



TERMS AND CONDITIONS

ONE ACCOUNT POLICY

Distributor is allowed to have only **ONE REGISTERED ACCOUNT** within the company's system. This policy is implemented to ensure fairness, prevent manipulation and maintain business integrity.

1. DISTRIBUTOR ELIGIBILITY

- Must be 18 years old or above
- Must complete the official distributor registration process and agree to these terms.
- Submission of valid primary ID (e.g., passport, driver's license, national ID, UMID)
- The company reserves the right to approve or reject applications without explanation.

2. INDEPENDENT DISTRIBUTOR STATUS

- No distributor is allowed to claim official partnership, employment, or ownership in the company.
- All taxes and legal obligations related to earnings are the responsibility of the distributor.

3. COMMISSIONS AND PAY-OUTS

- Distributors earn commission based on the company's compensation plan.
- Payouts are made on a scheduled basis, and any dispute must be reported within 7 days of payout.
- Bonuses and incentives maybe adjusted or revoked if a distributor is found violating company policies.
- All financial transactions, including commissions and withdrawals, distributors must ensure that the name on their account matches to their IDENTIFICATION CARD (ID) and registered bank account. Any discrepancies may result in delays or rejection of transactions.

4. ETHICAL CONDUCT AND RESPECT POLICY

- Distributors should always maintain respect toward the company owner/s, suppliers and manufacturer/s.
- Distributors must uphold honesty, respect and professionalism when dealing with customers and fellow distributors.
- Spamming, false claims, or misleading advertisements are not allowed.

- Negative behavior, including harassment, defamation, or spreading false information, may result in termination.

5. INTELLECTUAL PROPERTY AND BRANDING

- The use of company logos, trademarks, product images and marketing materials are strictly prohibited.
- Unauthorized modifications of official marketing material are prohibited.

6. PRODUCT SALES AND RESTRICTIONS

To maintain brand integrity, ensure fair competition among distributors and protect the business model, the following restrictions apply to selling our products on third party e-commerce platforms such as SHOPEE, LAZADA, TIKTOK SHOP and others.

A. PLATFORM SELLING RESTRICTIONS

- Distributors are strictly prohibited from listing and selling company products on SHOPEE, LAZADA, TIKTOK SHOP, AMAZON, EBAY or other online MARKETPLACE.
- Unauthorized sales on these platforms may result in account suspension, penalties or termination of distributor rights, strict penalties including legal action.

B. PRICE AND BRAND PROTECTION

- All distributors must adhere to the company's SUGGESTED RETAIL PRICE(SRP) and are not allowed to sell at a lower price to prevent unfair competition.
- Use of company trademarks, logo, product images and branding on unauthorized platforms is not allowed.
- Misleading promotions, false discounts or deceptive advertising are strictly prohibited.

C. APPROVED SALES CHANNEL

- **FACEBOOK ADS (subject to company approval)**
 - **FACEBOOK ADS GUIDELINES**
 - a. Distributors must submit their AD graphics, captions, and promotional materials to the company for review before running any paid ads.
 - b. Submitted materials must include the company's SUGGESTED RETAIL PRICE (SRP) or a price above SRP
 - c. Distributors will be required to sign an agreement which will be notarized to ensure compliance.
- **FACEBOOK LIVE**
 - Must follow the company's SUGGESTED RETAIL PRICE (SRP) or a higher price = no underpricing allowed. Distributors/sellers/members may also use the company's drop shipping system for fulfillment.

- **TIKTOK LIVE**

-Must use the company's drop shipping system for all orders. The yellow basket is not allowed to ensure compliance with company policies.

D. LEGAL CONSEQUENCES FOR VIOLATORS

- Any distributor found violating these terms will face the following penalties.
 - a. **FIRST VIOLATION:** Written warning from the company
 - b. **SECOND VIOLATION:** Suspension of distributor privileges.
 - c. **REPEATED VIOLATION:** Formal legal action. Violators will receive a CEASE-AND-DESIST LETTER from the company's legal team or law office.
 - d. **SEVERE CASES:** Termination of distributorship and potential legal claims for damages.

E. REPORTING UNAUTHORIZED SELLERS

- The company encourages distributors to report unauthorized sellers to maintain compliance and fair business practices.

F. DISTRIBUTORS ARE STRICTLY PROHIBITED FROM SELLING THE COMPANY'S PRODUCTS TOGETHER WITH OTHER COMPETING BRANDS.

- PENALTIES FOR VIOLATING THE RESTRICTION ON SELLING THE COMPANY'S PRODUCTS ALONGSIDE WITH COMPETING BRANDS.

a. FIRST WARNING- SUSPENSION OF DISTRIBUTOR PRIVILEGES

-The distributor's account will be suspended for 90days, prohibiting participation in sales, commission, payouts and promotions.

-The distributor must submit a written explanation and a compliance agreement stating they will no longer violate the policy.

b. SECOND WARNING- TERMINATION AND LEGAL ACTION

-The company will terminate the distributors contract and revoke all selling rights

-All pending commissions and bonuses may be forfeited.

-The distributor may receive a CEASE AND DESIST LETTER from the company's law office

-In severe cases, the company reserves the right to take legal action to recover damages caused by policy violations.

c. REPORTING AND COMPLIANCE MONITORING

-The company encourages distributors to report violations to maintain a fair and ethical business environment

-The compliance team may monitor online platforms and physical stores to check for violations.

-Distributors found assisting or collaborating with violators may also face penalties.

7. TERMINATION AND VIOLATIONS

Unauthorized selling on prohibited platforms, selling competing products alongside the company's products or using misleading marketing tactic may result in a CEASE-AND-DESIST LETTER from the company's law office.

The company reserves the right to suspend or terminate any distributor found violating these terms.

- **FIRST OFFENSE:** Written warning.
- **SECOND OFFENSE:** Suspension of distributor privileges
- **THIRD OFFENSE OR MAJOR OFFENSE:** Termination and possible legal action.

8. LEGAL COMPLIANCE

Distributors must comply with all local and international business laws, including tax and consumer protection laws.

The company is not responsible for any legal issues arising from a distributor's failure to comply with applicable regulations.

9. MODIFICATION OF TERMS

The company reserves the right to modify these terms at any time.

Distributors will be notified of any major changes, and continued participation implies acceptance.

10. AGREEMENT ACKNOWLEDGEMENT

By registering as a distributor, you acknowledge and accept these terms and conditions, including the requirement to submit a valid primary ID for verification and the restriction on selling on company's products alongside competing brands.