

Terms and Conditions

INDEPENDENT BUSINESS OWNER TERMS AND CONDITIONS

The following Terms and Conditions (“Terms of Use”) constitute a legally binding agreement between you, (also referred to in this agreement as I, you, me, my, your), the person downloading this agreement and PetClub 247, LLC.

These Terms and Conditions affect your obligations and legal rights. As such, you must read these Terms and Conditions carefully. Any claim, dispute or controversy of any nature arising out of or relating to these Terms and Conditions shall be resolved in the paragraph below titled “Dispute Resolution” and applied to the maximum extent permitted by applicable law.

I acknowledge that I have received, and I have reviewed the **PetClub 247** Independent Business Owner Terms and Conditions and Policies and Procedures and the **PetClub 247** Compensation Plan, which are hereby incorporated into and made part of this the **PetClub 247** Independent Business Owner agreement (collectively hereinafter referred to as the Agreement). I agree to comply with and be bound by the terms and conditions as set forth in the Agreement. I acknowledge and agree that the Agreement will become a binding contract upon me and **PetClub 247, LLC**, (also referred to in this agreement as the COMPANY) a California Limited Liability COMPANY only upon the acceptance of the COMPANY and that the COMPANY will notify me of acceptance of the Agreement via email to the email address I submit with the Agreement. I acknowledge and agree that the COMPANY at its sole discretion reserves the right to accept or reject my application to become an Independent Business Owner, (Hereinafter referred to as an IBO). I also agree to be bound to the applicable PETCLUB 247 Privacy Policy (found on the COMPANY website) both in the United States and any other country that the COMPANY chooses to do business in.

I understand that if I disagree with any of these Terms and Conditions, I must immediately discontinue my access to and use of the COMPANY Program participating as an IBO (hereinafter also referred to as the Program). Continued use of the Program will constitute acceptance of these Terms and Conditions, as may be amended. Subject to Applicable Law (as hereinafter defined), the COMPANY reserves the right to amend all, or any portion of these Terms and Conditions and Policies and Procedures at any time. If the COMPANY chooses to do this and where required by Applicable Law, the COMPANY will post on the COMPANY website the changes to these Terms and Conditions and Policies and Procedures and will do so at least thirty (30) days before the amendment comes into effect. If I become an IBO, where required by Applicable Law (i.e. in the Province of Québec), the COMPANY will send me notice of any changes to these Terms and Conditions using any contact information the COMPANY has for me, at the COMPANY’s discretion, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment, and the fact that I may refuse the amendment and rescind/terminate the agreement set forth in these Terms and Conditions and Policies and Procedures or, in the case of a contract involving sequential performance, cancel the contract without cost, penalty or cancellation indemnity by sending to the COMPANY a notice to that effect no later than thirty (30) days after the amendment comes into force, if the amendment entails an increase of my obligations or a reduction of my obligations. Where permitted by Applicable Law, if amended, the revised Terms and Conditions and Terms and Conditions and shall take effect from the date of such posting. I understand that

I am advised to review these Terms and Conditions and Policies and Procedures periodically as they are binding upon me.

I hereby declare that I am of legal age to enter into a binding, legal agreement and that the information submitted in connection with my application to become an IBO is complete, true and correct. I agree to promptly notify the COMPANY of any changes to such information. If I am executing this agreement on behalf of a corporation, limited liability COMPANY, partnership, trust or other entity, I represent that I have the authority to enter into such agreements for the entity, but nonetheless I agree that in addition to the entity, I will be personally responsible for the performance of all the duties and obligations described in the Agreement.

I agree that I am an independent contractor responsible for determining my own business activities and not an agent or employee of the COMPANY. As such, I understand that I am free to determine my own means, methods and manner of operation and that I am free to choose the hours and location of my activities in connection to the Agreement. I will have no power or authority to bind the COMPANY either directly or indirectly and I will not take any action inconsistent with this limit of authority, including representing in any manner that I am an agent, representative, legal representative or employee of the COMPANY. I acknowledge that as an independent contractor I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by the COMPANY to its employees. I am responsible for the payment of all federal and state self-employment taxes, any provincial or territorial taxes that may apply, and any other tax including gst tax, hst tax, sales tax that may be required under federal, state or regulating taxing agency. I understand that this IBO position does not constitute the sale of a franchise or of a distributorship and that there is no enrollment fee required of me to participate as an IBO of the COMPANY.

I understand and agree that in order for me to participate as an IBO, I must pay the COMPANY a recurring monthly platform services fee. I understand that if I fail to pay the COMPANY the monthly platform services fee payment, the COMPANY, may terminate my standing as an IBO of the COMPANY thereby forfeiting all future commissions, discounts and all other benefits of being an IBO. I also understand that if I cancel my position as an IBO of the Company or if I forfeit my position for any reason with the Company I may not re-sign up as an IBO with the Company for a period of six (6) months which will be subject to the Company's discretion. I further acknowledge and understand that the purchase of product is optional and is not required of me in order to participate as an IBO of the COMPANY. I also acknowledge and understand that if I choose to sponsor or recruit anyone into the COMPANY's compensation plan, I will receive no compensation for doing so and that I will be compensated based upon the activities of myself and other IBOs in my direct organization downline only to the extent of product sales made by me and them to customers of the COMPANY's Products.

I may terminate this Agreement at anytime for any reason by giving the COMPANY prior written notice at the COMPANY's address of record. The COMPANY may terminate this agreement pursuant to the COMPANY's Terms and Conditions and its Policies and Procedures or in the event that I breach any part of the Agreement.

I understand that as an IBO, I am not guaranteed any income. I also understand that I am not assured any profits or success. I also certify that no claims of guaranteed profits or representation of expected earnings that might result from my efforts as an IBO have been

made to me by the COMPANY or my sponsor or enroller or any other person associated with the COMPANY. I further agree in like kind that I will not represent directly or indirectly to anyone that any person may, can or will earn any stated amount or that anyone is guaranteed success as an IBO of the COMPANY.

