

# 4Life® Policies & Procedures

(Effective April 20, 2021)

# 4Life® 政策與程序

(2021年4月20日生效)

**TAIWAN** 



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#### 1. Introduction

# 1.1. <u>Policies Incorporated into Affiliate Application</u> and Agreement.

These Policies and Procedures ("Policies"), in their present form and as amended at the sole discretion of FORLIFE RESEARCH INTERNATIONAL, LLC (hereafter "4Life" or the "Company"), are incorporated into, and form an integral part of, the 4Life Affiliate Application and Agreement (hereafter "Affiliate Agreement"). Throughout these Policies, when the term "Agreement" is used, it collectively refers to the 4Life Affiliate Agreement, these Policies, and the Life Rewards Plan. These documents are incorporated by reference into the Affiliate Agreement (all in their current form and as amended by 4Life). It is the responsibility of each Affiliate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. In addition, Affiliates shall abide by The Fair Trading Act and multi-level marketing laws and regulations. When sponsoring a new Affiliate, it is the responsibility of the sponsoring Affiliate to ensure that the applicant has access to the most current version of these Policies (including [Appendix 1. Multi-level Marketing Management Law], [Appendix 2. Taiwan R.O.C. Direct Selling Association Code of Ethics] prior to or at the time the applicant executes the Affiliate Agreement. Capitalized terms throughout these Polices are fully defined at the end of these Policies, alphabetically under "Glossary of Terms."

#### 1.2. Purpose of Policies.

4Life Affiliates are required to comply with all the Terms and Conditions set forth in the Agreement which 4Life may amend at its sole discretion from time to time, as well as all federal and state laws governing their 4Life business and their conduct. Because Affiliates may be unfamiliar with many of these standards of practice, it is very important that each Affiliate read and abide by the Agreement. The information in these Policies should be reviewed carefully. They explain and govern the relationship between an Affiliate and the Company.

1.3. <u>Changes to the Affiliate Agreement, Policies, Life</u> Rewards Plan and Product Price List.

#### 1. 序言

#### 1.1. 會員申請及合約包涵本政策

本政策與程序(以下稱「本政策」)以其現有形式 及美商福萊有限公司台灣分公司(以下稱 「4Life」或「公司」)自行決定修改的內容構成 4Life 會員入會申請書及合約(以下稱「會員合 約」)不可分割的部分。在本政策中,「會員合 約」指 4Life 會員入會申請書、本政策,以及 4Life 獎勵計畫。上述文件均被涵蓋於 4Life 會員合約 (包括所有其現有形式和 4Life 的修訂)。每位會 員均有責任閱讀、理解、遵守並確保自身知道最新 的政策,並依據其規定經營。此外,會員應確實遵 守公平交易法及多層次傳銷管理辦法等相關法令。 當推薦新會員時,推薦人有責任在申請人簽署其會 員合約前向其提供最新的政策(包含「附錄 1.多層 次傳銷相關法規」、「附錄 2.中華民國直銷協會商 德約法 」)。政策中所有的名詞解釋皆已詳列於此 政策之「名詞解釋表」。

#### 1.2. 政策目的

4Life 會員必須遵守 4Life 可自行決定隨時更改的合約中的條款與條件,並遵守管理其 4Life 業務及行為的所有應適用之法律與規定。由於會員可能不熟悉許多標準及實務,所有 4Life 會員均應閱讀並遵守合約。請務必詳細本政策,來維護會員與公司之間的規範及權益。

1.3. <u>會員入會申請書、政策與程序、獎勵計畫、產</u>品價格的更改



4Life reserves the right to amend the Agreement and the prices in its Product Price List in its sole and absolute discretion. By signing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that 4Life elects to make. Notification of amendments shall appear in Official 4Life Materials. Price changes are not subject to prior notice and shall be effective upon publication in Official 4Life Materials, including but not limited to, posting on 4life.com, email distribution, publication in 4Life's newsletter, product inserts, price sheets, or any other commercially reasonable method. The continuation of an Affiliate's 4Life business or an Affiliate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

#### 1.4. Delays.

4Life shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impractical due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, war, fire, flood, death, pandemic, curtailment of a party's source of supply, or government decrees or orders.

#### 1.5. <u>Policies and Provisions Severable.</u>

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and 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 Agreement.

#### 1.6. Titles Not Substantive.

The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the Agreement.

#### 1.7. Waiver.

Neither party gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of either party to exercise any right or power under the Agreement or to insist upon strict compliance by the other party with any obligation or provision of the Agreement, and no custom or practice of the parties

4Life 保留自行決定更改合約及其產品價格的權利。透過簽署會員合約,會員即同意遵守 4Life 對合約的所有修訂與更改。 4Life 將在正式資料中公布修訂內容。產品價格之修改無須事先通知,修訂內容將自其在 4Life 正式資料中公布時起生效,公布方式包括但不限於在 taiwan.4life.com 上張貼、透過電子郵件及網際網路的傳播媒介散發、在 4Life 的簡訊中公布、以產品插頁或任何其他合理的商業方式公布。會員繼續參加 4Life 業務或會員接受公司的紅利與佣金,即代表同意任何與全部修訂。

#### 1.4. 延誤

如果由於超過 4Life 合理控制的情況而無法實施商業行為, 4Life 將不對其履行義務的延誤或無法履行義務而承擔責任。這包括但不限於罷工、勞工爭議、暴動、戰爭、火災、水災、死亡、流行病、產品的供應來源減少,或政府的法令或命令。

#### 1.5. 政策與條款效力的各自性

如果合約中的任何條款,無論以現有形式還是經過 修訂,由於任何原因而無效或無法執行,則只有該 條款的無效部分失效,其餘條件與條款仍然保留其 全部效力與效果,並在解釋時視同合約從未包括該 失效或無法執行的條款。

#### 1.6. 標題不具實意

本政策的標題與題目僅供參考,不構成並且不能被 解釋為本政策的實際條款。

#### 1.7. 棄權

合約雙方均不放棄要求遵守會員合約和與業務經營 相關之法律的權利。雙方未能行使合約規定的任何 權利或權力,或不要求嚴格遵守合約的任何義務或 規定,以及雙方與合約之條款不一致的習慣或行 為,均不應構成放棄要求準確地遵守合約的權利。 對權利的放棄只有在公司授權的行政主管或代表書



at variance with the terms of the Agreement, shall constitute a waiver of the party's right to demand exact compliance with the Agreement. Waiver can be effectuated only in writing by an authorized officer or representative of either party. A party's waiver of any particular breach by the other party shall not affect or impair the party's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Affiliate, nor shall any delay or omission by a party to exercise any right arising from a breach affect or impair 4Life's rights as to that or any subsequent breach.

The existence of any claim or cause of action by a party against the other party shall not constitute a defense to the party's enforcement of any term or provision of the Agreement.

#### 2. Becoming an Affiliate

#### 2.1. Requirements to Become an Affiliate.

To become an Affiliate, each applicant must:

- Be at least 20 years of age; (Married men must be at least 18 years of age, and married women must be at least 16 years of age.), Individuals over 18 years old and under 20 years old, regardless of marital status, must have a legal representative's (guardian's) signed written permission.
- Hold a valid ROC identification card.
- Submit a properly completed and signed Affiliate Agreement to 4Life (the Company reserves the right to reject any applications for new Affiliate Accounts).
- Purchase 4Life Affiliate business kit.
- A foreigner must hold a permanent resident permit that is valid for more than 6 months and has the legal resident rights (If they are from China, they most hold a Taiwan long-term resident permit.)
- For foreigners who don't have permanent residency, they must first register as 4Life Affiliates of their home countries.

#### 2.2. New Affiliate Registration.

To become a 4Life Affiliate, you must complete the following steps:

面簽署後方可生效。一方放棄對他方某一個別違約 行為請求之權利不影響追究任何隨後之違約行為的 權利,亦不會以任何方式影響任何其他會員的權利 或義務。 4Life 延遲或忽略行使因違約行為而產生 的任何權利,亦不會影響或損害 4Life 追究該違約 行為或任何隨後之違約行為的權利。

任一方任何索賠或起訴事由之存在,均不應構成對 一方執行合約中任何條件或條款的阻礙。

#### 2. 成為會員

#### 2.1. 成為會員的條件

欲成為 4Life 會員,每位申請人必須符合以下條件:

- 達到法定成年年齡 20 歲(已婚者,男子須年滿 18 歲,女子須年滿 16 歲,亦達法定成年年齡),如果年滿 18 歲未滿 20 歲,需經由法定代理人簽名的書面許可。
- 持有有效中華民國國民身分證。
- 向 4Life 提交填寫正確,且已簽名的會員入會申請書(公司保留拒絕任何新會員資格申請或續約申請的權利)。
- 購買 4Life 會員事業套裝。
- 外籍人士必須持有永久居留證效期達6個月以上者,擁有合法居留權(若為中國大陸人士, 則為在台持有長期居留證者)。
- 不具有永久居留權之外籍人士,則必須先在 其母國國籍的 4Life 公司註冊成為會員。

#### 2.2. 新會員入會



- 1. Complete the registration through the 4Life official website, complete the online purchase of the "4Life Affiliate Business Pack", and obtain the Affiliate number.
- 2. Starting from the day of registration, submit the original "Affiliate Application Form" in person or mail to 4Life Taiwan office within 30 days. If the company does not receive the original document within 30 days, the Affiliate's application will be deemed incomplete and will not be eligible to receive bonus payments.

For those who join through the above methods, their Affiliate numbers will only take effect after the first order is completed. Purchasing 4Life products or services is not a requirement for membership. However, for new members to be familiar with 4Life's products, services, sales techniques, sales aids, and other matters, new members must purchase the Affiliate Business Pack.

#### 2.3. Affiliate Benefits.

Once an Affiliate Agreement has been accepted by 4Life, the benefits of the Life Rewards Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:

- Purchase 4Life products at member prices.
- Participate in the Life Rewards Plan (receive bonuses and commissions, if eligible);
- Receive periodic 4Life literature and other 4Life communications;
- Subscribe to a MyShop account to facilitate the easiest online enrollment and buying experience for his or her customers;
- Participate in 4Life-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 4Life for its Affiliates.

#### 2.4. Subscription Fee.

The term of this Agreement is one year from the date of enrollment as an Affiliate. There is a minimal subscription fee as determined by the Company which is due on each anniversary date. If the renewal fee is not paid within 30 days from the expired date of the

2. 於註冊當日算起,於30日內書面遞交或郵 寄繳交「會員入會申請書」正本至4Life台灣分公 司。若公司於30日內未接獲正本文件,則該會員 之入會申請將視為未完成,且不具經營權及獎金領 取資格。

透過上述方式加入者,其會員編號將於第一筆訂單成立後才會生效啟動。購買 4Life 的產品或服務不是成為會員的必要條件。但是,為使新會員熟悉 4Life 的產品、服務、銷售技巧、銷售輔助資料和其他事物,新會員必須購買會員事業套裝。

#### 2.3. 會員可享有的權益

當 4Life 同意會員合約,新會員即可享有獎勵計畫 及會員合約之權益,包含以下:

- 以會員價購買 4Life 產品。
- 透過參與 4Life 獎勵計畫,完成階段性目標 (取得目標級別),可獲得紅利與佣金。
- 不定期收到由 4Life 發行之文宣刊物。
- 擁有 4Life 個人專屬網站(以下簡稱 MyShop)帳號,以促成其客戶最簡易的上網註 冊及購物經驗。
- 參與由 4Life 所主辦的各項教育訓練、大型 表揚活動及其他軟性課程。
- 参加由 4Life 為其會員在當地所主辦的各項短期獎勵競賽。

#### 2.4. 會員續約說明

會員合約自 4Life 核准之日起 1 年內有效。會員必須在其會員合約期滿 1 年之日支付公司制訂的年度續約費。續約費將在會員合約期滿之月,由會員的紅利與佣金中扣除。如果在現有的會員合約期滿之日起 30 天內未支付續約費,會員合約將被解除或



existing membership contract, the membership contract will be cancelled or terminated. The subscription fee will be deducted from the Affiliate's bonus earnings on the annual anniversary month of the Agreement, or at such a point as the Affiliate's earnings are sufficient to cover the subscription fee. In order to ensure that an Affiliate is following the "spirit" as well as the "letter" of Company Policies and that the Affiliate is operating his/her Affiliate Account in an ethical manner consistent with the image and character of 4Life, all renewals are subject to acceptance by the Company. Failure to renew shall result in the cancellation of the Agreement.

終止。若無特殊可被接受之情況,所有合約都在 1 週年期滿之日自動續約,續約費將在會員合約期滿之月,由會員的紅利與佣金中扣除。如果紅利與佣金不足以支付續約費,將在會員的帳戶中記帳,直到金額足夠可以支付。為確保會員有遵循本政策之精神及文義,且會員係以符合 4Life 之形象及特色之道德方式從事會員行為,所有的續約都須經過公司同意。若未能續約本合約即終止。

#### 3. Operating a 4Life Business

#### 3.1. Marketing and Training Systems.

Affiliates shall describe the Life Rewards Plan as set forth in Official 4Life Materials. Affiliates shall not offer the 4Life opportunity through, or in combination with, any marketing or training system, program, or method of marketing that is inconsistent with Official 4Life Materials. Affiliates shall not require, recommend or encourage other current or prospective Retail Customers, Preferred Customers or Affiliates to execute any agreement or contract other than official 4Life agreements and contracts in order to become an Affiliate.

Similarly, Affiliates shall not require or encourage other current or prospective Retail Customers, Preferred Customers or Affiliates to make any purchase from, or payment to, any individual or entity to participate in the Life Rewards Plan other than those purchases or payments identified as recommended or required in Official 4Life Materials.

#### 3.2. Advertising.

All Affiliates shall safeguard and promote the good reputation of 4Life and its products. The marketing and promotion of 4Life, the 4Life opportunity, the Life Rewards Plan, and 4Life products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. 4Life specifically prohibits the use of mass unsolicited telephone autodialing, faxing, email ("spam"), and "boiler-room" telemarketing operations.

#### 3. 經營 4Life 業務

#### 3.1. 業務及教育系統

會員必須遵守 4Life 正式文件所述之 4Life 獎勵計畫的條款。會員不應透過或結合任何其他業務及教育系統、計畫,或不符合 4Life 正式文件的行銷方案。會員不應要求或鼓勵其他現有或潛在客戶或會員,以任何不同於 4Life 正式文件所述計畫的方式參加 4Life 。會員不應要求或鼓勵其他現有或潛在客戶或會員簽署非 4Life 正式合約的任何合約,以成為 4Life 會員。

同樣,會員不應要求或鼓勵其他現有或潛在客戶或 會員,向任何個人或其他營利事業進行除了 4Life 正式文件建議所要求的購買、付款之外的任何行 為,以參加 4Life 獎勵計畫。

#### 3.2. 廣告宣傳

所有會員皆有責任維護 4Life 及 4Life 產品的良好聲譽。對 4Life 事業機會、獎勵計畫,以及 4Life 產品與服務之宣傳,必須符合公共利益,且避免任何無禮、欺詐、誤導、不道德或具有性表示之行為或動作。4Life 明確禁止使用大規模電話自動撥號、傳真、電子郵件等方式來進行廣告宣傳。

為宣傳 4Life 提供的產品和事業機會,會員必須使用 4Life 製作的銷售輔助資料和支援材料或會員向



To promote both the products and the opportunity 4Life offers. Affiliates must use only the sales aids and support materials produced by 4Life or those which have been submitted to 4Life and approved by the Company in writing. Any changes to the material after written approval has been issued shall require that the revised material be re-submitted to 4Life and receive separate written approval before it can be used. If an Affiliate submits material to 4Life for approval, the request shall be deemed denied unless the Affiliate receives specific written approval. Affiliates receiving written approval for sales aids and support materials they produce may provide such materials to other Affiliates for use. 4Life may revoke its authorization for use of Affiliate-produced materials at its discretion, and Affiliates waive any and all claims and causes of action against 4Life for such revocation.

Online Advertising, Marketing, and Promotion

It is the Affiliate's obligation to ensure his or her online marketing activities comply with these Policies, are truthful, are not deceptive and do not mislead potential Retail Customers, Preferred Customers, potential Affiliates, or Affiliates in any way. Websites and web promotion activities (which include, but are not limited to, Social Media sites) and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This includes, but is not limited to, spam linking (or blog spam), unethical, or misleading search engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a pay-per-click campaign appear to route to an official 4Life corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases.

#### MyShop

The term MyShop refers to the MyShop account offered by 4Life. MyShop accounts facilitate the easiest online enrollment and buying experience. Because a MyShop website resides on the 4life.com domain, 4Life reserves the right to receive analytics and information regarding the usage of that website.

By default, MyShop website URLs are <a href="https://www.4life.com/<Affiliate's">www.4life.com/<Affiliate's</a> 4Life ID #>. Upon approval from 4Life's Compliance Department, this default ID may be changed; however, the change cannot:

公司呈交並獲得公司事先核准之資料。若公司核准之資料有任何變更,會員應呈交變更後之資料重新申請。除非會員獲得使用資料的明確書面核准,否則其請求將被視為拒絕。會員取得書面核准後得提供該資料給其他會員使用。公司保有撤銷同意會員使用自行製作輔助資料的授權,會員放棄任何或所有關於該撤銷的索賠及訴訟行為之權利。

#### 網路廣告、行銷及推廣

會員有義務確保其網路行銷活動符合本政策,係真實、不具有欺騙性且不會以任何方式誤導潛在零售客戶、潛在會員或會員。任何透過網路所舉辦的銷售活動(包括但不限於社群媒體),均不能有任何誤導或欺騙的意圖。此包括但不限於電子垃圾郵件(或 blog spam )、不道德且具誤導性的搜尋引擎優化(SEO)、誤導性點擊廣告(例如:顯示連結到 4Life 官方網站的 URL 點擊付費廣告,實際卻是連結到其他外部網站)、或是其他未經 4Life 批准的數位化廣告或是新聞稿。

#### 4Life 個人專屬網站(MyShop)

MyShop 是指由 4Life 為會員提供的個人網站。 MyShop 能為會員在線上推廣及新會員召募時,帶來更即時且更方便的購物體驗。

由於 MyShop 是建立在 4life.com 的網域,因此 4Life 保留接收有關該網站使用情況的分析和資訊的權利。

在預設情況中, MyShop 網址為 www.4life.com/<4Life 會員編號>。 當發生以下狀況,且經 4Life 相關部門核准後,此預設會員編號有可能被改變,但不能:



- a. Be confused with other portions of the 4Life corporate website;
- b. Confuse a reasonable person into thinking they have landed on a 4Life corporate page;
- c. Be confused with any 4Life team name;
- d. Contain words that imply product or income claims, or any discourteous, misleading, or off-color language that distracts from 4Life's image.

4Life reserves the right to approve all MyShop website information.

#### **External Websites Approved by 4Life**

The term External Website refers to an Affiliate's own personal website, or other web presence that is used for an Affiliate's 4Life business, but which is not hosted on 4Life's servers and has no official affiliation with 4Life. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes 4Life products and/or the 4Life opportunity is considered an External Website. An Affiliate is allowed to have an External Website to personalize his or her 4Life business and promote the 4Life opportunity, but said External Website must be approved by 4Life. If an Affiliate wishes to develop an External Website, he/she must do so as follows:

- a. Submit an executed External Website Sales Agreement to 4Life's Compliance Department at <a href="mailto:compliance@4life.com">compliance@4life.com</a>, and receive 4Life's approval in advance of being available for public viewing;
- b. Submit the content of the External Website to 4Life for approval in advance of being available for public viewing. 4Life reserves the right to disapprove of any External Website, and the Affiliate waives all claims against 4Life should such authorization be rescinded;
- c. Adhere to the branding and image usage policies described in these Policies;
- d. Agree to modify the External Website to comply with current and future Policies;
- e. Agree to terminate the External Website upon Cancellation of the Affiliate's Affiliate Agreement.

