



# POMIFERA

*Policies & Procedures*



# POMIFERA

## POLICIES & PROCEDURES

### Return Policy

If you are not completely satisfied with your Pomifera, LLC purchase, please return for a full refund if postmarked within 30 days of receipt. Return shipping and handling fees are paid by customer. All returns must include the original receipt for order tracking.

Please note that when sending a return, make certain to retain your tracking number. Returns that do not arrive at our warehouse cannot be processed.

### Starter Kit/Business Box Return Policy

Business Boxes are non-refundable.

### Return Information

Please note: Products purchased with points are non-refundable and not available for refunds. We cannot return partial items in a bundle. Bundles/collections must be returned as a whole set. Specialty, closeout or discounted items cannot be returned, all sales are final on these items.

Pomifera, LLC  
Returns/Exchanges  
3165 320th Street  
Crawfordsville, IA 52621

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**Policies and Compensation Plan Incorporated into Partner Agreement; Amendments.** These Policies and Procedures, in their present form and as amended at the sole discretion of Pomifera, LLC Industries Inc (hereafter "Pomifera, LLC" or the "Company"), are incorporated into the Pomifera, LLC Partner Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Pomifera, LLC Partner Agreement, the Policies and Procedures, the Pomifera, LLC Compensation Plan, and the Pomifera, LLC Business Entity Addendum (the Business Entity Addendum is only applicable to independent consultants who enroll as a business entity). Independent consultants shall be referred to herein as "Partners." The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended.

**Policies and Provisions Severable.** If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.

**Term and Renewal of Your Pomifera, LLC Business.** The term of this Agreement is month-to-month. It automatically renews for an additional month upon the Partners failure to terminate via cancellation.

**\*Compliance with the Law.** Partners must not engage in any act or omission that constitutes a violation of the law.

**General Conduct.** Partners shall safeguard and promote the good reputation of Pomifera, LLC and its products, and must avoid all deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Partners shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this policy, and the following list is not a limitation on the standards of conduct to which Partners must adhere pursuant to this policy, the following standards specifically apply to Partners' activities:

- \*Partners must identify themselves as a Pomifera Independent Partner in all advertising, telephone directory listings, promotional material, social media postings, websites, and other forums in which they promote Pomifera, LLC's products, services and/or the Pomifera, LLC business. Partners are responsible for the content of all material that they produce and all of their postings on any social media website, as well as all posting on any social media website that they own, operate, or control.
- \*Deceptive conduct is always prohibited. Partners must ensure that their statements are truthful, fair, accurate, and are not misleading in any fashion;
- Partners must conduct themselves in ways that are respectable to all those who have Partnered with Pomifera as well as all members the Network Marketing Industry. Disparagement of any kind may result in warning or possible suspension, depending on the severity of breach.
- \*Partners may not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- If a Partner's Pomifera, LLC business is cancelled for any reason, the individual must discontinue using the Pomifera, LLC name, and all other Pomifera, LLC intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
- \*Partners may not represent or imply that any state or federal government official, agency, or body has approved or endorses Pomifera, LLC, its program, or products.
- \*Partners must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in the course of their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

**Social Media.** In addition to meeting all other requirements specified in these Policies, should a Partner utilize any form of social media, including but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the Partner agrees to each of the following:

- To generate sales, a social media website must link only to the Partner's personal Pomifera, LLC replicated website, Pomifera, LLC's corporate website or an official Pomifera, LLC corporate social media page.

- It is each Partner's responsibility to follow the social media website's terms of use. If the social media website does not allow its website to be used for commercial activity, you must abide by the website's terms of use as well as all other rules of the website.
- Any social media website that is directly or indirectly operated or controlled by an Partner that is used to discuss or promote Pomifera, LLC's products, or the Pomifera, LLC opportunity may not link to any website, social media website, or website of any other nature that discusses the business opportunities and/or recruitment of any direct selling company other than the Partners Pomifera, LLC replicated website.
- During the term of this Agreement a Partner may not use any social media website on which they discuss or promote, or have discussed or promoted, the Pomifera, LLC business or Pomifera, LLC's products to directly or indirectly solicit Pomifera, LLC Partners for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Partner shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Partners relating to the Partners other direct selling business activities.
- A Partner may post or "pin" photographs of Pomifera, LLC products on a social media website, but only photos that are made available by, or approved by Pomifera, LLC or are taken personally.
- If a Partner creates a business profile page on any social media website that promotes or relates to Pomifera, LLC, its products, or opportunity, the business profile page must relate exclusively to the Partners Pomifera, LLC business and Pomifera, LLC products. If the Partners Pomifera, LLC business is cancelled for any reason or if the Partner becomes inactive, the Partner must deactivate the business profile page.

**Partner Created Marketing Methods, Advertising, Events, and Promotional Material (Promotional).** Partners must use only Pomifera, LLC approved sales, sales aids, advertising, promotional materials, and marketing methods (collectively "Promotional") when promoting the Pomifera, LLC business or Pomifera, LLC's products or services. A Partner who submits Promotional to the Company waives all claims to remuneration for such use and grants Pomifera, LLC an irrevocable license to use the Promotional as the Company deems appropriate. Partners shall not sell or attempt to sell unapproved Promotional to other Partners.

