

N21 TERMS AND CONDITIONS

(Updated January 16, 2024)

These N21 Terms and Conditions of Use and all other legal documents incorporated by reference (collectively, these "Terms" or this "Agreement") set forth the legal contract between each end user ("User" or "you" or "your") and Network TwentyOne International, Inc. (located at 7320 McGinnis Ferry Road, Suwanee, Georgia 30024) and its affiliates ("N21," "we," "our," or "us") with respect to your access to and use of the www.n21.com, N21Mobile.com, the N21 Mobile app, and mediashare.cloud websites (collectively, the "Sites"), including use or purchase of any products and services offered through the Sites, and any purchases you make directly from N21. Our Services (as defined below) are provided through the Sites and associated applications, and interactive platform, where users can share and view Content (as defined below).

PLEASE READ CAREFULLY THESE TERMS (AND THEIR INCLUDED LINKED INFORMATION, SUCH AS OUR **PRIVACY POLICY**, WHICH IS HEREBY INCORPORATED BY REFERENCE). BY USING THE SITES, OUR SERVICES, OR OUR PRODUCTS ACCESSED OR PURCHASED ON THE SITES, YOU ACKNOWLEDGE AND REPRESENT THAT YOU:

- HAVE READ THESE TERMS AND THE PRIVACY POLICY AND UNDERSTAND THEM, INCLUDING BUT NOT LIMITED TO, THE AGREEMENT TO ARBITRATE DISPUTES (**SECTION II(O)**) AND THE LIMITATIONS OF LIABILITY (**SECTION IV**)
- ACCEPT AND AGREE TO BE BOUND BY THESE TERMS.
- ARE AT LEAST 18 YEARS OLD AND ARE ABLE TO FORM LEGALLY BINDING CONTRACTS
- AGREE TO COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO YOU, TO THE USE OF THE SERVICES, THE SITES, AND/OR THE INTERNET.
- **UNDERSTAND THAT CERTAIN IBOS HAVE AGREEMENTS WITH N21 WHEREBY THEY RECEIVE COMPENSATION FOR ENDORSING OR PROMOTING N21 PRODUCTS AND SERVICES.**
- **HAVE REVIEWED THE LATEST AMWAY IBO U.S. INCOME AND TYPICAL EARNINGS DISCLOSURE STATEMENT LOCATED ON AMWAY'S WEBSITE: https://www.amway.com/en_US/income-disclosure**
- Understand that: (a) your own hard work is a key ingredient to any success you may have as an independent business owner, (b) no one can promise or guarantee that the use of any specific method, approach, or sales aid will result in a more profitable business or the achievement of any specified level of success, (c) no one can promise or guarantee that the techniques, attitudes, or approaches suggested in N21 materials will work for you, and (d) your

purchase of N21 products and services is strictly optional and voluntary on your part, and is not required.

Some of our Sites, applications, services and tools may have additional terms that we provide to you when you use those sites, applications, services or tools.

I. DEFINITIONS: As used herein, the following capitalized terms not otherwise defined in these Terms shall have the meanings set forth as follows:

“**Registered User**” refers to an **FCY Member**, a **Premium Member**, or an **Associate Member**, as applicable, that has a user account through the N21mobile.com website or the N21mobile app (individually or collectively, “**N21Mobile**”).

“**FCY Member**” is a Registered User who is in their First Amway Contract Year (defined below) as a registered Amway Independent Business Owner (“**IBO**”) in North America as defined by Amway Corp. (“**Amway**”) and who has signed up on N21Mobile for a complimentary (no charge) subscription to access certain Premium Content and events (“**FCY Membership**”) as further identified in more detail in Section II (A)(1) below.

“**First Amway Contract Year**” refers to that certain time period (which may range anywhere between 8-16 months depending on the time of the IBO’s registration with Amway) for IBOs who registered for the first time with Amway *on or after January 1, 2024* wherein Amway considers the IBO as an IBO in their first contract year with Amway; **these IBOs will not be permitted to purchase products or services from N21 until the expiration of their First Amway Contract Year.**

“**Premium Member**” is a Registered User that has signed up for access to Premium Content as a part of a monthly paid subscription (“**Premium Membership**”).

