

POLICIES AND PROCEDURES

October 2022

Total Life Changes, LLC (“TLC”, “Total Life Changes” or the “Company”) is a direct sales company dedicated to providing quality products and services that you can promote through your home-based business. We pride ourselves on our integrity in dealing with our independent distributors and customers. Our compensation plan is based on sales of our products to end-users. Anyone who wishes to promote and sell our products can be rewarded under that plan. TLC was founded on seven “Core Values” which guide how we operate and live every day.



We are always hungry for more.



Passion is our fuel.



Having fun we get more work done.



We love each other. Period.



Grateful is our mindset.



Our standard is giving more than what's expected.



We don't just do what's easy, we do what's right.

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Section 1 Introduction

1.1 Purpose

Total Life Changes (“TLC”) has developed these Policies and Procedures (“P&P”), to guide its Independent Life Changers (“LCs”) in the successful promotion of TLC’s products and services. These P&P will help provide the following benefits:

1. Protect the rights of all LCs by providing rules that require each LC to work in an ethical, effective and secure manner.
2. Provide an equal and level playing field of opportunity to all LCs. All LCs will be treated fairly, reasonably and professionally.
3. Clearly define the relationship between TLC and its LCs.
4. Inform LCs regarding compliance issues and regulatory requirements. TLC requires that all LCs understand and abide by these P&P as we work together to promote the TLC products and the opportunity. If any LC has any questions with respect to the P&P, they should contact the TLC Compliance Department, at tlccompliance@totallifechanges.com, for clarification.

TLC will apply these P&P fairly and equitably to all LCs but understands that there may be certain cases or circumstances that require special handling or consideration. TLC will make determinations about any potential exceptions or extenuating circumstances in its sole discretion.

1.2 Policies and Procedures Incorporated By Reference

These P&P, in their present form and as amended from time to time at the sole discretion of TLC, constitute the “LC Agreement” between you as an LC and TLC. By applying to become and continuing to serve as an LC, you agree to the LC Agreement, including these P&P and the following documents which are incorporated by reference into the LC Agreement in their current form and as may be amended from time to time: the LC Application for Enrollment (paper or digital), the [TLC Compensation Plan](#), the [TLC LC Advertising Policy](#), the [TLC SmartShip Agreement](#), the [TLC Shipping Policy](#), the [TLC Return Policy](#), the [TLC Terms of Sale](#), the [TLC Terms of Use](#) and the [TLC Business Entity Form](#) (where applicable). By applying to become and continuing to serve as an LC, you also agree that you have read and understand the [TLC Privacy Policy](#). Each LC must read, understand, adhere to and ensure that he or she is aware of and is operating under the most current version of these P&P and the LC Agreement. When enrolling a new LC, the Sponsor (as defined herein) is responsible for providing the most current version of these P&P and the LC Agreement to the applicant prior to his or her execution of the LC Agreement.

1.3 Amendments, Revisions and Changes

TLC reserves the right, in its sole discretion, to amend, revise or change the LC Agreement and TLC’s prices and product offerings. TLC will notify LCs by posting any amendments, revisions or changes on the TLC website. The most current and controlling version will always be posted on www.TotalLifeChanges.com or another applicable website as notified to you. LCs are responsible for regularly reviewing the company website, and staying current on all notices given through the various communications between TLC and LCs. If an LC continues to use any TLC-related website, product or service, conduct any TLC-related business, or the accept any compensation under the TLC Compensation Plan, such actions indicate that the LC accepts the LC Agreement, including any published amendments, revisions or changes to any documents incorporated by reference therein. If an LC does not wish to be bound by the LC Agreement or such amendments, revisions or changes, the LC must resign in writing and will not be able to conduct any TLC business.

1.4 Delays and Force Majeure

TLC shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to a force majeure event or other circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, acts of God, pandemics, severe weather, riot, war, fire, death, curtailment, reduction, limitation or unavailability of a source of supply, or government decrees or orders.

1.5 Severability

If any provision of the LC Agreement (including any documents incorporated by reference herein), in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid or the unenforceable portion of the provision shall be severed and only in the applicable jurisdiction that requires it. The remaining terms and provisions shall remain in full force and

effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the LC Agreement or the relevant document incorporated by reference therein.

1.6 Waiver

TLC reserves the right to demand compliance with all terms and conditions under the LC Agreement at any time. Neither TLC's failure to exercise any right or power under the LC Agreement or to insist upon an LC's strict compliance with any obligation or provision of the LC Agreement, nor a custom or practice of the parties at variance with the terms of the LC Agreement, shall constitute a waiver of TLC's right to demand strict compliance with the LC Agreement. TLC may only grant such a waiver in a writing signed by an authorized Company officer. TLC's waiver of any particular Breach by an LC on one occasion shall not affect or impair TLCs' rights with respect to any subsequent Breach, nor shall it affect in any way an LC's rights or obligations. Nor shall TLC's delay or omission to exercise any right arising from a Breach affect or impair TLC's rights as to that or any subsequent Breach. The allegation or existence of any claim or cause of action of an LC against TLC shall not constitute a defense to TLC's enforcement of any term or provision of the LC Agreement.

Section 2 Operating a TLC Distributorship

2.1 Eligibility

To become an LC, an individual must be a real person or corporate entity, but not a fictionalized individual. All LCs must be a minimum of 18 years of age or the legal age of majority in the state, country or jurisdiction in which they reside, whichever is higher, and must be legally capable of entering into a contract. An LC must be legally entitled to earn income in the United States or in the appropriate country or jurisdiction in which he/she intends to do business. An LC must submit a valid, complete and accurate LC Application for Enrollment to TLC and TLC must accept that application. TLC has sole discretion to determine whether to accept an LC Application for Enrollment.

2.2 Number of Positions

An individual may operate or have a legal or equitable ownership interest, as a sole proprietorship, partner, shareholder, member, owner or beneficiary as either an LC or Product Influencer, but not both. An individual cannot have more than one TLC distributorship or financial interest in more than one TLC distributorship, nor can an individual have any interest in multiple TLC distributorships whether individually or as part of an entity. An individual may serve as both an LC and a Preferred Customer.

2.3 Identification

All LCs residing in the United States or one of its controlled territories subject to the Internal Revenue Service reporting requirements are required to provide and certify the accuracy of their Social Security Number, Federal Employer Identification Number (US & Territory Residents), or equivalent government-issued identification number, to TLC on the LC Agreement Application for Enrollment. Such numbers are required for proper tax reporting. Upon acceptance of your Application for Enrollment, TLC will provide a unique Life Changer Identification Number ("LC Number") for identification purposes. TLC will use this number to place orders and track commissions and bonuses.

2.4 Independent Contractor Status

All LCs are independent contractors regardless of rank or level within the compensation plan. There are no franchises, exclusive territories, exclusive distributorships, partnerships, joint ventures or strategic alliances created between any LC and TLC. All LCs will have an equal opportunity to build their independent business based on sales, work ethic, hours put into promoting their business, dedication to building their business, etc.

Each LC shall be responsible for paying any and all local, state or federal taxes or fees, including, but not limited to, income taxes, social security, self-employment taxes and any social charges, if applicable, as set forth in Section 3.6. LCs are not entitled to employee benefits from TLC, including, but not limited to, unemployment benefits, worker's compensation or minimum wage. All LCs are responsible for their own fees, costs, expenses, supplies, tools or whatever is required, used or needed in building and promoting their business. No LC may bind TLC or any associated person or entity into any contract or agreement, nor may any LC imply that they are acting for or on behalf of the corporate entity. Further, no LC may contact any media, seek out media coverage or appear on or in any media for or on behalf of TLC, unless doing so with TLC's prior written consent. All LCs must properly identify themselves

as independent contractors when conducting business. Any conduct or behavior that in any way implies a corporate relationship or is confusing or misleading as to an LC's independent contractor status is strictly prohibited.

2.5 Enrollment

An existing LC must refer or sponsor any new LC, and LC applicants must identify such Sponsor or referral on the LC Application for Enrollment. Each LC is responsible for ensuring that he or she indicates the proper Sponsor when enrolling and ensuring that the new LCs the existing LC sponsors or refers indicate the proper Sponsor. LCs must notify TLC of any disputes or other issues regarding the LC Sponsor within seventy-two (72) hours of enrollment. In the event of a dispute over who has sponsored a new LC, TLC will make reasonable efforts to determine the actual sponsor, based on facts gathered. The final decision as to sponsorships and referrals shall be at TLC's sole discretion.

2.6 Change of Sponsor

If an LC lists the wrong name of his or her Sponsor when enrolling, that LC may request a correction within 72 hours of enrollment. The LC must submit the correction via webform from the LC's i-Office Portal. TLC will not permit any changes to sponsorship more than 72 hours from the enrollment date. The final decision as to an LC's placement shall be at TLC's sole discretion.

2.7 Change of Binary Placement

If a Sponsor incorrectly places a newly enrolled LC, that Sponsor may request a correction within 72 hours of enrollment. The Sponsor must submit the correction via webform from the Sponsor's i-Office Portal. No changes in binary placement will be permitted more than 72 hours from the enrollment date. The final decision as to an LC's placement shall be at TLC's sole discretion.