#### **External Website Content**

The Affiliate is solely responsible and liable for his or her own website content, messaging, claims, and information and must ensure the External Website appropriately represents and enhances the 4Life

- 1. 網址與 4Life 官方網站的其他網址類同。
- 2. 網址讓對方誤以為進入 4Life 官網頁面。
- 3. 與任何 4Life 團隊或組織名稱混淆。
- 4. 含有任何會暗示產品或收入等的字眼,或音 譯上含有其他誤導性、不雅語言之暗示。

4Life 保留核可所有 MyShop 資訊之權利。

#### 由 4Life 所核准的外部網站

外部網站一詞是指由會員自己架構的個人網站,或 是會員以 4Life 業務為目的所使用的其他網路平 台。此外部網站並非託管於 4Life 的官方伺服器, 且與 4Life 沒有正式隸屬關係。此外,只要是以 4Life 業務為目的所使用之部落格及網路社群平台, 亦被視為所謂的外部網站。 4Life 允許會員可以有 一個外部網站,作為推廣 4Life 產品及 4Life 業務為 使用目的,前提是該外部網站必須經過 4Life 批 准,確認並無任何違反本政策的規範。若該會員要 開發外部網站,則需遵循此下述步驟:

- 1. 向 4Life 法務部門(compliance@4life.com)繳交一份簽署完成的外部網站合作協議(合約),以供 4Life 審核是否符合大眾觀看之標準,並取得 4Life 之事前同意。
- 2. 將此外部網站的所有內容,繳交給 4Life 審核,確認內容無任何違反本政策的規範,始可公開顯示。 4Life 保有修改及審查任何以 4Life 業務為使用目的之外部網站的權利,並且在終止此類授權後,該會員不得對 4Life 的最終決策申請索賠。
- 3. 該外部網站的所有文字、影像,必須遵守本政策中,對於品牌商標、收入聲明、產品聲明的使用規範。
- 4. 同意需配合本政策與規範當前及將來的所有規範,作為調整外部網站內容的依據。
- 5. 在會員資格終止之後,該名會員將遵從本政 策,終止使用該外部網站。

#### 外部網站內容

會員必須對他/她在外部網站的所有內容(文字、 影像、影音、錄音資料、所有與 4Life 相關的資訊 與聲明)、訊息、請求及資訊承擔全部的責任,並



brand and adheres to these Policies. Additionally, the website must not contain popup ads or malicious code. Decisions and corrective actions in this area are at 4Life's sole discretion. The Affiliate is solely responsible to ensure that no content appears on his or her External Website that constitutes the intellectual property of a third party. Should an action be brought against 4Life for any content on an Affiliate's External Website, the Affiliate agrees to indemnify 4Life for any loss, damage, settlement, judgment, or payment of any kind that 4Life incurs as a result of such action. The Affiliate further agrees to pay all of 4Life's legal fees and expenses associated with such action. The Affiliate agrees that 4Life may deduct any sums from any amounts owed the Affiliate as an offset against payments and expenses. If amounts owed to the Affiliate are not sufficient to cover the payments and expenses, the Affiliate agrees that he or she will make such payments to 4Life with funds from other sources.

#### **External Website Must Exclusively Promote 4Life**

An Affiliate's External Website must contain only content and information that is exclusive to 4Life. An Affiliate may not advertise other products or opportunities other than 4Life products and the 4Life opportunity.

#### **External Website Termination**

In the event of the Cancellation of an Affiliate's Affiliate Agreement, an Affiliate is required to remove its External Website from public view within three days. An Affiliate's External Website may be transferred to another Affiliate, subject to 4Life approval, on a case-by-case basis.

#### **Team Websites**

An Affiliate may use team websites for the purposes of connecting, communicating, training, educating and sharing best practices among team members.

#### **Domain Names, Email Addresses, and Online Aliases**

An Affiliate is not allowed to use or register for use "4Life" or any of 4Life's trademarks, product names, or any derivatives, misspellings, or marks that are similar to or which can reasonably be confused with the foregoing, for any Internet domain name, email address, Social Media site, blog site, or online handles or aliases. Additionally, an Affiliate may not use or

確保該外部網站須與 4Life 品牌商譽一致,且符合本政策的所有規範。此外,該外部網站不可含有彈出式廣告(pop-up ad)及其他惡意代碼(malicious code),此方面之決策及改正措施將由 4Life 單獨認定。會員應單獨負責確保其外部網站顯示之內容並無侵害第三人之智慧財產權。如果會員的外部網站內容因任何違反事宜使得 4Life 被訴訟,會員必須同意賠償 4Life 這期間所造成的所有損失及賠償。會員需同意支付給 4Life 這期間所有的法律費用,亦同意若有任何積欠之款項,將從該會員在 4Life 獎金中直接扣除。若獎金不足以支付賠償費用,則會員將無異議同意 4Life 從他/她其他來源的資金中扣除。

#### 外部網站必須只能以推廣 4Life 業務

會員使用的外部網站,必須僅以 4Life 產品或 4Life 業務為唯一資訊。會員不得在該外部網站趁機宣傳 其他產品或其他業務的資訊。

#### 外部網站終止使用

若會員決定解除或終止會員資格,則他/她必須在完成解除或終止會員資格後的3天之內,將其外部網站關閉。4Life 將視情況核准,該外部網站是否可轉移至其他會員使用。

#### 團隊使用的外部網站

會員可以以團隊的名義經營外部網站,作為團隊成 員之間聯繫、交流、培訓、教育及分享最佳實務等 使用目的。

#### 網域名稱、電子郵件、網路用之別名(外號)

會員不得在公司為他/她的外部網站上特有之網域 名稱/URL(網站來源位置)、電子郵件、甚至是 網路用之別名使用"4Life"或是4Life 商標作為名 稱命名,包括但不限於標籤、連結、網誌名稱、社 群網站。此外,會員亦不得在網域名稱、電子郵 件、網路用之別名(外號)的命名,涉及任何會引



register domain names, email addresses, Social Media addresses, web or Social Media handles, or names and/or online aliases that could cause confusion, be misleading or deceptive, or which may cause individuals to believe or assume the website or communication is from, or is the property of, 4Life.

#### **4Life Hotlinks**

When directing readers to the Affiliate's External Website or an Affiliate's MyShop website, it must be evident to a reasonable reader, from a combination of the link, and the surrounding context, that the link will be routing to the site of an Affiliate. Attempts to mislead web traffic into believing they are going to a 4Life corporate site, when in fact, they land at an Affiliate's External Website or an Affiliate's MyShop website are not allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at 4Life's sole discretion.

An Affiliate's External Website may not link to any other site than a MyShop website. An Affiliate may place inbound links to his or her External Website, but sites from which the Affiliate links must not contain any violent, hateful, pornographic, or illegal content or any other content which may damage 4Life's reputation. Whether content is or may be damaging to 4Life's reputation shall be in the sole discretion of 4Life.

#### **Online Classifieds**

An Affiliate may use online classifieds to list, sell or retail specific 4Life products or product bundles. An Affiliate may use online classifieds for prospecting, recruiting, sponsoring and informing the public about the 4Life business. Within the online classified text, the Affiliate must identify himself or herself as a "4Life Independent Affiliate" and provide the content for the classified message to 4Life in advance of use for prior approval. If a link or URL is provided, it must link to the Affiliate's own MyShop website or the Affiliate's External Website. The link or URL may not be linked to the MyShop of any other Affiliate or Preferred Customer.

#### **Banner Advertising**

An Affiliate may place banner ads on a third-party website provided the Affiliate uses 4Life-approved templates and images. All banner advertisements

起混亂、誤導或欺騙的文字,導致閱覽人誤認該網域為 4Life 官方所有。

#### 4Life 連結

所有試圖引導網路使用者連結到會員的個人外部網站或 MyShop 網址的文字與視覺,必須明確呈現該連結是引導至該會員的個人外部網站或 MyShop。 任何試圖誤導網路使用者該連結為 4Life 官方網站,實際上卻是該會員的個人外部網站或 MyShop的行為,將不被允許。 4Life 將保有該行為是否有誤導之嫌疑的最終決策權。

會員的外部網站,將不可連結至 MyShop 以外的其他網站。會員可以在其他網站提供連結到他/她的網站或網頁,但該網站不得包含任何暴力、仇恨、色情或其他非法內容,或是可能涉及損害 4Life 商譽的連結。 4Life 將保有該行為是否有誤導之嫌疑的最終決策權。

#### 線上分類廣告

會員在網路銷售 4Life 產品時,可以依 4Life 台灣官網(https://taiwan.4life.com/corp/shop)作為分類廣告的依據,亦可將商業機會推廣、召募在線上做分類廣告。但會員必須將自己標示為「 4Life 會員」,且資訊內容必須先提供給 4Life 事先審核。如果提供網路連結或 URL(網站來源位置),僅能以會員自身的外部網站及 MyShop 為主。該連結或 URL 不得連到其他會員之 MyShop 頁面。

#### 網路廣告

會員可以在第三方網站放置網路廣告,前提為該會 員必須使用 4Life 批准的影像及文字。所有網路廣



must link to the Affiliate's MyShop website or the Affiliate's External Website. An Affiliate may not use blind ads or web pages that make product or income claims that are ultimately associated with 4Life products or the 4Life business opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage 4Life's reputation. Whether content is or may be damaging to 4Life's reputation shall be in the sole discretion of 4Life.

#### **Spam Linking**

Spam Linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums. An Affiliate may not engage in spam linking. This includes blog spamming, blog comment spamming, and/or spamdexing. Any comments an Affiliate makes on blogs, forums, guest books, etc., must be unique, informative and relevant.

# Digital Media Submission (YouTube, iTunes, PhotoBucket, etc.)

An Affiliate may upload or publish any 4Life-related video, audio or photo content that the Affiliate develops and creates as long as it aligns with 4Life values, contributes to the greater good of the 4Life community, and is in compliance with these Policies. An Affiliate must clearly identify himself or herself as a "4Life Independent Affiliate" in each submission in the content itself and in the content description tag and the Affiliate must comply with all copyright and legal requirements.

#### Sponsored Links / Pay-Per-Click Ads

Sponsored links or pay-per-click ads are acceptable. The destination URL must be to either an Affiliate's MyShop website or to an Affiliate's External Website. The display URL must also be to either an Affiliate's MyShop website or to an Affiliate's External Website and must not portray any URL that could lead the user to assume he or she is being led to a 4Life corporate site or be inappropriate or misleading in any way.

#### **Social Media**

Social Media may be used by an Affiliate to share information about 4Life. However, an Affiliate who

告必須只能連結到該會員的 MyShop 或是該會員的 外部網站。會員亦不得在任何軟性廣告 (Blind ads) 或網頁上有任何與 4Life 產品聲明或 4Life 收 入聲明相關之虛假與誤導性資訊。網路廣告所放置 之網站不得包含任何暴力、仇恨、色情或其他非法 內容,或是可能涉及損害 4Life 商譽的誤導性資 訊。 4Life 將保有該行為是否有誤導之嫌疑的最終 決策權。

#### 垃圾連結

垃圾連結(Spam linking)的定義為複數且重複到內容相同或類似之網站、維基百科、留言板、網站或其他公眾可接觸之網路討論平台。會員不得使用垃圾連結,包含垃圾部落格、垃圾部落格留言及/或垃圾索引。會員在部落格、論壇、留言板等網站之任何評論,必須是唯一的、內容詳實且相關的。

#### 數位影音平台(YouTube, iTunes, PhotoBucket等)

會員可以製作或上傳任何與 4Life 產品及 4Life 業務相關的影像、音頻或影片,前提是這些內容資訊必須是真實、準確且無誤導、並遵守本政策之規範,與 4Life 的價值觀保持一致,並能為 4Life 推廣帶來更正面的效益。會員必須在上傳的內容及內容描述明確表明自己是「 4Life 會員」並遵循所有著作權及法律要求。

#### 贊助連結/點擊付費廣告

贊助商連結或點擊付費廣告是可以被接受的,前提 是網站連結或 URL(網站來源位置)必須是會員的 外部網站或 MyShop。顯示網址亦必須導向會員 MyShop 網站或會員外部網站,並且不得描繪任何 可能導致其他人認為自己正被引導至 4Life 公司網 址,或者有任何不當或誤導情事。

#### 社群媒體網站



elects to use Social Media must adhere to these Policies in all respects.

Affiliates may offer to sell 4Life products on Social Media sites. Profiles that an Affiliate generates in any social community where 4Life is discussed or mentioned must clearly identify the Affiliate as a "4Life Independent Affiliate," and when an Affiliate participates in those communities, he or she must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at 4Life's sole discretion, and the offending Affiliate will be subject to disciplinary action. Banner ads and images used on these sites must be current and must be approved in advance by 4Life. If a link is provided, it must link to the posting Affiliate's MyShop website or the Affiliate's External Website.

#### **Affiliate Is Responsible for Postings**

An Affiliate is personally responsible for his or her postings and all other online activity that relates to 4Life. Therefore, even if an Affiliate does not own or operate a blog or Social Media site, if an Affiliate posts to any such site that relates to 4Life or which can be traced to 4Life, the Affiliate is responsible for the posting. The Affiliate is also responsible for postings by others that appear on any blog or Social Media site that the Affiliate owns, operates, or controls.

#### Identification as a "4Life Independent Affiliate"

An Affiliate must disclose his or her full name on all Social Media postings, and conspicuously identify himself or herself as a "4Life Independent Affiliate." Anonymous postings or use of an alias are prohibited.

#### Sales and Enrollments from Social Media Sites

Online sales and/or enrollments may only be generated from an Affiliate's MyShop website or an Affiliate's External Website.

#### False statements and communication

The statements made by Affiliates on all social media platforms are forbidden to communicate in exaggerated, false, misleading, or deceptive ways. This includes, but is not limited to, 4Life business

會員可以使用社群媒體網站分享有關 4Life 產品及 4Life 業務的公開資訊。然而,會員在使用任何社群 媒體時,必須遵守本政策的相關規範。

會員被認可可以使用個人社群媒體網站,作為公司產品之銷售與推廣。然而,會員在個人社群媒體網站的個人簡介(Profile)中,必須清楚說明他/她為「4Life 會員」,且會員在社群內的溝通,必須遵守網路禮儀與社群規範,他/她必須避免進行不恰當的對話、評論、圖像、影片、音頻或任何其他涉及成人、褻瀆、歧視或不雅的內容。 4Life 將保有該行為是否有涉及不恰當內容的最終決策權,任何有違規之言語或對話, 4Life 將可視情況進行處分。任何在社群媒體網站所使用的數位廣告及影像必須是最新的,並且必須事先獲得 4Life 的許可。如果提供網路連結,則必須連結到該會員的 MyShop 或是該會員經核准的外部網站。

#### 會員應為個人發文承擔言論責任

會員在他/她的社群媒體的所有言論,皆須承擔個人的言論責任。因此,即便會員不擁有或經營該部落格或社群網站,若會員在該網站有與 4Life 相關或可以被連結到 4Life 的發文,該會員即應為該文負責。會員也應該為其擁有、營運或控制之任何部落格或社群媒體網站上之其他人之發文負責。

#### 會員在社群媒體網站的定位與命名

會員必須在所有社交媒體發布中披露其全名,並將 自己標示為「 4Life 會員」。會員不得使用匿名或 其他別名。

#### 在社群媒體網站的銷售和註冊

所有在社群媒體發生的銷售及註冊,只能從會員的 MyShop 或是會員的外部網站連結。

#### 不實的發言及溝通

會員在所有社群媒體上的發言,禁止以誇張不實、 誤導或欺騙的方式溝通。這包括但不限於與 4Life 商業機會、 4Life 產品和/或會員的見證分享。



opportunity claims, 4Life products claims and/or members testimonials.

#### **Use of Third-Party Intellectual Property**

If an Affiliate uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Affiliate's responsibility to ensure that he or she has received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the Affiliate must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

#### **Respecting Privacy**

An Affiliate must always respect the privacy of others in postings. An Affiliate must not engage in gossip or advance rumors about any individual, company, or competitive products.

#### **Professionalism**

An Affiliate must ensure that his or her postings are truthful and accurate. This requires that the Affiliate fact-check all material posted online. The Affiliate should also carefully check postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

#### **Prohibited Postings**

An Affiliate may not make any postings, or link to any postings or other material that are:

- a. Sexually explicit, obscene, or pornographic;
- b. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c. Graphically violent, including any violent video game images;
- d. Solicitous of any unlawful behavior;
- e. Engaged in personal attacks on any individual, group, or entity;
- f. In violation of any intellectual property rights of the Company or any third party.

#### **Responding to Negative Posts**

#### 使用第三方的智慧財產或專有資訊

若會員使用任何第三方的商標、商號、服務標誌、 版權以及著作權資料,會員有義務確保其已取得適 當的授權並已支付相關費用。所有第三方的智慧財 產權都應該被適當的表明為第三方的財產,會員應 遵循第三方關於使用其智慧財產權之限制與條件。

#### 尊重隱私

會員在社群媒體上的言論必須尊重他人隱私。會員 不得散佈八卦或任何個人、公司、競爭產品的不實 謠言。

#### 保持專業

為維持其專業形象,會員在社群媒體上的言論必須 保持真實、準確。這包括應確認所有在社群媒體上 的資料必須符合事實。會員亦有責任確定所有文 字、標點符號及語法是否有錯誤。帶有歧視及不雅 的言論更是被禁止的。

#### 禁止張貼

會員禁止張貼以下發文、至該發文之連結或其他資 料:

- 1. 淫穢或色情的圖文資訊。
- 2. 令人反感、褻瀆、仇恨、威脅、誹謗、騷擾 或歧視(無論是基於種族、信仰、宗教、政治、 性別、性取向或身體殘疾等)。
- 3. 涉及暴力之圖文,包括任何暴力的影片或遊戲。
- 4. 任何涉及非法的行為。
- 5. 對任何個人、團體進行人身攻擊。
- 6. 侵犯公司或任何產品的智慧財產權。

#### 對負面訊息的回覆



An Affiliate is prohibited from conversing with others who place a negative post against them, other Affiliates, or 4Life. The Affiliate should report negative posts to 4Life's Compliance Department at <a href="mailto:compliance@4life.com">compliance@4life.com</a>. Responding to such negative posts often simply fuels a discussion with people carrying a grudge who do not hold themselves to the same high standards as 4Life, and therefore damages the reputation and goodwill of 4Life.

#### **Social Media Sites with Website-like Features**

Because some Social Media sites are particularly robust, the distinction between a Social Media site and a website may not be clear-cut. 4Life therefore reserves the sole and exclusive right to classify certain Social Media sites as websites and require that an Affiliate's use, or desire to use, such sites adheres to the Policies relating to External Websites.

