

ARIIX

# STATEMENT OF POLICIES *and* PROCEDURES

**For Members**

*Effective August 1, 2013*

## WELCOME TO ARIIX

Welcome to ARIIX! We are glad that you're here and we are excited that you have decided to make ARIIX a part of your future. ARIIX is an international opportunity company that creates superior, exclusively branded products marketed through independent representatives. To promote healthy living, ARIIX develops toxic-free products through collaboration with world-renowned experts in the health, wellness and fitness industries. With a devotion to helping others unleash their potential for good, ARIIX provides a global vision, outstanding management experience, driven industry leadership, and a valued partnership that protects its Representatives. This partnership is underscored by a patent-pending compensation plan created to give the greatest benefit to the Representative.

Our name, ARIIX, comes from two parts. First, "ARI" means many wonderful things in languages all over the world:

- "Ari" is a derivative of the Latin root "*gold*."
- In Hindi, it means "*One who shows the right path*."
- In Korean, it is "*Important*."
- In Japanese, it means "*To Be*."
- In Spanish, it is an abbreviation for "*Superior*."
- In Maori, it means "*Clear or Visible*."

The Suffix "IIX" is a play on our Patent Pending "Activ8" Compensation Plan which features "2X" or the doubling of compensation opportunity.



On all of the brands sold by ARIIX, look for our Promise Seal. This emblem signifies that the product you have purchased has been developed by a collaborative effort from the most knowledgeable experts in their respective fields. Further, it serves as a reminder that any product bearing this seal has undergone a manufacturing processes voluntarily audited by third party inspectors who examine ARIIX for good manufacturing practices, label and formulation accuracy, product testing, clinical study reviews, and toxicology. Our partners test to assure that products are GMP compliant and in compliance with the standards of the Association of Analytical Communities (AOAC), the *United States Pharmacopeia (USP)*, the Food and Drug Administration (FDA), the U.S. Department of Agriculture (USDA), and the Environmental Protection Agency (EPA) where applicable. The symbol assures consumers that all ARIIX products contain the identity and quantity of ingredients listed on the label and that each is free of any undeclared contaminants. We use manufacturing facilities that are GMP compliant, OTC certified, FDA registered, and in good standing with NSF International, which is an independent, non-profit organization that helps protect consumers by certifying products and writing standards for food, water, and consumer goods. Our products have also been reviewed by ConsumerLab.com, a leading provider of independent testing. We are driven to be the "Gold" standard in quality and consistency.

## **PURPOSE OF THE POLICIES AND PROCEDURES**

We have put together these brief Policies and Procedures to introduce you to membership with ARIIX. The purposes of the Member Agreement and these Policies and Procedures include setting forth your rights, privileges, obligations, and defining the relationship between you and ARIIX.

These Policies and Procedures are part of the ARIIX Member Agreement. Please read and adhere to these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the ARIIX Member Application and Agreement, and these Policies and Procedures.

The realities of business and law sometimes require changes to the way that we operate. Because of this, we may need to make changes to this Agreement from time to time. This Agreement with ARIIX, however, provides you with the industry’s safest protection from adverse changes to this Agreement. Therefore, ARIIX has virtually eliminated the conditions under which such changes can be made without mutual consent. You will have the right to remain bound to your original signed version of this Agreement except under these few conditions as determined by ARIIX:

1. By mutual agreement;
2. As necessitated by the laws of jurisdictions worldwide that govern this Agreement;
3. As necessitated by any affiliated industry trade groups;
4. As necessary for the welfare of all Members collectively; and
5. To maintain the viability of ARIIX as an organization.

By executing the Agreement, you agree to abide by all necessary modifications allowed only in the situations identified above. Amendments will be effective 30 days after publication of notice that the Agreement has been modified unless otherwise required by law. We will notify you of any amendments through one or more of the following methods: (1) posting on the Company’s official web site; (2) email on file; (3) inclusion in Company periodicals; (4) special mailings; or (5) in your back-office.