2.8 Downline Activity Reports

Downline Activity Reports are available for LC access and viewing through the secure LC i-Office Portal. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets and are owned exclusively by TLC. TLC will not be responsible for any errors, incorrect or missing information that the reports may include or exclude. TLC provides Downline Activity Reports to LCs in strictest confidence and make such Reports available to LCs for the sole purpose of assisting LCs in working with their respective Downline organizations to develop LCs' businesses under the LC Agreement. LCs should use their Downline Activity Reports to assist, motivate and train their Downline LCs and support their customers. LC and TLC acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, TLC would not provide Downline Activity Reports to the LC.

An LC shall not, on his/her own behalf, or on behalf of any other person or entity:

1. Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
2. Directly or indirectly disclose the password or other access code to his/her i-Office Portal or Downline Activity Report;
3. Use the information contained in a Downline Activity Report to compete with TLC or for any purpose other than promoting his/her LC business;
4. Recruit or solicit any LC or TLC Customer listed on any report, or in any manner attempt to influence or induce any LC, PC or Customer to alter his or her business relationship with TLC;
5. Use or disclose to any person or entity any information contained in any Downline Activity Report. Upon Company request, any current or former LC must return the original and all copies of any Downline Activity Reports to the Company.

2.9 Business Entities

A corporation, limited liability company, partnership, or local equivalent (collectively referred to in this section as a "Business Entity") may apply to be an LC. If an LC has enrolled online as a Business Entity, the LC must submit all required legal entity/company documents and registration forms issued by the relevant legal entity/company registry to TLC within thirty (30) days. If TLC does not receive the required documents within the 30-day period, the LC Application for Enrollment shall automatically terminate. All members, partners, shareholders or stakeholders of the relevant Business Entity are jointly and severally liable for any indebtedness, liability or other obligation to TLC. An entity cannot have more than one TLC distributorship or financial interest in more than one TLC distributorship nor can an individual have any interest in multiple TLC distributorships whether individually or as part of an entity. A Business Entity may only enroll as an LC using a legally-registered business name.

2.10 Addition of Co-Applicant/Partnership

When adding a co-applicant (either an individual or a Business Entity) to an existing LC, the existing LC must provide a written request to tlccompliance@totallifechanges.com, as well as a properly-completed LC Application for Enrollment containing the applicant and co-applicant's Social Security Numbers (or other valid government identification number) and signatures. To prevent the circumvention of Section 2.14, regarding the sale, transfers or assignment of a TLC distributor account, the original applicant must remain as the main party to the original LC Agreement.

2.11 Spousal Limitations

Married couples or common-law couples (collectively "Spouse(s)") may become an LC as partners or as individuals. Each Spouse shall be responsible for the acts of the other Spouse, whether or not the Spouse participates as an LC and whether or not the Spouse was aware of the other Spouse's conduct, if the Spouses enroll as LCs as partners. Both Spouses must comply with the LC Agreement. Spouses who wish to become separate LCs must sign a separate LC Agreement and must have the same Sponsor. One Spouse cannot sponsor the other Spouse. A Spouse may be "binary placed" under their Spouse's LC account as long as they have the same Sponsor.

2.12 Limitations on Distributorships Per Household

An additional family member that is not a Spouse, residing in the same household and otherwise eligible to become an LC, may become an LC under the sponsor of his/her choice, as long as there is no attempted or actual manipulation of the TLC Compensation Plan, including, but not limited to, falsifying volume or commission, or falsifying LC Applications for Enrollment using a family member's name.

2.13 Separation Due To Divorce or Dissolution

Under no circumstances will TLC be required to divide, break up or partially reassign an LC position or its Downline due to a divorce or separation between Spouses or dissolution of any entity. TLC will recognize the LC as he or she is registered with TLC and will pay any earned commissions or bonuses accordingly. TLC is under no obligation to take any actions to facilitate the Spouses' divorce, break up or dissolution, other than in the normal conduct of TLC business under the LC Agreement. The former Spouses will handle any split of commissions or bonuses after receiving the appropriate payment from TLC. If the former Spouses are unable to effectively conduct TLC business, come to an agreement regarding operating as LCs, or the divorce or dissolution has any adverse effect to TLC or other LCs, TLC reserves the right to terminate the LC Agreement. A Spouse or other party who gives up rights to an LC business as part of a divorce, breakup or dissolution must wait a period of twelve (12) months before enrolling as a new LC.

2.14 Sale, Transfer or Assignment

An LC may not sell, transfer or assign his/her independent business without TLC's express written consent at TLC's sole discretion. An LC may not use the sale, transfer or assignment of an LC business to effect a change of sponsorship, manipulate the TLC Compensation Plan, or negatively impact another LC under any circumstances. An existing LC may not purchase another LC's business. Any person or entity who has sold, transferred, or assigned his or her LC business must wait a period of twelve (12) months before enrolling as a new LC, assuming they are otherwise in good standing.

2.15 Succession and Inheritance

Upon the death or legally binding incapacitation of an LC, his/her LC business may be passed to his/her heirs, subject to applicable laws and regulations governing such interests. TLC must receive appropriate legal documentation, such as an original death certificate and notarized copy of an executed will, a court order or other instrument establishing the successor's rights, or any other documentation required in TLC's sole discretion to ensure that the transfer is proper.

Accordingly, an LC should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument if they desire to pass the interest to a particular individual. Whenever a LC's independent business is properly transferred by a will or other testamentary process based on applicable law, the legal successor in interest acquires all rights the LC previously earned or held, but the successor must continue to meet all requirements and qualifications under the LC Agreement. The successor(s) in interest must: 1) Execute an LC Application for Enrollment; 2) Comply with terms and provisions of the LC Agreement; and 3) Meet all of the qualifications for the deceased LC's status. Bonus and commission checks of a LC transferred pursuant to this Section will be paid in accordance with any succession policy for TLC's third-party payment processor. TLC will issue all bonus and commission checks and a Form 1099 as required by the IRS. TLC will divide any distributorship among heirs and under no circumstances will TLC allow any LC or LC successor to operate in any way other than as normally prescribed under the LC Agreement.

Requests to cancel a deceased's LC business should be made directly to TLC.

2.16 Qualifying Volume; Expenses; Debt Discouraged

To become an LC, an individual must purchase a Business Starter Kit, which can be found [here](#). In addition, as indicated in Section 9.4, LCs must maintain a specific qualifying volume ("Qualifying Volume") to remain active as an LC. The Qualifying Volume necessary to remain active depends on the LC's rank, and additional information is available in the TLC Compensation Plan. LCs may achieve Qualifying Volume either through retail sales or an LC's own purchases.

How much may be appropriate for an LC to spend on marketing or any other item related to TLC is entirely up to the LC based on his/her given situation. Unless specifically provided for under these P&Ps or through the TLC Compensation Plan, no LC is entitled to reimbursement from TLC for any general or administrative costs, fees or expenses of any type generated in as an LC with respect to TLC or the LC Agreement.

TLC discourages LCs from incurring debt or obtaining loans to pursue the LC opportunity. Money loaned or granted for any purpose not specifically related to the TLC business may not be used in the operation of your LC business.

Section 3 Responsibilities of a Life Changer

3.1 Appropriate Conduct

In order to remain in good standing, an LC must comply with this LC Agreement. All LCs must conduct themselves honestly, ethically, morally and professionally with respect to their TLC business and all promotion and sales activity. LCs must not disparage, demean, or make negative remarks about TLC, other LCs, Preferred Customers ("PCs"), prospective customers, or TLC directors, officers, employees or other associated individuals or entities in any manner or on any forum. An LC's conduct or the conduct of anyone acting on the LC's behalf may not discredit or bring any harm to TLC or any associated person or entity. No LC may take any action on behalf of TLC or that affects TLC in any way other than in the fulfillment of their LC Agreement (as defined under Section 1.3 below). LCs must not claim or imply that TLC provides them with any advantages or special privileges regarding their obligations or requirements as an LC. TLC will not permit conduct that negatively impacts the Company. TLC will not tolerate abusive or threatening language, high-pressure sales tactics or the use of any misleading, confusing, false or exaggerated statements or claims with respect to TLC or TLC products and services. LCs must comply with all applicable laws, codes, rules, regulations and/or statutes that may be in effect in any jurisdiction in which the LC resides or does business. Constructive criticisms, comments, and identified violations of this LC Agreement should be submitted in writing to the TLC Compliance Department at tlccompliance@totalifechanges.com. Any LC behavior in violation of this section may result in corrective action, including, but not limited to, termination as an LC.

3.2 Maintain Accurate Information With TLC

All LCs must immediately notify TLC of any changes from any information provided in the LC's original LC Application for Enrollment. This includes, but is not limited to, physical address, mailing address, telephone number, e-mail address, etc. LCs may make such updates in the i-Office Portal, in writing, or via email. Please allow for up to five business days for all changes to be fully implemented.

