partnership, corporation, company or association organized in the United States or under the laws of the United States, you must provide HealthyHome with your Employer Identification Number ("EIN"). If you fail to provide HealthyHome with a TIN or the TIN you provide to HealthyHome is incorrect, at the request of the IRS, HealthyHome has the right to withhold and pay to the IRS 28 percent of your income over \$600, unless you certify to HealthyHome that you are a corporation exempt from backup withholding or otherwise not subject to backup withholding. By signing this Contract, you certify that the TIN you have provided to HealthyHome is correct, that you are a United States person (including a resident alien) and, if applicable, you are not subject to backup withholding.

## 服务条款和条件

1. 我至少已经18岁，具有法律能力在我居住的管辖区内签订书面合同，并同意遵守HealthyHome的以下法律约束文件，政策，程序和补偿计划的条款和条件：(i) 这些条款和条件，(ii) HealthyHome政策和程序，以及(iii) HealthyHome补偿计划[统称(i)至(iii)为“合同”]。
2. 在公司接受我签署的合同(无论是通过电子签名，传真，PDF或原件)后，我将成为公司的成员/联盟，此时，我将有权根据公司的政策和程序直接从公司购买产品。当公司正式授权的员工实际接收到签署的合同并加盖日期戳时，该合同将被公司视为接受。公司可以自行决定拒绝这份合同，而无需透露任何原因。如果此合同未被接受或批准，我在此解除公司及其官员，董事，员工，代理，顾问，附属公司和独立承包商对我或任何其他个人或实体产生的任何和所有责任。我放弃对前述人员和实体可能代表我或为我主张的任何相关索赔。
3. 我了解成为HealthyHome成员/联盟不需要进行任何购买，除了购买一份不可退款的初始套件费用，该费用使

我能够以批发价格购买产品，并参与补偿计划。在我与HealthyHome的周年纪念日，需要支付一笔年度非退款续约费用以保持我的成员/联盟地位。我有责任每年续约我的成员/联盟业务。

4. 如果我希望终止此合同，我将通过邮件将我的终止意图通知公司，发送至[support@healthyhome.com](mailto:support@healthyhome.com)或公司的官方地址。我的自愿终止将在公司接收到此类通知的日期生效。我理解，我可以随时以任何原因辞职。
5. 作为成员/联盟，我是独立承包商，而不是HealthyHome的雇员，合伙人，代理人，加盟商或法定代表人。我同意我完全负责遵守任何和所有与我在任何对我行使权威的司法管辖区的活动和地位有关的法律或法规，包括但不限于许可我的业务以及收集和支付销售税或我消费的产品上的使用税。我将遵守所有适用于我的业务和我自己的联邦和地方法律，法规和法规。
6. 尽管HealthyHome或其任何关联实体可能会帮助我了解适用的法律，规则和法规，但我在任何司法管辖区合法开展我的HealthyHome业务的唯一责任都在我身上。因此，我免除HealthyHome和其任何关联实体及其官员，董事，代理，顾问，附属公司，独立承包商和员工对我的任何行为或疏忽的所有责任。我还放弃我(或代表我的利益的其他人)可能主张的关于我作为HealthyHome成员/联盟的地位或行为的任何索赔或诉讼原因。我同意赔偿并使HealthyHome及其任何关联组织免受我在我的业务下进行任何活动的行动，疏忽或陈述所引发的任何索赔，行动或责任的影响。
7. 我了解只有身份良好的成员/联盟(如公司确定的身份)可以担任招募者，登记者或赞助商。我也了解我负责培训和支撑我招募，注册和/或赞助的任何成员/联盟或客户。我将执行与公