I agree that the COMPANY reserves the right to change, modify, substitute, suspend or remove without notice the program, the Program functionality, the Products, or any COMPANY Content from time to time. My access to the Program and/or the Products may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or Products. For the avoidance of doubt, the COMPANY reserves the right to withdraw any of the Program functionality, any of the Products, or any COMPANY Content from the Program at any time, in COMPANY's sole discretion. Further, we reserve the right to block access to and/or to edit or remove any User Content, at any time, and for any reason or no reason, including without limitation, any User Content which may, in our sole discretion, give rise to a violation of Applicable Law or a breach of these Terms and Conditions

I agree that the provision of the Products and the Program does not include the provision of a mobile telephone or handheld device, internet access, data, or other necessary equipment or Products to access the Program or utilize the Products. I acknowledge that the terms of any agreement(s) between me and my respective mobile network provider ("Mobile Provider") will continue to apply when using the Program. As a result, if I am charged by the Mobile Provider or other third parties for access to network connection, data, or other Products while accessing the Program, I accept responsibility for any such charges that arise. If I am not the named account holder for the mobile telephone or handheld device being used to access the I, I will be assumed to have received permission from the named account holder for using the Program. Subject to Applicable Law, I agree to receive pre-programmed notifications or alerts on or through the Program if I have turned on locational Products on my mobile telephone or other handheld devices (as the case may be).

I agree that the COMPANY is not responsible for the actions, content, information, or data of a third parties, and I release the COMPANY from any claims and damages, known and unknown, arising out of or in any way connected with any claim I have against any such third parties.

I agree that as an IBO, I shall place primary emphasis upon the promotion and support for the stated goals of the COMPANY including but not limited to the sale of the COMPANY's products to retail customers. In presenting COMPANY's stated vision and mission, I agree that such presentations shall be strictly according to the following format and that I will be terminated as an IBO if I fail to do so.

- A. In each presentation given by the IBO, the prospect shall be directly informed that there is a recurring, monthly platform services fee in order to maintain one's position as an IBO of the COMPANY and that its explicit purpose is to emulate the foundational principles of the COMPANY.
- B. I have received, carefully read, understood and agree to comply with the COMPANY's Terms and Conditions and Policies and Procedures. I understand that I must be in good standing and not in violation of any of the terms of this Agreement in order to be eligible to receive any bonuses or commissions for the COMPANY. The continuation of my COMPANY Independent Business Ownership or my

acceptance of bonuses or commissions shall constitute my acceptance of the terms of this Agreement and any and all amendments pertaining to both.

- C. I agree that I will not act in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity.
- D. I understand that no Attorney General or other regulatory authority ever registers or reviews, endorses or approves any product, compensation program or COMPANY, and I will make no such claim to others.
- E. I understand that none of the COMPANY's products have been approved by the U.S. Food and Drug Administration (FDA) or Health Canada and the COMPANY has not made any claims that any of its products prevent, mitigate or treat any medical condition nor will they offer any therapeutic value. I agree to make no claims, implications or promises whatsoever verbally, in written form or through any sort of advertising that any of the COMPANY's products can prevent, mitigate or treat, or prevent any medical condition nor will I make any claim that the COMPANY's products can be used for any therapeutic purpose or value. I also agree that I will not make any claims, statements, or representations about the COMPANY's products that are not found on the COMPANY's websites or official marketing materials or are not specifically approved by the COMPANY. I agree to indemnify the COMPANY and hold it harmless in the event I make any such unapproved statements that result in government investigation, government or private litigation, claims, regulatory action, or any other adverse event relating to the COMPANY or its products.
- F. I understand that my position can be inherited or bequeathed but cannot be transferred or assigned during my lifetime without written consent of the COMPANY, which consent will not be unreasonably withheld. The COMPANY may charge up to a \$1,000.00 USD transfer fee.
- G. This Agreement shall be in effect upon its receipt and acceptance by the COMPANY at its Simi Valley, California offices either in written form, by mail or through the COMPANY's website by clicking the "I Agree" tab to confirm agreement.
- H. I am responsible for supervising and supporting the IBOs I refer or enroll into the program and in my commissionable down-line. I agree to maintain monthly communication and support to these IBOs in my commissionable down-line by the way of any of the following or combination thereof: Personal contact, telephone communication, written communication and attendance at IBO meetings.
- I. As an IBO of the COMPANY, I will be provided a personalized, replicated website that includes basic tools to help in my capacity as an IBO. Payment terms on IBO promotional material purchases and optional wholesale purchases are as follows: personal check, e-check, money order or major credit card with order. Commissions are payable to IBOs according to the current Compensation Plan which is incorporated herein by reference. As part of my participation in the Program, the COMPANY will provide a web-based, back office administration to all active IBOs. I agree to pay this platform services fee in US dollars to continue my status as an IBO in good standing with the COMPANY. I understand and agree that if I fail to pay the COMPANY the platform service fee, I will effectively lose my position as an IBO and all commissions that the COMPANY may pay to me will cease.
- J. I will not make false, misleading or disparaging statements about the COMPANY, its employees or founders, the compensation plan, IBO positions or the COMPANY mission and vision. Display of commission checks, the making of income projections

and use of income testimonials to prospective IBOs is strictly prohibited. I will conduct myself as an IBO in a courteous, fair and ethical manner.