3.3 Training and Communicating with Downline

A Sponsor should take an active role to ensure that his or her Downline is properly operating his or her LC business consistent with all applicable laws and regulations and this LC Agreement. Sponsors should train and regularly communicate with the LCs in their Downline to facilitate success and compliance with the LC Agreement. Examples of such contact and supervision may include but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voicemail, social media, email, and accompanying Downline LCs to opportunity meetings, training sessions, and other TLC functions. Sponsors are also responsible for supporting, educating and training new LCs on TLC product knowledge, effective sales techniques, and the TLC Compensation Plan. Sponsors should also monitor the LCs in their Downlines to ensure they do not make improper product or income claims or engage in any illegal or inappropriate conduct. Upon request, every LC should be able to provide documented evidence to TLC of his or her ongoing fulfillment of the responsibilities of a Sponsor.

It is strictly prohibited for Sponsors to charge Downline LCs for training, business tools, or any other activities related to the TLC business.

3.4 Protect / Do not Sell Personal Information

Any LC who receives personal information from or about prospective LCs or customers must take all reasonable steps to maintain the security of such personal information. LCs should shred or irreversibly delete the personal information of others once the LC no longer requires such information. Personal Information is information that identifies, or permits someone to contact an individual or entity. It includes, but is not limited to, a potential, former, or active Customer or LC's name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

The LC agrees not to share a customer's information (including any contact information or purchase information) with any third party for money or other valuable consideration. To the extent the LC needs to share the customer's information with a third-party vendor or service provider to assist the LC in providing some level of service or product to the customer, LC shall enter into a written agreement with that third-party vendor or service provider that restricts that third-party vendor or service provider from using the customer's information for any other purpose other than to provide the service to the LC. Under no circumstances may a LC sell a customer's personal information within the meaning of the term "sale" or "sell" under the California Consumer Privacy Act of 2018, as amended, and including its implementing regulations (collectively, the CCPA) and any other applicable law. Any transfer of customer information to a LC is also not intended to be a sale of personal information under the CCPA and any other applicable law.

3.5 Protect Confidential Information

"Confidential Information" includes, but is not limited to, the identity, contact information, and/or sales information relating to LCs and/or customers: (a) that is contained in or derived from any LC's respective i-Office Portal; (b) that is derived from any reports TLC issues to LCs to assist them in operating and managing their LC business; and/or (c) to which an LC would not have access or would not have acquired but for his/her affiliation with TLC. Confidential Information constitutes proprietary business trade secrets belonging exclusively to TLC and TLC provides such Confidential Information to LCs in strict confidence, solely for the purpose of promoting TLC in accordance with this LC Agreement. LCs shall not directly or indirectly disclose Confidential Information to any third party or use Confidential Information for any purpose other than for use in fulfilling the LC Agreement and in building and managing a TLC business. Any violation of this policy shall cause TLC irreparable harm for which there is no adequate remedy at law. The parties further agree that the harm to TLC should LC disclose Confidential Information outweighs any harm to the LC in not disclosing that information such that injunctive relief should be granted to TLC. TLC shall have the right to seek immediate and permanent equitable relief to prevent further violations of this policy and shall be able to obtain such relief in a court of law, notwithstanding the arbitration clause applying to disputes arising out of breach of the LC Agreement. It is a violation of the TLC LC Agreement and these P&P for an LC or any third party to access any data via reverse engineering, keystroke monitoring, hacking or by any other means.

3.6 Income Taxes

Each LC is responsible for declaring income and paying all applicable local, state, and federal taxes on any income generated as a result of his/her LC business. If an LC is tax exempt, the LC must provide the applicable federal tax identification number to TLC. Every year, as required, TLC will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. distributor who: (1) had earnings of over \$600 in the previous calendar year including TLC points; (2) made purchases during the previous calendar year in excess of \$5,000; or (3) earned an incentive award trip.

3.7 Business Pursuits Insurance

LCs are responsible for, and may wish to acquire, appropriate insurance coverage for their LC business. While LCs must obtain independent advice on risk management, typically a homeowner's insurance policy does not cover business-related injuries or the theft of or damage to inventory or business equipment. Each LC should contact his or her insurance agent to make certain that his or her insurance policies adequately protect relevant property. In the U.S., this can often be accomplished with a simple "Business Pursuit" endorsement attached to their present homeowner's policy. TLC will not be responsible for any losses incurred or suffered by an LC in the conduct of their TLC business.

3.8 Communication Opt-in

LCs agree that TLC or a party acting on its behalf may contact you by any means available, including, but not limited to a landline or cellular telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. You consent and agree to TLC contacting you in this manner at the address, telephone number(s) or email address that you provided or as updated. You understand that your carrier's standard rates may apply for calls and/or text messages. You understand that you may opt-out of receiving text messages at any time by replying "STOP." You understand that your consent is not a condition of purchase. You agree that you have read and understand the [TLC Privacy Policy](#), which may be updated from time to time, when you agree and submit this LC Agreement.

Section 4

Bonuses, Commissions, & Payments

4.1 Qualifications

An LC is responsible for legitimately fulfilling all requirements and/or qualifications as stated in the [TLC Compensation Plan](#). Aside from the requirements and qualifications in the TLC Compensation Plan, LCs must otherwise be in good standing and in compliance with the LC Agreement. TLC reserves the right in its sole discretion, to change, amend, modify or revise the TLC Compensation Plan as appropriate. TLC will have sole discretion to resolve any dispute as to whether an LC has met or achieved a given requirement or qualification.

4.2 TLC Pay Portal

All Active LCs will receive their commissions through the TLC Pay Portal which a third-party vendor operates. LCs understand that by accepting payment from TLC's third-party vendor, LCs are entering into a separate agreement with such third-party vendor to which TLC is not a party. Accordingly, TLC cannot intervene on an LC's behalf regarding any issues relating to the third-party vendor's actions or inactions. Each LC must activate their own TLC Pay Portal account through their LC i-Office Portal. The TLC Pay Portal provides LCs with flexibility to manage their commission payments. TLC will load commission payments to the TLC Pay account. LCs will receive payment of their earned commissions based on the preferences set within the TLC Pay Portal. The LC can find full details about the payment process, including any applicable fees, in his or her TLC Pay Portal. LCs will be able to manage, track and take advantage of the many benefits of their online account.

4.3 Unclaimed Commissions

The LC is responsible for registering for their TLC Pay Portal. Any pending commission, bonus or other payment TLC cannot pay due to the failure to register the TLC Pay Portal shall be void after six (6) months from the posted date. TLC may reinstate payments for a valid reason at TLC's sole discretion, but a \$25 charge will apply.

4.4 Commission Payment Minimums, Surcharge, and Rewards

TLC will not pay any commission payments until the cumulative amount of the daily or weekly commission owed is more than twelve US dollars (\$12.00). All commission payments are subject to a one dollar (\$1.00) administration fee.

4.5 Adjustments and Clawbacks

TLC reserves the right to withhold, adjust or deduct commissions or bonuses from any LC as necessary. Such adjustments may be due to returned products, canceled orders, orders with invalid payments, orders determined to be invalid or inconsistent with this LC Agreement, product buybacks, chargebacks or qualification rollbacks (where an LC no longer achieves a certain level or rank based on returned, canceled or invalid orders). Deductions may continue for multiple periods until TLC has recovered the full amount.

4.6 Incentive Trips and Awards

TLC may, in its sole discretion, provide incentive trips and other awards to qualified LCs. TLC will determine the guidelines and criteria for such awards in its sole discretion. LCs cannot defer such awards, and such awards will have no cash value. If required, TLC will issue a 1099 for the applicable amount. Other than providing the applicable award, TLC will not be responsible for any additional costs, fees or expenses an LC incurs with respect to such award. The LC will indemnify, defend and hold TLC harmless from any claim, injury, loss or damages an LC or an LC's guest sustains with respect to participation in such trip or award.

4.7 Errors or Questions

If an LC has questions about or believes that any errors have been made regarding commissions or bonuses, the LC must notify TLC within 15 days of the purported error in question. TLC is not responsible for any errors, omissions or problems which are not reported to TLC within 15 days of TLC posting the payment.

4.8 Consequences of Returned Products on Bonuses and Commissions

TLC, in its sole discretion, may reverse, debit, or withhold from present or future commissions any previously-paid bonuses or commissions based on refunded products or amounts otherwise adjusted as a result of the returns, cancellations. This policy applies to both the LC and any upline LC who received commissions or purchases based on such returned or adjusted product or sale.

Section 5 Product Ordering, Shipping & Returns

5.1 Purchasing Product

LCs should use his or her LC account to purchase products. TLC does not require LCs to purchase any specific amount of product or inventory, nor does TLC require LCs to carry an inventory of products or sales aids. Any decisions regarding how much inventory to maintain is up to the LC in his or her sole discretion. While TLC discourages LCs from purchasing more product than the LC can reasonably expect to sell in a given month and/or engaging in inventory loading, nothing in this section shall be construed to prevent LCs from maintaining reasonable product on hand to service their customers, in accordance with Section 6.7 Inventory Loading.

5.2 General Ordering Policies

The LC is responsible for ensuring that all Customer orders, through the mail, internet, telephone or otherwise, contain valid and proper payment. When there is improper or invalid payment, TLC will make reasonable attempts to obtain valid payment, but if TLC does not receive such payment within 5 business days, TLC will cancel the order. TLC will not accept payment plans, charge-on-delivery, C.O.D. or other deferred payment methods.