### Promotion of Other Direct Selling Businesses Through Social Media

In addition to meeting all other requirements specified in these Policies, should an Affiliate utilize any form of Social Media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Affiliate agrees to each of the following:

- a. To generate sales and/or enroll an Affiliate, a Social Media site must link only to the Affiliate's MyShop website or the Affiliate's External Website.
- b. Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote 4Life products or the 4Life business opportunity may not link to any website, Social Media site, or site of any other nature, other than the Affiliate's MyShop website or the Affiliate's External Website.
- c. During the term of this Agreement and for a period of twelve (12) calendar months thereafter, an Affiliate may not use any Social Media site on which he or she discusses or promotes, or has discussed or promoted, the 4Life business opportunity or 4Life products to directly or indirectly solicit 4Life Affiliates for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an

為保護公司及會員的雙方權益,當有任何不利於 4Life 或是其他會員的資訊時,會員盡量以不對任何 人發言為行為準則。會員可將此負面資訊留存並寄 發電子郵件至 4Life 法務部門

(compliance@4life.com)。對於此類負面訊息之回應,通常只會引起人們輿論、讓有心人士趁機操弄,而這些人並不符合 4Life 重視的行為準則,此行為也只會間接損害 4Life 公司及會員的聲譽。

#### 具有與傳統網站相似功能的社群媒體

由於社群媒體的發達,越來越多的社群媒體與傳統網站之間的區隔將更不明確。因此,4Life 保留將某些社交媒體歸類為網站的唯一專有權利,並要求會員對這些社群媒體的使用或使用目的應遵守外部網站相關政策。

#### 使用社群媒體來推廣直銷業務

除了需遵守本政策的規範之外,如果會員使用任何 形式的社群媒體,包括但不限於 Facebook, Instagram, Line, Twitter, LinkedIn, YouTube 或 Pinterest, 需同意 以下守則:

- 1. 所有在社群媒體發生的銷售及新會員註冊, 只能從會員的 MyShop 或是會員的外部網站連 結。
- 2. 除 Pinterest 和其他類似的社群媒體以外,任何由會員直接或間接運營或控制的網站、用於討論或宣傳 4Life 產品或 4Life 業務的社群媒體,均不得連結到其他外部網站、社群媒體網站。
- 3. 在本合約有效期內以及此後的 12 個月內,會員不得使用與其他 4Life 會員的任何討論或推廣、或已經討論或已經推廣 4Life 業務或 4Life產品的任何社群媒體,直接或間接要求 4Life會員參與其他直銷或網絡營銷計畫(統稱為「直銷」)。為符合此規範,會員不得採取任何合理可預見會引發其他會員關於該會員其他直銷活動問題的行為。違反此規定將構成違反第 3.18 節中的「利益衝突 / 不招攬」之行為規範。
- 4. 如果會員在任何宣傳與 4Life 產品或業務相關的社群媒體建置了相關頁面,該頁面內容必須只能以 4Life 產品或業務相關。如果會員的會員資格因任何原因被解除或終止,則該會員應停用在社群媒體介紹 4Life 產品或業務的頁面。



inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the Non-Solicitation Policy in Section 3.18.

d. If an Affiliate creates a business profile page on any Social Media site that promotes or relates to 4Life, its products, or opportunity, the business profile page must relate exclusively to the Affiliate's 4Life business and 4Life products. If the Affiliate's 4Life business is cancelled for any reason, or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

# 3.3. <u>Participation in 4Life Corporate Marketing</u> Efforts.

4Life encourages Affiliate participation in the Company's marketing efforts, and Affiliates may submit their marketing ideas to the Company. Likewise, Affiliates are encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as other Affiliates. All submissions to the Company, including those coming by way of verbal participation in Company-sponsored telephone calls, become the property of 4Life.

All Company-sponsored telephone calls and all other marketing materials are copyrighted material owned by 4Life and are intended for Affiliates' individual use. Any rebroadcast, reproduction, or distribution of this copyrighted material for purposes other than building a 4Life business without the express written consent of 4Life is prohibited.

#### 3.4. <u>Telemarketing Techniques.</u>

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Affiliates are not "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that an Affiliate's inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause the Affiliate to violate the law. Moreover, these regulations must not be taken lightly, as they carry

#### 3.3. 參與 4Life 公司會議及業務活動

4Life 鼓勵所有會員參與公司的會議及業務活動,並透過活動現場與其他會員交流並分享觀點。並且,會員也被鼓勵參加所有公司舉辦的電話會議,以便與公司領導人及會員互動與分享想法。向公司呈交的所有資料,包括口頭參與公司舉辦的電話會議的發言,皆為 4Life 資產。

公司舉辦的所有會議都是 4Life 擁有著作權的資料,僅供會員個人使用。未經 4Life 書面許可,禁止轉播、複製或分發這些具有著作權的資料。

#### 3.4. 電話銷售技巧及相關規範

儘管從傳統定義上,4Life 會員並非「電話推銷 員」,但部分當地政府對「電話推銷員」和「電話 推銷」一詞進行了廣泛定義,甚至有相關規範來約 束電話推銷的行為,因此亦不能掉以輕心。

因此,會員不得從事電話銷售。所謂的「電話銷售」是指個人一次大量撥打多個電話,以誘使對方購買 4Life 產品或進行召募。向陌生客戶進行「陌生電訪」之行為亦被禁止。「電話銷售」僅在以下情況可被允許:

1. 會員與客戶已建立良好的「業務關係」。所謂良好的「業務關係」是指會員與客戶之間,



significant penalties.

Therefore, an Affiliate must not engage in telemarketing in the operation of his or her businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a 4Life product, or to recruit them for the 4Life opportunity. "Cold calls" made to prospective Preferred Customers that promote either 4Life products or the 4Life business opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Preferred Customer (a "prospect") is permissible under the following situations:

- a. If the Affiliate has an established business relationship with the prospect. An "established business relationship" is a relationship between an Affiliate and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product.
- b. If the prospect has made a personal inquiry or application regarding a product offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.
- c. If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- d. An Affiliate may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom an Affiliate has at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if the Affiliate engages in "card collecting" with everyone he or she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if an Affiliate engages in calling "acquaintances," he or she must make such calls on an occasional basis only and not make this a routine practice.
- e. An Affiliate shall not use automatic telephone dialing systems or software relative to the operation of his or her 4Life business.

在電話前的 18 個月以內,已基於與潛在客戶之產品銷售、租賃、或其他金融交易建立起關係。 2. 該潛在客戶在 3 個月以內,對於會員所提供的產品及服務資訊,有任何想要深入了解的部分。

- 3. 該潛在客戶已簽署同意會員電話拜訪的同意 書,並同意會員可以進行電話拜訪。該授權書必 須表明可以撥打的電話號碼。
- 4. 會員可以致電給其親屬、好友及熟識的朋友,進行電話拜訪。所謂「熟識的朋友」的定義,是指在最近3個月以內,有任何面對面互動的友好關係。請謹記,會員若是以收集名片的方式匯集名單,並針對該名單進行電話拜訪,將被認定為「電話銷售」的形式,此行為不被允許。因此,與「熟識的朋友」的互動模式僅限於偶爾為之,不得為固定做法。
- 5. 4Life 禁止會員使用任何自動化電話招攬設備 或電話銷方式,以宣傳或推廣 4Life 產品及事業 機會。
- 6. 會員不得以預錄語音的方式,大量對外播打 電話,進行電話拜訪。



f. An Affiliate shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the 4Life products or the business opportunity.

#### 3.5. Trademarks and Copyrights.

The name of 4Life and other names as may be adopted by 4Life are proprietary trade names, trademarks, and service marks. As such, these marks are of great value to 4Life and are supplied to Affiliates for their use, only in an expressly authorized manner. Affiliates must include the language noted below in any materials wherein they use 4Life's intellectual property in connection with marketing 4Life products or the 4Life business opportunity:

Affiliate's Name 4Life® Independent Affiliate

Affiliates may list themselves as a "4Life Independent Affiliate" in the white or yellow pages of the telephone directory under their own name. No Affiliate may place telephone directory display ads using 4Life's name or logo. Affiliates may not answer the telephone by saying "4Life," "4Life Research," or in any other manner that would lead the caller to believe that he or she has reached 4Life's Corporate Office. Without specific approval of 4Life, Affiliates may not use "4Life," "4Life Research," or any other trademark owned by Company in any other manner in URLs that would lead a consumer to believe that the URL is a 4Life website. Affiliates may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from 4Life; nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

In accordance with an Affiliate's strict adherence to the foregoing instruction on the use of 4Life trademarks, 4Life grants to each Affiliate, so adhering, a nonexclusive license to use said marks. Said license may be revoked at any time at the discretion of 4Life and will be automatically revoked upon an Affiliate's Cancellation or termination.

3.6. Media and Media Inquiries.

#### 3.5. 商標與版權

4Life 名稱、其他可能使用的名稱為公司之商標。商標和著作權是公司的重要資產,僅有經本政策規定特別授權或另外獲得公司的書面許可,會員才能使用。會員為銷售 4Life 產品或 4Life 業務機會而使用4Life 智慧財產權時必須標註下列文字:

#### 會員之姓名 4Life® 會員

會員在電話黃頁或白頁得將「4Life 會員」列於其姓名之下。會員不得於電話簿使用 4Life 之名稱或商標。所有會員必須在對外公開的廣告中,需將自己列為「4Life 會員」。會員在接聽電話時不能自稱「4Life」、「美商福萊公司」,或能夠使致電者認為他/她是致電 4Life 公司辦公室的任何其他稱呼。未得 4Life 的具體授權,會員不得於網址連結使用「4Life」、「4Life Research」或其他公司擁有之商標以使消費者誤認該網址連結為該網址連結為 4Life 網站。沒有 4Life 的書面許可,會員不能出於銷售或任何其他目的製作公司活動與演講的任何記錄。會員也不能出於銷售或個人使用的目的複製公司製作的任何影音記錄。

有鑑於會員嚴格遵守使用 4Life 商標的上述說明, 4Life 允許每位遵守此規定的會員以非獨佔的方式使 用上述標誌。 4Life 可隨時決定取消上述許可。且 當會員解除或終止經營權時,上述許可亦將自動撤 銷。

3.6. 媒體詢問



Affiliates must not attempt to respond to media inquiries regarding 4Life, its products, or their independent 4Life business. All inquiries by any type of media must be immediately referred to 4Life's Corporate Office.

#### 3.7. Business Entities as Affiliates.

When a Business Entity (corporation, partnership, limited liability company or trust) becomes an Affiliate, the Affiliate must submit a Business Entity Information Form along with the appropriate Entity Documents (certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents or other required documents) to 4Life. A 4Life business may change its status under the same Sponsor from an individual to a partnership, corporation, limited liability company, or trust, or from one type of entity to another. To do so, the Affiliate must provide the Entity Documents to 4Life. The Affiliate Application must be signed by all shareholders, partners, members or trustees. Shareholders, officers, partners, members, trustees and beneficiaries of the Business Entity are jointly and severally liable for any indebtedness or other obligation to 4Life. The Entity Documents may be submitted to 4Life through 4Life's Customer Service Department by mail. An Affiliate that is a Business Entity may change to an individual by contacting 4Life's Customer Service Department by phone or in person

#### 3.8. Changes to the 4Life Business.

An Affiliate must immediately notify 4Life of all changes to the information contained on his or her Affiliate Agreement. Affiliates may modify their existing Affiliate Agreement (i.e., change a tax identification number) by submitting a written request, a properly executed Affiliate Agreement, and appropriate supporting documentation. Changes to the 4Life Business may be communicated to 4Life through 4Life's Customer Service Department by phone or email at <a href="mailto:taiwancs@4life.com">taiwancs@4life.com</a>. A 4Life business will receive a separate IRS Form 1099.

# 3.9. Addition and Removal of Co-Applicants. When adding a co-applicant to an existing 4Life business, the Company requires a written request as well as a properly completed Affiliate Agreement containing the applicant's and co-applicant's tax

會員不可以回答媒體關於 4Life 、其產品或其他獨立 4Life 業務之問題。任何媒體接觸或詢問均應轉介到 4Life 台灣分公司處理。

#### 3.7. 以營利事業作為會員

公司、合夥、股份有限公司或信託可以透過向 4Life 呈交其公司執照、合夥合約、營利事業表格(或其它必須文件),申請成為 4Life 會員。 4Life 業務可以在推薦人相同的情況下,將其身分由個人變更為合夥、公司、股份有限公司或信託,或由一種營利事業變更為另一種營利事業。要這樣做,會員必須向 4Life 提供實體文件。會員申請書必須由所有的股東、合夥人、社員或受託人簽署。股東、高階主管、合夥人、社員、受託人及受益者必須共同與各自承擔對 4Life 的債務或其他義務。實體文件正本請郵寄至 4Life 台灣分公司。營利事業亦可申請轉換為個人會員。

#### 3.8. 4Life 業務變更

會員必須立即向 4Life 通知其會員合約中所含資訊的所有變更。會員可以透過呈交書面申請、正確簽署的會員合約,以及適當的證明文件修改其現有的會員合約。所有的變更請致電 4Life 台灣分公司客服部門或寄發電子郵件至 taiwancs@4life.com 確認。

#### 3.9. 增加或移除共同申請人

在現有的 4Life 業務中增加共同申請人時,會員需要提出正式的書面申請和正確填寫的會員入會申請書,其中包括申請人和共同申請人的身分證字號與



identification numbers and signatures. When removing a co-applicant from an existing 4Life business, the Company requires a written and notarized request from the co-applicant, as well as a properly completed Affiliate Agreement containing only the applicant's tax identification numbers and signature. Documents relating to adding or removing a co-applicant may be submitted to 4Life through 4Life's Customer Service Department by mail, fax, or email at taiwancs@4life.com. To prevent the circumvention of the "Sale, Transfer or Assignment of 4Life Business" section (regarding transfers and assignments of 4Life business), the original applicant must remain as a party to the Affiliate Agreement. If the original applicant wants to terminate his or her relationship with the Company, or if the applicant and co-applicant want to change places if they are from the same Family Unit, the applicant must transfer or assign his or her business in accordance with the "Sale, Transfer, or Assignment of 4Life Business" section of these Policies. If this process is not followed, the business shall be cancelled upon the withdrawal of the original Affiliate. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in "Change of Sponsor" section of these Policies.

4Life may, at its discretion, require notarized documents before implementing any changes to a 4Life business. Please allow thirty (30) days after the receipt of the request by 4Life for processing.

#### 3.10. Management of Affiliate Account.

In the event a decision needs to be made regarding the management of an Affiliate Account, and the Affiliate Account is owned by a Business Entity or by more than one person or party, 4Life will rely upon the following for purposes of managing the Affiliate Account:

• If the Affiliate Account is owned by any form of a Business Entity, 4Life will rely upon the Entity Documents of the Business Entity for management decisions of the Affiliate Account. In the event the Entity Documents are not clear or if the decisions of those designated to make management decisions do not comprise a majority, 4Life will defer management decisions to

簽名。移除共同申請人需出具與會員入會申請書中相同身分證字號與簽名之共同申請人的書面及公證文件。關於增加或移除共同申請人的文件可透過郵寄、傳真或寄發電子郵件至 4Life 台灣分公司客服部門 taiwanCS@4life.com 辦理。為防止「 4Life 業務的出售、轉移或轉讓」章節(有關 4Life 業務的問題合約中的一方。如果原申請人必須仍然做為會員合約中的一方。如果原申請人希望解除或終止他/她與公司的關係,或來自同一家庭單位的申請人與共同申請人欲轉換位置,則必須依據「 4Life 業務的出售、轉移或轉讓」章節,轉移或轉讓他/她的業務。如果未遵循此過程,業務將在原始會員解除或終止後結束與 4Life 的合作關係。請注意,本節範圍內允許的變更不包括更改安置關係。更改安置關係將在「更改安置人」章節中敘述。

4Life 可以自行決定要求在對 4Life 業務進行任何更改前提供公證文件。請給予 4Life 收到申請後 30 天的時間,以進行處理。

#### 3.10. 經營權管理

如需對會員的經營權進行管理,且經營權由營利事業(公司行號)或多人/多方擁有,則 4Life 將根據下列原則處理:

- 如經營權屬於任何形式的營利事業(公司行號),則 4Life 將依據營利事業(公司行號)所提供的相關文件進行管理決策。若文件不明確或被指派做出管理決策者無法代表多數,則 4Life 將以會員合約上的「申請人」個人為決策者。
- 如經營權為多人所共有, 4Life 將以大多數人 為管理考量。若多數人對管理決策無法達成 共 識, 4Life 將以會員合約上的「申請人」之個人 為決策者。



the individual noted as "Applicant" on the Affiliate Agreement.

• If the Affiliate Account is owned by more than one individual, 4Life will defer to the management decisions of the majority of the individuals. In the event that a majority of the individuals cannot reach agreement regarding the management of the Affiliate Account, 4Life will defer management decisions to the individual noted as "Applicant" on the Affiliate Agreement.

#### 3.11. Change of Sponsor.

The transfer of a 4Life business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to 4Life's Corporate Office and must include the reason for the transfer. Transfers are generally only considered in one of the following three (3) circumstances:

- Within ten (10) days of the enrollment date, the Affiliate seeking to transfer submits a properly completed "Enroller and Sponsor Transfer Form (Within First Ten Days of Enrollment)" which includes the signature of the Affiliate seeking to transfer, the signature of the original Sponsor, and the signature of the original Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, an Affiliate may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description of why the Affiliate believes his or her enrollment was fraudulently induced.
- Although rarely approved, the Affiliate seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Request Form which includes the written approval of all parties whose income will or may be affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Affiliate signatures must be notarized. Transferring Affiliates must allow thirty (30) days after the receipt of the Sponsorship Transfer Request Form by 4Life for processing and verifying change requests. A transferring Affiliate's Downline shall remain in the original genealogy

#### 3.11. 變更安置人

4Life 業務由一個安置人轉讓至另一個安置人很少被允許。變更安置人的申請必須以書面方式提交至 4Life 公司,並且必須包括轉讓原因。轉讓通常只在下述三種情況中的其中之一才會被加以考慮:

- 在正式成為會員後的 10 天之內,申請轉讓之 會員提交填妥之「安置人變更申請書」,其內容 包含申請轉讓之會員之簽名、原安置人之簽名及 推薦人之簽名。
- 如果涉及欺詐原因或不道德的推薦,會員可以申請將他/她及其全部組織原封不動地轉讓至另一個組織。所有聲稱欺騙性登記的轉讓申請都將接受個案評估,並且必須在登記之日起60天內以書面方式呈交公司。申請必須包括為何會員認為他/她的參加是因欺詐導致的詳細說明。
- 雖然很少被許可,申請轉讓之會員呈交正確填寫並簽署的安置人變更申請書,其中包括將被轉讓影響收入的各方的書面核准。公司不接受影印或傳真的簽名文件。所有會員簽名都必須被公證。申請轉讓的會員必須在4Life收到安置人變更申請書後等待30天的時間,以便處理和核實變更請求。轉讓的會員的下線將保持原先的關係,並且不隨轉讓的會員而變動。但是,4Life保留依據其判斷力,以合理的業務目的而變更下線關係的權利。

放棄索賠:在合法的安置人轉換過程尚未依指定程序辦理前,針對其不同經營權下的組織發展,4Life保有組織人員最終處置的唯一審核決定權。在合法完成安置人變更之前的下線發展的紛爭是非常難以解決的,會員放棄任何/所有向公司、行政人員、主管、負責人、員工及涉及推薦人變更影響組織發展的相關事業代表索賠之權利。



and shall not be moved with the transferring Affiliate; however, 4Life reserves the right to make Downline genealogy changes at its discretion for reasonable business purposes.