Partners shall not sell goods or services to other Partners nor directly or indirectly assist any third-party to do so. This prohibition includes, but is not limited to, the sale of training courses or materials, marketing systems, lead lists, and tickets to events. If a Partner sells goods or services (or assists a third-party who does so), she shall not charge any fee to, or accept donations from, other Partners for such goods or services. If she inadvertently charges another Partner for any goods or services (or works with a third-party who sells goods or service to Partners), she shall refund the full purchase price plus any incidental fees to any Partner that requests a refund or upon receiving notice from the Company that she must issue a refund to other Partners. The refund must be issued within three business days from the date on which the request or notice is received and the repurchase obligation shall extend for 365 days from the date of sale. If a Partner works with a third-party in violation of the policy, the Partner who assisted the seller shall be obligated to issue the refund referenced in this policy even if the third-party holds the funds.

**Giveaways, Team Rewards and Personal Marketing Promotions.** Partners may utilize giveaways on their personal, public social media accounts to grow their networks and expand their reach. It is prohibited to boost, advertise, sponsor or advertise giveaways through paid ads or publications. All giveaways must be done via a personal social media profile or independent partner page that clearly states that they are an independent partner of Pomifera. Pomifera recommends using giveaways, rewards and other costly marketing tactics with caution as the expense can become burdensome. Pomifera also suggests that you

consider the manner in which you will create relationships with your networks and team if overuse of giveaways or rewards takes place.

Pomifera is committed to your success, which involves the growth and retention of customers and team members that shop with you, follow you and join you based on the customer service and value you offer and not those who interact only when something can potentially be gained or won. It is our intention that this is a profitable business, therefore we ask that you use giveaways responsibly and cautiously.

Pomifera also asks that you use caution when setting expectations of team rewards and/or giveaways, as it can become an unsustainable practice, that once removed, may create upsets or distrusts within your organization or network.

All rewards, promised gifts and giveaways must be dispensed/delivered within 60 days of award/earning. Partners who fail to deliver promised gifts or giveaway earnings are subject to written warning and/or suspension.

It is our position that you, as a Pomifera Partner, should be treated as such. With that, Pomifera instills trust in the way you choose to run your independent business, so long as it complies with Policies & Procedures and does not harm the brand or the brand of others, giving you the freedom to operate your business in the way you see best fit for your individualism.

**Trademarks and Copyrights.** The name "Pomifera, LLC" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of Pomifera, LLC. The Company grants Partners a limited license to use its trademarks and trade names in promotional media for so long as the Partners Agreement is in effect. Upon cancellation of a Partner's Agreement for any reason, his or her license shall immediately expire, and the Partner shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may a Partner use any of Pomifera, LLC's trademarks or trade names in any email address, website domain name, social media handle, social media name or address, or in any unapproved Promotional.

Pomifera, LLC will hold live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Partners, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Partners may not record any company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, company produced Promotional, videos, audios, podcasts, and printed material is also copyrighted. Partners shall not copy any such materials for their personal or business use without the Company's prior written approval.

**Samples.** Distribution of product samples created by independent partners is compliant as long as all applicable state law requirements are met. Samples must be clearly labeled as hand-created by an independent partner. Samples that appear to be company-made or those that have Pomifera Logo, trademarks or other copyrighted material are strictly prohibited.

**\*Logo Usage and Branding.** The name "Pomifera, LLC" and logos are proprietary trade names, trademarks and service marks of Pomifera, LLC. The Company grants Partners a limited license to use these items in ways that represent the brand professionally and compliantly. **Partners must use company fonts and branded color schemes, as well as proper grammar, spelling and punctuation when creating ads or other marketing imagery and must clearly state that the creator is an Independent Partner. Marketing materials or imagery**

that may be confused as company branded or created material is strictly prohibited. Materials with the Pomifera logo or proprietary trademarks may not be sold or distributed without written permissions.  
COMPANY FONTS: Cinzel Regular, Lato Light

**\*Partner Websites.** Partners may create their own websites to promote their Pomifera, LLC business or Pomifera, LLC's products and services. However, official Pomifera, LLC supplied replicated websites are the only online forum through which Pomifera, LLC products may be sold and new Pomifera, LLC Partner enrollments may be transacted (prohibited online forums include, but are not limited to, Partners' external websites, online auctions, third-part sales sites such as eBay, Amazon, Poshmark and other like classified listings).

\*Receipt of this document verifies that you understand that Pomifera, LLC provides a replicated website for the promotion of your Pomifera business. You agree that you will not use the replicated website for any purpose other than the promotion of your individual Pomifera Independent Partnership. You further understand and agree that you will not use the Pomifera name, logo, pictures or trademarks as part of a website or URL that you either own or are associated with. In addition, you agree not to use the Pomifera name, logo, pictures, trademarks or any of the Pomifera's published written content to optimize any other website position in a search engine search (other than the Pomifera provided replicated website). You further understand that doing any of the above may cause financial harm to the Pomifera, LLC which may result in a requirement to pay damages to Pomifera, LLC for such actions and may also result in termination of your status as an Independent Partner of the company.