5.3 Shipping Delays and Back Orders

TLC always makes its best effort to expeditiously ship orders. If, however, an ordered item is out of stock, TLC will place the order on back order and will ship the product when received into TLC's inventory. TLC will notify LCs if there will be an unreasonable delay from the stated delivery date and if so, LCs will have the opportunity to cancel or revise their order. LCs will not receive volume credit, or be paid commissions, on canceled orders.

5.4 Shipment Confirmation

TLC takes pride in achieving the highest level of shipping efficiency. In the rare situation that there is an error in shipping, TLC will take all reasonable steps to resolve the problem. The LC is responsible, however, for confirming that a product shipment matches the shipping invoice and is undamaged. LCs must notify TLC of any shipping discrepancy or damage within five (5) calendar days from the delivery date. LCs who wait longer than five (5) calendar days to notify TLC will be deemed to have waived the right to any correction of a shipping problem.

5.5 No Customer Pre-Payment

LCs may not hold or accept monies from Customers to hold in anticipation of future orders.

5.6 Insufficient Funds for SmartShip Orders

LCs are responsible for ensuring that the LC maintains sufficient funds or points in his/her account to cover any monthly SmartShip order or subscription. If a SmartShip order declines due to insufficient funds, TLC will make one more attempt to process the SmartShip within twenty-four (24) hours of the order's decline. If the SmartShip declines on the second attempt, the order will be cancelled. TLC is not obligated to contact LCs for any scheduled SmartShip order or subscription that does not process due to invalid or insufficient payment. Cancelled or unprocessed SmartShip orders may result in failure to meet the activity requirements set forth in TLC Compensation Plan.

5.7 Third Party Credit Card Use

LCs shall, at all times, implement and maintain commercially reasonable security standards and procedures around the credit card or payment information of other LCs or Customers. LCs may not allow other LCs or Customers to use his/her credit card or another form of payment, nor shall any LC use or attempt to use another person's credit card or another form of payment. LCs must

immediately notify TLC if the LC becomes aware of any compromise of the integrity or safety of his/her credit card or other form of payment, or that of another LC or Customer.

5.8 Sales and Use Tax

TLC charges and collects all applicable domestic sales and use taxes according to the local tax authority. Product costs are considered Retail sales and subject to an “end-user” qualification. Shipping/Handling charges may be taxable in some jurisdictions.

TLC will also collect any applicable Value Added Tax on behalf of TLC foreign entities for purchases made by non-US LCs or Customers.

5.9 Return Policy

Total Life Changes is committed to providing our Customers with exceptional products, which is why the Company offers Customers a 30-Day Product Guarantee! If, for any reason, an LC or Customer is not completely satisfied with any product, the LC or Customer may request a full refund within thirty calendar (30) days from the date of delivery. If an LC or Customer returns product or marketing materials following our **Return Procedure**, explained in Section 5.10 of these P&P, within thirty (30) calendar days from the date of delivery, the Customer or LC shall receive a full refund, less shipping and handling costs. Products returned more than thirty (30) calendar days from the delivery date are not eligible for a refund.

Returns are subject to the following qualifications:

1. TLC will only replace damaged products if the original product was damaged in transit. Notwithstanding the requirements listed above, the LC or Customer must notify TLC within five (5) days from the date of delivery in order to replace a product damaged in transit.
2. Products ordered for the first time may be returned within thirty (30) days of delivery for a full refund, less shipping, and handling.
3. For all other orders, only unopened and resalable products may be returned within (30) days of delivery for a full refund, less shipping, and handling. Packages returned to an LC due to unsuccessful delivery attempts to the Customer (i.e., three (3) delivery attempts, customer moved, customer provided incorrect or incomplete address) may be subject to additional shipping and handling charges to have the product resent.
4. TLC may terminate an LC’s account if it determines that an LC is attempting to manipulate the compensation plan by making purchases and/or returns in violation of this Agreement.

5.10 Return Procedure

Any Customer or LC must return products by shipping the products to 6094 Corporate Dr, Ira, MI 48023 with a completed Return Merchandise Authorization (“RMA”) form. If a Customer or LC returns a product without an RMA form, the LC or Customer must contact Customer Support at 888-TLC-9970 (888-852-9970) to clarify the reason for the return before TLC can process the return.

The RMA form can be found [here](#).

5.11 Business Opportunity Return Policy

An LC who cancels his or her account within thirty (30) days of enrollment will be refunded for the LC Business Starter Kit and may return unused products in unopened and resalable conditions for a full refund, less shipping, and handling. LCs have thirty (30) calendar days from enrollment to notify TLC of his or her intention to cancel the account and thirty (30) calendar days from the date of product delivery to make any returns. All product returns must follow the procedures listed in Sections 5.9 and 5.10.

5.12 Inventory Repurchase

Separate from the Policy in Section 5.11 above, an LC in good standing who resigns may return product or marketing materials purchased within the last six (6) months prior to resignation, or longer if required by law, that are otherwise in good condition and resalable subject to TLC’s determination. Upon compliance with all applicable requirements, TLC will issue a full refund, less a 10% restocking fee and shipping and handling costs. Any product that TLC cannot sell or is opened, used, damaged, expired, or within three (3) months of expiration, is not eligible for a refund. TLC may withhold or deduct any commissions, bonuses or other compensation earned as a result of qualifications involving products the LC later returns. TLC is under no obligation to process returns of any products received that do not meet the requirements of this Section.

Section 6 Prohibited Practices

6.1 Minors

Under no circumstances may anyone under the age of 18, or who is considered a minor in any applicable jurisdiction become an LC. There are no exceptions. Parents may not co-sign or operate an LC business on behalf of a minor. No existing LC may attempt to enroll or sponsor a minor as an LC.

6.2 Participation in Other Network Marketing Ventures

LCs may NOT participate as distributors in other direct selling, network marketing, affiliate marketing, or multilevel marketing ventures (collectively "Network Marketing Ventures"). Under no circumstances may any LC present TLC products or business along with any other company's products, services or opportunities.

6.3 Non-solicitation and Non-Compete

All active LCs agree not to own, manage, operate, consult, or serve any other network marketing venture or related business that sells comparable products to TLC. During the term of the LC Agreement and for a period of twelve (12) months after termination for any reason, an LC shall not engage in any actual or attempted recruitment or enrollment of any LC for other network marketing ventures, either directly, indirectly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of another network marketing venture to any LC, or implicitly or explicitly encouraging any LC to join another or do business with another company.

1. For a period of twelve (12) months following the termination or cancellation of an LC Agreement for any reason, the former LC is strictly prohibited from recruiting or attempting to recruit any LC for another Network Marketing Venture. By agreeing to the LC Agreement, each LC acknowledges and agrees that TLC is trying to protect legitimate business interests by this prohibition and such prohibition is reasonable in its scope and duration.
2. During the term of the LC Agreement and for a period of twelve (12) months after its termination or cancellation for any reason, an LC may not: (a) Produce, offer or transfer any literature, tapes, CDs, DVDs or other promotional material of any nature for another Network Marketing Venture which is used by the LC or any third person to recruit LCs for that or any other network marketing venture; (b) Sell, offer to sell, or promote any competing non-TLC products or services to LCs or PCs (any product in the same generic product category as a TLC product is deemed to be competing: e.g. any nutritional supplement is in the same generic category as TLC nutritional supplements, and is, therefore, a competing product, regardless of differences in cost, quality, ingredients or nutrient content); (c) Offer TLC products or promote the TLC Compensation Plan in conjunction with any non-TLC products, services, business plan, opportunity or incentive; or (d) Offer any non-TLC products, services, business plan, opportunity or incentive at any TLC meeting, seminar, launch, convention or other TLC function, or immediately following such event.
3. During the term of the LC Agreement and for a period of twelve (12) months after its termination or cancellation for any reason, the LC shall not contact any vendor, consultant, employee or agent of TLC for the purpose of starting a Network Marketing Venture or for the purpose of assisting or joining any existing Network Marketing Venture.
4. During the term of the LC Agreement and for a period of twelve (12) months after its termination or cancellation for any reason, LC shall not attempt to copy, manufacture, reverse engineer or produce for sale or distribution any product sold, manufactured by, or produced for TLC.

6.4 Targeting Other Direct Sellers

TLC does not encourage nor support LCs targeting the salesforce of another Network Marketing Venture to sell TLC products or to become LCs, nor does TLC encourage LCs to solicit or entice members of the salesforce of another Network Marketing Venture to violate the terms of their agreement with such other company. LCs will be responsible for their own conduct and TLC will not indemnify or defend an LC should another company bring any legal action alleging unethical or inappropriate business conduct by an LC.