- K. Change of original enroller is not permitted. Further, it is the responsibility of the enroller IBO to make sure that IBOs and customers they enroll do so through their (Enroller IBOs) personal replicated website. The Company shall take no responsibility to ensure that the proper placement has occurred. This is the responsibility of the enroller IBO. If a mistake has been made in enrollment for an IBO or customer, it is the responsibility of the enroller IBO to notify the Company within 72 hours to request proper placement of the new IBO or customer. Failure to do so may result in the enrolling IBO losing credit for the IBO or customer. Further, IBO and customer lists and names are owned by the COMPANY and are considered as trade secrets and may never be used for any commercial or business purpose without prior written consent of the COMPANY.
- L. I understand that promotional products purchased from the COMPANY could be manufactured and shipped from various locations worldwide and I accept shipping delays beyond the control of the COMPANY. The COMPANY will make its best effort to have all paid in full orders shipped within sixty days from the date of order and payment.
- M. I understand that any return of product in my down-line or customer base may result in a charge back against commissions or bonuses paid to me by the COMPANY (unless prohibited by any applicable federal, state, provincial or territorial law).
- N. I authorize the COMPANY to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- O. User Content. I agree that I am solely responsible for any messages, data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, emails, links and other content or materials that I transmit, submit, post, display or solicit as it relates to PetClub247 (collectively, "User Content"). My responsibility for User Content includes, without limitation, ensuring no User Content, or the submission or transmission thereof, may or does violate Applicable Law or these Terms and Conditions. By submitting, transmitting, posting, or displaying any User Content, I represent that I am the owner of the User Content or have proper authorization to use, reproduce and distribute the User Content. I hereby grant the COMPANY a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use the User Content to promote any products or Products. Further, I hereby waive any moral rights I have in such User Content in favor of the COMPANY, and anyone acting with the authorization of the COMPANY.
- P. I agree that I will be solely responsible for paying expenses incurred by myself, including but not limited to travel, food, lodging, secretarial office, telephone, cell phone and other expenses.
- Q. I give permission to the COMPANY to contact me by email or text messaging for reasons including, but not limited to COMPANY announcements, bonus programs and promotions, changes in policy, etc.
- R. I understand that the COMPANY may charge me a check fee of \$1.95 USD for any payment made to me by COMPANY check or by wire transfer or by direct deposit. I further understand that the COMPANY implements a minimum check amount of at least \$20.00 USD before a payment will be made to me.

- S. I understand and agree that I will not solicit another COMPANY IBO or entity to join another network marketing opportunity offered by another COMPANY during the term of my status as a COMPANY IBO and for a period of one year after. Violation of this COMPANY policy may result in immediate termination. In addition, I may be subject to injunctive relief including possible civil penalties and monetary damages for engaging in such conduct.
- T. I understand that the COMPANY provides me with a replicated website for the promotion of my COMPANY business. I agree that I will not use the replicated website for any purpose other than the promotion of my COMPANY Independent Business Ownership. I further understand and agree that I will not use the COMPANY name, logo, pictures or trademarks as part of a website or URL that I either own or am associated with. In addition, I agree not to use the COMPANY name, logo, pictures, trademarks or any of the COMPANY's published written content to optimize any other website position in a search engine search (other than the COMPANY provided replicated website) without the express written consent of the COMPANY. I further understand that doing any of the above may cause financial harm to the COMPANY which may result in me being required to pay damages to the COMPANY for such actions and may also result in termination of my status as an IBO of the COMPANY.
- U. I understand and agree that I will not market or promote any outside service or internet capture pages, or sales leads to any other IBOs in the COMPANY unless authorized first, in writing by the COMPANY. It is further understood that in the course of my status as an IBO of the COMPANY, I may produce marketing tools to assist my downline organization to grow their COMPANY Independent Business Ownership. In doing so, I agree that such marketing tools must first be approved by the COMPANY in writing and I will not charge for any such marketing tools at any time. Further to this, I understand that although I am allowed to conduct independent training events for the COMPANY, I may charge an admission fee for such events, however I will not charge more than necessary to cover my expenses and will not make a profit in doing so.
- V. I understand that if I fail to comply with the terms of these Terms and Conditions or Policies and Procedures of the COMPANY or any part of this agreement, the COMPANY, at its discretion, may terminate my Independent Business Ownership or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commission, loss of all or part of my down-line marketing organization or customer base list. If I am in breach, default or violation of the agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales of such bonuses or commissions have been completed. If this agreement is terminated for any reason, I will forever lose my rights as an IBO, including rights to my down-line marketing organization and customer base list, and rights to compensation pursuant to the COMPANY's Marketing and Compensation Plan. If I wish to disassociate myself with the COMPANY and cancel my Independent Business Ownership, I may not be eligible to rejoin the COMPANY for a period of 12 (twelve) months.

Dispute Resolution:

- A. United States Disputes. Any dispute, controversy, or claim arising out of these Terms and Conditions, or the matters provided for in these Terms and Conditions,

that is subject to the jurisdiction of one or more courts in the United States (each, a “U.S. Dispute”) shall be resolved in accordance with this Section 12(A).

i. All U.S. Disputes shall be submitted for arbitration and settlement before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association in effect at the time of initiation of the arbitration (the “Rules”). Each party will bear its own legal expenses, attorneys’ fees and disbursements and costs of all experts and witnesses called by it in connection with the arbitration process. However, if the claim of either party is upheld by the arbitrator in all material respects, then, in addition to the amount of any judgment determined by the arbitrator, the non-prevailing party shall also promptly pay all fees, costs and expenses of the arbitration, including the reasonable attorneys’ fees incurred by the prevailing party in connection with the arbitration proceeding only. The arbitrator shall have no power to alter or modify any express provision of these Terms and Conditions, any COMPANY Privacy Policy or, if applicable, your IBO Agreement, or to render any award which by its terms effects any such alteration or modification.

ii. The parties consent to the jurisdiction of, and confer jurisdiction upon, the Superior Court, Ventura County, California and the United States District Court for the Western District of California, for all purposes in connection with or arising out of the arbitration. The parties further consent that any process or notice or motion or other program in either of said courts or to a judge thereof and any paper in connection with arbitration may be served inside or outside California, by certified mail or by personal service, provided that a reasonable time for appearance is allowed, or in such other manner as may be then permissible under the aforementioned Rules. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereover and shall be final and conclusive upon the parties.

iii. Notwithstanding the provisions of subsection to the above, each party will have the right to apply at any time to a judicial authority having jurisdiction for appropriate injunctive or other equitable relief, and such party will not by doing so be deemed to have breached its agreement to resolve disputes by mediation or arbitration.