Waiver of Claims. In cases wherein the appropriate sponsorship change procedures have not been followed, and a Downline organization has been developed under a different Affiliate for any reason, 4Life reserves the sole and exclusive right to determine the final disposition of the Downline organization. Resolving conflicts over the proper placement of a Downline that have developed under an organization that has improperly switched Sponsors is often extremely difficult. Therefore, THE AFFILIATE WAIVES ANY AND ALL CLAIMS AGAINST 4LIFE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM 4LIFE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS **BELOW AN ORGANIZATION THAT HAS** IMPROPERLY CHANGED LINES OF SPONSORSHIP.

#### 3.12. Cancellation and Re-Application.

An Affiliate with a high rank of Diamond Elite or lower, may change Marketing Organizations by voluntarily canceling his or her 4Life business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of 4Life products for resale, no sales of 4Life products, no sponsoring, no attendance at any 4Life functions, participation in any other form of affiliate activity, or operation of any other 4Life business) for six (6) full calendar months. Following the six-month period of inactivity, the former Affiliate may reenroll as a Preferred Customer under a new Sponsor.

An Affiliate with a high rank of Presidential or higher may change Marketing Organizations by voluntarily canceling his or her 4Life business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of 4Life products for resale, no sales of 4Life products, no sponsoring, no attendance at any 4Life functions, participation in any other form of affiliate activity, or operation of any other 4Life business) for twelve (12) full calendar months. Following the twelve-month period of inactivity, the

#### 3.12. 解除及終止與重新申請

最高級別為鑽石菁英或以下之會員可依據政策中10.4 自願解除及終止條款自願退出他/她的4Life業務並保持不活躍(即不購買4Life產品並轉售、不銷售4Life產品、不推薦、不出席任何4Life活動、参加任何其他形式的會員活動或經營任何其他4Life業務)滿6個日曆月,以變更銷售團隊。在不活躍6個月後,上述會員可以在新的推薦人名下以會員重新申請入會。

最高級別為總裁級或更高之會員可依據政策中 10.4 自願解除及終止條款自願退出他/她的 4Life 業務並保持不活躍(即不購買 4Life 產品並轉售、不銷售 4Life 產品、不推薦、不出席任何 4Life 活動、參加任何其他形式的會員活動或經營任何其他 4Life 業務)滿 12 個日曆月,以變更銷售團隊。在不活躍 12 個月後,上述會員可以在新的推薦人名下會員重新申請入會。

根據政策,任何級別會員只能有一次變更銷售團隊, 4Life 將不接受已依據本政策變更銷售團隊一次者的會員入會申請。



former Affiliate may reenroll as a Preferred Customer under a new Sponsor.

Any change in sponsorship in accordance with this Policy at any rank is limited to one time in the Affiliate's life. 4Life will not accept an Affiliate Agreement for an Affiliate wishing to change sponsors beyond the first sponsor change made in accordance with this Policy.

### 3.13. <u>Indemnification for Unauthorized Claims and</u> Actions.

An Affiliate is fully responsible for all of his or her verbal and/or written statements made regarding 4Life products and the Life Rewards Plan which are not expressly contained in Official 4Life Materials. Affiliates agree to indemnify 4Life and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by 4Life as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the Cancellation of an Affiliate's Affiliate Agreement.

#### 3.14. Product Claims.

No claims as to any products offered by 4Life may be made except those contained in Official 4Life Materials. In particular, no Affiliate may make any claim that 4Life products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. No Affiliate may use photos or other representations of 4Life products that make implied claims that 4Life products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Unless a product has been registered with any other government health department in an approved market, and the product statement made by the Affiliate is true and strictly complies with the legal requirements of the approved market, he/she should not personally or through any third party or imply that any of the company's products has been registered or approved in the United States by the U.S. Food and Drug Administration or any government health authority, including local regulatory authorities or health authorities in other markets. The U.S. Food and Drug Administration and various local health departments do not require or grant specific approvals for individual cosmetic or nutritional supplements sold

#### 3.13. 未經授權行為導致之索賠與訴訟的補償

會員對其就 4Life 產品、服務及 4Life 正式資料未明確包含的獎勵計畫做出的口頭和/或書面聲明,需 負完全責任。會員同意補償 4Life 由於會員未經授權的陳述或行為而招致的任何及所有的義務,包括判決、民事處罰、退款、律師費用、法庭費用或業務損失,並使 4Life 免受傷害。此條款在解除或終止會員合約後仍有效。

#### 3.14. 產品聲明

除非明確表明於 4Life 官方資料,會員不得做出任 何關於 4Life 提供之產品的聲明。會員不可以親自 或透過、利用任何第三人作出任何療效的聲明,或 表明或暗示公司任何產品是公司或任何政府衛生部 門所配製、設計或批准以治療任何疾病或具備醫療 效果。這些聲明將錯誤地暗示公司產品是藥物而非 保養品或營養補充品。會員不得使用照片或以其他 4Life 產品的陳述暗示公司任何產品具備醫療、診 斷、減緩或預防任何疾病之效果。除了已於核准經 營市場的其他任何政府衛生部門登記某產品,以及 會員所作的產品聲明均是真實且嚴格遵守該核准經 營市場的法律規定,否則,他/她不應該親自或透 過、利用任何第三人聲稱或暗示公司任何產品在美 國已經獲得美國食品和藥物管理局或任何政府衛生 部門,包括其他市場的當地監管當局或衛生部門的 登記或批准。美國食品和藥物管理局以及各當地衛 生部門不會要求或授予特別的批准給予公司所銷售 的個別化妝品或營養補充品。當會員對有關於營養 補充品或其他產品具有影響人體結構或功能,而對 外宣稱產品效益或見證個人使用心得時,該宣稱或 見證必須附帶以下的免責條款:



by the company. When an Affiliate claims that nutritional supplements or other products have an impact on human body structure or function, and claims the benefits of the product or witnesses personal experience, the claim or witness must be accompanied by the following disclaimers: "This product claim has not been evaluated by the U.S. Food and Drug Administration or any other local regulatory authority or health authority. This product is not intended to diagnose, treat, cure, or prevent any disease." The "structure/function" claim is for describing the role of nutritional supplements or food ingredients that can affect the normal structure or function of the human body, for example, content such as "calcium builds bone" must be true and not misleading, although it is not pre-approved by the FDA.

If any of the company's products has been registered or approved by the Taiwan market regulatory authority or the health department, he/she can make a product declaration for the registered or approved product within the scope of the claimed efficacy approved by the regulatory authority or the health department.

#### 3.15. Income Claims.

In their enthusiasm to enroll prospective Preferred Customers, some Affiliates are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. These income claims or earnings representations may be in the form of lifestyle claims (including photos or other representations that include expensive homes, automobiles, vacations, and/or money). This is counterproductive because new Affiliates may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At 4Life, we firmly believe that the 4Life income potential is great enough to be highly attractive, without reporting the earnings of others.

While Affiliates may believe it beneficial to provide copies of checks or bonus reports, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact 4Life as well as the Affiliate making the claim unless appropriate disclosures required by law are also made

「本產品聲明並未經美國食品藥物管理局或任何其他當地監管當局或衛生部門評估。本產品並不用來診斷、治療、治癒、或預防任何疾病。」「結構/功能」的聲明是用以描述營養補充品或食品成分的角色可以影響人體的正常結構或功能,舉例來說,"鈣質會增強骨質"這樣的內容雖未經FDA預先批准,也必須為真實且不會造成誤導的結果。

若公司任何產品已獲得台灣市場監管當局或衛生部 門的登記或核准,則在該監管當局或衛生部門核准 可宣稱的功效範圍內,他/她可以就該已獲得登記 或核准的產品作產品聲明。

#### 3.15. 收入聲明

讓所有會員都完全受告知並對於成為會員可能的收入有合理而實際的期待是重要的。部分會員偶爾會希望以收入聲明來展現其業務的潛在力量。這種收入聲明可能是生活型態的聲明包括昂貴的房子、汽車、假期及/或金錢的照片或其他陳述。這是具有反效果的,因為新的會員若沒有達到如預期一般全面及快速的結果,可能很快地感到失望。在4Life,我們堅信4Life的收入潛力已具有高度吸引力,不需要報告他人的收入。

雖然會員可能認為提供支票影本或獎金報告,或揭露自己或他人的收入是有益的,除非依法揭露或做即時的收入聲明,這種方法對於 4Life 及這麼做的會員可能有負面的法律效果。因為會員可能沒有遵循法律關於收入陳述的要求的必要資料,會員在對潛在會員呈現或討論 4Life 業務機會或獎勵計畫時不得做收入預測或收入聲明或揭露其 4Life 收入(包含出示支票、獎金報表、支票影本或銀行帳簿)。會員被鼓勵瀏覽 4Life.com 上的 4Life 收入揭露聲明(4Life Income Disclosure Statement)。



contemporaneously with the income claim or earnings representation. Because Affiliates may not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the 4Life business opportunity or the Life Rewards Plan to a prospective Preferred Customer, may not make income projections or income claims or disclose his or her 4Life income (including the showing of checks, bonus reports, copies of checks or bank statements). Affiliates are encouraged to review the 4Life Income Disclosure Statement on 4life.com.

#### 3.16. Commercial Outlets.

4Life strongly encourages the retailing and selling of its products through person to person contact. Therefore, 4Life products may not be sold in department stores, chain or franchised retail outlets, mass merchandising outlets, or any retail location with two thousand (2,000) square feet or more of retail space. However, the Company recognizes that some Affiliates may find that selling products from small retail outlets may be beneficial. Affiliates must request written consent from the Company in order to sell 4Life products in small, individually owned retail outlets, and 4Life retains the discretion to restrict its products from being sold in any retail location which it does not deem acceptable.

## 3.17. <u>Trade Shows, Expositions, and Other Sales</u> Forums.

Affiliates may display and/or sell 4Life products at trade shows and professional expositions. Affiliates may not display and/or sell 4Life products at swap meets, garage sales, flea markets or farmer's markets without the prior written consent of the Company. Affiliates may sell 4Life products on their External Website, but only in accordance with Policies 3.2 and 5.2.

#### 3.18. Conflicts of Interest / Non-solicitation.

Affiliates are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, and for a period of twelve (12) calendar months thereafter, Affiliates shall not recruit other Affiliates or Preferred Customers into any other multilevel or network marketing business. Because network marketing is often conducted over the

#### 3.16. 交易場所

4Life 強烈鼓勵透過人與人接觸來推廣其產品與服務。因此 4Life 產品不得在百貨公司、連鎖或專賣零售場所、大型銷售場所或任何具有 2000 平方英尺或更大零售空間的零售場所銷售。然而,4Life 認可部分會員可能認為在小型零售場所銷售產品可能有幫助。會員必須申請書面許可以在小型、個人擁有的零售場所銷售 4Life 產品,且 4Life 保留限制其產品在任何不適當的零售場所銷售的最終決定權。

#### 3.17. 商業展覽、博覽會和其他銷售集會

會員可以在商業展覽和專業博覽會中展示和/或銷售 4Life 產品。在獲得公司的事先書面許可前,會員不得在舊貨交換會、現場舊貨出售、跳蚤市場或農家市場展示和/或銷售 4Life 產品。會員得在符合本政策 3.2 及 5.2 條之前提下於其外部網站銷售 4Life 產品。

#### 3.18. 利益衝突/不招攬

4Life 會員可以自由地參加其他多層次或網絡式行銷業務投資或行銷機會。但是,在本合約有效期限內,並且在解除或終止後的12個月內,會員或前會員不得召募任何4Life 會員或客戶進行其他多層次行銷業務。因為多層次行銷經常透過電話或透過由個人建立的網路,在台灣甚至國際範圍內進行,所以針對此不招攬政策的任何地區限制將使其無法



telephone and via the Internet through networks of individuals spanning internationally, any narrow geographic limitation on the scope of this nonsolicitation policy would render it ineffective.

Therefore, this Policy shall apply to all countries where 4Life is officially open for business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, an Affiliate or Preferred Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

Affiliates may not display 4Life products with any other non-4Life products. If operating from a physical retail location or an External Website, 4Life products must be displayed separately from non-4Life products. Affiliates may not offer the 4Life business opportunity or products to prospective or existing Preferred Customers or Affiliates in conjunction with any non-4Life program, opportunity or product. Affiliates may not offer any non-4Life opportunity or products at any 4Life-related meeting, seminar, or convention.

#### 3.19. Trade Secret Information.

All Downline Activity Reports and the information contained therein, and genealogy and activity data and other information contained in an Affiliate's MyShop website back office (Downline Activity Reports and data contained in an Affiliate's MyShop website back office, shall be collectively referred to as "Downline Activity Reports"), are confidential and constitute proprietary business trade secrets information belonging to 4Life. Downline Activity Reports are provided to Affiliates in strictest confidence and are made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective Marketing Organizations in the development of their 4Life business. Affiliates should use their Downline Activity Reports to manage, motivate, and train their Downline Affiliates. The Affiliate and 4Life agree that, but for this agreement of confidentiality and nondisclosure, 4Life will not provide Downline Activity Reports to an Affiliate. Accordingly, an Affiliate shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation, limited liability company, or other entity:

執行。因此,此政策將適用於 4Life 及其關係企業 正式開展業務的所有國家。「招攬」的意思是直接 或透過第三方,以任何實際或試圖招攬、招收、鼓 勵或努力影響 4Life 會員或客戶,使其登記或參加 另一項多層次行銷、網絡式行銷或直接銷售機會的 組織。

會員不得在展示任何其他非 4Life 產品時,同時展示 4Life 產品。在實體零售地點或外部網站運作時, 4Life 產品必須與非 4Life 產品分開展示。會員不得在向潛在或現有的客戶或會員提供 4Life 機會、產品服務時,同時提供非 4Life 之業務。會員不得在任何與 4Life 有關的集會、討論會或會議上,提供非 4Life 機會、產品之服務。

#### 3.19. 商業機密資訊

所有團隊報表及其包含的資訊以及組織圖、活動資料及會員的 MyShop 後台之其他資料(下線活動報告及會員的 MyShop 後台之其他資料整體都被稱為「團隊報表」),都是機密資料並且屬於 4Life 專有的商業機密資訊。團隊報表將以最嚴格的保密方式提供給會員,並且僅供會員用於輔助下線組織合作、拓展其 4Life 業務為唯一目的。會員應當使用其下線活動報告來管理、激勵和訓練其下線會員。會員和 4Life 同意,除依據此保密與不公開同意書的規定外, 4Life 將不向會員提供下線活動報告。因此,會員不應以他/她本人,或代表任何其他人、合夥、同業組織、公司或其他營利事業的名義有下列行為:

- 向任何第三方直接或間接公開任何團隊報表中包含的任何資訊。
- 使用此資訊與 4Life 競爭。
- 未經已被解除及終止之會員同意,使用其資料重新入會。
- 將這些資訊用於除促進其 4Life 業務之外的任何目的。



- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Use the information in any Downline Activity Report to compete with 4Life;
- Use a terminated Affiliate's information to reenroll without the express consent of the terminated Affiliate;
- Use the information in a Downline Activity Report for any purpose other than promoting his or her 4Life business;
- Use the information in any Downline Activity Report to recruit or solicit any Affiliate or Preferred Customer of 4Life listed on any Downline Activity Report for another network marketing program, or in any manner attempt to influence or induce any Affiliate or Preferred Customer of 4Life, to alter their business relationship with 4Life;
- Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report:

Upon demand by the Company, any current or former Affiliate will:

- Return or destroy the original and all copies of Downline Activity Reports to the Company;
- Permanently delete any database or electronic list of information derived from any Downline Activity Report;
- Permanently delete any database or list of information compiled or developed by the Affiliate relating to the contact information or sales activity of other Affiliates.

The provisions of this Policy shall survive the Cancellation of an Affiliate's Affiliate Agreement with 4Life.

#### 3.20. Cross-Group Sponsoring.

Actual or attempted Cross-Group Sponsoring is strictly prohibited. "Cross-Group Sponsoring" is defined as the enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Preferred Customer enrollment or Affiliate Agreement on file with 4Life, or who has had such an agreement within the preceding six (6) calendar months if Diamond Elite rank or below, or twelve (12) calendar

- 召募或招攬任何報告所列之任何 4Life 會員或 客戶,或透過任何方式試圖影響或致使任何 4Life 會員或客戶改變其與 4Life 的業務關係。
- 向任何人、合夥、同業組織、公司或其他營 利事業使用或公開任何團隊報表中包含的任何資 訊。
- 一旦公司要求,任何現有或前會員需:
- 將團隊報表的原件和所有複本送回公司或銷毀。
- 永久性刪除從團隊報表中所獲得的任何資訊及電子式清單。
- 永久性刪除因會員與其他會員的聯絡資訊或 交易活動記錄所獲得或衍生的任何資料或資訊清 單。

此條款在解除或終止 4Life 會員合約後仍有效。

#### 3.20. 搶線

嚴格禁止事實上或試圖的搶線。「搶線」係指直接或間接,召募現為個人或營利事業加入或與 4Life 簽署會員合約,或該個人或營利事業在前 6 個日曆 月內為鑽石菁英及其以下級別,或前 12 個月內為總裁級及其以上級別的個人或營利事業,而將其登記於不同的推薦關係中。禁止使用配偶或親屬的姓名、商業名稱、假名、公司、股份有限公司、合夥、信託或虛構的身分證號碼,以避開此政策。此



months if Presidential rank or above anywhere in the tree. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, limited liability companies, partnerships, trusts, Federal Tax Identification Numbers, fictitious identification numbers, or any other artifice to circumvent this Policy is prohibited. This Policy shall not prohibit the transfer of a 4Life business in accordance with the "Sale, Transfer or Assignment of 4Life Business" section of these Policies.

#### 3.21. Errors or Questions.

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Affiliate must notify 4Life within sixty (60) days of the date of the purported error or incident in question. 4Life will not be responsible for any errors, omissions, or problems not reported within sixty (60) days.

#### 3.22. Excess Inventory Purchases Prohibited.

Affiliates are not required to carry inventory of products or sales aids. Affiliates who carry reasonable levels of products or sales aids may find making retail sales and building a Marketing Organization somewhat easier because of the decreased response time in fulfilling Retail Customer orders. Each Affiliate must make his or her own decision with regard to these matters. To ensure that Affiliates are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to 4Life upon the Affiliate's Cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Affiliates" section of these Policies.

4Life prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses or advancement in the Life Rewards Plan. Affiliates may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

#### 3.23. Right of Publicity.

Affiliates authorize 4Life to use their name, photograph, video and/or audio recording, personal story, testimonial, likeness, and/or any personal material in the Company's advertising and/or

政策不禁止依據「4Life業務的出售、轉移或轉讓」章節進行的轉讓。

#### 3.21. 錯誤或疑問

如果會員對紅利與佣金、團隊報表或費用具有疑問或認為具有任何錯誤,會員必須在認為有錯誤或出現問題的 60 天內通知 4Life 。 4Life 將不為 60 天內未報告的任何錯誤、遺漏或問題負責。

#### 3.22. 禁止囤積購買

會員並未被要求備置產品或銷售輔助材料的存貨。 但會員備有合理的產品或銷售輔助材料可以減少執 行客戶訂貨或滿足新會員需求的反應時間,從而比 較容易地進行零售和建立事業團隊。每位會員必須 制訂他/她本人對於此項事宜的決策。為保證會員 不被他們無法銷售的過多存貨所阻礙,這些存貨可 依據「會員存貨和銷售輔助資料的退還」章節,在 會員解除或終止合約時退還 4Life。

4Life 禁止為獲得紅利與佣金的資格或獎勵計畫的升級,而購買不合理數量的產品。會員不得購買超過他們能夠每月合理轉售或消費的存貨,也不得鼓勵別人這麼做。

#### 3.23. 公開權利

4Life 得以推廣公司的業務和/或產品為目的,在公司的活動及/或4Life 的業務輔銷品及輔助服務中使用由會員的姓名、照片、影像、及/或錄音、個



promotional materials and waive all claims for remuneration for such use.

