



## **MEMBER AGREEMENT Terms & Conditions**

### **Authorization and Contract**

By executing the Purely Giving™ Member Agreement (“Agreement”), you apply for legal authorization to become a Purely Giving™ business owner and enter into contract with Purely Giving™, LLC, hereinafter “Purely Giving.” You acknowledge that prior to signing you have received, read, and understood the Purely Giving Income Disclosure Statement; that you have read and understood the Purely Giving Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on [mypurelygiving.com](http://mypurelygiving.com); and that you have read and agree to all terms set forth in this Agreement. Purely Giving reserves the right to reject any application for any reason within thirty (30) days of receipt.

### **Expiration, Renewal, and Termination**

The term of this Agreement is one year (subject to prior cancelation or disqualification as provided in the Policies and Procedures). If you fail to annually renew your Purely Giving business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Member.

You shall not be eligible to sell Purely Giving products and services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancelation, termination, or nonrenewal, you waive all rights you have, including, but not limited to, property rights, rights to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization. Purely Giving reserves the right to terminate all Member Agreements upon thirty (30) days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Member may cancel this Agreement at any time, and for any reason, upon written notice to Purely Giving at its principal business address. Purely Giving may cancel this Agreement for any reason upon thirty (30) days’ advance written notice to Member. Purely Giving may also take actions short of termination of the Agreement, if the Purely Giving Member breaches any of its provisions.

### **Independent Contractor Status**

You agree this authorization does not make you an employee, agent, or legal representative of Purely Giving or your Sponsoring Member. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through Purely Giving on your own account.

You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form electronically. It will be your sole responsibility to account for such income on your individual income tax returns.



## Refunds and Product Returns

The following outlines our return policy:

- **30-Day Money Back Guarantee.**
  - **Inception (initial) Purchase**
    - Day 1-30: The Company has a 100% satisfaction guarantee and will refund 100% of the purchase price less membership/distributorship and handling fees, and applicable Commissions if postmarked by the 30<sup>th</sup> day from the order date.
    - Day 31-365 (1 year) from the order date: 90% will be refunded less handling fees and applicable Commissions on unopened, unaltered, resalable, and restockable products or Sales Aids if postmarked within twelve months from the order date.
  - **First Paid Autoship**
    - Day 1-30: 100% of the purchase price will be refunded less handling fees and applicable Commissions on unopened, unaltered, resalable and restockable products or Sales Aides if postmarked by the 30<sup>th</sup> day from the order date.
    - Day 31-365 (1 year) from the order date: 90% will be refunded less handling fees and applicable Commissions on unopened, unaltered, resalable, and restockable products or Sales Aids if postmarked within twelve months from the order date.
  - **Subsequent Purchase(s)**
    - 90% of the purchase price will be refunded less handling fees and applicable Commissions on unopened, unaltered, resalable, and restockable products or Sales Aids if postmarked within twelve months from the order date.

## Presenting the Plan

You agree when presenting the Purely Giving Compensation Plan to present it in its entirety as outlined in official Purely Giving materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials, or aids not produced or specifically authorized in writing by Purely Giving. You agree to instruct all prospective Members to review the Purely Giving Income Disclosure Statement.

## Selling Product

You agree to make no representations or claims about any products beyond those shown on product labels and/or in official Purely Giving literature. In particular, no Member may make any claim that Purely Giving products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. You further agree to sell products available through Purely Giving only in authorized territories.

## Proprietary Information and Trade Secrets

You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by Purely Giving, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Purely Giving business including, without limitation, Member lists, sponsorship trees, and all Purely Giving Member information generated there from, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Purely Giving, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Purely Giving, Purely



Giving grants you a personal, nonexclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and Member sales, earnings and other financial reports to facilitate your Purely Giving business.

**Non-Competition Agreement**

In accordance with the Policies and Procedures, you agree that during the period while you are a Member, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with Purely Giving. This covenant shall survive the expiration or termination of your authorization and contract with Purely Giving.

**Non-Solicitation Agreement**

In accordance with the Policies and Procedures, you agree that during the period while you are a Member, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Purely Giving Member to compete with the business of Purely Giving.

**No Violation of Previous Agreement**

You agree that you are not currently in material breach of, and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation, or covenant (such as a covenant not to compete located in a prior agreement).

**Images / Recordings / Consents**

You agree to permit Purely Giving to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Purely Giving for any lawful purpose, and without compensation.

**Modification of Terms**

With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

**Jurisdiction and Governing Law**

The formation, construction, interpretation, and enforceability of your contract with Purely Giving as set forth in this Member Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Utah without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Purely Giving, LLC with jurisdiction and venue as provided by Louisiana law.

**Dispute Resolution**

All disputes and claims relating to Purely Giving, its products and services, the rights and obligations of a Member and Purely Giving, or any other claims or causes of action relating to the performance of either a Member or Purely Giving under the Agreement or the Purely Giving Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Midway, Utah, or such other location as Purely Giving prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. Additionally, you agree



not to initiate or participate in any class action proceeding against Purely Giving, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

Nothing in the Agreement shall prevent Purely Giving from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction, or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**Time Limitation**

If a Member wishes to bring an action against Purely Giving for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Member waives all claims that any other statutes of limitations apply.

**Miscellaneous**

If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Purely Giving and supersedes any prior agreements, understandings, and obligations between you and Purely Giving concerning the subject matter of your contract with Purely Giving.

**Notice of Right to Cancel**

You may request a refund on your enrollment fee if it's done within seven (7) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancelation notice. To cancel this transaction, contact Member Support by phone at 1 888 960 1558 or by email at [info@mypurelygiving.com](mailto:info@mypurelygiving.com), no later than midnight of the seventh business day following the date of this Agreement.

**Submission of Electronic W-9**

Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.

**Prop 65 Warning & Acknowledgement**

For California Residents Only- Prop 65 Warning. These products can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to Cancer and Reproductive Harm at [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).