We will not force you to accept any unlikely and infrequent changes to this Agreement, but should you reject the changes that are necessary as outlined in the conditions stated above, we reserve the right not to renew your Agreement at the end of its current term.

## **BECOMING A MEMBER**

To become a Member of ARIIX, you must:

- Be at least 18 years of age;
- Have the legal right to enter into this Agreement free of any other legally binding obligation that would prevent you from entering into this Agreement;
- Reside in a geographic area that ARIIX has officially announced is open for business;
- Provide accurate and up-to-date contact information and shipping information; and
- Submit a properly completed Member Application and Agreement to us online or as a hard copy.

*We reserve the right to accept or reject any Member Application and Agreement for any reason.* To maintain your status as a Member of ARIIX, you must maintain current and accurate contact information, including mailing address, email address, and telephone number, as well as current payment information.

No person is required to purchase ARIIX products or services to become a Member. In order to familiarize new Members with our products, services, and other matters, we require that you purchase a Business Orientation System except where prohibited by law. We will repurchase Business Orientation System kits in resalable condition from any Member who terminates his or her Agreement according to the terms of this Agreement.

To protect and maintain the confidentiality of government-issued identification numbers, we will assign an identification or “ID” number to you. You must use this ID number every time you call an ARIIX Customer Service Agent.

This Agreement will continue for one year from the authorized enrollment date. After that, you must renew your Member Agreements each year by paying an annual renewal fee (which is found in the ARIIX Activ8 Compensation Plan Manual) on or before the anniversary date of your Member Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Member Agreement, we will assume that you no longer want to be an ARIIX Member, and the Agreement will be self-canceled.

If you elect to be on auto-delivery, you are automatically enrolled in the auto-renewal program. This allows us to automatically charge the renewal fee on the last auto-delivery before expiration. If you are not using auto-delivery, you may enroll in the auto-renewal program that allows the renewal fee to be charged annually to your credit or debit card on file with the Company.

### **BECOMING A REPRESENTATIVE**

ARIIX is not just a company, it’s a culture. We are a community of entrepreneurs working together to unleash each individual’s potential for good. Once you join ARIIX as a Member, you may discover that you want to go beyond simply using ARIIX’s products and recommending ARIIX products to others, but you may want to be compensated for purchases and sales that are generated as a result of your introductions to others.

We invite you to become a Representative with ARIIX so that you can enjoy all of the benefits of building your own ARIIX business. To become an ARIIX Representative, you must do the following:

- Be a Member of ARIIX (having signed the ARIIX Member Agreement);
- Reside in a geographic area that ARIIX has officially announced is open for business;
- Earn a minimum cumulative total of 30 Product Credits in any rolling four week cycle;
- Provide accurate and current contact, shipping, and banking information;
- Submit a properly completed Representative Application and Agreement to ARIIX either as a hard copy (if required by law) or online; and
- Submit a correct taxpayer identification number (if the applicant is a resident of the United States, including a resident alien). For individuals, the correct taxpayer identification number is either a Social Security Number or, for resident aliens who do not have and are not eligible to receive a Social Security Number, a unique Individual Taxpayer Identification Number. For an applicant that is a partnership, corporation, or other Business Entity organized in the United States, an Employer Identification Number is required.

Once ARIIX has accepted your Representative Application and Agreement, the benefits of ARIIX’s Compensation Plan become available to you. These benefits include the right to do the following:

- Sell ARIIX products and services;
- Purchase ARIIX products and services at Representative pricing;
- Participate in the ARIIX Activ8 Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Customers, Members, and Representatives into the ARIIX business and thereby, build a marketing organization and progress through the Activ8 Compensation Plan;
- Receive periodic ARIIX literature and other ARIIX communications;
- Participate in ARIIX-sponsored support, service, training, and motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by ARIIX for its Representatives.

If you are interested in becoming an ARIIX Representative, talk to your sponsor. He or she can help you through the eligibility process.

