WCA Affiliate Terms and Conditions

I am of legal age in the state in which I enter this Agreement. I understand that I am not an Affiliate until the Company has accepted an original Agreement, signed in full, at its home office.

I will not purchase products solely for the purpose of qualifying for commissions or bonuses. I will resell at least 70% or more of all products that I have purchased from the Company each month. Products personally consumed by my household, in reasonable quantities, and not purchased to meet sales plan qualifications, are deemed retail sales. Products certified as sold under this 70% rule are not eligible for buyback.

I am entitled to cancel this Agreement at any time and for any reason with written notice to the Company. This business model does not provide for the sale of products or sales aids into the inventory of an independent Affiliate for resale. The Company recognizes that some buy-back laws extend to fees and other consideration paid, and to the extent that such laws are applicable, the Company will honor the buyback laws of Georgia, Idaho, Louisiana, Maryland, Massachusetts, Montana, Nebraska, Oklahoma, Puerto Rico, South Dakota, Texas, Washington, and Wyoming. Additionally, Montana Affiliates who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.

As an Independent Affiliate I will:

- Provide training and motivation to my Affiliates.
- Study the product literature and promote retail sales.
- Represent the Company products in an honest manner.
- Honor the Company Customer Guarantees.
- Be professional, courteous, and considerate.
- Not misrepresent the Company's Compensation Plan.
- Become familiar with, and abide by, the Company Statement of Policies and other materials as prescribed by the Company.

I understand that Independent Affiliates cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, the Company.

I understand that, as an Independent Affiliate, I will not, for any reason, act as spokesperson for the Company and its products, in any manner, to any media or publication, without prior, written authorization. I will not create, print, publish, or distribute any literature or materials representing the Company or its products other than those from, or approved in writing by, the Company.

I understand that, as an Independent Affiliate, I have the following rights: (a) to sell the products/services offered by the Company in agreement with the Company Compensation Plan, Sales Policies, Policies, and (b) to sponsor Independent Affiliates in agreement with the Company Compensation Plan and Statement of Policies.

I understand that I will make no claims or warranties of any kind, including, but not limited to, any claims for earnings or benefits concerning its products, other than those included in the Company's written literature. I will not make product claims which are not stated in official Company literature, and I am not permitted to create my own literature, sales aids, or training materials, without written consent from the Company.

If I fail to pay for products or services, the Company is authorized to withhold the appropriate amounts from my commission and bonus checks, or credit card/electronic checking accounts, if any, which I have authorized the Company to charge. If payment owed is not made, I understand that I may, at the Company's discretion, lose my marketing organization and future commissions and bonuses, and may be placed on inactive status by the Company for an indeterminate period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other acts outside of the control of the Company.

As an Independent Affiliate, I understand that I am an independent contractor, and not an agent, employee, or franchisee of the Company. I understand and agree that I will not be treated as an employee for federal or state tax purposes, nor for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, State Unemployment Acts, State Employment Security Acts, or State Workers Compensation Acts. I understand and agree to pay all applicable federal and state self-employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement.

I understand that my acceptance of this Agreement does not constitute the sale of a franchise or a security, no exclusive territories can be granted to anyone, and that no franchise fees have been paid, nor can I acquire any interest in a security by the acceptance of this Agreement.

The Company may, at its discretion, amend the Company Compensation Plan and Statement of Policies and/or terms of the Independent Affiliate Agreement. Notification of such changes shall be published in newsletters, broadcast by Email, written or published material circulated or made available to all Independent Affiliates. I agree to abide by all such amendments. The continuation of my Business, and/or my acceptance of products, commissions, and bonus checks, or other payments from the Company, constitutes my acceptance of any and all amendments.

The Company may, at its discretion, discontinue the fashion in which the Company is structured and stop all Affiliate Distribution.

My Affiliate position cannot be sold, assigned, or transferred without prior, written approval from the Company.

I have carefully reviewed the Company Compensation Plan and Statement of Policies, and acknowledge that they are incorporated as a part of this Agreement in their present form and as modified from time to time by the Company. My violation of any of the terms of this Agreement or the Company Statement of Policies may result, at the Company's discretion, in forfeiture of commission and bonus checks, or other payments from the Company; loss of all or part of my marketing organization; or cancellation of this Agreement.

This Agreement constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.

The term of this Agreement is one year. This Agreement can be renewed annually on each anniversary date of the acceptance of this Agreement, unless otherwise canceled or extended by the Company. A renewal fee of $30 will be charged.

This Agreement shall be governed by the laws of the State of Florida and any claims or disputes between parties to this Agreement shall be subject to binding arbitration under the Commercial Rules of the American Arbitration Association, with arbitration to be held in Florida. Louisiana residents may choose jurisdiction in, and arbitrate in New Orleans, Louisiana.

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