6.5 Cross-Sponsoring and Switching Binary Organizations

TLC believes in maintaining the integrity of the businesses our LCs build. TLC strictly prohibits actual or attempted cross-sponsoring or switching Sponsors. "Cross-Sponsoring" is defined as the enrollment or attempted enrollment of an individual or entity which already has a current LC Agreement on file with TLC, or which has had such an agreement within the preceding twelve (12) calendar months (or six (6) calendar months following Section 9.2 of P&P), within a different line of sponsorship. "Switching Binary

Organizations” is defined as the re-enrollment of an individual or entity that has a current LC Agreement under a different Binary Organization and has not followed or completed TLC’s resignation process. The use of a spouse or relative’s name, trade names, DBAs, assumed names, corporations, partnerships, federal ID numbers, or fictitious ID numbers to circumvent this policy or any other provision of the LC Agreement is strictly prohibited. LCs must bring any Cross-Sponsoring or Switching Organizations to TLC’s attention immediately. TLC may take enforcement action against the LC who switched Binary Organizations and/ or those LCs who encouraged or participated in the activity. If TLC finds that an LC has switched Binary Organizations, TLC will terminate the LC’s newest position, and the LC may have all or part of his or her Downline moved to his or her original sponsoring Binary Organization if TLC, at its sole discretion, deems it equitable and feasible. LCs waive any and all claims and causes of action against TLC arising from or relating to the disposition of the LC’s Binary Organization.

6.6 Bonus Buying and Stacking

Bonus Buying and/or LC Stacking is strictly prohibited and will not be tolerated under any conditions or circumstances. “Bonus Buying” is manipulating the compensation plan to generate any bonuses and/or commissions for other than a legitimate product sale and includes, but is not limited to: (1) enrolling individuals or entities without their knowledge and/or such individuals’ or entities’ execution of an LC Agreement; (2) fraudulently enrolling an individual or entity as an LC or PC; (3) enrolling or attempting to enroll non-existent individuals or entities as LCs or PCs; (4) the use of a credit card by or on behalf of an LC or PC when the LC or PC is not the account holder of such credit card; (5) purchasing TLC product on behalf of another LC or PC or under another LC number, or PC number to qualify for commissions, bonuses or incentives; and/or (6) creating any order or volume not the result of a legitimate sale transaction in the normal course of business. “Stacking” includes: (1) delaying an enrollment or order for an LC or PC for the purpose of manipulating and/or maximizing compensation pursuant to the Compensation Plan; (2) providing financial assistance to members, buying products, or drop shipping through another’s account for the purpose of increasing the payout of the LC’s sales organization; and/or (3) placing orders or volume so as to deprive an upline LC sponsor of commissions or bonuses he or she should otherwise be entitled to receive.

6.7 Inventory Loading

TLC reserves the right to limit LC orders and Customer orders within a one-month period in its sole discretion, regardless of payment method, to ensure that LCs are not engaged in inventory loading. TLC does not support or condone the practice of ordering large quantities of inventory for the sole purpose of qualifying for a rank in the TLC Compensation Plan. To protect against this, the Company monitors all account activity on a monthly basis and reserves the right to investigate or take disciplinary action should TLC believe that such practices may be taking place. If the Company finds that LCs have engaged in this practice, TLC will cancel the orders and put any rank promotions on hold until TLC reaches a resolution within a reasonable amount of time. Inventory consists of any products, starter kit and sales tools. No LC should purchase more than one starter kit.

6.8 Price Advertising

As independent distributors, LCs may not advertise TLC products or services at any price lower than the suggested retail price of the applicable product. Further, LCs may not advertise special offers or enticements beyond the normal TLC product offerings may be made or packaged with TLC products and/or services. Any offer to sell TLC products and/or services must be truthful and cannot contain misleading statements such as “lowest price available.”

6.9 Re-Packaging

No LC may re-package, re-brand or otherwise alter packaging or labeling in any way, any TLC product or service. This includes the sale of pre-made products. LCs may give tasting samples at a TLC home party or meeting.

6.10 Telemarketing

LCs may not use automated systems, including, but not limited to robo-dialers, computer-assisted devices and pre-recorded messaging, nor may they conduct any telephone, fax, computer or other telemarketing activity that does not comply with the Federal Telephone Consumer Protection Act or any other federal and/or state laws pertaining to sales and solicitation via electronic devices.

6.11 Reporting Policy Violations

LCs who become aware of a policy violation by another LC should submit a written report of the violation directly to the attention of the TLC Compliance Department at tlccompliance@totalifechanges.com. LCs should include in the report details of the incidents such as dates, number of occurrences, persons involved and any supporting documentation.

6.12 Actions of Household Members or Affiliated Individuals

If any member of an LC's Immediate Household engages in any activity which, if the LC performed, would violate any provision of the LC Agreement, TLC will deem such activity a violation by the LC and TLC may take disciplinary action pursuant to the LC Agreement against the LC. Similarly, if any individual associated in any way with a Business Entity (collectively "Affiliated Individual") violates the Agreement, TLC will deem such action(s) a violation by the Business Entity, and TLC may take disciplinary action against the Business Entity and the Affiliated Individual, as applicable.

6.13 Negative Content

LCs must never, under any circumstances, post any false, misleading or unconfirmed information or statements about anyone, anything or any entity in any online forum or media. To the extent that that an LC identifies negative information about him- or herself, the LC should not engage or converse online in response to or with respect to negative posts about him- or herself. Instead, LCs may report such negative postings to the TLC Compliance Department at tlccompliance@totallifechanges.com.

Section 7 Sales, Advertising & Promotion

7.1 General

Any LC-disseminated advertising or promotion must safeguard the good reputation of TLC and demonstrate good business practice. Under no circumstances may an LC use unprofessional, discourteous, false, deceptive, misleading, unethical or immoral conduct, claims or practices to promote TLC and its products. LCs must take all reasonable care to ensure that any advertising, promotion or postings are professional, grammatically correct and non-offensive. LCs should only use TLC-produced sales aids and support materials. TLC reserves the right, at its discretion, to edit or discontinue previously approved TLC-produced materials. TLC further reserves the right to rescind approval for any sales tools, promotional materials, advertisements or other literature, and LCs waive all claims for damages or remuneration arising from or relating to such rescission. As these compliance policies are vital to the long-term stability of TLC and the preservation of the opportunity for all, TLC will strictly enforce these advertising policies. Using non-approved material or failing to obtain approval for marketing materials of any kind may result in disciplinary action including, without limitation, the following:

- A formal warning letter and/or probation;
- Suspension of LC account and/or commissions;
- Termination of the LC Agreement; and/or
- Possible legal action

7.2 Product Claims

LCs must not make any claims, including personal testimonials, as to therapeutic, curative or beneficial properties of any TLC products separate from those TLC has approved, as identified in the product fact sheet called "Facts You'll Feel" or "FYF". In particular, no LC may make any claim that TLC products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or signs or symptoms of a disease. Not only do such claims violate TLC policies, but they potentially violate applicable laws, including, but not limited to, the Federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act. When speaking about TLC's products, an LC should always disclose his or her relationship with TLC through a hashtag (e.g., "#TLCLifeChanger"), or other statement. LCs should be honest in their testimonial personal experience and assert that they are not claiming that their experience is the typical result experienced by consumers. Such testimonials should be accompanied by a disclaimer indicating that any claimed results are not typical, and disclosing the typical results with regard to the product as established in TLC's FYF. Unless specifically warranted in the FYF LCs must not guarantee any results from the use or consumption of TLC products and services.

7.2.1 Product Defects Disclaimer

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, TLC EXCLUDES ALL WARRANTIES AS RELATED TO TLC PRODUCTS.

7.3 Income Claims

LCs may not make income claims, representations or imply that anyone will achieve any specific level of income or success aside from any such claims TLC has pre-approved. Further, LCs may not display commission checks, commission statements or other financial records to promote TLC. LCs may truthfully, accurately and fairly explain the TLC Compensation Plan and show the possible ways an LC can earn commissions or bonuses under the plan. However, guarantees, warranties or assurances that individuals will attain any specific amount or level of income are not permitted. Individual results will vary and no previous results should be stated or implied as typical. Hypothetical examples may not be unreasonable or exaggerated. Any claims related to earnings or income must comply with TLC's [Advertising Policy](#).

7.4 LC Media and Likeness Use Consent and Release

By accepting the TLC LC Agreement, you authorize TLC to use your name, testimonials, and/or likeness in any TLC advertising or promotional materials in any media without remuneration. Additionally, you consent to and authorize TLC's use and reproduction of any photographs TLC obtains and further consent to TLC's use and reproduction of any quotes, testimonials, stories, conversations on social networking media for any print or electronic publicity, marketing or promotional purposes, without remuneration.

7.5 Trademarks and Copyrighted Material

TLC does not allow the use of its trademarks, trade names, designs, symbols or copyrighted material by any person or Business Entity, including LCs, unless the TLC Compliance Department (tlccompliance@totallifechanges.com) has specifically prepared or approved such content in writing for TLC use. LCs may not produce for sale or distribution, any recorded TLC events, speeches and/or presentations without TLC's express written consent. Further, LCs may not use any name or portion of any name exactly like, similar to or a variation of any TLC product, service, associated person or entity in the title, address, domain name, URL, social media page, username, team names, heading, social-media handle or in any context that could be confusing, misleading or deceptive as to the origin or source of the given material or communication. Where an LC may use a TLC logo, TLC has provided LC versions of TLC logos in the relevant TLC i-Office Portal under the "Resources" tab.

7.6 Identification as Life Changer

Consistent with these P&P, an LC may only use the TLC name or other related material when the LC properly identifies his or herself as an LC and provides his or her assigned LC ID Number. An LC must only represent him or herself as an LC, and not as an individual acting on behalf of TLC as a corporate entity.