司产品销售相关的真正的监督，招募，培训，广告，销售和市场营销功能。

8. 我理解并同意，根据HealthyHome补偿计划（以下简称“补偿计划”）制定的HealthyHome的赔偿只与由最终消费者的面对面销售，征求或订单得到的产品销售有关。我了解HealthyHome的佣金支付包括所有形式的分销商激励，包括但不限于奖金，团队佣金，领导奖金池和所有其他促销。只要我维持一家遵守合同的HealthyHome业务，我有权获得通过补偿计划向成员/联盟提供的成员/联盟福利和机会。我同意遵守HealthyHome的政策和程序建立的合同，并且随着时间的推移可能会修改，并发布在HealthyHome的官方网站上。
9. 我同意，我可能不会更改，重新包装，重新贴标，附加其他信息标签或以任何方式更改任何公司产品，也不会以任何其他名字下出售此类产品。
10. 我了解并同意，除非得到HealthyHome的事先书面同意，否则我可能不会转让，分配，出售或以其他方式转让此合同或我与HealthyHome的关系产生的任何权利。然而，HealthyHome可以在没有我的许可的情况下分配此合同。
11. 我同意，未经HealthyHome事先书面同意，不得使用HealthyHome的专有商标，商标，域名或其他财产。
12. 我同意，我用于开展我的HealthyHome业务的任何网站都应符合HealthyHome政策和程序中描述的公司政策和规范。
13. 我将不会对公司产品或涉及补偿计划的索赔进行治疗或治疗性质的声明，除非这些声明包含在由授权的HealthyHome来源分发的官方HealthyHome文献中。
14. 我同意，除非得到HealthyHome的明确书面同意，否则我可能不会创建或持有额外的公司成员/联盟业务的有益权益，超出了从招募，赞助和下线

销售量获得的间接利益。我理解并同意，我的个人产品购买和销售的赔偿福利可能会根据补偿计划的规则支付给我的注册者和赞助商以及我上线的其他公司成员/联盟。

15. 我同意HealthyHome及其关联实体拥有其独立承包商和任何成员/联盟和客户名单的专有权利。我不会使用任何公司成员/联盟名单或其他公司联系方式来推广通过HealthyHome以外的任何产品，程序或服务的销售或使用。
16. 对于订阅订单，我了解，直到取消此订单，每个月订阅产品订单都会在每个月的选定订阅日期左右由公司发送到我指定的送货地址。要取消订阅订单，我将通过电子邮件，传真或邮件向公司提交我的取消书面通知。
17. 如果我选择在我的信用卡或银行借记卡上购买公司产品，我在此合同上的签名（包括我的电子签名）即构成我授权处理我下的任何订单到这些帐户，并使用此签名的合同作为我的“文件上的签名”。我了解我对我下的订单的任何取消应在下特定订单的三个工作日内或取消订阅订单的十个工作日内进行，但所有由我支付的运输，处理和重新库存费用都将由我支付。
18. 除此合同外，任何其他承诺，陈述，保证或任何形式的协议除非以书面形式并由我和公司的一位授权官员签署，否则均无效。如果发现此合同的任何规定不可执行或无效，不影响其余规定的有效性。
19. 我同意，无论索赔的形式是何种，无论是侵权，违约，不公平的交易行为，误导的陈述，还是其他，HealthyHome对我产生的全部责任（包括法律费用和费用）在任何情况下都不得超过我在提出此类索赔时的账户中累计购买并持有的公司产品的总价值。
20. 我在此合同中提供的所有信息我证明是准确的，并同意，如果我提供的信

息是错误或误导性的, HealthyHome 有权选择将此合同从开始时就宣布为无效。

21. HealthyHome同意按照合同的条款和条件生产高质量的产品, 并根据补偿计划支付佣金。
22. 此合同将根据犹他州的法律进行管理。您同意仅在位于犹他县的犹他州法院和犹他区的联邦法院解决与合同有关或其他涉及公司的任何索赔或争议。有关关注的每一方都应首先通知对方并至少提供30天的补救期。如果发生争议, 胜诉方应得到其合理费用和律师费的偿付。
23. 纳税人识别号。如果您是美国人(包括居民外国人), 您必须向 HealthyHome提供您正确的纳税人识别号("TIN"), 对于个人, 这是您的社会保障号码("SSN"), 如果您是居民外国人并且您没有并且无权获得SSN, 您的个人纳税人识别号("ITIN")。对于在美国或根据美国法律组织的伙伴关系, 公司, 公司或协会的会员/附属账户, 您必须向HealthyHome提供您的雇主识别号("EIN")。如果您未能向 HealthyHome提供TIN, 或者您向 HealthyHome提供的TIN是错误的, 根据IRS的要求, HealthyHome有权扣除并支付给IRS您的超过600美元的收入的28%, 除非您向 HealthyHome证明您是一家免于备用扣税的公司, 或者您不受备用扣税的影响。通过签署此合同, 您证明您向 HealthyHome提供的TIN是正确的, 您是美国人(包括居民外国人), 如适用, 您不受备用扣税的影响。