Pomifera, LLC reserves the right to rescind approval for any approved external website, and Partners waive all claims against Pomifera, LLC, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

**Retail Outlets.** Pomifera, LLC's business model calls for its products to be sold through person-to-person contact. In an effort to reinforce this method of selling and to help provide a standard of fairness for all Partners, Partners agree that they will not sell Pomifera, LLC products or literature, or in any other way promote the Pomifera, LLC opportunity or products in any retail, wholesale, warehouse, or discount establishment or service related establishment. Notwithstanding the foregoing, Partners may display and sell Pomifera, LLC products at professional trade shows and in single, single person, privately owned/rented salon spaces/suites.

**Change of Sponsor.** The only means by which a Partner may legitimately change his/her sponsor is by:

- Voluntarily canceling his/her Pomifera, LLC business in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Partner may reapply under a new sponsor. The Partner will lose all rights to his/her former downline organization upon his/her cancellation.

**Income Claims.** When presenting or discussing the Pomifera, LLC opportunity or Compensation Plan to a prospective Partner, Partners may not make income projections, income claims, income testimonials, or disclose their Pomifera, LLC income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Pomifera, LLC Partner.

**Compensation Plan Claims.** When presenting or discussing the Pomifera, LLC compensation plan, you must make it clear to prospects that financial success in Pomifera, LLC requires commitment, effort, and sales skill.

Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It's an effortless business
- Join and you will get sales
- Join and I'll build your downline for you
- The company does all the work for you
- All you have to do is purchase your products every month

The above are just examples of improper representations about the compensation plan. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Partner without commitment, effort, and sales skill.

**Media Inquiries.** Partners must not interact with the media regarding the Pomifera, LLC business or products. All inquiries from the media, including radio, television, print, online, or any other medium, must be directed to Pomifera, LLC's marketing department.

**\*Non-solicitation.** Pomifera, LLC Partners are free to participate in other network marketing programs or businesses. However, during the term of this Agreement, with the exception of a Partner's personally sponsored downline a Partner may not directly or indirectly Recruit other Pomifera, LLC Partners for any other network marketing business or competitive business. The term "Recruit" means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Pomifera, LLC Partner to enroll or participate in another network marketing opportunity or competitive opportunity. **Once a Partner achieves the rank of Executive Partner VIII or above participation in any other network marketing programs or competitive businesses is strictly prohibited unless exception is made.**

If a Partner is engaged in other non-Pomifera, LLC business or Network Marketing program, it is the responsibility of the Partner to ensure that his or her Pomifera, LLC business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the Partner must not:

- Display Pomifera, LLC promotional material, sales aids, or products with or in the same location as, any non-Pomifera, LLC promotional material or sales aids, products or services.
- Offer the Pomifera, LLC opportunity, products or services to prospective or existing customers or Partners in conjunction with any non-Pomifera, LLC program, opportunity or products.
- Offer, discuss, or display any non-Pomifera, LLC opportunity, products, services or opportunity at any Pomifera, LLC-related show, meeting, seminar, convention, webinar, teleconference, or other function.

Pomifera, LLC and Partner agree that any violation of this policy shall cause Pomifera, LLC irreparable harm for which there is no adequate remedy at law, and the injury to Pomifera, LLC shall outweigh the potential injury to Partner, and therefore Pomifera, LLC shall be entitled to emergency and permanent injunctive relief to prevent further violations of this policy.

**\*Confidential Information.** "Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to Pomifera, LLC's Partners and/or customers: (a) that is

contained in or derived from any Partners' respective Back-Office; (b) that is derived from any reports issued by Pomifera, LLC to Partners to assist them in operating and managing their Pomifera, LLC business; and/or (c) to which an Partner would not have access or would not have acquired but for his/her affiliation with Pomifera, LLC. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Pomifera, LLC and is provided to Partners in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Partners use in building and managing his/her Pomifera, LLC business.

Any violation of this policy shall cause Pomifera, LLC irreparable harm for which there is no adequate remedy at law. The parties further agree that the harm to Pomifera, LLC shall outweigh any harm to Partner if injunctive relief is awarded to the Company. Pomifera, LLC shall therefore be entitled to immediate and permanent equitable relief to prevent further violations of this policy.

**\*Product Inventory Loading & Bonus Buying Prohibition.** The Company strictly prohibits the supply of a product or services to Partners or prospective Partners that are commercially unreasonable. Partners may not carry an inventory of Pomifera, LLC products for resale that exceeds \$500. All products are direct shipped from the Company to the customer. In addition, bonus buying is strictly prohibited. Bonus buying is any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end user consumers for actual use. Bonus Buying of any nature, whether for oneself or another company Partner will result in immediate termination of account.