7.7 Independent Life Changer Websites

7.7.1 LCs Must Disclose Relationship with TLC

LCs operating independent websites that use TLC trademarks must clearly and conspicuously display the LC's personal name, account number, and business address along with identification of the LC as an "Independent Life Changer":

- On the home page;
- As part of any contact information; and
- As part of any publicly accessible profile information.

The LC's business name may not be a substitute for the personal name of the individual LC, but may be included in addition to the LC's personal name. Anonymous postings or the use of an alias are prohibited.

7.7.2 Domain Names, Email Addresses, and Websites

LCs may not use TLC Intellectual Property in their:

- Website domain name (URL);
- Titles for any pages on an LC's website (including, but not limited to, the home page);
- Email addresses; and
- Title tags, meta tags.

Examples of TLC Intellectual Property terms that may not be used:

- Total Life Changes
- Total Life Changes product names

Any LC violating this rule must transfer the domain name or email account to TLC on TLC request and at no extra cost to TLC. TLC reserves its other rights and remedies.

7.7.3 Hyperlinking and Associations

LCs may link their websites to:

- The homepage on totallifechanges.com (or any other website TLC produces or maintains);
- Any other website LC maintains to promote the TLC product and opportunity; and
- Any third-party website that will assist the LC in promoting the TLC products and opportunity, so long as such websites are compliant with Rule 7.7.4.

7.7.4 Third Party Advertisements on LC Websites

LCs may feature third-party advertisements on websites they use in connection with their LC business so long as the LC complies with all applicable law associated with those advertisements, and in the sole and absolute judgment of TLC, the advertisements DO NOT:

- Relate to any religious, political or commercial organization;
- Damage the reputation of TLC or its LCs;
- Misuse TLC Intellectual Property;
- Directly or indirectly promote any other:
 - Direct-selling or MLM company regardless of products offered; or
 - Products competitive with those sold by TLC, such as:
 - Meal replacements,
 - Nutritional supplements, or
 - Cosmetics.

7.7.5 International Business

LCs conducting or seeking to conduct business in international markets via their own or other websites may sell only products approved for sale in the country to which communications are directed.

7.7.6 Website Privacy Statements

LCs must post, in a prominent location, a “Privacy Statement” that, at a minimum:

- Informs consumers whether or not personal information is being collected about them and how such information will be used, stored, and shared; and
- Fulfills the privacy law requirements of each jurisdiction in which business is being conducted.

7.7.7 Search Engine Advertising and Optimization

TLC trade names and product names may not be used in search engine optimization, such as:

- Metadata
 - 25-word description; and
 - Keywords that make up a metatag
- Metatags
 - The URL;
 - Title tags;
 - Alt/image tags that describe the images of a site; and
 - Any other page-related factors used by search engines in determining website rankings.

LCs may not use any misleading or deceptive tactics to improve their index preference with search engines.

LC must comply with all rules and regulations of each country, including (but not limited to) laws related to:

- Confidentiality of consumer data;
- Privacy rights;
- Restrictions on telemarketing; and
- Restrictions on marketing over the Internet.

7.7.8 LC Websites

All LCs who use the Internet to sell products for delivery must do so exclusively through his or her LC account. In addition, the LC's name and current phone number must be clearly indicated on their LC account.

7.8 E-Mail or Electronic Advertising

All email messages LCs send regarding TLC must comply with all applicable law relating to e-mail communications and marketing, and at a minimum meet the following requirements:

- LCs must use accurate information regarding the origin of the email message, including an accurate "From" line, source, destination, and routing information.
- LCs must use an accurate, and not misleading "Subject" line for each message.

Emails that promote TLC products or services, must include the following information:

- The LC's valid physical postal address;
- A clear and conspicuous opt-out mechanism that works for at least 30 days from when the message was sent and that the LC complies with within 10 business days that complies with all applicable laws.

LCs must only send email messages to individuals with whom the LC has an existing business relationship with based on a prior purchase, or the LC is a friend, family, acquaintance, or someone who has requested that the LC send him or her an email message. LCs may not send or transmit unsolicited emails, text messages, or faxes related to TLC via telephone, facsimile, electronic mail or any similar method. LCs must not publish, post, upload, distribute or communicate through any media, any unprofessional, inappropriate, profane, obscene, defamatory, misleading, untrue, false, indecent, infringing or unlawful statements, claims, material, information or data.

An LC may only advertise or promote TLC or TLC products and services via email or other electronic media in accordance with TLC's [Advertising Policy](#). Further, an LC may only use TLC trademarks and/or copyrighted material that are provided in the LC's i-Office Portal.

7.9 No Online Retailing/E-Commerce

Outside of an LC's Replicated Website, LCs may not list or sell TLC products or services on any online retail store, e-commerce site, or online auction site, including, but not limited to, Amazon, eBay, Craigslist, Poshmark. Additionally, LCs may not (1) enlist or otherwise allow a third party to sell TLC products through or on any online retail store, e-commerce site, or online auction site or (2) sell products to a third party that the LC has reason to believe will sell such products on any online retail store, e-commerce site, or online auction site, or other unauthorized methods.

7.10 Banner Advertising

LCs may place approved banner advertisements on third-party websites. LCs may only use TLC-approved templates and images available through the "Resources" section of their LC i-Office Portal. The LC cannot vary, alter, revise, or add any additional information such as pricing, discounts or promotions to the banner. The LC must use discretion in determining whether the third-party website is appropriate for posting. TLC reserves the right to request that an LC remove a banner ad from a website that TLC, in its sole discretion, determines to be inappropriate.

7.11 "Spam Linking"

LC's must not provide multiple consecutive submissions of the same or similar content into blogs, wikis, guestbooks, websites or other publicly accessible online discussion boards or forums, also known as "spam linking." This includes blog spamming, blog comment spamming and/or spam-texting.

7.12 Use of Image, Celebrity Name or Likeness

You hereby grant TLC an irrevocable, sub-licensable, worldwide right and permission to use any work or product created by you as part of your participation as a LC. You authorize TLC to use your name, image, likeness and/or story in any TLC-related materials, advertising, promotion, websites or other media. You understand that you are not entitled to any compensation or remuneration for such use.

No LC may imply that TLC is associated with or endorsed by a particular person, entity or celebrity, including using digitally-altered photos. LCs must not publish any celebrity name or likeness that suggests a connection between TLC and such celebrity without the prior written approval of TLC. Celebrity includes individuals, groups (e.g., professional sports teams), or entities (e.g., professional trade organizations).

7.13 No Contact with TLC Consultants

TLC has established relationships with many preeminent scientific, marketing, public relations, business, legal and other professionals. LCs must refrain from contacting or attempting to contact any such professional or advisor unless TLC has provided specific authorization to do so in writing. No LC may claim or imply that he/she has any special relationship or privilege with any such professional or advisor.

7.14 International Marketing

LCs are authorized to sell TLC products or sponsor PCs or LCs only in countries in which TLC is authorized to conduct business as announced in official TLC materials or on the TLC corporate website. Selling or promoting TLC products or services in countries other than countries where TLC is authorized to conduct business could potentially have a detrimental effect on TLC's ability to market in such countries in the future.

7.15 Not-For-Resale (or NFR Jurisdictions)

There are certain countries or jurisdictions where residents of that jurisdiction are permitted to import TLC products for personal use only ("Authorized Countries"). TLC products may not otherwise be sold or re-sold in those jurisdictions. These jurisdictions are Not-For-Resale ("NFR") jurisdictions.

7.16 "Pre-Market" International Marketing

An LC, in preparing for the opening of a new country, prior to the official opening of a country, but after its announcement, may provide business cards and conduct, organize or participate in meetings with no more than five (5) attendees, including the LC. Other attendees must be personal acquaintances or acquaintances of personal acquaintances. These meetings must be held in a home or a public establishment but may not be held in a private hotel room. LCs are prohibited from any other Pre-Market conduct, including, but not limited to:

- All cold-calling techniques (soliciting persons who are not prior personal acquaintances of the contacting LC);
- Importing or facilitating the importation of, selling, gifting or distributing in any manner, TLC products, services or product sample(s);
- Placing any type of advertisement or distributing any promotional materials regarding TLC, its products or the opportunity, except for official TLC material specifically authorized for distribution in unopened markets as TLC designates;
- Soliciting or negotiating any agreement for the purpose of committing a citizen or resident of an unopened market to the opportunity, a specific enroller or specific line of sponsorship. Furthermore, LCs may not sign up a citizen or resident of unopened markets in an Authorized Country or by using the LC Agreement forms from an Authorized Country, unless the citizen or resident of the unopened market has, at the time of sign-up, permanent residence and the legal authorization to work in the Authorized Country. The Sponsor has the responsibility to ensure compliance with residency and work authorization requirements. Membership or participation in, or ownership of a corporation, partnership or other legal entity in an Authorized County may not by itself fulfill the residency or legal authorization to work requirements. If a new LC fails to provide verification of residency and work authorization upon TLC request, TLC may, at its election, declare the LC Agreement void from its inception;
- Accepting money or other consideration, or being involved in any financial transaction with any potential LC either personally or through an agent, for purposes relating to TLC products or the opportunity, including renting, leasing or purchasing facilities for the purpose of promoting or conducting TLC-related business;

- Promoting, facilitating or conducting any type of activity which exceeds the limitations set forth in the LC Agreement and these P&P or which TLC, in its sole discretion, deems to be contradictory to TLC's business or ethical interests in international expansion.