3.24. Governmental Approval or Endorsement.
Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing company programs or products.
Therefore, Affiliates shall not represent or imply that 4Life, the Life Rewards Plan or products have been approved, endorsed, or otherwise sanctioned by any government agency.

#### 3.25. Income Taxes.

According to the Taiwan ROC Income Tax Act, an Affiliate must declare and pay comprehensive personal income tax before May 31 for the previous year's earned profits and sales commissions (if he/she is paying income tax as an individual) or business income tax (if he/she is paying income tax as a member of the business).

#### 3.26. Independent Affiliate Status.

Affiliates are independent contractors and are not purchasers of a franchise or a business opportunity. The Agreement between 4Life and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. An Affiliate shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (express or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies, and applicable laws.

#### 3.27. International Product Sales.

4Life has worked with various government agencies to register 4Life products in many countries around the world. In order to protect its product registrations and abide by the import and product registration laws of each country in which 4Life does business, it is necessary that 4Life limit the international distribution of its products. Therefore, if an Affiliate wishes to sell 4Life products or sales aids in any country where 4Life has obtained product registrations, the products that

人故事、見證、喜好及個人資料並放棄一切請求權 及報酬。

#### 3.24. 政府核准或認可

主管機構和/或官方並未對任何直接銷售或組織行 銷的公司或計畫或產品核准背書。因此,會員不得 提出或暗示 4Life 或獎勵計畫或產品被任何政府機 構「核准」、「背書」或取得其他許可。

#### 3.25. <u>所得稅</u>

會員必須依中華民國所得稅法之規定,於每年5月31日前,就前一年度銷售商品或提供勞務所賺取之利潤及獎金收入申報及支付個人綜合所得稅(如他/她是個人會員)或營利事業所得稅(如他/她是營利事業會員)。

#### 3.26. 獨立經營權

會員為獨立直銷商,而非加盟權或業務機會的購買者。4Life 與其會員之間的合約不構成公司與會員之間的聘僱、代理、合夥或聯合投資關係。會員不因為他/她的服務或繳納稅款而被當做4Life 雇員。所有會員都必須為因身為公司的會員而賺取的所有報酬支付稅款。會員沒有權利(無論係明確的或隱含的)讓公司承擔任何義務。只要遵守會員合約的條款、本政策以及適用的法律,每位會員都可以建立他/她本人的銷售目標、時間和方法。

#### 3.27. 跨國產品銷售

透過與各個政府機關合作,4Life 已在全球許多國家完成4Life 註冊登記,為保護已註冊登記的產品,並遵守4Life 業務發展的各個國家之產品進口與註冊相關法令,4Life 必須對跨國間的產品銷售有所限制。因此,會員若有意在已完成註冊登記的國家銷售產品或輔助銷售資料,僅限於銷售、提供、轉讓、進口、出口或分售這些已完成當地國家



may be sold, given, transferred, imported, exported, or distributed must be limited to only those products specifically registered in that country. The import of any other product for resale from outside that country is prohibited.

4Life can, at its sole discretion, allow any product that is not actively registered in a specific country to be imported in that country on a strictly not for resale basis. When imported, these products may be purchased for an Affiliate's personal use, but the products must not be resold.

#### 3.28. Adherence to Laws and Ordinances.

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to Affiliates because of the nature of their businesses. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative and immediately send a copy of the ordinance to 4Life's Compliance Department by mail or email at <a href="mailto:compliance@4life.com">compliance@4life.com</a>. In many cases, there are exceptions to the ordinance that apply to Affiliates.

#### 3.29. Compliance with Laws and Ethical Standards.

Affiliates shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. In connection with the operation of an Affiliate's business, the violation of any law or any conduct that is unethical or, in 4Life's sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

#### 3.30. One 4Life Business per Affiliate.

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, member, shareholder, trustee, or beneficiary, in only one 4Life business. No individual may have, operate or receive compensation from more than one 4Life business. Individuals of the same Family Unit who are of legal contract age may each enter into or have an interest in their own separate 4Life business, only if each subsequent family position is placed frontline to the first family member enrolled. A Family Unit is defined as spouses, domestic partners, and

註冊登記的產品。禁止從其他國家進口其它產品轉 售。

4Life 可自行決定允許某些未註冊產品在特地的國家 進口,但嚴禁轉售。進口時必須強調這些產品僅供 會員個人使用,不得轉售給客戶。

#### 3.28. 遵守法律與法令

許多城市及國家有法律規範某些家庭事業活動。在大多數的情形,基於會員業務的本質,這些法律並不適用。然而,會員應該遵守當地政府的法規政策。如有政府單位主動告知該會員已涉及某項法規政策,會員必須以合乎專業、禮貌的態度來回應及合作,並且立即將此情況以郵件回報至 4Life 法務部門或寄發電子郵件至 compliance@4life.com。在大多數的情形,適用於會員的法律有其例外。

#### 3.29. 遵守法律與道德標準

會員在經營其業務時,應當遵守所有當地適用的法 律和規章。會員在經營 4Life 業務時,違反任何法 律、或進行任何不道德或依據 4Life 的判斷可能損 害其聲譽或關係的行為,將成為進行懲戒的依據。

#### 3.30. 每位會員只限擁有一個經營權

不論會員是以個人或是合夥經營權的方式加入 4Life 成為 4Life 會員,他/她都只限擁有一個經營權。 任何人不得擁有或經營多於一項以上的 4Life 經營權,並因此獲得紅利與佣金。若每一個其後的家庭成員位置被放在第一個加入的家庭成員的第一層時,同一個家庭單位中,已符合法定成年年齡的家庭成員,將可各自擁有一項獨立的 4Life 經營權。「家庭單位」定義為在相同居住或業務地址之配偶、同居夥伴和擁有合法撫養權的子女。



dependent children living at or doing business at the same address.

# 3.31. Actions of Family Unit Members or Associated Individuals.

If any member of an Affiliate's Family Unit engages in any activity which, if performed by the Affiliate named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and 4Life may take disciplinary action pursuant to these Policies against the named Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust, or other entity (collectively "Associated Individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and 4Life may take disciplinary action jointly and severally, against the entity, and/or each shareholder, officer, partner, member, owner, and other members of their Family Unit.

# 3.32. Re-packaging and Re-Labeling Prohibited. Affiliates may not re-package, re-label, refill, or alter the labels on any 4Life products, information, materials, or programs in any way. 4Life products must be sold in their original containers only. Such relabeling or re-packaging would likely violate federal and state laws, which could result in severe criminal penalties. Affiliates should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

#### 3.33. Roll-Up of Marketing Organization.

Upon Cancellation of an Affiliate, 4Life may, at its discretion, move all individuals on the first Level of the canceling Affiliate into the vacated position. The account of the terminated Affiliate may be maintained in the original place until such a time 4Life believes all legal risk is eliminated.

3.34. Sale, Transfer, or Assignment of 4Life Business. Although a 4Life business is a privately owned, independently operated business, the sale, transfer, or assignment of a 4Life business is subject to certain limitations. Unless otherwise agreed to in writing, if an Affiliate wishes to sell his or her 4Life business, the following criteria must be met:

#### 3.31. 家庭成員或關係人的行為

如果會員的任何家庭成員從事任何違反會員條款的 行為,4Life 將依據政策聲明對在合約書上署名的 會員進行懲戒。同樣,如果與公司、合夥、信託或 其他營利事業有任何關係的任何人(統稱為「關係 人」)違反合約,這些行為將被認為該營利事業違 反條款,4Life 將對其營利事業和/或其家庭成員 的每個股東、經營主管、合夥人、成員、所有人和 其他成員採取共同和個別的紀律處分。

#### 3.32. 禁止重新包裝與重新標記

會員不得對任何 4Life 產品、資訊、資料或計畫, 以任何方式進行重新包裝、重新標記、補充或更改 標籤。 4Life 產品必須以其原廠包裝及當地呈報之 包裝形式銷售。這種重新標記或重新包裝可能違反 相關法律,並將引致嚴重的刑事責任。會員還應當 意識到,當重新包裝或重新標記產品時,一旦使用 產品者遭受任何類型的傷害或損害其財產,將可能 遭致民事責任。

#### 3.33. 事業組織的向上遞補

當原會員合約解除或終止時, 4Life 得單獨決定其 所有第一層人員都將往上遞補至其原有的空位。解 除或終止合約的會員帳戶將會被保留在原本的位置 直到其法律風險皆已解除。

#### 3.34. 4Life 業務的出售、轉移或轉讓

雖然 4Life 業務是私人擁有、獨立運作的業務,但 4Life 業務的出售、轉移或轉讓必須符合某些限制。 除非經書面同意,如果會員希望出售其 4Life 業 務,則必須滿足下述標準:



- The Affiliate shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll-up to occur.
- Protection of the existing Line of sponsorship must always be maintained so that the 4Life business continues to be operated in that Line of sponsorship.
- A buyer or transferee must be qualified to be an Affiliate. If the buyer is an active Affiliate, he or she must first terminate his or her 4Life business and remain inactive in accordance with Section 3.12 of the Policies before becoming eligible for a purchase, transfer, assignment, or acquisition of any interest in the 4Life business.
- The selling Affiliate must mail a Sale, Transfer, or Assignment of 4Life Business Form to 4Life's Customer Service Department.
- Before the sale, transfer, or assignment can be finalized and approved by 4Life, any debt obligations the selling Affiliate has with 4Life must be satisfied.
- The selling Affiliate must be in good standing, not in violation of any of the terms of the Agreement, and not under review by 4Life's Compliance Department in order to be eligible to sell, transfer, or assign a 4Life business.
- Prior to offering a 4Life business for sale, the selling Affiliate must notify 4Life's Corporate Office of his or her intent to sell the 4Life business and receive the Company's written approval, which shall not be unreasonably withheld.
- The sold, transferred, or assigned Affiliate Account position will not retain recognition at the high rank obtained by the Affiliate Account position. 4Life reserves the right to rank the purchased, transferred, or assigned Affiliate position at any rank at 4Life's sole discretion.
- In the event that a qualification-based incentive trip has been earned by the selling, transferring, or assigning Affiliate Account position prior to the sale, transfer, or assignment of the Affiliate Account, the purchaser, transferee, or assignee of the Affiliate Account is ineligible to earn the qualification-based incentive trip for the

- 會員必須提供公司優先權,使公司得以用會 員向任何第三方提供之相同條件購買該業務。如 果公司購買該業務,公司有權決定是否保留業務 或允許其下線會員遞補至原有的空位。
- 必須始終保護現有的推薦關係,以便 4Life 業務繼續沿該推薦關係運作。
- 購買人或受讓人必須成為合格的 4Life 會員。如果購買人是參與活動的會員,他/她必須在符合購買、轉移、轉讓或獲得任何 4Life 業務利益的條件前,依據政策中的 3.12 先解除及終止其 4Life 業務並保持不活躍。
- 出售的會員須將出售、轉移或轉讓申請書於 遞交客服部門。(刪除:因需以正本受理,不接 受 email 受理,故將 e-mail 資訊刪除)
- 在出售、轉移或轉讓被 4Life 核准前,必須清償出售的會員所積欠 4Life 的任何債務。
- 出售的會員必須具有良好的信譽、未違反合 約的任何條款、未受法務部門審查,始得具備出 售、轉移或轉讓 4Life 業務的資格。
- 在提供 4Life 業務進行出售前,出售的會員必 須通知 4Life 公司其出售 4Life 業務的意向,並 獲得公司的書面核准。(刪除:且公司不得基於 不合理理由拒絕)
- 被出售、轉移或轉讓的經營權將不會維持以 其最高級別表揚。 4Life 基於市場等考量,擁有 調整其級別之權利。
- 當被出售、轉移或轉讓的經營權在被出售、轉移或轉讓之前已贏得其資格條件的獎勵旅遊, 則購買人或受讓人不得以相同資格條件獲得該獎 勵旅遊。 4Life 保有所有獎勵旅遊核准權。

4Life 保有決定會員級別的最終核准權。



same qualification level. 4Life reserves the right to approve eligibility for all future incentive trips.

4Life reserves the right to determine the successor Affiliate's recognition rank.

### 3.35. Separation of a 4Life Business.

Affiliates sometimes operate their 4Life businesses as husband-wife partnerships, partnerships, corporations, limited liability companies, or trusts. At such time as a marriage ends in divorce, or a corporation, partnership, limited liability company, or trust (the latter four entities are collectively referred to in this paragraph as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the Line of sponsorship. If the separating parties fail to provide for the best interests of other Affiliates and the Company, 4Life will involuntarily terminate the Affiliate Agreement and roll-up their entire Marketing Organization pursuant to the "Roll-Up of Marketing Organization" section of these Policies. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the 4Life business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize 4Life to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
- The parties may continue to operate the 4Life business jointly, whereupon all compensation paid by 4Life will be paid in the joint names of the Affiliates or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, 4Life will continue to pay commissions to the same individual(s) to whom commissions were paid prior to the filing of the divorce or dissolution proceeding.

Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, only upon 4Life

# 3.35. 4Life 業務的分割

會員有時以夫妻合夥、合夥、公司、股份有限公司或信託之方式,運作其 4Life 業務。當離婚或公司、股份有限公司、合夥或信託(後四個實體在下文中統稱為「營利事業」)解散時,必須進行安排以確保完成業務的任何分割或分離,以確保不會對推薦關係的上線或下線業務的利益和收入產生不良影響。如果分割的各方無法確保其他會員與公司的最佳利益, 4Life 將非自願解除或終止會員合約並依據「3.33事業組織的向上遞補」章節使其全部組織向上遞補。在處理離婚或營利事業解散期間,各方必須採取下述運作方法之一:

- 在另外一方(多方)書面同意的情況下,一方可以依據放棄的配偶、股東、合夥人或受託人出具的轉讓書,經營 4Life 業務,而該轉讓書係授權 4Life 與另一配偶或未放棄的股東、合夥人或受託人直接並單獨交易;或
- 各方可以繼續共同經營 4Life 業務,且所有的 4Life 紅利與佣金將支付給會員的聯合名稱或營 利事業的名稱,然後再按照其獨立達成的協議進 行分配。

如果各方不選擇上述方式之一,4Life 將繼續向離婚或解散前支付紅利與佣金的同一人支付紅利與佣金。

離婚的配偶或解散的營利事業,其下線組織絕不得被分割。同樣,只有獲得 4Life 核准後, 4Life 會在離婚配偶或解散營利事業的成員之間分割紅利與佣金。 4Life 將只承認一個會員申請合約書。如果在申請離婚或進行解散程序後的 6 個月後,離婚或進行解散的各方無法解決對業務的紅利與佣金與所有權的爭議,會員合約可能被非自願解除或終止。如果前配偶或前營利事業成員已經完全放棄其最初的4Life 業務的所有權利,他/她隨後可以自由地透過他們選擇的任何推薦人加入,並且不需重新申請的等待期。

當離婚和營利事業解散時,放棄的各方對其前組織的任何會員或任何前零售客戶不具有任何權利。他



approval will 4Life split commissions and/or bonuses between divorcing spouses or members of dissolving entities. 4Life will recognize only one Affiliate Agreement. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business within six (6) months following the divorce filing or institution of dissolution proceedings, the Affiliate Agreement may be involuntarily canceled.

In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any Affiliates or Preferred Customers in their former Marketing Organization. They must develop the new business in the same manner as would any other new Affiliate.

#### 3.36. Sponsoring.

All Active Affiliates in good standing have the right to sponsor and enroll others into 4Life. Each prospective Preferred Customer or Affiliate has the ultimate right to choose his or her own Sponsor. If multiple Affiliates claim to be the Sponsor of the same Affiliate or Preferred Customer, the Company shall regard the first enrollment received by the Company as controlling.

#### 3.37. Transfer Upon Death of an Affiliate.

Upon the death of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a 4Life business is transferred by a will or other testamentary process, the executor of the estate must provide 4Life with letters testamentary or other court-approved documents establishing the executor's authority, and written instructions for the disposition of the business. Before the beneficiary may acquire the right to collect all bonuses and commissions of the deceased Affiliate's Marketing Organization and operate the business, the beneficiary must:

• Execute and submit an Affiliate Agreement and other applicable enrollment forms and documents. All commission payments will be

們必須透過任何與其他新會員相同的方式發展新業務。

## 3.36. 推薦與安置

所有信譽良好、參與活動的會員都擁有推薦和安置 其他人加入 4Life 的權利。每位潛在客戶都擁有選 擇其安置人的最終權利。如果多位會員宣稱是同一 位新會員或客戶的安置人,公司將依據公司收到的 第一份申請書為準。

# 3.37. 會員死亡時的轉讓

當會員死亡時,他/她的業務可以被轉讓至其繼承人。繼承人必須向公司呈交適當的法律文件,以確認轉讓正確。因此,會員應當向律師諮詢,以幫助他/她準備遺囑或其他遺囑文件。當 4Life 業務是透過遺囑或其他證述程序轉讓,該遺產之執行人應提供 4Life 證述或其他法院認可的文件已證明執行人之代理權,以及處理該業務之書面指示。在獲得已故會員之團隊組織的經營及所有紅利與佣金的權利之前,繼承人必須:

- 簽署並遞交會員申請與合約書及相關文件, 所有紅利與佣金將撥發給合約書上所載明之個人 或營利事業;
- 提供死亡證明原本,以及確認繼承人對 4Life 業務之權利的遺囑或其他經公證文件的複本;及
- 遵守合約的條件和條款。

4Life 保有依據市場考量決定繼承會員級別的權利。



issued to the individual or entity listed on the Affiliate Agreement;

- Provide an original death certificate and a notarized copy of the will or other instrument establishing the successor's right to the 4Life business; and
- Comply with terms and provisions of the Agreement.

4Life reserves the right to determine the successor Affiliate's recognition rank.

- 3.38. <u>Transfer Upon Incapacitation of an Affiliate.</u>
  To request a transfer of a 4Life business because of an Affiliate's incapacity, the trustee must provide the following to 4Life:
- (1) a copy of the court order appointing the individual as trustee for the incapacitated Affiliate's business; (2) written instructions from the trustee; and (3) a completed Affiliate Agreement executed by the trustee. The trustee must then:
  - Operate the business in compliance with terms and provisions of the Agreement; and
  - Meet all of the qualifications for the incapacitated Affiliate's status in order to be paid at that rank. If the trustee fails to achieve the rank maintained by the Affiliate, the business will be paid at the rank at which it actually qualifies during each bonus period.

4Life reserves the right to determine the successor Affiliate's recognition rank.

#### 4. Responsibilities of Affiliates

4.1 <u>Understanding the 4Life Business Model.</u>
4Life is a direct selling company. 4Life products are sold by Affiliates to Retail Customers in one-on-one, interpersonal transactions which provide time for explanation and guidance on 4Life products. The role of an Affiliate who chooses to build a 4Life business is to sell 4Life products to Retail Customers and enroll Preferred Customers exclusively using a direct-selling model of distribution.