**Limitations on Partner and Household Businesses.** Partners may own, operate, control, or have an interest in, only one Pomifera, LLC business.

**Actions of Affiliated Parties and Household Members.** The term "Business Entity" shall mean any corporation, partnership, limited liability company, trust or other entity that owns or operates a Pomifera, LLC business. The term "Affiliated Party" shall mean any individual, partnership, trust, limited liability company, or other entity that has an ownership interest in, or management responsibility for a Business Entity.

A Business Entity and each Affiliated Party must comply with the Agreement. If a Business Entity and/or any Affiliated Party violates the Agreement, Pomifera, LLC may take disciplinary action against the Business Entity and/or against any or all of the Affiliated Parties. In addition, if a household family member of a Partner engages in conduct that would be a violation of the Agreement, the conduct of the household family member shall be imputed to the Partner.

**Tampering with Product Packaging.** Pomifera, LLC products must be sold in their original packaging; Partners shall not alter the original packaging or labeling.

**Negative Comments.** Complaints and concerns about Pomifera, LLC should be directed to the Customer Service Department. Partners must not disparage, demean, or make negative remarks to third parties or other Partners about Pomifera, LLC, its owners, officers, directors, management, other Pomifera, LLC Partners, the Marketing and Compensation plan, or Pomifera, LLC's directors, officers, or employees. Disputes or disagreements between any Partner and Pomifera, LLC shall be resolved through the dispute resolution process, and the Company and Partners agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

**Adjustment to Bonuses and Commissions.** Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all



expired. When a product is returned to Pomifera, LLC for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is recovered, from the upline Partners who received bonuses and commissions on the sales of the refunded products.

Pomifera, LLC reserves the right to withhold or reduce any Partners compensation as it deems necessary to comply with any garnishment or court order directing Pomifera, LLC to retain, hold, or redirect such compensation to a third party.

**Return of Merchandise and Sales Aids by Partners Upon Cancellation.** Upon cancellation of an Partners Agreement, the Partner may return products and Promotional that he or she personally purchased from Pomifera, LLC within one year prior to the date of cancellation (the one year limitation shall not apply to residents of Maryland, Massachusetts and Wyoming) so long as the goods are in resalable condition. Upon the Company's receipt of returned goods and confirmation that they are in resalable condition, the Partner will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are "resalable" if they are unopened and unused and packaging and labeling has not been altered or damaged. Any merchandise that is clearly identified at the time of sale as non-returnable, closeout, discontinued, or as a seasonal item, is not resalable.

In addition, Pomifera, LLC offers a money back guarantee on products returned within 30 days from the date of sale, less a 10% restocking fee. Products shipped directly to the customer by the Company must be returned to the Company and a refund will be issued to the customer by the Company.

Customers may exchange unused products for up to 90 days from the date of sale by returning the merchandise to the Company with a request for an exchange. The Customer's credit card will be debited or credited for the balance of any difference in the price of the merchandise, plus additional shipping charges.

The product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable. Partners shall disclose the terms of the return and exchange policy to her customers at the time of sale.

If a Partner returns more than \$2,500 for a refund in any 12 consecutive month period, the request will constitute the Partners voluntary cancellation of his/her Partner Agreement, and the refund will be processed as an inventory repurchase and the Partners Pomifera, LLC business will be cancelled.

**Shipping.** We will take commercially reasonable efforts to ship your products within the time frame we provided to you at the time of purchase. Please see the tracking information provided with your order confirmation for approximate delivery time frames.

Please note that any time frames we provide are good faith estimates and may be subject to change. Product availability may be limited in some cases and not available for immediate shipment. In that case, products may be delivered in separate shipments depending on availability. For example, if your purchase included two or more items, we may ship those products which are in stock, and later ship the other products to you when they become available. You are always welcome to contact Customer Service if you have questions or need help with your order and we will do our best to help. We will not be liable beyond refunding your purchase price if there is a delay in delivering your product(s). We are not responsible for

shipping delays due to factors outside of our reasonable control, such as bad weather, natural disasters, strikes, protests, government disruptions, etc.

Since we are not authorized to sell our products in all jurisdictions, we may reject certain purchases based on the shipping address provided. Please note we reserve the right to set appropriate shipping terms for shipments to certain foreign jurisdictions that are fulfilled from U.S. warehouse locations.

**Montana Residents.** A Montana resident may cancel his or her Partner Agreement within 15 days from the date of enrollment and may return his or her Partner Kit and any Promotional and products he or she purchased from the Company for a full refund within such time period.

**Disciplinary Sanctions.** Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Partner that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Partners Pomifera, LLC business, and any other disciplinary measure that Pomifera, LLC deems appropriate to address the misconduct. In situations deemed appropriate by Pomifera, LLC, the Company may institute legal proceedings for monetary and/or equitable relief.