## **PAYMENT AND SHIPPING**

We accept most major credit cards and other payment methods specific, yet common, to countries around the world. In the event that a charge is declined, an order will not be accepted. You may use another individual's credit card or debit card to enroll or to make purchases from the Company, **ONLY** if you have the express, provable permission of the cardholder.

ARIIX shall collect and remit taxes (VAT, DUTY, SALES etc.) on all purchases based on the jurisdiction of your residence as required by law. By executing this Agreement you agree to allow us to modify tax collection amounts as necessary.

We may deliver products by common carrier. You agree to pay for freight, handling, and other shipping charges to cover the cost of shipping products to you. Delivery of the products is complete when we deliver the products to the common carrier. Title to the products and risk of their loss or damage in shipment pass to you at that time.

## **PRODUCT GUARANTEES AND RETURNS**

Given our exceptional standards for excellence, any products that bear the Promise Seal are warranted to be free of defects and fit for use. Hence, ARIIX has a 100 percent, unconditional, 30-day, money-back guarantee on your initial product order. If for any reason you are dissatisfied with any ARIIX product (used or unused), you may return the product to ARIIX within 30 days from the date of purchase for replacement, exchange, or full refund of the purchase price. If you decide to return merchandise equal to or exceeding \$100.00 USD, we may consider such a return a voluntary cancellation of your Membership with ARIIX.

To assist you with returns, we have established the following procedures, which apply to all returns for refund or exchange:

- All merchandise must be returned to ARIIX by the Member who purchased it directly from ARIIX.
- All products to be returned must have a Merchant Agreement Number, which you can obtain by calling the ARIIX Customer Service Department. This Return Merchant Agreement Number must be written on each carton returned.
- The return must be accompanied by:
  - The original packing slip with the completed and signed Product Return Form; and
  - The unused portion of the product in its original container.
- Proper shipping carton(s) and packing materials should be used in packaging the product(s) being returned for replacement. Members should use the best and most economical means of returning the package. **All returns must be shipped to ARIIX with the shipping pre-paid.** ARIIX does not accept shipping-collect packages (C.O.D.). The risk of loss in shipping for returned product is solely on the Member. If any returned product is not received by the Company's Distribution Center, it is the responsibility of the Member to trace the shipment. If the returning items are not received to ARIIX within 30 days from the assignment of a Return Merchant Agreement Number, the return will be void.

## **DISPUTE RESOLUTION**

When a Member has questions or concerns about ARIIX products, orders, billing, or any other aspect of the ARIIX customer experience, the Member should contact the ARIIX Customer Service Department directly. The ARIIX Customer Service Department will work with you to resolve the matter.

## **INACTIVITY AND CANCELLATION**

You have the right to cancel at any time, regardless of the reason. You may submit your cancellation I writing to the Company at its principal business address. To avoid an inadvertent cancellation, the written notice must include your signature, printed name, address, and Member I.D. number.

If you have consented to electronic contracting, you will cancel your Agreement should you withdraw your

consent to contract electronically. If you are on the auto-delivery program, the auto-delivery order will continue unless you specifically request that your auto-delivery Agreement be cancelled.

If you fail to renew your Agreement by paying the annual renewal fee, your Agreement will be cancelled. Assurance of payment for the annual renewal fee will be your responsibility notwithstanding ARIIX's renewal program that is established for your convenience.

A Member's violation of any of the terms of the Agreement, including any amendments that may be made by ARIIX in its sole discretion, may result in the involuntary cancellation of his or her Member Agreement. Cancellation will be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Member's last known address, email address, or fax number, or to his or her attorney.

## **ARIIX INTERNATIONAL OFFICES**

Corporate Headquarters  
563 West 500 South, Suite 340  
Bountiful, Utah 84010  
United States of America

Europe Office  
ARIIX Europe B.V.  
De Rietlanden 8  
9828 PX Oostwold Gem Leek  
The Netherlands

Japan Office  
Shibuya Mark City W22F  
Dogenzaka 1-12-1  
Shibuya-Ku, Tokyo 150-0043  
Japan

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