Such marketing as contemplated by this section is only permitted to the extent legally authorized in the jurisdiction in which the LC conducts the activities.

7.17 Third-Party Intellectual Property

LCs may not use a third party's intellectual property, including the trademarks, trade names, service marks or intellectual property of any third party in any promotional materials or online postings without proper license or authorization of the intellectual property's owner. When an LC uses third-party intellectual property with authorization, the LC must properly identify such intellectual property as the third party's property, and the LC must adhere to any restrictions and/or conditions that the intellectual property's rightful owner places on its use.

7.18 Customer Privacy

An LC must respect the privacy of others in any posting or promotion. TLC prohibits LCs from using the name, likeness, testimonial, story or information relating to any Customer without TLC's or the Customer's permission. LCs should never engage in gossip, rumors or speculation with respect to people, entities, products or services.

7.19 Media

LCs may not promote TLC or TLC products through interviews with the media, whether audio, video, printed or verbal, regardless of distribution or broadcasting method, unless TLC have given specific written authorization to do so. An LC should refer any media inquiry to TLC's Public Relations Department via email at publicrelations@totalifechanges.com. Further, unless otherwise authorized, LCs may not use any form of mass communication or mass advertising to promote TLC or TLC products. This includes, but is not limited to television shows, podcasts, news or promotional pieces on television, radio or the internet (outside of an LC's own social media postings or TLC website), etc.

7.20 Social Media

TLC maintains a public Facebook page and other public social media forums which it uses to invite potential Customers and LCs to learn more about TLC. LCs may not attempt to use such social media to otherwise promote, sell or advertise. TLC reserves the right at its sole discretion to remove any non-compliant postings or messages from TLC-controlled social media. TLC may also maintain private or closed social media forums for various purposes including education and open forum discussions. If TLC invites an LC to join these password-protected groups, the LC may not allow access or otherwise disseminate the information contained or obtained from such a private group.

7.21 Other Internet Use

LCs otherwise complying with these P&P may use the Internet, social networking sites, blogs, social media and applications and other sites with content based on user participation ("Social Media Sites") as a preliminary step to ultimately drive traffic to their TLC Replicated Website. LCs should not use Social Media Sites to close business, but should only use such Social Media sites to generate interest in finding out more about TLC or TLC products and services through the TLC Replicated Website or other TLC-approved material.

7.22 Inappropriate Advertising or Promotion

Under no circumstances may any LC ever publish, in writing or verbally, in any media or forum, post, state, distribute or provide any material or information that could be considered offensive sexually explicit, obscene, pornographic, profane, hateful, threatening, harmful, defamatory, libelous, harassing, racist, discriminatory based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise. Further, an LC may never publish graphically violent images, solicit unlawful behavior or engage in attacks on any individual group or entity. TLC has sole discretion in determining whether such material is inappropriate and the LC must immediately take down the non-compliant material or face disciplinary action up to and including termination.

7.23 Implied Approval or Endorsement

An LC may never state, imply or represent that TLC or TLC products are endorsed, approved or sanctioned by any agency or organization, including, but not limited to the Federal Trade Commission (“FTC”) or the Food and Drug Administration (“FDA”). Government regulatory agencies do not approve or endorse any network marketing ventures or their products.

7.24 Commercial Outlets

Direct sales are based on personal relationships and TLC strongly encourages LCs to retail products and services through personal contact. Therefore, LCs may not display or sell TLC products or literature in general retail establishments. LCs may, however, promote TLC and TLC products through appointment-based establishments such as hair salons, spas or chiropractic offices. Notwithstanding the foregoing, a LC may request TLC’s permission to promote TLC products through a “brick and mortar” storefront, pursuant to TLC’s Guidelines for TLC LC Individual Storefronts, which will be provided to you upon request.

7.25 Trade Shows and Exhibitions

LCs may only display and/or sell TLC products at trade shows or professional expositions with prior approval from the TLC Compliance Department. LCs may submit a request to participate in a trade show or professional exposition to tlcompliance@totallifechanges.com. TLC reserves the right to determine, in its sole discretion, whether a particular trade show or exhibition is inappropriate for displaying any TLC products or material. Swap meets, garage sales, flea markets, and similar events are not appropriate venues for promoting TLC and/or its products.

Section 8 Disciplinary Action, Dispute Resolution, Arbitration, Class-Action Waiver, and Jury Waiver

8.1 Disciplinary Action

If TLC finds that any LC has violated or Breached any applicable term, condition, policy, procedure, law or regulation pertaining to the LC Agreement, TLC, at its discretion, may take one or more of the following actions:

1. Issuing a warning or admonition;
2. Directing the LC to implement immediate corrective measures;
3. Holding back, in whole or in part, one or more bonus or commission payments or rank advancement;
4. Reversing, in whole or in part, one or more bonus or commission payments or rank advancement;
5. Suspending all rights and privileges of an LC to conduct TLC business pending a final decision;
6. Canceling or re-assigning one or more LCs or Customers that TLC determines an LC has not legitimately acquired;
7. Revoking an LC’s rights and privileges with respect to being able to conduct TLC business;
8. Terminating the LC Agreement of the relevant LC(s) and/or associated LC(s), and closing the TLC account of the relevant LC(s) and/or associated LC(s);
9. Seeking of monetary and/or equitable relief in accordance with the dispute resolution provided for in Section 8.2;
10. Any other measure or action required to provide an appropriate remedy for injuries caused partially or exclusively by the conduct of the relevant LC(s).

8.2 Dispute Resolution

Although we hope that any dispute with you will not occur, we believe that when these disputes do arise it is in the mutual interest of all involved to handle them promptly and with minimal disturbance. Accordingly, to provide for more expeditious resolution of “Claims” between you and TLC, you agree to the following dispute resolution procedures.

- a. A “Claim” is any dispute or claim due to, related to, or arising out of your participation as an LC, any transaction or relationship between you and us resulting from your participation as an LC and/or purchase of products, including the purchase of TLC products as an LC, the information provided in connection with your participation as an LC, and including, without limitation, tort and contract claims, claims based on any international, federal, state, or local statute, law, order, ordinance, or regulation made between you and TLC against one another’s agent, employee, subsidiary, affiliate, predecessor in interest, successor, assign, parent, affiliate, subsidiary, or related company.

- b. **Informal Resolution.** Except where prohibited by law, or unless otherwise provided in this Agreement, you and TLC agree that as a prerequisite to proceeding with a Claim you and TLC agree to make a good faith effort to at informally resolving any Claim. To initiate this process, the party asserting the Claim must provide the other party with written notice of the Claim by registered or certified mail (or other method as agreed to between the Parties), and shall describe in such notice, with reasonable particularity, the nature and basis of the Claim and the total amount of the Claim, if known at the time. Within thirty (30) calendar days of receipt of such notice, the party receiving the notice shall provide a written response which, with reasonable particularity, sets forth its position concerning the Claim. If the Parties are unable to resolve the Claim by good faith negotiations to be conducted within thirty (30) calendar days of the noticing party receiving the opposing party's response statement, the Parties shall proceed to negotiate for a nonbinding mediation pursuant to this Agreement.
- c. **Nonbinding Mediation.** Except where prohibited by law, or unless otherwise provided in this Agreement, if informal resolution efforts fail, a Claim must first be submitted for nonbinding mediation before a neutral third party (a single mutually agreed mediator). Unless otherwise agreed to between you and TLC, the mediation shall take place in Oakland County, Michigan. Selecting the mediator, the appropriate terms for mediation, and a date for mediation shall be negotiated in good faith between you and TLC. If you and TLC cannot agree to appropriate terms concerning the mediation after a good faith effort, you and TLC shall be entitled to proceed to arbitration.
- d. **Arbitration.** Except where prohibited by law, or unless otherwise provided in this Agreement, all Claims that fail to resolve in nonbinding mediation, as described above, shall be resolved by a final and binding arbitration.
- e. If the arbitration is between TLC and a US resident, the arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The arbitration shall be conducted in the English language by one arbitrator. The AAA Rules are available online at www.adr.org. Unless otherwise agreed to between the Parties, the arbitration shall take place in Oakland County, Michigan.
- f. If the arbitration is between TLC and a non-US resident, then the arbitration will be governed by the rules of the International Chamber of Commerce ("ICC") and will be administered by the ICC. The arbitration shall be conducted in the English language by one arbitrator. The ICC Rules are available online at www.iccwbo.org. Unless otherwise agreed between the Parties, the arbitration shall take place in Oakland County, Michigan.
- g. YOU AND TLC ACKNOWLEDGE AND AGREE THAT ANY SUCH CLAIMS SHALL BE BROUGHT SOLELY IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING. YOU AND TLC FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. YOU AND TLC VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY A MICHIGAN STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").
- h. BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL.
- i. **Confidentiality.** You also agree to keep any arbitration procedures confidential and agree not to disclose any aspect of any arbitration proceedings, except as required by law.
- j. **Emergency Relief in Court.** Notwithstanding the Parties' agreement to submit all disputes to binding, individual arbitration, the Parties may seek emergency relief (such as a temporary restraining order or preliminary injunction) pursuant to the procedures set forth in the AAA Rules or ICC Rules (as applicable) or, in accordance with the AAA rules or ICC Rules (as applicable), before a court of competent jurisdiction.
- k. **Class Waiver / Agreement.** Separate and apart from the dispute resolution procedures set forth above, you agree to waive any right to bring or participate in any class action in any way related to, or arising from, this Agreement. You acknowledge that this class action waiver is material and essential to the arbitration of any disputes between you and TLC, and is non-severable from the Agreement to arbitrate claims. **YOU UNDERSTAND THAT BY AGREEING TO THIS AGREEMENT, WHICH CONTAINS THIS CLASS ACTION WAIVER, YOU MAY ONLY**

BRING CLAIMS AGAINST TLC, ITS AGENTS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS AND/OR ASSIGNS IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO THIS AGREEMENT AND CLASS ACTION WAIVER, YOU MUST TELL US IN WRITING AND NOT PARTICIPATE AS A CUSTOMER AND/OR PURCHASE OUR PRODUCTS.

