



REPLICATOR SITE TERMS OF AGREEMENT

Upon subscribing to Life's Abundance Replicator Site, Life's Abundance Independent Field Representatives (hereinafter "Representative") hereby agrees to the following:

(1) Representative agrees to the terms of payment for the Replicator Site as set forth on the Replicator Site sign-up page, which follows this document.

(2) All Life's Abundance Independent Field Representatives must comply with the policies set forth in Life's Abundance Policies Manual. Following are portions of those Policies, which specifically address use of the Internet:

Internet Anti-Spam Policy

Field Representatives may not transmit information advertising or promoting Life's Abundance, its products, compensation plan or any other aspect of the company using Spam. Information transmitted by a third party on behalf of a Field Representative shall be considered to have come from the Field Representative.

What Is Spam?

Spam can take 3 forms: email, Usenet and message board.

Email Spam

Email spam, also referred to as unsolicited email, spam email, bulk email, mass email, junk email, is any form of unsolicited email that is addressed to a recipient with whom the initiator does not have an established business or personal relationship and is not sent at the request of, or with the express consent of the recipient. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Field Representative and a person on the basis of:

An inquiry, application, purchase or transaction by the person regarding products and/or services offered by such Field Representative; or

A personal or familial relationship, which relationship has not been previously terminated by either party.

Usenet and Message Board Spam

Usenet and message board spam are messages sent or posted which are either:

Unrelated to the topic of discussion on that particular message board; or
Forbidden by the rules of the message board or Usenet group.

Opt In Lists

Opt-in lists are lists consisting of the email addresses of people that have expressly requested to receive emails about certain topics of their choice. Field Representatives are advised to use caution when dealing with opt-in lists, especially if the list was not compiled by the Field Representative, but has been purchased from a third party. If a Field Representative chooses to use an opt-in list, it is at their own risk. The Field Representative must ensure that:

There is proof that the people opted in to the list. If there is a spam complaint from a list member and there is no proof that can be furnished that the complainer opted in to the list, the Field Representative will be held responsible, regardless of what he was told by the opt-in list company.

The people opted in to a topic that is directly related to a Life's Abundance product line in some fashion. Examples of related topics would be health and wellness topics, pet nutrition, home based business and holistic cat food. Even when the topic appears to be related, care should always be taken not to offend the list members with the content of the email. For example, a Field Representative would probably get many complaints for offensive material by sending an email about our dog food to a list of people that believe in a raw food diet for their dogs.

The Field Representative should always contact Field Support if there is any question about this or any other Internet related issue.

Field Representative must be sure the opt-in company will sell their lists to network marketing companies. Many list companies will not knowingly sell their lists to network marketing companies because the people on the list can get deluged with emails about the same company.



REPLICATOR SITE TERMS OF AGREEMENT

Opt Out Lists

With an opt-out list, a person's email address is obtained and placed on an email mailing list without their prior permission, and the individual is then required to request removal from the list if they do not wish to receive emails sent to the list. Opt-out lists are not acceptable. Requiring somebody to specifically request removal from a mailing list they never asked to be on to prevent solicitation will be considered spamming and is a violation of our Anti-spam policy.

Retailing on the Internet

- (1) When promoting your Life's Abundance Replicator Site, all promotional language and graphics must be submitted to Life's Abundance for approval before use. This includes but is not limited to newsletters, newsletter ads, banners, promotional emails, web pages and links to your Replicator Site.
- (2) Life's Abundance makes no warranties of any kind, expressed or implied, including any implied warranty of merchantability or fitness of the services provided for a particular purpose. Life's Abundance shall not be responsible for any damages suffered by the Representative, including, but not limited to, loss of data from delays, non-deliveries, mis-deliveries, or service interruptions caused by Life's Abundance's own negligence or the Representative's errors and or omissions. The Representative shall provide all telephone and other equipment necessary to access Life's Abundance systems. Life's Abundance reserves the right to modify the service terms, standard rates and operating procedures to establish usage priorities and to discontinue all or any part of the provided services at anytime. The Representative is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy of data input and output and maintaining a means external to Life's Abundance system for the reconstruction of any lost data. Life's Abundance is not responsible for service interruptions beyond its control, including acts of nature or service interruptions by its suppliers.
- (3) The Representative agrees to indemnify and hold harmless Life's Abundance from any claims resulting from the Representative's use of the site.
- (4) Use of any information obtained via this service is at the Representative's risk. Life's Abundance specifically denies any responsibility for the accuracy or quality of information obtained through its services. The Representative agrees to protect and treat as confidential all Life's Abundance proprietary information, including access codes and IDs provided by Life's Abundance for its system. Sharing of IDs/accounts is expressly forbidden. If a Representative believes his or her access ID/password has been compromised, immediate e-mail or telephone notification must be provided to Life's Abundance. The Representative may be held responsible for all acts/communications initiated or authorized by that account ID until receipt by Life's Abundance of such notice.
- (5) All Representative data shall be treated as outlined in our Privacy Statement. All data will be released only to those individuals authorized by the Representative or upon service of a valid court order.
- (6) Neither party shall be liable to the other, except as set forth in Paragraph (3) above, for any loss, damage, liability, claim or expense arising out of or in relation to this Agreement or the provision of service or equipment, however caused, whether grounded in contract, tort (including negligence) or theory of strict liability. The parties agree to work in good faith to implement the purposes of this Agreement but recognize the network connection and services to be provided by Life's Abundance could not be made available under these terms, or other similar terms, without a substantial increase in cost if the parties were to assume a greater liability to each other.
- (7) Life's Abundance adheres to commonly practiced Internet etiquette and requires its Representatives to do so. If a Representative violates etiquette when presenting the Life's Abundance products and/or opportunity, it could result in termination of the Representative's Life's Abundance business, and/or prosecution to the fullest extent of the law.
- (8) Clicking on the "Accept" button on the Replicator Site sign-up page, confirming the purchase of a replicator site, constitutes acceptance of these terms and conditions. Both parties agree to accept electronic mail as legally binding documentation for billing and notification purposes. This Agreement will be performed in and governed by the laws of the State of Florida.
- (9) Life's Abundance Replicator Site setup charges and monthly fees are non-refundable.