**Indemnification.** Partners agree to indemnify Pomifera, LLC for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Pomifera, LLC incurs resulting from or relating to any act or omission by Partner that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Pomifera, LLC may elect to exercise its indemnification rights through withholding any compensation due the Partner. This right of setoff shall not constitute Pomifera, LLC's exclusive means of recovering or collecting funds due Pomifera, LLC pursuant to its right to indemnification.

**Effect of Cancellation.** A Partner whose business is cancelled for any reason will lose all Partner rights, benefits and privileges. This includes the right to represent yourself as a Pomifera, LLC Partner, to sell Pomifera, LLC products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Partner and the Partners former downline sales organization. There is no whole or partial refund for Partner Kit fees or renewal fees if a Partners business is cancelled.

**Voluntary Cancellation.** A participant in this direct selling plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or electronically by email. The written notice must include the Partners printed name, address, and Partner I.D. Number.

**Cancellation for Inactivity.** If a Partner fails to generate at least \$600 Personal Retail Volume within 12 consecutive months, his/her Partner Agreement and Pomifera, LLC business will be cancelled for inactivity and converted to a customer account.

**Transfer Upon a Partners Death.** A Partner may devise his/her business to his/her heirs. Because Pomifera, LLC cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and Pomifera, LLC will transfer the business and issue commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide Pomifera, LLC with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the company a Pomifera, LLC

Partner Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

**Business Distribution Upon Divorce.** Pomifera, LLC is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. Pomifera, LLC will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the Pomifera, LLC business must also execute and submit a Pomifera, LLC Partner Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

**Dissolution of a Business Entity.** Pomifera, LLC is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a business entity that operates a Pomifera, LLC business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The Pomifera, LLC business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments.

**International Activities.** Partners may not sell Pomifera, LLC products in any international market, or conduct business activities of any nature, in any foreign country that the Company has not announced is officially open for business.

**Dispute Resolution.** For claims seeking \$10,000.00 or more that arise from or relate to the Agreement, prior to filing as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. 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 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 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 Iowa and shall last no more than two 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 confidential arbitration. 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 as well as claims for less than \$10,000.00 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. 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;
- 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 Iowa, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement;

- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five 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 Iowa. There shall be one arbitrator selected from the panel that the AAA provides. 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, their respective agents and attorneys, and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to any third party:

- The substance of, facts underlying, 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, the content of any pleadings, and exhibits to the pleadings, 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;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

If a Party violates its confidentiality obligations under this arbitration policy, the nonbreaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys or agents breach the confidentiality provisions of this policy, the nonbreaching Party shall be entitled to liquidated damages in the amount of \$25,000.00 per violation. Every disclosure of each allegation, pleading, claim or other prohibited disclosure shall constitute a separate violation. The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty.

Nothing in the 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 the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the Non-solicitation provisions of the Agreement.

**Liquidated Damages.** In any case which arises from or relates to the **wrongful termination** of a Partners Agreement and/or business, the parties agree that damages will be difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Partners Agreement and/or loss of their business is **proven and held to be wrongful under any theory of law**, Partners sole remedy shall be liquidated damages calculated as follows:

- For Partners at the “Paid As” rank Brand Partner I through Senior Partner VI, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Pomifera, LLC’s Compensation Plan in the twelve (12) months immediately preceding the termination.
- For Partners at the “Paid As” rank Executive Partner VII through Executive Partner IX, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Pomifera, LLC’s Compensation Plan in the eighteen (18) months immediately preceding the termination.
- For Partners at the “Paid As” rank Brand Influencer X through Brand Expert XIII, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Pomifera, LLC’s Compensation Plan in the twenty-four (24) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Partner pursuant to Pomifera, LLC’s Compensation Plan as well as retail profits earned by Partner for the sale of Pomifera, LLC merchandise. However, retail profits derived from the sale of merchandise that a Partner claims to have sold from her inventory must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by Partner to customers at the time of the sale.

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

A Partners “Paid As” rank is the rank or title at which they actually qualified to earn compensation under the Pomifera, LLC Compensation Plan during a pay-period. For purposes of this Policy, the relevant pay-period to determine a Partners “Paid As” rank is the pay-period during which the Partners business is placed on suspension or terminated, whichever occurs first. The “Paid As” rank differs from the “Title Rank,” which is the highest title or rank that a Partner has ever achieved under the Pomifera, LLC Compensation Plan.

Damage Waiver. In any action arising from or relating to the 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 and punitive damages.

**Pomifera is committed to avoiding any/all unexpected terminations and will provide the professional courtesy of three (3) documented warnings, prior to Partner termination, with the exception of specific, illegal, unethical or potentially damaging practices documented with asterisks (\*) throughout this document.**

**Governing Law, Jurisdiction and Venue.** Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the State of Iowa. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Iowa, without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from the Agreement.

Class Action Waiver. Any action brought by a Partner shall be brought on an individual basis, and not on behalf of a class or on a consolidated basis. Partners waive all rights to bring an action against Pomifera, LLC, its officers, owners, directors, employees and agents as a class or consolidated action.