4.2. Change of Address or Telephone.

# 3.38. 會員喪失能力時的轉讓

在 4Life 業務因為會員喪失能力而轉移時,繼受人 必須向 4Life 提供:

- (1) 指派受託人為喪失能力之會員之業務之受託 人之法院命令; (2) 受託人之書面指示,及(3) 由受託人簽署的完整會員合約。受託人隨後必須:
  - 遵守會員合約的條件與條款經營業務;及
  - 符合喪失能力之會員身分的所有資格條件。若受託人未能達成轉讓者的級別資格維持,則將依據每個紅利與佣金計算期間裡實際達成的資格來計算紅利與佣金。

4Life 保有決定繼承會員級別的權利。

#### 4. 會員的責任

# 4.1. 了解 4Life 業務的經營模式

4Life 是一家直銷公司, 4Life 產品是透過會員以一對一的方式銷售給顧客,人與人之間的交易模式,能夠對 4Life 產品有充分的說明與指導。選擇經營 4Life 事業的會員就是透過網絡行銷的模式,將 4Life 產品銷售給顧客。

4.2. 更換住址或電話號碼



To ensure timely delivery of products, support materials, and commissions, it is critically important that 4Life's records are current. Affiliates planning to move should provide 4Life's Corporate Office with their new address and telephone number. To guarantee proper delivery, two (2) weeks' advance notice must be provided to 4Life of all changes.

4.3. Continuing Development and Ongoing Training. Any Affiliate who is the Sponsor or Enroller of another Affiliate is encouraged to perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her 4Life business. Affiliates are encouraged to have ongoing contact, communication and supervision of the Affiliates in their Marketing Organization. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, email, and the accompaniment of Downline Affiliates to 4Life meetings, training sessions, and other functions. Upline Affiliates are also encouraged to motivate and train new Affiliates in 4Life product knowledge, effective sales techniques, the Life Rewards Plan, and compliance with these Policies.

#### 4.4. Increased Training Responsibilities.

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of 4Life products and Life Rewards Plan. They may be called upon to share this knowledge with lesser experienced Affiliates within their Marketing Organization.

# 4.5. Ongoing Sales Responsibilities.

Regardless of their level of achievement, Affiliates are encouraged to continue to personally promote product sales through the generation of new Retail Customers and Preferred Customers and through servicing their existing Retail Customers and Preferred Customers.

#### 4.6. Non-Disparagement.

4Life wants to provide its Affiliates with superior products, a superior compensation plan and service in the industry. Accordingly, 4Life values constructive criticisms and comments from Affiliates. All such comments should be submitted in writing to 4Life's

為確保會員能在預設時間內收到宅配產品、輔銷資料或獎酬相關文件,會員在留下個人資料時,務必確認其住址為最新資訊。欲搬遷之會員應當將其新住址和電話號碼呈交 4Life 公司。為確保能在預設時間內收到產品,會員必須至少提前 2 週向 4Life 通知提出更改。

# 4.3. 持續發展與後續訓練

任何會員均被鼓勵做為另一位會員的推薦人或安置人的任何會員積極落實監督行為,以確保他/她的下線正確地經營其 4Life 業務。鼓勵會員與其下線組織中的會員持續聯絡、交流和管理監督。這些聯絡和監督的方式可能包括,但不限於:簡訊、書面信函、個人會議、電話聯絡、語音郵件、電子郵件,以及陪同下線會員參加 4Life 會議、訓練課程和其他活動。上線會員亦被鼓勵去激勵和訓練新會員了解 4Life 產品知識、有效的銷售技巧、 4Life 獎勵計畫,並遵守公司的政策與程序。

# 4.4. 訓練責任的增加

隨著會員進展到不同的領導級別,他們將在銷售技巧、產品知識、理解 4Life 獎勵計畫等方面更加富有經驗。他們可能被號召與其團隊內經驗較少的會員分享這些知識,並帶領團隊成長。

#### 4.5. 持續銷售的責任

無論其領導級別為何, 4Life 鼓勵會員持續透過推 薦新會員和服務現有會員或客戶,拓展個人及團隊 業績。

#### 4.6. 禁止惡意中傷

4Life 希望向其會員提供最優質的產品、獎勵計畫和服務。因此,我們重視他/她的建設性評論和意見。所有這些意見都應具體寫下來呈交 4Life 台灣分公司或寄發電子郵件至 taiwancs@4life.com。 4Life 歡迎會員提供對公司、產品或獎勵計畫的建設性資



Customer Service Department at <a href="mailto:taiwancs@4life.com">taiwancs@4life.com</a>. While 4Life welcomes constructive input, negative comments and remarks made by Affiliates about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Affiliates. For this reason, and to set the proper example for their Downline organization, Affiliates must not disparage, demean, or make negative remarks about 4Life, other Affiliates, 4Life products, the Life Rewards Plan, or 4Life directors, officers, or employees.

4.7. Providing Documentation to Applicants.

Affiliates should provide the most current version of these Policies and the Life Rewards Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement. Additional copies of these Policies can be acquired from 4Life and at 4life.com.

#### 4.8. Reporting Policy Violations.

Affiliates observing a violation of these Policies by another Affiliate should submit a written report of the violation directly to the attention of 4Life's Compliance Department by mail or email at <a href="mailto:compliance@4life.com">compliance@4life.com</a>. Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

#### 5. Sales Requirements

# 5.1. Product Sales.

The Life Rewards Plan is based upon the sale of 4Life products to Retail Customers and Preferred Customers. Affiliates must fulfill Life Point sales requirements as outlined in the Life Rewards Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

#### 5.2. No Price or Territory Restrictions.

With regard to selling 4Life products, there are no exclusive territories granted to anyone, and no franchise fees are required. In person-to-person transactions and on their MyShop website, Affiliates are not required to sell 4Life products at the Retail Price but may sell 4Life products at any price equal to

訊、回饋和評論。因此,做為其下線的正確榜樣, 會員不得詆毀、貶低或消極評價 4Life、其他 4Life 會員、 4Life 產品、 4Life 獎勵計畫或 4Life 內部行 政團隊。

# 4.7. 向申請人提供文件

會員應在申請人簽署會員合約前,向經其推薦成為 會員者提供最新版本的政策與程序和獎勵計畫。 會員可從 4Life 公司或 4Life 官方網站獲得本政策的 數位檔案。

# 4.8. 報告違規行為

當會員發現另一位會員違反政策時,應當直接向 4Life 法務部門呈交一份書面的違規報告或以電子郵 寄至 compliance@4life.com。報告應當包括事件的細 節,例如日期、發生次數、相關人員,以及任何支 持文件。

#### 5. 銷售要求

## 5.1. 產品銷售

4Life 獎勵計畫的基礎是向客戶銷售 4Life 產品與服務。會員必須達到個人與下線組織的銷售要求(並滿足合約所述之其他責任),才能獲得領取紅利與佣金及晉升至更高級別的資格。

# 5.2. 沒有價格或區域的限制

在銷售 4Life 產品方面, 4Life 沒有授予任何人專屬的營業區域,會員亦不需要支付特許加盟費用。 4Life 不要求會員必須以零售價格銷售 4Life 產品,會員可以以會員價或高於會員價的任何價格銷售 4Life 產品。會員如欲在外部網站或第三方購物網站



or greater than 4Life's Wholesale Price. However, Affiliates who wish to sell 4Life products on their External Website are required to sell 4Life products at the Retail Price (unless their External Website links directly to the Affiliate's own MyShop website), submit an executed External Website Sales Agreement to 4Life's Compliance Department at compliance@4life.com, and receive 4Life's approval. Affiliates may not sell product packs comprised of more than one product on their External Website. To circumvent this Policy, an Affiliate is prohibited from enlisting, assisting, or knowingly allowing a non-4Life Affiliate third party to facilitate selling 4Life products on any External Website. Affiliates are encouraged to facilitate their product sales through their MyShop website, and such sales will be automatically priced at 4Life's Wholesale Price.

#### 5.3. Sales Receipts.

If an Affiliate sells any 4Life product from his or her inventory or on his or her External Website, he or she should give the Retail Customer a copy of a 4Life retail sales receipt at the time of the sale and explain the customer's right to cancel the transaction as set forth on the sales receipt. Affiliates must maintain all retail sales receipts for a period of two (2) years and furnish them to 4Life at the Company's request. Records documenting the purchases of Affiliates' customers who purchase directly from 4Life will be maintained by 4Life.

Regardless of rank, 4Life encourages Affiliates to continue to expand their personal and team performance by referring new Affiliates and serving existing Affiliates.

#### 6. Bonuses and Commissions

# 6.1 Bonus and Commission Qualification.

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, 4Life shall pay commissions to such Affiliate in accordance with the Life Rewards Plan. The minimum amount of remittance from 4Life bonus and commission is NT\$300, which can be adjusted by the company at its sole discretion. If the member's bonuses and commissions do not reach or exceed the minimum amount, the company will accumulate

販售 4Life 產品,得在符合本政策 3.2 條之前提下於 其外部網站銷售 4Life 產品。

在此政策規範下,禁止會員招攬、協助或故意允許 非 4Life 會員之第三方在在外部網站或第三方購物 網站販售 4Life 產品。會員被鼓勵透過 MyShop 銷售 其產品。

# 5.3. 銷售收據

如果會員從其存貨中或其個人的外部網頁銷售任何 4Life 產品,他/她必須在銷售時向客戶提供一份 4Life 產品零售收據的複本,並於銷售收據上說明客 戶取消交易的權利。會員必須保存所有零售收據 2 年,並在公司要求時將其提供給 4Life 。會員的顧 客直接向公司購貨的記錄文件將由 4Life 保存。無 論其會員級別為何,4Life 鼓勵會員持續透過推薦 新會員和服務現有會員,拓展個人及團隊業績。

#### 6. 紅利與佣金

# 6.1. 紅利與佣金的條件

會員必須參與活動並遵守合約,才能具有獲取紅利與佣金的資格。只要會員遵守合約的條款,4Life 就將依據獎勵計畫,向這些會員支付紅利與佣金。由4Life 紅利與佣金匯款的最小金額為新台幣 300 元,得由公司自行決定調整之。如果會員的紅利與佣金未達到或超過最小金額,公司將積累紅利與佣金直到達到最小金額。一旦達到此金額,即匯入至會員指定銀行帳戶。



bonuses and commissions until the minimum amount is reached. Once this amount is reached, it will be remitted to the Affiliate's designated bank account.

# 6.2. <u>Adjustment to Bonuses and Commissions for</u> Returned Products and Services.

Affiliates receive bonuses and commissions based on the actual sales of products to Preferred Customers and Retail Customers. When a product is returned to 4Life for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given or will be withheld from any bonus, commission, or other amount owed by the Company. Deductions will continue every bonus period thereafter until the commission is recovered from the Affiliates who received bonuses and commissions on the sales of the refunded goods.

#### 6.3. Unclaimed Commissions and Credits.

With regard to unclaimed commissions and credits for terminated Affiliates, the Company adheres to escheat laws of each state, which may include a transaction fee in favor of 4Life.

#### 7. Product Guarantees Returns

#### 7.1. Product Guarantee.

4Life offers newly enrolled Affiliates a one hundred percent (100%) thirty (30)-day money back satisfaction guarantee (less shipping charges) to all Affiliates. If an individual purchased a product from an Affiliate, the individual must return the product to that Affiliate for a refund or replacement. If a customer purchased the product directly from the Company, the product should be returned directly to the Company.

If an Affiliate is unsatisfied with any 4Life product purchased for personal use, the Affiliate may return the product within thirty (30)-days from the date of purchase for a one hundred percent (100%) refund or a replacement (less shipping charges). This guarantee is limited to three hundred US Dollars (USD\$300) (or local currency equivalent) in any twelve (12) month period. If an Affiliate wishes to return merchandise exceeding three hundred US dollars (USD\$300) (or local currency equivalent) in any twelve (12) month

# 6.2. 退貨產品與服務的紅利與佣金之調整

會員透過將產品實際銷售給客戶獲得紅利與佣金。 當產品退回 4Life 要求退款或由公司購回時,所退 回或購回產品的紅利與佣金將在退貨當月扣除,或 從公司所欠之任何紅利與佣金或其他款項中扣除。 並將在隨後每個獎酬支付日持續扣除,直至因銷售 此退還產品而獲得紅利與佣金的會員償還完該紅利 與佣金為止。

# 6.3. 未領取的紅利佣金與債權

會員必須提供正確的本人銀行轉帳戶,以匯入紅利 與佣金。未提供帳號或因帳號錯誤者,而保留未開 出之紅利與佣金將在次月份匯出至正確的銀行帳 戶。

# 7. 產品保證、退貨

## 7.1. 產品保證

4Life 向新入會之會員提供 30 天全額退款保證(需扣除運輸費用)。如果新會員向 4Life 會員購買產品,新會員必須將產品退回該會員,以進行退款。如果新會員直接從公司購買產品,產品應被直接退回公司。如果新會員對因個人使用而購買的任何4Life 產品不滿意,新會員可以自入會後首筆訂單購買之日起 30 天內退貨,以獲得全額退款(需扣除運輸費用),公司將依據「7.3 會員存貨的退還」章節中的條款購回存貨。

4Life 向所有會員提供 30 天全額退款保證(需扣除運輸費用),此保證有 12 個月內新台幣 9600 元的限制。如果會員對因個人使用而購買的任何 4Life產品不滿意,會員可以自購買之日起 30 天內退貨,如果會員希望在 12 個月內退回超過新台幣 9600 元的產品,退回將被視為存貨購回,公司將依



period, the return will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms in the "Return of Inventory and Sales Aids by Affiliates" section of these Policies, and the Affiliate's Affiliate Agreement shall be canceled.

7.2. Products Returned by Retail Customers.

If a Retail Customer returns a product to the Affiliate from whom it was purchased, the Affiliate may return it to the Company for a refund or replacement (the Affiliate returning the product is responsible for all shipping charges).

7.3. Return of Inventory and Sales Aids by Affiliates. Upon Cancellation of an Affiliate's Affiliate Agreement, the Affiliate may return inventory and sales aids purchased within one (1) year prior to the date of Cancellation for a refund if he or she is unable to sell or use the merchandise. An Affiliate may only return products and sales aids that he or she personally purchased from the Company under his or her 4Life Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the Affiliate will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Affiliate any commissions, bonuses, rebates, or other incentives received by the Affiliate which were associated with the merchandise that is returned.

# 7.4. Procedures for All Returns.

The following procedures apply to all returns for refund or replacement:

The return must be accompanied by:

- A copy of the original dated retail sales receipt (if product was returned to the Affiliate by a Retail Customer or a Preferred Customer); and
- The unused portion of the product in its original container.

Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. All returns must be shipped to 4Life, shipping pre-paid. 4Life does not accept shipping-collect packages. The

據「7.3 會員存貨的退還」章節中的條款購回存貨。

# 7.2. 零售客戶退貨

個人零售客戶將產品退回給出售產品的會員,會員 可以將其退回公司進行退款(由退回產品的會員負 責所有的運輸費用。)

# 7.3. 會員存貨的退還(解除及終止合約時)

會員得自訂約之日起30天內,以書面通知公司解 除及終止合約。公司將於合約解除生效後30日 內,接受會員退貨之申請,在此情況下,會員可以 退回存貨以獲得全額退款及其他加入時給付之費 用。惟公司得扣除商品因可歸責於會員之事由而毀 損滅失之價值,以及已因該進貨而對會員給付之紅 利與佣金。運費應由會員負擔。會員得隨時以書面 解除或終止合約。當會員終止合約後30日內,會 員可以退回存貨和銷售輔助資料,以獲得退款。會 員只能夠退回他/她購買的產品和銷售輔助資料。 收到產品和銷售輔助資料後,公司將依照本辦法下 列附表之「產品價值減損表」為標準計算之,並且 需扣除運費。如果會員使用信用卡,退款將貸記回 相同的帳戶。公司將從支付給會員的退款中,扣除 會員與所退產品有關的任何紅利與佣金、折扣或其 他獎勵以及商品減損之價值(產品保存期限短於60 日者,其商品價值為零)。會員依法解除及終止合 約時,不需支付損害賠償或違約金。

## 7.4. 所有退貨的程序

所有商品必須由會員或直接向 4Life 購買的客戶退回,以進行退款公司的所有退貨,退貨必須附上:

- 註明有原始購買日期的訂購發票正本;及
- 原始包裝內未使用的產品。
- •

應使用適當的運輸箱和包裝材料包裝將被退回的產品。所有退貨必須透過發件人付款方式運送至4Life ,4Life 不接受由收件人付款之包裹。所退產品在運輸中遺失的風險應由會員承擔。如果公司的客服部未收到所退產品,由會員負責查詢運輸過程。



risk of loss in shipping for returned product shall be on the Affiliate. It is the sole responsibility of the Affiliate to trace, If an Affiliate is returning merchandise to 4Life that was returned to him or her by a Retail Customer, the product must be shipped to 4Life within ten (10) days from the date on which the customer returned the merchandise to the Affiliate and must be accompanied by the sales receipt that the Affiliate gave to the Retail Customer at the time of the sale.

# 7.5. <u>Return Policy for FORLIFE RESEARCH</u> INTERNATIONAL LLC.

- 1. This method is formulated in accordance with Article 7.3 of the "Member Participation Contract" and Chapter 4 of the "Multi-level Marketing Management Law". This method is a part of the "Member Participation Contract", which is jointly abided by Affiliates and direct selling companies.
- 2. "Termination and return" is referred to the return of goods after an Affiliate cancels and terminates the contract, and the company cancels and terminates the membership due to the Affiliate breaching the contract, the company agrees to process the Affiliate's return request.
- 3. When the Affiliate requests the "Termination and Return", he/she should fill out the membership termination application and the product to be returned through the company's customer service department.
- 4. When the Affiliate requests the return, the amount of product impairment value will be calculated in accordance with the "Product Value Impairment Calculation Table" in the chart below. After calculation, the amount to be paid shall be determined in accordance with the law, and the contract shall be cancelled and terminated, and the return procedure shall be completed within 30 days.
- 5. After the Affiliate has processed the return, the company has the right to claw back commissions based on the number of products returned by the Affiliate (that is, the number of products returned by the member), the value of the product impairment, the amount of bonuses and commissions deducted from the Affiliate, and the bonuses and commissions for Affiliates of other levels according to the ratio of the bonuses and commissions obtained from the transaction at that time.