- B. Canadian Disputes. Any dispute, controversy, or claim arising out of these Terms and Conditions, or the matters provided for in these Terms and Conditions, that is subject to the jurisdiction of one or more courts in Canada (each, a “Canadian Dispute”) shall be tried and litigated in the Province or Territory in which such Canadian Dispute arose.
- C. Incident Reporting. Any complaints regarding the violation of these Terms Conditions should be directed to the designated agent listed below. Where possible, include details that would assist the COMPANY in investigating and

resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Designated Agent:

Office of the General Counsel
legalnotices@petclub247.com
4545 Industrial, Bldg. 5 BC
Simi Valley, CA 93063 USA
(949) 544-3056

Term:

The term of this agreement is one year (subject to prior cancellation as provided in the Terms and Conditions and Policies and Procedures) and is automatically renewed upon its one year anniversary date. If I fail to pay the platform services fee or if my status as a COMPANY IBO is cancelled or terminated for any reason, I understand that I will permanently lose all rights as an IBO. I shall not be eligible to sell or refer the COMPANY's products and/or services, nor shall I be eligible to receive royalties, bonuses or other income resulting from the activities of my former down-line sales organization or customer base list. In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former down-line organization or customer base list and customer base list and to any bonuses, commissions or other remuneration derived through the sale and other activities of my former down-line organization and customer base list. The COMPANY reserves the right to terminate all IBO Agreements upon 30 days notice if the COMPANY elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. IBOs MAY CANCEL THIS AGREEMENT AT ANY TIME, AND FOR ANY REASON, UPON WRITTEN NOTICE TO THE COMPANY.

Cancellation notice as it pertains to a refund of my enrollment fee, product purchases and marketing materials purchases:

I understand that I may cancel my enrollment fee transaction, without penalty or obligation, for a full refund of my first month's platform services fee, within ten (10) business days from the date of this Agreement, exclusive of the date of signing or if processed electronically the date this Agreement is submitted to COMPANY for processing. I understand that if I cancel after the ten (10) day period, I am not entitled to a full refund. This limitation is not applicable superseded by any federal, state, provincial/territorial and local laws, rules, and regulations. If I cancel within the ten (10) business days from the date of this Agreement, any payments made by me under this Agreement and any instrument executed by me will be returned within ten (10) business days following receipt by COMPANY of my Cancellation Notice. To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally with proof of signed receipt to COMPANY a signed, dated copy of a Notice of Cancellation, or send a telegram to: **PetClub 247, LLC**, 4545 Industrial St., Suite 5B, Simi Valley, CA 93063 USA

I understand that, due to the nature of the COMPANY Compensation Plan, all purchases of Starter Packs or any promotional bonus packs are subject to a 20% restocking fee at the sole discretion of the COMPANY. I further understand that product may not be returned for credit if it is opened from its original, sealed packaging or if it is past its shelf life unless the COMPANY

allows otherwise. I also agree that any request for return of goods must first be approved by the COMPANY prior to its return and all shipping charges for the return of goods must be prepaid by me for delivery back to the COMPANY. Credits against a return will not include any shipping and handling charges were paid by me when I originally purchased the goods.

Cardholder's Responsibilities:

It is understood and agreed by you that you will not use your credit card in any way that is contrary to the laws of the United States and Canada. You further agree that your use of your credit card relative to conducting any business with the COMPANY or purchasing any product or services binds you to the agreement between you and your credit card holder and the laws that are applicable for credit card use in the United States and Canada.

I understand that non-internet accessible literature and sales aids and promotional products are subject to return with a 90% refund within 30 days of purchase (unless prohibited by applicable law) (1 year in New Mexico, and Montana; purchases within 1 year prior to termination of IBO status in Wyoming; no time limitation in Massachusetts as to Wholesale Purchases made for commission qualification.)

I understand and acknowledge that in the event that I fail to comply with this Agreement the COMPANY may suspend my IBO status and any payments due to me may be escrowed until final resolution and determination by the COMPANY has been achieved. I further understand and acknowledge that in the event of my violation of any part of this Agreement my IBO rights may be terminated without further commission or payments of any kind.

I agree to indemnify and hold the COMPANY Y, its directors, officers or employees harmless from any and all claims, damages or expenses (including attorney fees) that may arise out of my actions or conduct in violation of this Agreement.

I acknowledge the COMPANY's Compensation Program is based on current products and is subject to change at the sole discretion of the COMPANY.

I agree and understand that subject to Applicable Law, the COMPANY reserves the right to amend all, or any portion of these Terms and Conditions and Policies and Procedures at any time. If the COMPANY does this, where required by Applicable Law, the COMPANY will post on the COMPANY website the changes to these Terms of Use at least thirty (30) days before the amendment comes into effect. If I have elected to become an IBO of the COMPANY as defined in this agreement, where required by Applicable Law (i.e. in the Province of Québec), the COMPANY will send me notice of any changes to these Terms and Conditions using any contact information the COMPANY has for me, at the COMPANY's discretion, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment, and the fact that I may refuse the amendment and rescind/terminate the agreement set forth in these Terms and Conditions or, in the case of a contract involving sequential performance, cancel this agreement without cost, penalty or cancellation indemnity by sending to the COMPANY a notice to that effect no later than thirty (30) days after the amendment comes into force, if the amendment entails an increase of my obligations or a reduction of my obligations. Where permitted by Applicable Law, if amended, the revised Terms and Conditions and Policies and Procedures and shall take effect from the date of such.

I agree and understand that the COMPANY reserves the right to change, modify, substitute, suspend or remove without notice the replicated and COMPANY website's functionality, the Products, or any of the COMPANY's content from time to time. My access to the replicated website and/or the Products may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or Products. For the avoidance of doubt, the COMPANY reserves the right to withdraw any COMPANY website functionality, any of the Products, or any COMPANY Content from the website at any time, in the COMPANY's sole discretion. Further, the COMPANY reserves the right to block access to and/or to edit or remove any User Content, at any time, and for any reason or no reason, including without limitation, any User Content which may, in the COMPANY's sole discretion, give rise to a violation of Applicable Law or a breach of these Terms and Conditions.