**Louisiana Residents.** Notwithstanding the foregoing, and the arbitration provision set forth above, residents of the State of Louisiana shall be entitled to bring an action against Pomifera, LLC in their home forum and pursuant to Louisiana law.

**\*Handling Personal Information.** As a Partner, you will receive Personal Information from and about prospective Partners, customers and other individuals. Keeping their Personal Information secure not only helps to ensure your compliance with the law, but it also helps you to maintain current customers’ and

potential customers' trust, which is an important factor in your success. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer's, potential customer's, or other individual's name, address, email address, phone number, credit card information, and other information associated with these details, such as purchases.

## **When COLLECTING, USING & Disclosing PERSONAL INFORMATION**

**Give the customer notice.** Customers want to know why you are collecting their Personal Information and what you plan to do with it, so tell them what you are collecting, why and with whom you are going to share it. Tell them this before or at the time that you collect their Personal Information, and then be sure that you use and share Personal Information only in the ways you promised.

**Collect only what you need.** Collect only the Personal Information that you need. Review the forms that you use to collect Personal Information and revise them to remove fields for information you do not need. For example, don't collect a credit or debit card number unless your customer actually makes a purchase.

**Give the customer control.** Give customers a choice about how you communicate with them. For instance, find out if a customer prefers to receive promotions and other marketing messages from you and, if so, whether he or she would prefer to receive them by email, phone or another method of communication. Respect the customer's wishes. If, for example, a customer tells you that he or she doesn't want to receive emails, then find another way to communicate with him or her.

**Stay up to date.** Keep the customers' Personal Information up to date. Remind them to let you know if their Personal Information changes. Keeping your contacts current helps you to stay in touch with them.

**Your Back-Office/Owner's Suite.** Your Back-Office/Owner's Suite may have information relating to your downline Partners confidential information. You must not show this information to anyone, nor may you share your Back-Office access with anyone.

**Share only if necessary.** Don't share a customer's Personal Information unless you have a real business reason to do so—and then share only what is necessary, and no other information, and make sure that the other person agrees to use the Personal Information only in the ways you have agreed.

**Be cautious with sensitive information.** A customer's information is a valuable asset. Don't communicate it to the general public or to anyone who doesn't have a legitimate need for it. Protect it from unauthorized access or disclosure.

**Dispose of Personal Information responsibly.** When you no longer need a customer's Personal Information, stop using it. Dispose of it in a way that makes it unreadable, such as by shredding paper documents.

**Be very cautious with debit and credit card numbers and other sensitive Personal Information.** If sensitive Personal Information falls into the wrong hands, customers could become the victim of fraud or identity theft. Consider these steps to help reduce that risk:

- Pay attention to your surroundings and use good judgment whenever you need to discuss or transmit sensitive Personal Information;
- Do not share (or ask a customer to share) sensitive Personal Information, including payment information, in an unsecure way, such as by email;

- Keep sensitive Personal Information in a secure place, such as a locked drawer. Do not leave it lying around where someone could see or take it;
- Use similar safeguards if you keep sensitive Personal Information on your computer. For example, use passwords that are not easy to guess, install virus protections, and password protect documents that contain sensitive Personal Information;
- Avoid storing Personal Information on your laptop or another portable device that could be lost or stolen, unless the device is encrypted; and
- Unless you have a legitimate business need, do not keep sensitive Personal Information. Keeping it for longer than you need it creates unnecessary risk.

### **Pomifera, LLC, Partner Replicated Website and BackOffice Terms of Use**

Your use of this Pomifera, LLC ("Pomifera, LLC," "Company," "we," "our," "Our," "We," "us," or "Us.") website and/or back office (the "website") is subject to the following terms of use. If you are a visitor and are not a Pomifera, LLC Partner, and you do not agree to these terms of use, your sole recourse is to leave the website. If you are a Pomifera, LLC Partner and you do not agree to these terms of use, your sole recourse is to cancel your Pomifera, LLC Partner Agreement and not to use the website. If you are a Pomifera, LLC Partner, violation of these Terms of Use may result in disciplinary action against your Pomifera, LLC Business as set forth in Pomifera, LLC's Policies and Procedures.

Special terms apply to some services offered on your website, such as subscription-based services, product purchases, rules for particular contests or sweepstakes or other features or activities. These terms will be posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.

The Company may amend these Terms of Use at its discretion. Amendments shall become effective 30 days after publication of notice is posted to this website. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The Company may change the website or delete content or features of the website at any time, in any way, for any or no reason at our discretion.

All information, materials, functions and other website content provided on the website (collectively "Content"), such as text, graphics, images, etc., is our property or the property of our licensors and is protected by U.S. and international copyright laws. The collection, arrangement and assembly of all Content on the website is the exclusive property of the Company and is protected by U.S. and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Any unauthorized use of any material contained in the website is strictly prohibited.

Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively "Trademarks") used and displayed on the website are the Company's registered and unregistered Trademarks and the Trademarks of the Company's licensors. Use of Pomifera Trademarks, if allowed, must adhere to the Company's Policies and Procedures relating to Trademarks.