- i. **Attorney's Fee.** Each party shall bear its own attorneys' fees and any other costs and expenses incurred in the resolution of any dispute without regard to the outcome.
- m. **Statute of Limitations.** Both TLC and LC agree that any action pursuant to this LC Agreement shall be brought within the shorter of one (1) year of the accrual of that action or the applicable statute of limitations for that action. It is further agreed that any cause of action will accrue on the date that the relevant goods or services were delivered or the relevant action occurred

8.3 Governing Law

Any dispute arising out of or related to the LC Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles.

8.4 Local Rules, Laws, Ordinances or Regulations

Aside from complying with TLC's LC Agreement, LCs are responsible for complying with all applicable laws, rules, regulations, statutes, requirements or ordinances that may apply to their LC business in any applicable jurisdiction, which may be any local area, town, city, county, state or country in which they reside or conduct business. The LC is responsible for knowing any such laws or regulations that may apply to them and/or their business.

8.5 Indemnification

All LCs agree to indemnify, defend and hold harmless TLC, its owners, directors, employees, consultants, agents, vendors and associated persons or entities from and against any and all claims, demands, liabilities, losses, costs or expenses arising from the conduct of the LC in the conducting of any TLC business and/or business or conduct arising out of the LC Agreement or Breach of the LC Agreement. This includes, but is not limited to, arbitration costs, attorney's fees, regulatory proceeding costs, regulatory fines or penalties asserted against, suffered by or incurred by TLC by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, LC's activities, LC's Breach of any terms of the Agreement or LC's violation or failure to comply with any applicable federal, state or local law, statute, code, regulation or ordinance. This provision shall survive the termination of the LC Agreement.

8.6 Exclusion of Damages

TLC, its owners, directors, employees, affiliates, consultants and associated persons or entities shall not be liable under any circumstances to any LC for any exemplary, indirect, consequential, special or punitive damages for any and all claims, demands or actions resulting or arising from the LC Agreement, the function, operation or lack of function or any equipment, website software, delay of any shipment or an act or omission of any TLC related party, whether based in contract, tort, negligence, strict liability or any other cause of action. Damages will be limited to compensatory damages which shall not exceed the amount of legitimately obtained unsold TLC product owned by an LC or the actual amount of legitimately earned commissions or bonuses that may be due (after any permitted setoffs by TLC).

Section 9 Inactivity and Termination of LC Agreement

9.1 Termination

If an LC Agreement is terminated, whether voluntarily or involuntarily, as of the date of notice of termination, the relevant LC (i) shall no longer have any rights or privileges as an LC; (ii) shall not promote or sell TLC products and/or services, (iii) shall no longer receive any compensation, commissions or bonuses under the TLC Compensation Plan; (iv) shall forfeit any available points (including earned, purchased, or transferred points) and product sample credits; (v) may not represent or misrepresent in or

on any forum that he/she is still associated with TLC; and (vi) may not utilize any TLC materials, trademarks, trade names, service marks or copyrighted material.

9.2 Voluntary Termination

An LC has the right to terminate the LC Agreement at any time. The LC must submit notice of termination via email to TLC Compliance Department at tlccompliance@totallifechanges.com from the email address on file with TLC. If an LC does not have access to email, the LC may submit the notice of termination via regular mail to TLC's current business address or faxed to TLC's current fax number, Attn: TLC Compliance. The notice of termination must include the LC's account number, full name, address, and statement of termination. An LC who resigns shall receive commissions and/or bonuses only for the last full commission period they were active and qualified for prior to cancellation.

An LC may enroll as a new LC after six (6) months of complete inactivity with TLC, following the date of the resignation notice.

9.3 Non-Renewal

LCs must review and agree to TLC's LC Agreement on or about the anniversary upon which they joined as an LC annually. Any LC who fails to complete the renewal process in effect at the appropriate time will be deemed to have terminated their LC Agreement, and the consequences of termination set forth in Section 9.2 of the P&P shall apply. An LC who has not renewed his/her LC Agreement in accordance with this clause, but who was otherwise in good standing and who has remained inactive for at least six (6) months following the renewal date, may apply to enroll as a new LC under the sponsor of their choice, pursuant to a new LC Agreement.

9.4 Inactivity

If an LC has not fulfilled his or her Qualifying Volume requirement for a period of twelve (12) consecutive calendar months, TLC shall terminate the LC Agreement for inactivity. The termination will become effective on the first day of the first month after the twelfth month of inactivity. LCs may enroll as a new LC after a six (6) month period has elapsed from the day of cancellation.

9.5 Involuntary Termination

An LC's Breach of any of the terms of the LC Agreement may result in any of the actions discussed in Section 8.1 Disciplinary Action, including involuntary termination of the LC Agreement. Unless otherwise provided for in the termination notice, termination shall be effective on the date on which TLC emails the written notice to the email address on file or mails, faxes or delivers by express courier to the LC's last known address (or fax number), or to his or her attorney, as required by law, whichever occurs first.

If TLC involuntarily terminates an LC's LC Agreement, such LC may not ever re-enroll with TLC as a new LC, either as an individual or as part of a Business Entity.

9.6 Sponsor Correction Due to Termination of LC Agreement

When TLC terminates an LC account for any reason, any LC that such terminated LC sponsored or Customer of such terminated LC may submit a request to TLC's Compliance Department at tlccompliance@totallifechanges.com, to be moved to the next Active LC within their current sponsor tree. Such movement does not occur automatically and TLC's Compliance Department will have sole discretion to make any sponsor corrections.

9.7 Conflicts

To the extent of any conflict between this LC Agreement and the Customer Agreement, this LC Agreement will prevail.

Section 10 Definitions

Acceptance – means TLC's acceptance of an LC Enrollment Application after the applicant has completed an LC Agreement and has submitted or delivered such LC Agreement to TLC via online submission or another delivery service. "Acceptance" shall occur when TLC receives and approves an LC Agreement by assigning an LC account number and officially placing the new LC in the TLC computer database system. However, TLC may revoke Acceptance at its sole discretion at any time within the first 30 days.

Active or Active LC – means an LC who satisfies the minimum QV, as set forth in the TLC Compensation Plan, to ensure that he/she is eligible to receive rebates, bonuses and/or commissions. To remain qualified to earn ongoing commissions on PC and LC purchases requires you to personally achieve at least 40 QV by the monthly anniversary date of your previous qualification, which may vary from 28–31 days depending on the month. A minimum qualification of 40 QV qualifies you to earn commissions from the retail, fast start, and binary pay bonuses. For higher ranks, there is an 80 QV or 120 QV requirement within the TLC compensation plan.

Binary Organization – means the organization within which an LC joins via a Sponsor, or that an LC starts through becoming a Sponsor.

Breach – “Breach,” “Default” and “Violation” mean an actual or alleged transgression or violation of any part of the Agreement.

Company – means “Total Life Changes, LLC” and may also be referred to as “TLC”.

Customer or Preferred Customer (“PC”)– means a TLC retail customer. Customers may purchase a product only for personal use and may not resell the product. An LC participating in the TLC Compensation Plan is not a customer.

Downline – means the network of LCs and Customers who exist under an LC account.

Downline Activity Report – which may also be referred to under different names including but not limited to genealogy reports, team reports, Downline reports etc., means a report generated from an LC’s i-Office Portal, that provides critical data relating to the identities of LCs, customers, sales information and enrollment activity of each LC’s Downline. This report contains confidential and trade secret information which is proprietary to TLC and is owned solely by TLC.

LC Agreement – means the contract between TLC and each LC that all LCs must agree to in order to transact business with TLC, as defined in Section [1.3] of the P&P.

Qualifying Volume - means the volume that is credited to the LC personally when the LC purchases a product or generates retail sales. This is also known as personal qualification volume.

SmartShip Agreement – means the optional TLC program that automatically ships product to LC’s. SmartShip offers convenience but is not required as long as the LC otherwise meets applicable requirements and qualifications.

Sponsor – means the LC who enrolls or sponsors a new LC or customer into TLC.

TLC-Replicated Website – means the online platform TLC provides for LCs to market and sell TLC products.

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Contact Information
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