The replicated websites, the products and the COMPANY content are provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permitted by applicable law and except where prohibited by applicable state, provincial/territorial or local law. The COMPANY does not make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to: the COMPANY website, replicated websites, Compensation Plan, products, COMPANY content, user information, user content, or security associated with the transmission of information via any of the above. In addition, the COMPANY hereby disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title custom, trade, quiet enjoyment, system integration and freedom from computer virus.

I also acknowledge that by clicking the "Agree" link on the sign up page of the COMPANY's web site, I am providing my digital signature and that by doing so, I am bound to all the Terms and Conditions of this Agreement, including the Terms and Conditions, the COMPANY Policies and Procedures and the COMPANY Compensation Plan, all of which are incorporated into this Agreement and are available for me to review, store, or print at www.petclub247.com.

I verify that I have carefully reviewed and fully understand the COMPANY's income opportunity presentation materials, which can be found on The COMPANY's website, www.petclub247.com.

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Policies and Procedures

Policies and Procedures, The Compensation Plan, and the Terms and Conditions are Incorporated into Independent Business Owner Agreement:

These Policies and Procedures as presented here and as amended from time to time at the sole discretion of **PetClub 247, LLC** (hereafter "**COMPANY**" or the "**COMPANY**"), are incorporated into, and form an integral part of, the **COMPANY Independent Business Owner Agreement**, Compensation Plan and Terms and Conditions. Throughout these Policies and Procedures,

when the term “Agreement” is used, it collectively refers to the **COMPANY** IBO Distributor Application, the **COMPANY** Policies and Procedures, The **COMPANY** Compensation Plan and the **COMPANY** Terms and Conditions.

It is the responsibility of each Independent Business Owner (hereafter referred to as IBO) to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When enrolling a new IBO, it is the responsibility of the enrolling IBO to provide the most current version of these Policies and Procedures, the **COMPANY** Terms and Conditions and the **COMPANY** Marketing and Compensation Plan to the applicant prior to his or her execution of the **Independent Business Owner Agreement**. the **COMPANY** reserves the right to change these Policies and Procedures, Terms and Conditions, Compensation Plan and Marketing Policy at any time.

A. Ethics:

The **COMPANY** conducts business in an ethical and credible manner and requires its IBOs to deal ethically with their customers, with each other and with the **COMPANY**. The **COMPANY** permits no unethical or illegal activity and will intercede when such behavior may exist, and the **COMPANY** reserves the right to use its best judgment in deciding whether certain IBO activities are unethical. Furthermore, the **COMPANY** may use its own discretion in determining the appropriate course of action. If the **COMPANY** determines that unethical activities may exist, then it reserves the right to suspend or terminate IBO status, including but not limited to all commissions and payments of any kind. Under no circumstances is an IBO who is terminated for unethical or illegal activity entitled to a refund of their renewal fee, nor are they entitled to sell or transfer their position.

Examples of unethical behavior include but are not limited to the following:

- A. Making any false or misleading remarks, statements, innuendos or rumors that may disparage the **COMPANY**, its products or services, its compensation plan, its employees, its founders or another **COMPANY** IBO
- B. Making any medical or homeopathic or therapeutic claims about the **COMPANY**'s products. Note: I am allowed to make a homeopathic claim regarding the products relative only to the statements that are made within our **COMPANY** website regarding a particular product.
- C. Making any claim regarding the **COMPANY**'s products that are not found on the **COMPANY**'s current websites or official, current marketing material
- E. Making unapproved income claims or revealing the amount of income you are or have received through the **COMPANY** or other network marketing opportunities that you may or may not have been involved in currently or previously
- F. Re-labeling, altering in any way or repackaging any of the **COMPANY**'s products. The **COMPANY**'s products are to be sold in their original packaging only

- G. Directly or indirectly disclosing any information in your back office to a third party other than an official COMPANY authorized employee for the purpose of assisting you with a specific issue that is related to your status as an IBO
- H. Use any of the information in your back office or activity report in a manner to influence another **COMPANY** IBO to alter their relationship with the COMPANY in any way
- I. Use the information in your back office or activity report to compete with the COMPANY in any way
- J. Providing, selling or revealing any customer lists and/or their contact information that appears in your activity report or downline report to a third party. This includes the customer lists and/or their contact information that belongs to the COMPANY or appears in any other IBO's activity report or downline report.
- K. Directly or indirectly disclosing the password or other access code to your back office or activity report
- L. Use of another person's credit card without express written permission
- M. Forging any signature on any document
- N. Depositing any check made out to the COMPANY into another account instead of immediately forwarding it to the COMPANY
- O. Any unauthorized use of the COMPANY's name, logos, photos, videos, trademarks or copyrighted material in any way or fashion
- P. Violation of any state or federal, provincial or territorial laws or regulations
- Q. Competing with the COMPANY's products or services directly or indirectly through association with another business or through your own personal efforts
- R. Aggressive or abusive language, behavior or treatment or any inappropriate behavior toward any COMPANY employee, founder or another COMPANY IBO

Insurance:

The COMPANY does not extend coverage under any of its policies or products to IBOs. If you use your personal property (such as your car or computer, home, etc.) for business use, such property may not be covered for loss or damage.

Recruiting:

Cross-line recruiting: An IBO may not solicit an individual or entity that has been previously sponsored by another **COMPANY** IBO (or that is considering joining The **COMPANY** and being sponsored by another IBOs) to join their **COMPANY** business as their direct enrollee.

The IBO may not solicit a **COMPANY IBO or entity to join another network marketing opportunity offered by another **COMPANY** during the term of their status as a **COMPANY** IBO and for a period of one year after unless it is partially owned or officially associated with the **COMPANY**. Violation of this **COMPANY** policy may result in immediate termination and possible legal action.**

Cash or Monetary Incentives:

The **COMPANY** strictly prohibits IBOs from offering cash or monetary incentives, promotions, prizes or bonuses to members of their downline or upline organizational members, or customers as a method of influencing customer acquisition.