**Pomifera, LLC grants you a limited license to access and make personal use of the website and content, subject to these Terms of Use. Neither the website nor any portion of the website or any content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by the Company in writing.**

Links from the website to third party websites may be provided by the Company. If so, they are provided solely as a convenience to you. If you use such links, you will leave the website. The Company has not reviewed all such third-party websites (if any) and does not control, and is not responsible for, any of these websites and their content. The Company does not endorse or make any representations about such websites or any information or materials found there, or any results that may be obtained from using them. If you access any third-party websites linked from the website, you do so at your own risk.

**If you place a link to the website, the website from which you link:**

- Shall not imply, either directly or indirectly, that Pomifera, LLC is endorsing its products
- Shall comply with the provisions of Section 11
- Shall not use any of the Company's Trademarks or the Trademarks of our licensors;
- Shall not contain content or material that could be construed as offensive, controversial or distasteful and must only contain content that is appropriate for all age groups
- Shall not disparage Pomifera, LLC, its officers, agents, employees, products, or services in any way or otherwise negatively affect or harm its/their reputation and goodwill
- Shall not present false or misleading information about the Company or the Pomifera, LLC opportunity
- Shall not misrepresent any relationship with Pomifera, LLC
- Shall not replicate in any manner any content in the website

For purposes of these Terms of Use, the word "submissions" means text, content, advertisements, promotional material, graphics, audios, text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate, advertise, or otherwise distribute on or through the website.

**Pomifera, LLC is pleased to receive your comments, suggestions, and submissions regarding the website, our products and services, and our opportunity. If you transmit to Pomifera, LLC, post or upload any submissions to/through the website, you grant the Company and its affiliates a nonexclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the submissions throughout the world in any media for any and all commercial and noncommercial purposes.**

By communicating a submission to the Company, you represent and warrant that the submission and your communication thereof conform to the Rules of Conduct set forth in Paragraph 11 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such submission in all manners contemplated by these Terms of Use.



Some services on the website permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any individual or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify the Company of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the website.

"Public Forum" means an area or feature offered as part of the website that offers the opportunity for users to distribute Submissions for viewing by one or more website users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or email function. You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. You are and shall remain solely responsible for the submissions you distribute on or through the website under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum. You should be skeptical about information provided by others, and you acknowledge that the use of any submission posted in any Public Forum is at your own risk. Pomifera, LLC is not responsible for, and does not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum, and the Company specifically disclaims any and all liability in connection therewith.

**\*You agree that you will not upload, post, or otherwise distribute, or link to or from the website any submission, content or material that:**

- Promotes the sale of any non-Pomifera, LLC's products or services, or directly or indirectly promotes or advertises any non-Pomifera, LLC business opportunity;
- is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is profane, violent, vulgar, obscene, pornographic, or otherwise sexually explicit; (d) otherwise harms or can reasonably be expected to harm any person or entity; (e) is libelous, slanderous, defamatory, or violates the law.
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;
- infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the website or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the website;
- does not generally pertain to the designated topic or theme of the relevant Public Forum or violates any specific restrictions applicable to a Public Forum; or
- is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet;
- violates Pomifera, LLC's Policies and Procedures.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of the Agreement, and, as between you and Pomifera, LLC, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

Pomifera, LLC may suspend or terminate your ability to use the website, or any portion of the website for failure to comply with these Terms of Use, for breach of your Partner Agreement, or as the Company deems necessary to protect its business or intellectual property interests.

**Pomifera is committed to avoiding any/all unexpected terminations and will provide the professional courtesy of three (3) documented warnings, prior to termination, with the exception of specific, illegal, unethical or potentially damaging practices documented with asterisks (\*) throughout this document.**

Upon the cancellation of your Pomifera, LLC business for any reason, your access to the website shall be terminated.

The website is intended for viewing and use in the United States and countries which the Company has designated are officially open for business. You shall not use the website to conduct business or sales in any country that the Company has not announced is officially open for business.

Pomifera, LLC respects your privacy and the privacy of other visitors to the website. To learn about our privacy practices and policies, please see our Privacy Policy.

ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THIS WEBSITE (THE "CONTENT") IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE CONTENT IS ACCURATE, ERROR FREE, RELIABLE OR CORRECT, THAT THIS WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS WEBSITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST THE COMPANY WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY WEBSITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). THE COMPANY MAY IMPROVE OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS WEBSITE AT ANY TIME WITHOUT NOTICE. POMIFERA, LLC ASSUMES NO RESPONSIBILITY, AND DISCLAIMS ALL LIABILITY, FOR ANY ERRORS OR OMISSIONS IN THIS WEBSITE OR IN OTHER DOCUMENTS WHICH ARE REFERRED TO WITHIN OR LINKED TO THIS WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

The Website may contain the opinions and views of other users. Given the interactive nature of the Website, we cannot endorse, guarantee or be responsible for the accuracy, efficacy or veracity of any content generated by other users.