如果會員向 4Life 退回個人零售客戶所退之產品,此產品必須自零售客戶退回會員之日起 10 天內送達 4Life ,並且必須附上會員在銷售時給予客戶的銷售收據。

# 7.5. 美商福萊有限公司台灣分公司退貨辦法

- 1. 本辦法依據「會員參加契約」第7.3 條及 「多層次傳銷管理法」第4章之規定制定之。本 辦法為「會員參加契約」之一部份,由會員與 直銷業者共同遵守。
- 2. 本辦法所稱之「退出退貨」指會員解除及終 止契約後之退貨,以及會員違約遭本公司解除及 終止合約後,本公司同意對該會員所提出之退貨 要求處理之。
- 3. 會員辦理「退出退貨」時,應由本人填寫會 員退出申請書及欲退貨之產品,向本公司客服部 申請辦理。
- 4. 會員辦理退貨時,關於產品減損價值之多 寡,依照本辦法下列附表之「產品價值減損表」 為標準計算之,計算後依法核定應給付之數額, 於解除及終止合約且完成退貨手續後30日內償 還會員。
- 5. 會員辦理退貨後,本公司有權依據對該會員 買回產品之數量(即會員退貨之數量)、產品減損 價值、對該會員扣除紅利與佣金之金額等事項, 另對於其他級別之會員分別依其當時因該項交易 獲得紅利與佣金之比例追回因該項交易而取得之 紅利與佣金。
- 6. 會員因其他級別之會員退貨而必須繳回因該項交易而取得之紅利與佣金時,應於本公司書面通知後7個工作日內將應繳回之金額匯人本公司指定之帳戶,否則本公司得自應發給該會員之所有所得中扣除。如經扣除仍有不足時,經本公司結算催告後,會員應於收到催告通知後7日內補足應繳回之款項。在會員未依規定補足應繳回款項前,本公司得繼續扣除該會員之各項紅利與佣金至完全補足為止。
- 7. 會員辦理退貨時,若曾因該次訂貨交易而晉 升級別之其他會員,本公司有權因該退貨而恢復 其原有級別資格(即恢復至無該筆訂貨之狀態)。



- 6. When Affiliates of other levels return products, and an Affiliate needs to payback bonuses and commissions earned, upon receiving a formal notification from the company, within seven (7) business days of the receipt of notification, the Affiliate shall remit the outstanding amount to an account designated by the company. Otherwise, the company will deduct the outstanding amount due from future bonuses earned by the Affiliate. If there is still an outstanding balance due, after bonuses have been deducted, upon receiving a formal notification from the company, within seven (7) business days of the receipt of notification, the Affiliate shall remit the outstanding amount due to an account designated by the company. In the event, that the Affiliate doesn't comply with and payback bonuses according to the regulations, then the company may continue to deduct bonuses and commissions until the outstanding amount is paid in full.
- 7. When an Affiliate requests a return, and if an Affiliate of other level is ranked at a different level due to the order transaction, the company has the right to restore its rank according to the original rank qualification (that is, return to the state without the order). This restoration of the original rank will take effect on the 1st of the month following the completion of the Affiliate's return procedures.
- 8. The principles of product value impairment for returned goods:
  - The product value impairment calculation standard for the product value is determined by the following factors: functionality, effectiveness, transaction type, and if product is in resalable condition.
  - Make-up, beauty care products and health foods emphasize quality and expiration period; clothing and accessories emphasize hygiene and appearance; machine products emphasize normal operational functions and the supply of main spare parts.
- 9. This method will be implemented after filing to the Fair Trade Commission. If necessary, the company may revise it at any time and implement it after the change is reported.

- 此恢復原級別資格之狀態以該會員退貨手續完成 後之次月1日生效。
- 8. 退貨之產品價值減損原則:
  - (一)產品價值減損之計算標準,原則上以 該商品之功能、效用、交易上特性,及其 可銷售性等因素而為認定。
  - (二)化妝與美容保養品及保健食品較重視 品質及保存時效;衣飾類較重視衛生及外 觀;機器類產品較重視功能之正常運作及 主要零配件之供應。
- 9. 本辦法於向公平交易委員會完成報備後實施,如有必要時,本公司得隨時修正再經變更報 備後實施。

	退貨理由	自收取貨物日起	價值減損百分比 (產品未拆於仍可販售)	價值減損百分比 (產品已使用不可販售)
一般遊貨		第0至30天內	0%	100%
		第31至60天內	10%	
		第61至120天內	30%	
		第121至183天內	50%	
		第184 (含)天內	100%	
解除合約	訂約之	日(猶豫期)30天內	0%	100%
終止合約 (最高級質)	訂約之日 (獨豫期) 30天後	第31至60天內	0%	100%
		第61至120天內	30%	
		第121至183天內	50%	
		第184(含)天內	100%	]

#### 附註:

- 1. 依據「多層次傳銷管理法」第4章之規定制定之。
- 2. 合理檢視範圍:指會員因檢查的必要或因不可歸責於自己之事由,導致所收取的產品有毀損、滅失、或變更者,其解除權不消滅。也就是會員於「合理檢視範圍」和「鑑賞期內」,可不具任何理由、負擔任何費用,要求公司退貨並全額還款。反面解釋,只要產品之毀損、滅失或變更,係因檢查以外之任何可歸責於消費者之事由所致者,消費者之契約解除權即告消滅,也就是不得再主張。
- 3. 可重新銷售之定義係以該退貨商產品仍未 過保存期限、包裝完整未經開封且未經更 改為標準。公司得以該商品之交易特性、 效用、功能性及其他因素作個案判斷。 (4Life 台灣分公司不重新銷售退貨之產 品)
- 4. 下述狀況之產品, 視為不可重新銷售(其價值已百分之百減損):
  - (一)產品已拆封使用。



	退貨理由	自收取貨物日起	價值減損百分比 (產品未拆約仍可服物)	價值減損百分比 (產品已使用不可販售)
一般逃貨		第0至30天內	0%	
		第31至60天內	10%	
		第61至120天內	30%	100%
		第121至183天內	50%	
		第184(含)天內	100%	
解除合約	訂約之	日(猶豫期)30天內	0%	100%
終止合約 (最高資質)	訂約之日 (獨豫期) 30天後	第31至60天內	0%	100%
		第61至120天內	30%	
		第121至183天內	50%	
		第184(含)天內	100%	

# Note:

- Established in accordance with the provisions of Chapter 4 of the "Multi-level Marketing Management Law".
- 2. Reasonable scope of inspection: Refers to the damage, loss, or change in the product upon receipt of the Affiliate that are not attributable to the Affiliate, the right to return or exchange the product will remain enforce. That is to say, members can request the company to return the goods and refund the full amount without any reason, up the value paid by the Affiliate for the product, during the "reasonable inspection period" and "expiration period". The contrary interpretation is that as long as the damage, loss or change of the product is attributable to the consumer, the consumer's right to return product shall be eliminated, that is to say, no further claims shall be warranted.
- 3. The definition of resalable product is based on the standard that the returned product has not exceeded its expiration date; the product packaging and labeling have not been altered or damaged. The company uses the transaction type, effectiveness, functionality, and other factors of the commodity to make a case-by-case judgment. (FORLIFE RESEARCH INTERNATIONAL, LLC will not re-sell returned products)
- 4. Under the following conditions, products are deemed to be non-resalable (its value has been reduced by 100%):
  - a. The product opened for use.
  - b. The product is discolored, deteriorated, or deformed.

- (二)產品已變色、變質或變形。
- (三)產品遭蓄意毀損、破壞。
- (四)產品已無交易上價值。
- (五)產品已喪失其應有之功能。



- The product is deliberately damaged or destroyed.
- d. The product has lost its intended function.

# 8. Dispute Resolution and Disciplinary Proceedings

### 8.1. Disciplinary Sanctions.

According to the Affiliates, there shall not be any behaviors that violate the contract and the relevant regulations of the Multi-level Marketing Management Laws, especially the following behaviors:

- 1. Promoting or selling goods or services, or recruiting participants to the sales organization, by deceptive or misleading means.
- 2. Defrauding others in the name of the multi-level marketing enterprise or through its organization.
- 3. Engaging in sales tactics that run counter to public order or good morals.
- 4. Affecting consumers' rights and interests by improper direct sales visitations.
- 5. Engaging sales that violate criminal law or other laws or regulations governing industry and commerce.

Violation of the Agreement, these Policies, or any illegal, fraudulent, deceptive, or unethical business conduct by an Affiliate may result, at 4Life's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition.
- Requiring the Affiliate to take immediate corrective measures.
- Loss of privileges, included but not limited to loss of MyShop website privileges.
- Loss of one or more bonuses and commissions.
- Withholding from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that 4Life is investigating any conduct allegedly violating the Agreement. If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period.
- Loss of recognition, including but not limited to, in 4Life Official Materials and events, special awards and incentive trips.

# 8. 解決爭議與懲罰程序

# 8.1 懲罰性制裁

依會員不得有任何違反合約以及多層次傳銷管理辦 法相關規定之行為,特別是下列行為:

- 一、以欺罔或引人錯誤之方式推廣、銷售商品或 勞務及介紹他人參加 4Life 組織。
- 二、假借多層次傳銷事業之名義或組織向他人募 集資金。
- 三、以違背公共秩序或善良風俗之方式從事傳銷 活動。
- 四、以不當之直接訪問買賣影響市場交易秩序或 造成消費者重大損失。
- 五、從事違反刑法或其他工商管理法令之傳銷活 動。

依據 4Life 的判斷,會員如有任何違背合約、本政 策或任何違法、欺詐、欺騙或不道德的行為者,將 導致一項或多項下述糾正措施:

- 發布書面警告或告誡。
- 要求會員立即採取更正措施。
- 喪失特權,包括但不限於 MyShop 特權的喪失。
- 喪失一份或多份紅利與佣金。
- 當 4Life 調查任何涉嫌違背合約之行為時, 4Life 可以扣留會員的所有或部分紅利與佣金。 如果會員的業務因為懲罰而被解除及終止會員資 格,會員將沒有資格重新獲得調查期內扣留的任 何紅利與佣金。
- 失去 4Life 級別認可,包括但不限於參與4Life 官方活動、獎勵活動和獎勵旅行的資格。
- 暫停個人的會員合約一個或多個獎金支付期。
- 非自願終止違反者的會員合約。
- 合約的任何條款明確允許的任何其他措施, 或 4Life 認為能夠執行並且可以公正地解決部分 或全部因會員違反政策或違背合約而造成之損失 的任何其他措施。



- Suspension of the Affiliate's Affiliate Agreement for one or more bonus periods.
- Involuntary Cancellation of the offending Affiliate's Affiliate Agreement.
- Any other measure expressly allowed within any provision of the Agreement or which 4Life deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's Policy violation or contractual breach.

In situations deemed appropriate by 4Life, the Company may institute legal proceedings for monetary and/or equitable relief.
In addition, if the Affiliate contract is cancelled or terminated due to policy violations, 4Life reserves the right not to accept the Affiliate's return.

#### 8.2. Grievances and Complaints.

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective 4Life businesses, the complaining Affiliate should report the situation in writing to 4Life's Compliance Department by mail or by email at compliance@4life.com.

#### 8.3. Appeals of Sanctions.

Following the issuance of a sanction (other than a suspension pending an investigation), the disciplined Affiliate may appeal the sanction to the Company. The Affiliate's appeal must be in writing and received by 4Life's Compliance Department within fifteen (15) days from the date of 4Life's sanction notice. If the appeal is not received by 4Life within the fifteen (15) day period, the sanction will be final. The Affiliate must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. If the Affiliate files a timely appeal of the sanction, the Company will review and reconsider the Cancellation, consider any other appropriate action and notify the Affiliate in writing of its decision.

#### 8.4. Dispute Resolution.

For claims seeking ten thousand US Dollars (USD\$10,000) (or local currency equivalent) or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall

在 4Life 認為適當的情況下,公司可以提起財務和 /或公平救濟的法律訴訟。

此外,會員合約因可歸責於會員之事由遭解除或終 止時,4Life有權不接受會員之退貨。

# 8.2 不滿與申訴

如果會員對另一位會員就與其各自 4Life 業務有關的任何營業或行為產生不滿或申訴,申訴的會員應當以書面方式報告至 4Life 公司法務部門或寄發電子郵件至 taiwanCS@4life.com。

#### 8.3 制裁的申訴

在進行制裁(不同於等待調查的暫停)後,受罰之 會員可以向公司提起申訴。會員的申訴必須為書面 方式,並且自 4Life 通知制裁之日起 15 天內送達法 務部門。如果 4Life 在 15 天內未收到申訴,制裁將 成為最終決定。會員必須連同其訴願書一起呈交所 有佐證文件,並且完整、詳細地說明他/她認為公 司的最初決定有誤之原因。如果會員對制裁及時訴 願,公司將檢查並重新審議解除及終止,考慮任何 其他適當的行動,並以書面方式向會員通知其決 定。

# 8.4 紛爭解決

對於因本合約或與本合約有關金額為美金 10,000 元以上之請求,在依本條提起仲裁前,雙方應善意會面並嘗試以保密且不具拘束力的調解解決此紛爭。



meet in good faith and attempt to resolve such a dispute through confidential non-binding mediation through The Chinese Arbitration Association, Taipei. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association ("AAA"). The mediation shall occur within sixty (60) days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah and shall last no more than two (2) business days.

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through binding confidential arbitration through The Chinese Arbitration Association, Taipei. The parties waive rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process or other settlement negotiations as well as unresolved claims for less than ten thousand US Dollars (USD\$10,000) (or local currency equivalent) not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at www.adr.org. Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to an Affiliate upon request to 4Life's Compliance Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.

一個雙方同意的個人應被指派為調解人。若雙方不能同意調解人,提出請求之一方應請求中華民國仲裁協會(The Chinese Arbitration Association, Taipei)指派調解人。調解應於指派調解人後 60 日內發生。調解人的費用及支出,以及調解的費用及支出,應由雙方共同公平分擔。每一方均應最少於調解 10 日前支出其應分攤之預期費用及支出。每一方均應支付其自己的律師費、費用及關於舉行及參加調解的個人支出。調解應於台灣台北市(Taipei,Taiwan)進行,且不得超過 2 天。

除非本合約另有約定,因合約引起或與其有關的任何法律起訴緣由、或對合約的違背,將由中華民國仲裁協會(The Chinese Arbitration Association, Taipei)依據仲裁法(Arbitration Law)進行仲裁,並可將仲裁人宣布的結果呈交任何擁有司法權的法庭。會員放棄透過法庭進行審判的所有權利。仲裁程序是用於未能依前段調解程序或其他和解協商解決之爭端,或其他少於美金10,000元而無前段調解要件拘束的爭議。除非雙方另行約定,下列法律應適用於所有仲裁:

- 美國聯邦證據法應適用於所有案件。
- 雙方均有所有聯邦民事程序法許可的證據開示(Discovery)權利。
- 雙方得依聯邦民事程序法第 12 和/或第 56 條提出聲請。
- 聯邦仲裁法將規範所有關於仲裁之事項。無 論國際私法之規定,美國猶他州之法律將規範與 此合約有關或由此合約而生的事項。
- 指派仲裁人後應於 365 天內舉行仲裁庭,仲裁庭不得超過 5 天。
- 雙方應有相同的時間答辯。
- 仲裁應以單獨案件提起,不得為共同或集體 仲裁。

所有仲裁程序都應當在台灣台北市(Taipei,

Taiwan)進行。應由中華民國仲裁協會之名單內選擇一名仲裁人。各仲裁方均應負擔自己的仲裁費用與支出,包括法律及仲裁費。進行仲裁的各方應將仲裁庭的裁定做為最終決定約束各方,並且可以在必要時改為有司法權的任何法庭的判決。此仲裁協議在合約終止或期滿後仍然有效。

當事者各方及仲裁人皆須對仲裁過程保密,不得向 第三方透露:



- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- The arbitration hearing shall commence no later than three-hundred sixty-five (365) days from the date on which the arbitrator is appointed and shall last no more than five (5) business days.
- The parties shall be allotted equal time to present their respective cases.
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Taipei, Taiwan. There shall be one arbitrator selected from the panel that the AAA provides through The Chinese Arbitration Association, Taipei. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the Cancellation or termination of the Agreement. The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; and
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

- 爭議、爭論或宣稱的內容或基礎;
- 任何和解的內容或討論的和解方案或協議的內容;
- 仲裁過程中任何論辯、論辯內容、證詞等;
- 仲裁聽證會或仲裁過程中所呈的證詞或證據;
- 仲裁裁決的條款或罰金;及
- 仲裁人對案件涉入的程序和/或爭議點的裁決。

合約中的任何條款均不得阻止任何一方向合約中各 方同意管轄的任何法院申請和取得臨時禁止令、初 步或永久性禁制令或保護其商業秘密和智慧財產權 的其他保護措施、貿易協議和/或保密條款,包括 但不限於強制執行合約中非招攬條款的權利。



Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in this Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the non-solicitation provision of this Agreement.

#### **Damage Limitation**

In any action arising from or relating to this Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

#### **Liquidated Damages**

In any case which arises from or relates to the wrongful termination of Affiliate's Affiliate Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Affiliate's Affiliate Agreement and/or loss of their independent business held to be pursuant to a breach of contract or otherwise wrongful termination under any theory of law, Affiliate's maximum sole remedy shall be liquidated damages calculated as follows:

- For Affiliates at the "Paid As" rank of Diamond Elite or lower, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the twelve (12) months immediately preceding the termination.
- For Affiliates at the "Paid As" rank of Presidential through Silver Elite, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the eighteen (18) months immediately preceding the termination.
- For Affiliates at the "Paid As" ranks of Gold through Platinum Elite, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in

## 損害限制

任何因合約引起或與合約有關的訴訟中,即使另一方已被告知可能發生類似損害,雙方皆放棄所有附帶和/或間接損害的索賠,亦放棄未來所有懲戒性或懲罰性賠償的索賠。

# 約定違約金

雙方皆認同,任何因會員合約和/或獨立經營權的錯誤終止而產生或與之相關的糾紛,其損害極難以確定。因此,雙方同意,若會員合約的非自願終止和/或獨立經營權的喪失係因違反合約或其它在法律理論下的錯誤而終止,會員的單一最高補償金額之計算為:

- 「獎金支付」級別為鑽石菁英以下級別的會員,最高補償金額為他/她在終止前12個月內依獎勵計畫所領取到的紅利與佣金總和。
- 「獎金支付」級別為總裁級至銀級大使的會員,最高補償金額為他/她在終止前 18 個月內依獎勵計畫所領取到的紅利與佣金總和。
- 「獎金支付」級別為黃金級至白金大使的會員,最高補償金額為他/她在終止前24個月內依獎勵計畫所領取到的紅利與佣金總和。

紅利與佣金總和應包括會員依獎勵計畫所領取到的 獎金與分紅,以及銷售 4Life 產品而獲得的零售利 潤。零售利潤方面,會員須將銷售產品給客戶時所 提供的完整且詳細填寫的銷貨收據之詳實正確的影 本提供給公司,以茲證明。

雙方同意上述補償金額之計算公平且合理。



the twenty-four (24) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Affiliate pursuant to the Life Rewards Plan as well as retail profits earned by Affiliate for the sale of 4Life products. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed sales receipts provided by Affiliate to Retail Customers at the time of the sale.

The parties agree that the foregoing liquidated damage schedule is fair and reasonable.

An Affiliate's "Paid As" rank is the rank or title at which they actually qualified to earn compensation under the Life Rewards Plan during a bonus period. For purposes of this Policy, the relevant bonus period to determine an Affiliate's "Paid As" rank is the bonus period one month prior to the month the Affiliate's business is placed on suspension or terminated, whichever occurs first. The "Paid As" rank differs from the "High Rank," which is the highest rank that an Affiliate has ever achieved under the Life Rewards Plan.

8.5. Governing law, Jurisdiction and Venue

For all disputes that do not apply to arbitration, the laws of the Republic of China will govern all other matters related to or caused by the contract, unless the law of the Affiliate's place of residence clearly requires its law to be applied.

# 9. Ordering

# 9.1. Purchasing 4Life Products.

Each Affiliate should purchase his or her products directly from 4Life. If an Affiliate purchases products from another Affiliate or any other source, the purchasing Affiliate may not receive the Life Points associated with that purchase.

#### 9.2. General Order Policies.

On orders with invalid or incorrect payment or other general issues, 4Life will attempt to contact the Affiliate. If these attempts are unsuccessful after five (5) business days, the order will be cancelled.