To eliminate cross-line recruiting practices, the **COMPANY** strictly prohibits the use of cash or monetary incentives/promotions/prizes/bonuses for purposes of recruiting new IBOs.

The **COMPANY** has put in place a specific sales model and strongly encourages its IBOs to promote customer acquisition and recruiting by adhering to this sales model.

Territorial Rights/Conducting Business Across International Borders:

IBOs can market services and products and sponsor new IBOs in any country where the **COMPANY** conducts business, without exclusivity. IBOs may only promote the **COMPANY** in countries where the **COMPANY** currently operates.

IBOs conducting business in foreign countries must adhere to the **COMPANY** Policies and Procedures governing activities in that country. Furthermore, compensation will be based on the current Compensation Plan of that specific country and be subject to conversion to U.S. funds.

IBOs are responsible for knowing and adhering to all laws and accepted business practices in the countries they choose to market. This includes but is not limited to customs and immigration laws and accepted marketing practices.

Qualification Requirements for Payment:

The COMPANY offers a variety of different ways that allows the IBO to earn income through its Compensation Plan. Some of these payment plans require that the IBO be Qualified. Qualification requirements are defined in the Compensation Plan. It is the responsibility of the IBO to continually check to make sure that they are qualified for each individual pay plan that requires qualifications. The COMPANY will not be obligated to pay for any pay plan when an IBO falls out of qualification.

Marketing Advertising Policy:

The COMPANY offers a variety of different marketing tools that are provided by the COMPANY to help you build your business. These materials such as brochures and business cards are available for purchase by clicking the Marketing Materials link located in the back office of an IBO's replicated web site. An IBO may not create their own marketing brochure to describe the Compensation Plan or products. There are occasions however where an IBO may decide to create marketing material to promote a meeting or special event. In the event that this is the case, we have outlined our policy and procedures for such personalized marketing materials.

The COMPANY requires that all personalized marketing material be approved, in writing by the COMPANY before an IBO can DISTRIBUTE such material. Any request from an IBO must be in writing and include the following:

- IBO Name
- IBO Identification Number
- Address and telephone number
- The complete copy or material that you wish to submit
- When you will use the material
- Where it will be distributed
- How you will distribute the material

Please email this request customerservice@petclub247.com

Once the materials are received, please allow 15 to 21 business days for processing. If you have not received a response in this time, please contact us by email us back at cs@petclub247.com. Please do not contact us before the time frame of 15 to 21 business days.

General Rules:

- **Always introduce and refer to yourself as an IBO. You must never give the impression that you represent the COMPANY in any way as an employee or official agent.**
- **The use of COMPANY's logos and trademarks or service marks is strictly forbidden without prior, written approval from the COMPANY.**
- **Make sure that when you design the material, it clearly shows that it is coming from you as an Independent Business Owner and not produced by COMPANY in any way shape or form.**
- **You may use COMPANY written information that is commonly found in our current marketing materials but may not do so word for word without prior, written approval from the COMPANY as our materials are protected by copyright laws.**

- **You must never make any promises of income.**
- **You must never make any statement that implies or says directly that our products will cure, prevent or mitigate any medical ailments or offer any therapeutic benefit.**
- **You must always include on all your advertising of any form the following disclaimer:**

COMPANY products have not been evaluated by the Food and Drug Administration. Our products do not mitigate, cure or treat any medical condition nor do they offer any therapeutic value.

Business Cards:

Business Cards and Marketing Material approved by the COMPANY can be purchased in the Marketing Materials link found in the back office of an IBOs replicated website.

The Promotion of International Expansion:

the COMPANY has future plans to enter into the international world by marketing our products into other countries. It is important to point out that every country has its own established rules and regulations that companies must follow in order to market their products. The process can be very precise. It is therefore important that all IBOs of the COMPANY refrain completely from trying to market our product in other countries at this time. the COMPANY will announce to our IBOs as we receive individual approvals to market our products, one country at a time. Upon those announcements, IBOs will then be allowed to market our product in those countries. In keeping with this policy, IBOs must:

- Not market our product or opportunity to anyone in a country that is not approved by the COMPANY
- Not market in any form to prospects in a country that is not approved by the COMPANY

When developing personal marketing materials for any country that is approved by the COMPANY, please refer to the appropriate guidelines the COMPANY sets forth for that particular country.

Direct Mail Pieces, Fliers and Brochures:

IBOs will not be allowed to substitute their names on any materials that have been previously approved for other IBOs.

Photocopying of any marketing materials provided by **COMPANY**, Inc. is not permissible, however, IBOs may print any current material that is provided by the COMPANY off of our website.

Spamming:

the COMPANY does not permit IBOs to send unsolicited e-mails. Any e-mail sent by an IBOs that promotes **COMPANY**, the **COMPANY** Opportunity, or **COMPANY** products and services must comply with the following:

- There must be a functioning return e-mail address to the sender that includes a request that future e-mail solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by e-mail or regular mail, must be honored.
- All emails sent that promote **COMPANY**, its Opportunity or products, must adhere to all the other marketing and advertising guidelines in this policy.

Trademarks and Copyrights:

The COMPANY will not allow the use of its trade names, trademarks, designs, photos, videos, audio recordings or symbols by any person, including a COMPANY IBO, without its prior, written permission. IBOs may not produce for sale or distribution any recorded COMPANY events and speeches without written permission from the COMPANY; nor may IBOs reproduce for sale or for personal use any recording of COMPANY-produced audio or video tape presentations.

Media and Media Inquiries:

IBOs must not attempt to respond to media inquiries regarding the COMPANY, its products or their independent business. All inquiries by any type of media must be immediately referred to COMPANY Public Relations Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

Shipping Policy:

Standard shipments are typically shipped either USPS ground, Federal Express Ground or UPS Ground. Choice of carrier will be at the sole discretion of the COMPANY. A will call option is available for our customers who are willing to pick the product up at our distribution center in Simi Valley, CA. Any order that is set up for will call that is left uncollected by the customer longer than two business days, may be returned to inventory by the COMPANY with a credit being issued to the customer for the return. Please allow 7 to 10 business days to receive goods.