#### **Limitation of Liabilities:**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, PARTNERS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE WEBSITE OR ANY OTHER PERSON OR ENTITY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE WEBSITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL THE COMPANY, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, PARTNERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL. POMIFERA, LLC MAY TERMINATE FURTHER ACCESS TO THE WEBSITE OR CHANGE THE WEBSITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

You agree that the website, including its code, documentation, appearance, structure and organization constitute trade secrets and/or copyrighted and/or proprietary material of Company and its licensors. The website is protected by United States copyright, patent, trademark and other laws including international treaty provisions. You agree not to disclose, provide or otherwise make available such trade secrets, copyrighted or proprietary material in any form to any third party without the prior written consent of Company and/or its licensors, as applicable. Title to the website, or any copy, modification, translation, partial copy, compilation, derivative work or merged portion of the website, shall at all times remain with Company or its licensors, as applicable. You may not copy the written materials accompanying the website. You agree to take every reasonable precaution to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the website.

Without the prior written consent of Company, you may not: (a) transfer, assign, rent, use, copy or modify the website or the web pages created through the website, in whole or in part, except as expressly permitted in this agreement; (b) decompile, reverse assemble or otherwise reverse engineer the website, except to the extent the foregoing restriction is expressly prohibited under applicable law; (c) reproduce, disclose, market, lease, transfer, distribute or revise the website or the associated web pages; (d) distribute any executable versions of the website to third parties or use such executables in excess of the limitations set forth above; (e) use the website to provide facility management, service bureau or other access or use of the program for the benefit of third parties; (f) You will not remove, alter or destroy any copyright notices, proprietary legends or other indicia of ownership.

Company may offer features such as bulletin boards or email functions as part of the website (referred to as "Interactive Medium"). You may not submit any material that is unlawful, harmful, harassing, threatening, abusive, hateful, libelous, defamatory, obscene, pornographic, profane, vulgar, indecent, sexually explicit or otherwise objectionable that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Please do not submit any material that is protected by copyright, patent, or other proprietary right without obtaining permission of the copyright or patent owner or licensor.

The Interactive Medium shall not be used for any commercial purposes. You will not submit any material to solicit funds or to promote, advertise, or solicit the sale of any other goods, services, businesses or business opportunities. You are expressly prohibited from soliciting other guests of the website Interactive Medium to become members of any network marketing company or business opportunity.

**Any information or material submitted by you to the Company through the Interactive Medium will be deemed nonproprietary and nonconfidential and may be used by Company without restriction.**

Without limiting the foregoing, by offering any information or material through the Company website (e.g., through chat, bulletin boards, email, contests or otherwise), you grant to Company the worldwide, perpetual, royalty free, irrevocable, nonexclusive right and license to use, reproduce, modify, edit, publish, make derivative works from and distribute such information or materials in any and all forms and media, now or hereafter discovered. Notwithstanding the foregoing, all personal data (e.g., name, address and telephone number) provided to Company will be handled in accordance with Company's Security and Privacy Statement.

Company reserves the right, in its sole discretion, to edit any submission, and to choose to include or not include such submission in the Interactive Medium. The Interactive Medium includes the opinions, statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other content expressed by third parties are those of such third parties and not of Company. Company does not endorse any such opinion, statement or other material posted on or accessible through the Interactive Medium.

Any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court. 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. 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
- 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 Iowa, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five 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 Des Moines, Iowa. There shall be one arbitrator selected from the panel that the AAA provides. 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.

Any action brought by a claimant shall be brought on an individual basis, and not on behalf of a class or on a consolidated basis. Claimants waive all rights to bring an action against Pomifera, LLC its officers, owners, directors, employees and agents as a class or consolidated action.

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the State of Iowa, or the United States District Court of Iowa. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Iowa, without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from the Agreement.

Users of the website waive all claims to special, incidental, consequential, and exemplary damages, even if we are notified of the possibility or likelihood of such damages in advance.

“Confidential Information” includes, but is not limited to, information about Partners and Customers that is contained in or derived from the website and/or any reports issued by Pomifera, LLC to Partners to assist them in operating and managing their Pomifera, LLC business which are posted or made available on the website. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Pomifera, LLC and is provided to Partners in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Partner use in building and managing his/her Independent Pomifera, LLC business.

By using the website, you authorize the Company to periodically send you information and updates relating to the Company's business, products, programs, promotions, and other matters.

Use of the website is a privilege and not a right. Pomifera, LLC reserves the right to restrict or prevent access to the website of any Partner who violates these Terms of Use, the Pomifera, LLC Partner Agreement, or the Pomifera, LLC Policies and Procedures.

**Pomifera, LLC does not guarantee that the website will be free from interruption. The website may be subject to shutdowns from time to time for maintenance, technical issues, and/or causes beyond Pomifera, LLC's control. You agree that Pomifera, LLC shall have no liability for any loss caused by any shutdown or interruption.**

Supply of goods, services and software through the website is subject to United States export control and economic sanctions requirements. By acquiring any such items through the website, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the website if: (a) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List, or (b) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.