會員的「獎金支付」級別係指獎金計算期間實際符合獎勵計畫中的級別。就本政策而言,界定會員「獎金支付」級別的獎金計算期間為會員業務被暫停或終止月份的前一個月之獎金計算期間,以先發生者為準。「獎金支付」級別與「最高級別」不同,「最高級別」是指會員曾依照獎勵計畫所達成的最高級別。

## 8.5 管轄法律、司法權和審判地

對於所有不適用仲裁之爭議,中華民國法律將管理 與合約相關或因合約引起的所有其他事宜,除非會 員所居住地的法律明確要求應適用其法律。

#### 9. 訂貨

# 9.1 <u>購買 4Life 產品</u>

每位會員應當直接從 4Life 購買他/她的產品。如果會員從另一位會員或任何其他來源購買產品,購買的會員將不能獲得與此次購買有關的個人產品積分(LP)。

## 9.2 一般訂貨政策

如果訂單的付款無效或不正確, 4Life 將透過電話和/或郵件聯絡會員,努力取得另一次付款。如果這些嘗試在5個工作日後仍不成功,訂單將不被處理地退回。



# 9.3. Shipping Policy.

4Life will normally ship products within one (1) business day from the date on which it receives an order. 4Life will expeditiously ship any part of an order currently in stock.

### 9.4. Confirmation of Order.

An Affiliate and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify 4Life of any shipping discrepancy or damage within thirty (30) days of shipment will cancel an Affiliate's right to request a correction.

### 9.5. Payment and Shipping Deposits.

No monies should be paid to or accepted by an Affiliate for a sale except at the time of product delivery. Affiliates should not accept monies to be held for deposit in anticipation of future deliveries.

# 9.6. Restrictions on Third-Party Use of Credit Cards and Checking Account Access.

Affiliates shall not use unauthorized credit cards to or to make purchases from the Company; likewise, Affiliates shall not permit other Affiliates, Retail Customers to use their credit cards or permit debits to their checking accounts to enroll or to make purchases from the Company.

## 9.7. Business Tax

It's a business operation, Affiliates will be responsible for business tax. Therefore, 4Life may collect business tax based on the product purchase price paid by the Affiliate, and then pay it to the tax authority.

# 10. Inactivity and Cancellation

#### 10.1. Effect of Cancellation and Termination.

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies, 4Life shall pay commissions to such Affiliate in accordance with the Life Rewards Plan.

An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating product sales and all activities related to generating product sales (including, but not limited to, building a Marketing Organization). Following an

## 9.3 運送政策

正常情況下,4Life 將自收到訂單之日起 1 個工作日內發貨。 4Life 將立即發送訂單中任何有庫存的產品。

# 9.4 確認訂單

會員和/或訂單接收者必須確認收到的產品符合運送發貨單所列之產品,並且沒有損毀。未在運送之日起30天內向4Life通知任何運送差異或損毀,將取消會員申請更正的權利。

# 9.5 付款與運送保證金

除了在交付產品時,會員不得收取或接受向客戶銷售的任何費用。會員不得接受客戶的資金,做為預期將來交貨的保證金。

# 9.6 第三方使用信用卡與支票帳戶的限制

會員不得使用未經授權的信用卡;同樣,會員不得 允許其他會員、零售客戶或會員使用他/她的信用 卡,或允許貸記入其支票帳戶,以進行登記或從公 司購買產品。

## 9.7 營業稅

由於其業務經營,會員需負擔營業稅。因此, 4Life 可能依據會員支付予公司的產品購買價格收取營業稅,並繳交給稅務機關。

# 10. 不活躍與解除及終止合約

#### 10.1 解除及終止合約的影響

只要會員保持參與活動並遵守會員合約和本政策的 條款, 4Life 就將依據獎勵計畫向會員支付紅利與 佣金。

會員的紅利與佣金構成了會員進行銷售和與銷售有關所有活動的全部報酬(包括但不限於建立下線組織)。在會員不續簽其會員合約、因為不活躍自願解除及終止或非自願解除及終止其會員合約後,上述會員對其經營的下線組織,或組織銷售產生的任



Affiliate's non-continuation of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Affiliate Agreement (all of these methods are collectively referred to as "Cancellation"), the former Affiliate shall have no right, title, claim, or interest to the Downline Marketing Organization which he or she operated, or any commission or bonus from the product sales generated by the Marketing Organization. Affiliates waive any and all rights, including, but not limited to, property rights, in the Marketing Organization which they may have had. Following an Affiliate's Cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold him or herself out as a 4Life Affiliate and shall not have the right to sell 4Life products. An Affiliate whose Affiliate Agreement is cancelled shall receive commissions and bonuses only for the last full bonus period he or she worked and qualified prior to Cancellation (less any amounts withheld during an investigation preceding an involuntary Cancellation).

10.2. Cancellation Due to Inactivity.

Affiliates who produce less than the required Principal Volume (or "PV") as outlined in the Life Rewards Plan for any bonus period will not receive a commission for the sales generated through their Marketing Organization for that bonus period. If an Affiliate has not generated any Principal Volume for a period of six (6) consecutive calendar months (and thus becomes "inactive"), his or her Affiliate Agreement shall be canceled for inactivity following the last day of the sixth (6th) month of inactivity that is beyond the initial one (1) year period of the Agreement. Written confirmation of the Cancellation will not be provided by 4Life.

10.3. Involuntary Cancellation (Termination).

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by 4Life in its sole discretion, may result in disciplinary actions being taken against the Affiliate at 4Life's discretion. Such disciplinary actions may include, but are not limited to, the involuntary Cancellation of the offending Affiliate's 4Life Agreement and business. If the Affiliate's 4Life Agreement and business is cancelled, the Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier,

何紅利與佣金,即不具有權利、資格、要求或利益。會員放棄在他們可能曾經擁有的下線事業組織中的任何與全部權利,包括但不限於財產權。當會員解除及終止其會員合約後,上述會員不應再聲稱自己為 4Life 會員,並且不應擁有銷售 4Life 產品或服務的權利。解除及終止會員資格的會員只能獲得他/她在解除及終止前工作的最後一個完整支付週期內的紅利與佣金(扣除任何非自願解除及終止前進行調查扣留的金額)。

#### 10.2 因不活躍而解除及終止會員資格

會員個人銷售額在任何支付期內低於 4Life 獎勵計畫明確要求之個人業績 (PV) 的會員,將不能獲得其團隊組織在該支付期內產生之銷售紅利與佣金。如果會員在連續 6 個月內未達到他/她的個人銷售要求(並因此成為「不活躍」),他/她的會員合約將因為不活躍而在不活躍的第 6 個月的最後一天被解除及終止會員資格。 4Life 亦不提供解除及終止會員資格的書面證明。

# 10.3 非自願解除及終止會員資格

會員違反合約的任何條款,包括 4Life 自行決定進行的任何修訂,將引致合約所列之任何處罰,包括但不限於他/她的會員合約的非自願解除及終止。解除及終止將以郵寄、傳真、快遞至公司最後所知之會員或其律師住址或以電子郵件寄送到公司資料所載的電子信箱,或會員收到實際通知,並以最先抵達之方式及時點生效。 4Life 保留根據個案之具體情況預扣和/或永久扣留資金和阻止任何結束組織的權利。



addressed to the Affiliate's last known address or that of his or her attorney, emailed to the Affiliate's email address on file with the Company, or when the Affiliate receives actual notice of Cancellation, whichever occurs first. 4Life reserves the right to withhold and/or permanently retain funds and prevent any roll-up depending on the individual circumstances surrounding each case.

# 10.4. <u>Voluntary Cancellation.</u>

An Affiliate has a right to cancel at any time for any reason. Cancellation must be submitted in writing by mail, facsimile, or email to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address, and 4Life Identification Number. If a canceling Affiliate wishes to remain a Preferred Customer, he or she must contact 4Life's Customer Service Department to re-establish a Preferred Customer account. The Preferred Customer account must have the same Sponsor as the Affiliate Account. If an Affiliate wishes to re-enroll, such re-enrollment must be in accordance with Section 3.12 of these Policies.

# 10.4 自願解除及終止會員資格

會員有權在任何時間,出於任何理由解除及終止 4Life 會員資格。解除及終止會員資格必須透過郵 寄、傳真或電子郵件的方式以書面形式提交給公司 的主要營業地址。書面通知必須包括會員的簽名、 正楷姓名、住址和會員編號。若會員欲重新入會, 則需遵守本政策中 3.12 相關規定。



# **GLOSSARY OF TERMS**

4Life	The term "4Life" as it is used throughout the Agreement means FORLIFE
	RESEARCH INTERNATIONAL, LLC (also referred to as the "Company.").
4Life Identification Number	A unique number given to 4Life Preferred Customers and Affiliates used by the
(or 4Life ID #)	Company to identify them.
4Life Income Disclosure	4Life's income disclosure statement that is updated annually, located at
Statement	4life.com under "Resources."
Active Affiliate	An Affiliate who makes a product or marketing material purchase from 4Life.
Affiliate	Independent contractor, who is not the purchaser of a franchise or a business
	opportunity. The Agreement between 4Life and its Affiliates does not create an
	employer/employee relationship, agency, partnership, or joint venture between
	the Company and the Affiliate. An Affiliate shall not be treated as an employee
	for his or her services or for federal or state tax purposes. All Affiliates are
	responsible for paying local, state, and federal taxes due from all compensation
	earned as an Affiliate of the Company. The Affiliate has no authority (express or
	implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours and methods of sale, so long as he or she complies with
	the terms of the Affiliate Agreement, these Policies, and applicable laws.
Affiliate Price	The amount charged for 4Life products for Affiliates who purchase directly from
Armaterrice	the Company as designated in the 4Life Product Price
Agreement	The contract between the Company and each Affiliate, which includes the
Agreement	Affiliate Application and Agreement, the 4Life Policies and Procedures, and the
	Life Rewards Plan, all in their current form and as amended by 4Life in its sole
	discretion. These documents are collectively referred to as the "Agreement."
Associated Individual	Any member of an Affiliate's Family Unit, and/or a corporation, partnership,
	limited liability company, trust, or other entity associated in any way with an
	Affiliate.
Business Entity	A corporation, partnership, limited liability company, or trust that is enrolled as
	an Affiliate.
Business Entity Information	The form used to transfer an Affiliate Account from an individual to a Business
Form	Entity. This form is located in 4Life's back office under "Business Resources."
Cancellation	An Affiliate's non-continuation of his or her Affiliate Agreement for one of the
	following reasons: (1) cancellation for inactivity; (2) voluntary cancellation; or (3)
	involuntary cancellation (termination).
Company	The term "Company" as it is used throughout the Agreement means FORLIFE
Compliance Boneston and	RESEARCH INTERNATIONAL, LLC (also referred to as "4Life").
Compliance Department	The department within 4Life that oversees compliance with these Policies. The
Cuara Cuarus Cuaracuina	email address for the Compliance Department is <a href="mailto:compliance@4life.com">compliance@4life.com</a> .  The appellment disease in disease or other wises of an individual are estimated.
Cross-Group Sponsoring	The enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Preferred Customer enrollment or Affiliate Agreement on
	file with 4Life, or who has had such an agreement within the preceding six (6)
	calendar months (if Diamond Elite rank or below), or twelve (12) calendar
	months (if Presidential rank or above).
Customer Service	The department within 4Life that assists Affiliates with all of their 4Life purchases
Department	and business needs. The Customer Service Department can be reached by
	telephone at +2-7741-4160, by facsimile at +886-2-27165378, or by email at
	taiwanCS@4life.com.
	amanag melaani.



Downline	The Preferred Customers and Affiliates in a particular Affiliate's Marketing
	Organization.
Downline Activity Report	A report with information generated by 4Life that provide critical data relating to the management of a Affiliate's 4Life business, the identities of Affiliates, product sales information and enrollment activity of each Affiliate's Marketing Organization. Downline Activity Reports include the data contained in an Affiliate's MyShop account. The information is confidential and constitutes proprietary business trade secret information belonging to 4Life.
Enroller	An Affiliate who personally recruits another Affiliate and places the new Affiliate in his or her Downline. The Enroller of a new Affiliate may also be the new Affiliate's Sponsor.
Enroller and Sponsor	The form that is to be used within the first ten (10) days when an Affiliate enrolls
Transfer Form (Within First	and learns he or she is enrolled under the incorrect Enroller and/or Sponsor. This
10 Days of Enrollment)	form is located in 4Life's back office under "Business Resources."
Entity Documents	The certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents, or other related documents of a Business Entity.
External Website	An Affiliate's own personal website, or other web presence that is used for an Affiliate's 4Life business, but which is not hosted on 4Life's servers and has no official affiliation with 4Life. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes 4Life products and/or the 4Life opportunity is considered an External Website.
Family Unit	Spouses, domestic partners, and dependent children living at or doing business at the same address.
Level	The layers of Downline Preferred Customers and Affiliates in a particular Affiliate's Marketing Organization. This term refers to the relationship of a Preferred Customer or Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth Level.
Life Points	Every commissionable 4Life product is assigned a point value. Affiliate commissions are based on the total point value of products sold by each Affiliate and his or her Marketing Organization. Sales aids have no Life Point value.
Life Rewards Plan	4Life's compensation plan for Affiliates.
MyShop	The complimentary MyShop account offered by 4Life. A Preferred Customer or Affiliate must login to 4Life's back office. Initially, the Preferred Customer's or Affiliate's default URL will be "www.4life.com/ <affiliate's #="" 4life="" id="">." Upon approval from 4Life's Compliance Department, an Affiliate may change this default; however, the approval is subject to the terms of paragraph 3.2 of these Policies.</affiliate's>
Official 4Life Materials	Literature, audio or video recordings, and other materials developed, printed, published and/or distributed by 4Life to Affiliates.
Policies	These Policies and Procedures.
Principal Volume (also known as "PV")	Principal Volume is the total Life Points (LP) of an Affiliate for product purchases that: (a) the Affiliate purchases to consume or sell for a retail profit; and (b) the Affiliate's customers purchase on the Affiliate's MyShop or directly on the Affiliate' s account.



Product Price List	4Life Product Price List for Affiliates, Preferred Customers, and Retail Customers who purchase directly from 4Life (as published and modified from time to time). Located at 4life.com and in printed form.
Social Media	Any type of online media that invites, expedites, or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, to rate, comment, or respond to content. Examples of Social Media include, but are not limited to, blogs, Facebook, Instagram, Twitter, LinkedIn, Pinterest, and YouTube.
Sponsor	The Affiliate who is another Affiliate's direct upline. The Sponsor of a new Affiliate may also be the new Affiliate's Enroller.



# 名詞解釋

4Life	條款中所提到的「 4Life 」為美商福萊有限公司台灣分公司。
4Life 會員編號(會員	每一位簽屬完成會員合約而加入 4Life 的會員都會獲得一個專屬的編號。
D)	
4Life 收入揭露聲明	每年更新、位於 4Life.com 「資源」項下的 4Life 收入揭露聲明。
「活躍」的會員	完成產品或銷售資料購買的會員。
會員	非特許權或團隊機會的購買的獨立承攬人。4Life 與其會員之間的合約不構成公司與會員之間的雇主/雇員、代理、合夥或聯合投資關係。會員不因為他/她的服務或繳納稅款而被當作 4Life 雇員。所有會員都必須因為身為公司的會員而賺取的所有報酬支付稅款。會員沒有權利(無論係明確的或隱晦的)讓公司承擔任何義務。只要遵守會員合約的條款、本政策以及適用的法
	律,每位會員都可以建立他/她本人的目標、工時及銷售方法。
會員價格	產品訂購單中,會員直接向公司購買產品的價格。
合約	公司與每位會員之間的合約,包括會員入會申請書、4Life 政策與程序、 4Life 獎勵計畫,並包括其現有形式和4Life 自行決定進行的修訂。這些文件 統稱為「合約」。
關係人	會員之家庭單位和/或公司、合夥、有限公司、信託或其他與會員有關的營利事業。
營利事業	以公司、合夥、股份有限公司、信託等名義加入成為會員。
會員資格轉讓申請書	用於將個人會員轉為營利事業的表格。此表位於 4Life 之後台之「業務資源」項下。
解除或/及終止	會員基於以下原因,而喪失與 4Life 的合作關係: (1)因不活躍而被非自願結束合作關係; (2)自願結束合作關係; (3)非自願結束合作關係。
公司	條款中所提到的「公司」為美商福萊有限公司台灣分公司
法務部門	4Life 內部負責監督執行這些政策的部門。法務部門的電子信箱為 compliance@4life.com。
搶線	透過直接、間接或其他方式,使已經是現有會員合約或在6個月(鑽石菁英以下)或12個月(總裁級以上)內有此合約之個人或營利事業加入。
客服部門	4Life 內協助會員達成其 4Life 購買與業務需求之部門。可以致電 +886-2-77414160、傳真 +886-2-27165378 或 e-mail 至 <u>taiwanCS@4life.com</u> 與客服部門 聯絡。
下線	特屬於會員以下組織中的會員。
團隊報表	由 4Life 所提供的報表,供會員做業績查詢、產品銷售 統計、及新人入會數的統計。下線活動報告包含會員之 MyShop 帳號之資料。該報表所有資訊皆 為商業機密,禁止向任何第三方直接或間接公開任何資訊。
推薦人	推薦會員入會並使其成為下線的會員。新會員的推薦人也可以同時是安置人。
安置人變更申請書(入會 10日內)	新會員入會的 10 日內,得申請更改安置人。
營利事業須繳交文件	公司營業登記證、組織章程、合夥協議、經營協議、信託文件或商業實體的其他相關文件。
外部網站	會員之個人網頁,或非 4Life 伺服器所經營、亦非 4Life 官方連結的會員作 為經營 4Life 事業用途的網頁。除傳統網頁外,在部落格平台上經營的部落 格或網頁,宣傳 4Life 產品和/或 4Life 的機會皆被視為外部網站。



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在同一個地址居住或經商的配偶,家庭伴侶和受撫養子女。
在會員的組織中,會員親推的下線和會員之間的關係。此詞指涉會員與特
定上線會員之關係,取決於其間有 推薦關係之會員的人數。例如: A 親推
B、B親推C、C親推D、D親推E,則E是在A的第4層。
個人產品積分(Life Point),每個被用來計算紅利與佣金的 4Life 產品被指定的
積分數值。會員獎金即依據每位會員及其組織中所售產品的總積分值而定。
4Life 會員專屬的獎勵計畫,又稱「終身回饋計畫」
由 4Life 提供給會員所使用的免費帳戶。會員或新會員必須登入 4Life 之內
台。會員預設 URL 為「 <u>www.4life.com/</u> <會員 4Life ID#>」。此預設會員
編號 若要更動,將依據政策與程序 3.2 的規範,且需經 4Life 相關部門核
准。
4Life 提供給會員而發展、列印或公布的任何印刷、音頻、錄影介紹或其他
資料。
本政策及程序。
個人業績(Principle volume)意指會員在個人產品積分(LP)的計算總額。包
括: (1) 會員為個人使用或重新銷售而訂貨之積分, (2) 顧客在其
MyShop 之顧客購買及以該會員帳號訂貨之積分。
4Life 給會員直接自 4Life 購買之隨時更新之產品價格表。位於 4life.com 且是
以印刷形式。
任何異於傳統媒體只傳遞訊息,但不允許閱聽人參與創設話題、發展、討
論、回應內容的網路媒體,歡迎、開放、 允許對話、討論或由使用者發起
話題。典型的社群媒體包括但不限於部落格 (Blogs)、臉書 (Facebook)、IG
(Instagram)、推特 (Twitter)、LinkedIn、 Pinterest、 YouTube。
新會員在組織中的上層直屬會員。新會員的推薦人也可以同時是安置人。