Damages or Shortages of Shipment:

Please note that all shipments are shipped FOB the COMPANY. This means that shipping and handling charges will be applied and clearly marked on your invoice and are payable to the COMPANY by the customer or IBO. It also means that once the order is shipped by the COMPANY, ownership of the order is passed completely to the customer or IBO and makes the customer or IBO responsible for filing any claims for shortages, damages or non-delivery directly

with the carrier of the order. The COMPANY will not be responsible for reimbursement for any shortages, damages or non-delivery of any order once it leaves the COMPANY's shipping warehouse.

Smart-ship and Platform Service Fee:

The COMPANY allows for customers and IBOs to order product on Smart-ship, which is a recurring, automatic shipment of products that are selected by the customer or the IBO. The customer and or IBO is required to provide and allow for the recurring billing of such shipments with a credit card number entered into the system by the customer or IBO. If the credit card used by the customer or IBO for a Smart-ship fails to process, the COMPANY will send to the customer or IBO an email notifying the customer or IBO of the card's failure to process. After four unsuccessful attempts by the COMPANY to process the customer's or IBO's credit card for a Smart-ship order, the Smart-ship order will be removed from the system. Once the COMPANY or IBO has corrected the issue with their credit card, the customer or IBO will need to re-order their smart ship orders. The same holds true and includes an IBO's Platform and App Services fee. The IBO must be current on their Platform Services Fee in order to earn a commission check.

After 3 months of inactivity, the customer's and or the IBO's position will be removed from the COMPANY 's system. It is extremely important that the customer and or IBO give immediate attention to any notice from the COMPANY of a failed credit card charge that is applicable to their Smart-ship order or Platform Service Fee.

Return of Inventory and Sales By IBOs:

The COMPANY does its best to cooperate with requests for the return of goods and marketing materials (also known as sales aids). In the interest of protecting this opportunity for all of our customers and IBOs, certain guidelines must be put in place to ensure that credits are handled properly and expeditiously. Any request for return of goods or marketing materials must first be approved by the COMPANY in writing with a valid RMA Number prior to its return and all shipping charges for the return of goods and marketing materials must be prepaid by the IBO for delivery back to the COMPANY. Any goods or marketing materials returned to the COMPANY by an IBO or customer without prior, written approval in the form of an RMA Number issued from the COMPANY prior to the shipment of the return, can not be credited by the COMPANY. Credits against a return will not include any shipping and handling charges that were paid by the IBO when they originally purchased the goods or marketing materials. Upon cancellation of an IBO's Agreement, the IBO may return COMPANY products and sales aids for a refund if he or she is unable to sell or use the merchandise, provided that they fall within the conditions allowable for a return and if they fall within the time frame allowable for their return. An IBO may only return products and sales aids if they are: purchased and paid for by him or her, in resalable condition, unopened in its original sealed packaging, still within its shelf life, returned within its allowable time frame for return, purchased within one year of the date of their termination as a COMPANY IBO, unless the law of the state in which the IBO lives mandates a longer period of time. Please note that the allowable time for the return of COMPANY products is thirty (30) days (where permitted by Applicable Law) with the exception of products purchased as part of the COMPANY's Alpha Dog Promotion in which case the allowable time for return is ten (10) days) (where permitted by Applicable Law). All sales aids must be returned to the COMPANY

within thirty (30) days of the date of termination. Upon receipt of the products and sales aids, the IBO will be reimbursed 90% of the net cost of the original purchase price(s), less shipping and handling charges *(unless the product was purchased in a starter pack – see below or if the product was purchased by a Retail Customer (where permitted by Applicable Law). If the purchases were made through a credit or debit card, the refund will be credited back to the same credit or debit account. The COMPANY shall deduct from the reimbursement paid to the IBO any commissions, bonuses, rebates or other incentives received by the IBO which were associated with the merchandise that is returned. Upon confirmed “written” receipt of the product at the COMPANY’S warehouse, the COMPANY will handle returns and refunds within 7 business days. Please allow at least two weeks to see the credit appear on your bank statement.

*The return of Starter Kits carries a 20% restocking charge (where permitted by Applicable Law) and must also be in a resalable and unused condition and unopened from its original, sealed packaging and returned within it’s allowable time frame for return. Any return of product in the downline will result in a charge back against commissions or bonuses paid by the COMPANY to any relevant IBO.

The return of Smart-ship or Unilevel purchases cannot be returned by an IBO in an attempt to circumvent their monthly qualification requirements. Further, the COMPANY reserves the right to disallow any return for credit that was made in an apparent attempt to circumvent any qualification, commission or bonus plan that the COMPANY has offered.

With regard to the Pet Nutritionist Certification, there are no refunds allowed after purchase whether you complete the course or not.

Shipping Policy For Retail Customers:

Standard shipments are shipped via USPS ground. Other carriers may be selected at the sole discretion of the COMPANY. Please allow 7 to 10 business days to receive goods. A will call option is available for our customers who are willing to pick the product up at our distribution center in Simi Valley, CA. Any order that is set up for will call that is left uncollected by the customer longer than two business days, may be returned to inventory by the COMPANY with a credit being issued to the customer for the return. You may cancel your customer account with the PetClub 247 ("COMPANY ") at any time by contacting us by phone at (949) 544-3056 or contact us by email at customerservice@petclub247.com with your request.

Damages or Shortages of Shipments:

Please note that all shipments are shipped FOB the COMPANY. This means that shipping and handling charges will be applied and clearly marked on your invoice and are payable to the COMPANY by the customer. It also means that once the order is shipped by the COMPANY, ownership of the order is passed completely to the customer and makes the customer responsible for filing any claims for shortages, damages or non-delivery directly with the carrier of the order. The COMPANY will not be responsible for reimbursement for any shortages, damages or non-delivery of any order once it leaves the COMPANY’S shipping warehouse.

The Return of Goods from Retail Customers:

If you are not satisfied with your purchase, you can return it and we will replace or refund your purchase. Simply contact us by phone at (949) 544-3056 or contact us by email at customerservice@petclub247.com with your request. We will provide you with an address to return the unused portion of your product at the time of your request. Return requests for any reason will be honored by the COMPANY within the first thirty (30) days of your purchase (where permitted by Applicable Law).

A retail customer may only return goods if they are: purchased and paid for by the purchaser directly through one of COMPANY's websites.

Bonus Buying:

"Bonus buying" includes: (a) the sponsoring of individuals or entities without the knowledge of and/or execution of an IBO Application and Agreement by such individuals or entities; (b) the fraudulent sponsoring or enrollment of an individual or entity as an IBO or customer; (c) the sponsoring or attempted sponsoring of non-existent individuals or entities as Distributors or customers ("phantoms"); or (d) the use of a credit card by or on behalf of a Distributor or Customer when the IBO or customer is not the account holder of such credit card. Bonus buying constitutes a material breach of these Policies and Procedures and is strictly and absolutely prohibited.

Events:

The COMPANY supports the practice of Regional and local Training Events, "Personal Business Opportunity Meetings" and Private Business Receptions, as they are valuable educational tools when held properly with both professionalism and integrity. Under no circumstances are any type of meeting/training session intended to provide any additional income stream to those who are sponsoring the events and must be offered as non-profit activities at all times.

All Regionals, "Super Saturdays," private marketing events, or on-line webinars must be submitted to the COMPANY for approval in conjunction with the current terms of hosting such events. Events that do not receive prior approval will be considered operating outside of the COMPANY's approval and philosophy and will not be promoted or endorsed by the COMPANY in any manner.

Attendance at COMPANY events is not a requirement for being an IBO, nor a prerequisite for success in this business.

Remuneration:

The COMPANY reserves the right to pursue the remuneration of any legal or operational fees or the recovery for any damages as a result of any policy violation by the COMPANY IBOs. The COMPANY also reserves the right to recoup such costs from future bonuses, commissions or other payments.

Further Limitations:

The COMPANY reserves the right to limit or disallow any marketing activities that cast negative aspersions on the integrity, truthfulness, and/or reputation of the COMPANY.

Transfer/Disposition of IBOs Business:

An IBO's position can be inherited or bequeathed but cannot be transferred or assigned during his or her lifetime without written consent of the COMPANY, which consent will not be unreasonably withheld. The COMPANY may charge a \$1000.00 transfer fee.

Upon the death or incapacity of an IBO, or of its principals, the rights to the commission and marketing position shall pass to the designated successor, provided said successor complies with all the terms of the COMPANY agreement, the COMPANY's Policies and Procedures and fulfills the duties and obligations required of an IBO. In the case of a transfer to an existing IBO, or to an individual listed as a partner/shareholder/trustee in an existing IBO status, the individual will need to contact The COMPANY to discuss his/her options in either maintaining the status or transferring it. If the transfer is of a temporary nature (i.e. the IBO is temporarily incapacitated), the subsequent activation and deactivation will likewise be temporary.

Privacy Policy**Personal Information:**

The COMPANY maintains a strong commitment to protecting the privacy of our customers and IBOs and their personal information. "Personal Information" means any information about an identifiable individual, other than business contact information. We protect that information. Unauthorized disclosure or access of personal information, including but not limited to account information or personal identification number, is a violation of the COMPANY's Privacy Policy, and is strictly prohibited.

(a) The IBO acknowledges that during the course of the performance of this Agreement, he or she will be provided or will be exposed to or will have access to personal information and that such personal information is confidential and considered as trade secrets of the COMPANY. The IBO agrees that such Personal Information will be collected, used and disclosed only for the purposes for which it was collected and only in relation to the provision of the COMPANY's services or products or this Agreement, The IBO will safeguard such Personal Information by appropriate means and not, other than as required in relation to the provision of the COMPANY's services or products, disclose, transfer, sell, assign, publish or otherwise make available any Personal Information for his/her own use or the use of any other third party except where disclosure may be required to comply with a subpoena, warrant, or court order, or if requested by a government institution which has the lawful authority to obtain the Personal Information, or if otherwise required by law.

(b) Upon reasonable request, the IBO shall provide the COMPANY access to, and the right to inspect, any or all Personal Information collected, used or disclosed by the IBO during the course of the Agreement;

(c) The IBO shall, at the prior written request of the COMPANY, promptly return any Personal Information and all copies thereof in any form whatsoever under their power or control to the COMPANY and delete or destroy the personal information from all retrieval systems and databases as directed by the COMPANY and furnish to the COMPANY a certificate by the IBO or its legal representative that the deletion or destruction has occurred.

(d) The IBO agrees to co-operate with the COMPANY in any regulatory investigation or in any internal investigation regarding any alleged privacy breach or complaint.

(e) In order to ensure the special integrity of IBOs' personal information, and to protect IBOs positions from unauthorized access, the COMPANY asks that all distributors adhere to the following procedures:

- Only new IBOs shall complete and sign an IBOs Agreement or complete the distributors sign-up process on the COMPANY website.
- Only new IBOs shall complete the online IBOs Agreement.
- An IBO's upline or enroller should not complete any agreement on behalf of the distributors, or obtain account information, including position numbers and passwords.
- IBOs account information and passwords should not be accessed by or provided to anyone but the IBO whose name appears on the IBO Agreement.

Conclusion:

The rules and regulations outlined in this document are intended to protect the **COMPANY** opportunity for all involved. Please follow the Terms and Conditions as well as the Policies and Procedures as set forth here to ensure that you are in compliance.

Please note that any infraction of these rules and regulations may result in suspension or immediate deactivation/termination of your status as a **COMPANY** IBO.

It is the goal of the COMPANY to introduce our products to as many retail customers as possible with the purpose in mind of offering them high quality products. Coupled with this is our desire to help others achieve financial reward for being involved with us as an IBO. The COMPANY desires to develop a long term, stable relationship of mutual respect, trust and integrity with our IBOs. By assisting our IBOs in achieving their goals and dreams, the COMPANY's goal of establishing a long-lasting team will be realized.