“**Premium Content**” refers to the content available through N21Mobile.

“**Associate-Member**” is a Registered User that does not have access to Premium Content (“**Associate Membership**”), but may have access to some services provided by N21Mobile.

“**Services**” means any and all services, tools, software, developer platform functionalities, mobile applications (e.g. N21Mobile) and functionalities relating to the Sites, including our subscription services (e.g. Premium Membership, Associate Membership, FCY Membership), and as may be provided by N21 from time to time.

"**Content**" means and includes, without limitation, information (personal or otherwise), photos, images, artwork, graphics, videos, audios, animations, text, editorials, comments, writings, chat and text messages (including histories), music, liner notes, lyrics, and other elements and materials, in any media or format now known or hereinafter devised, whether physical, electronic, digital, analog or otherwise. Content may be owned or controlled by N21 and/or owned, submitted, uploaded, posted, displayed, or otherwise made available by you as a Registered User (as defined below). "**Feedback**" means any information you provide to us about the Sites or the Services or products sold, whether as a comment, evaluation, or otherwise.

II. N21 SERVICES AND PRODUCTS

A. FCY Membership, Premium Membership, and automatic renewal/subscription – With respect to such memberships:

1. An FCY Membership is a complimentary subscription available only to IBOs who registered for the first time with Amway *on or after January 1, 2024* and expires upon the expiration of the IBO's First Amway Contract Year. An FCY Member may not upgrade to a paid membership level (and will not be permitted to purchase products or services from N21) until the expiration of their First Amway Contract Year. An FCY Membership includes access to certain Premium Content through N21Mobile. An FCY Membership also includes complimentary online streaming access to some events in North America that N21 makes available through N21Mobile; to the extent in-person seats are available for any such events (in our sole discretion), an FCY Member may access a complimentary ticket (or two complimentary tickets if an IBO couple that are both registered on N21Mobile) to attend such events by registering to attend the event in-person through N21Mobile. The complimentary ticket is for access to the event only, and does not include any travel, hotel, food, or anything else. During an FCY Member's registration/signup on N21Mobile, an FCY Member will be asked to enter their Amway IBO number for the purposes of validating their First Amway Contract Year status, and a valid credit card number for the purpose of an automatic monthly subscription to N21's lowest monthly subscription Premium Membership level upon the expiration date of the FCY Membership (i.e., the expiration date of your Amway First Contract Year). An FCY Member will receive an email to the email address listed in their membership profile notifying them of the expiration of their FCY Member status / FCY Membership, and remind them of their automatic subscription to N21's lowest monthly subscription Premium Membership level prior to their automatic subscription date; **N21 will charge your credit card for such Premium Membership**

subscription upon the automatic subscription date unless you cancel your FCY Membership before the automatic subscription date. An FCY Member may cancel their FCY Membership at any time by logging into N21Mobile and cancelling their FCY Membership subscription under their membership profile before the expiration date of their FCY Membership.

2. A Premium Membership is a monthly subscription service and as such **renews automatically every month using the Premium Member's credit card details on file for the Premium Member**, and the amount charged to the Premium Member's credit card depends on the applicable monthly Premium Membership level subscribed to at the time of sign up, and any additional Premium Content or other purchases made by the Premium Member on the Sites. A Premium Member may select to upgrade, downgrade or cancel their Premium Membership at any time on N21Mobile with the changes taking effect at the end of the current monthly billing cycle subscription period. **"Media Credits"** are credits allotted to certain Premium Members which give such members the ability to access certain Premium Content; Media Credits are allocated on the first day of each monthly billing cycle subscription period; unused Media Credits may accrue from one billing cycle to the next; provided however, N21 reserves the right to discontinue the Media Credits upon six months email notice in the event N21 subscription membership offerings change.
3. Premium Content can only be used during the term of your Premium Membership or FCY Membership, and when such membership is cancelled, access to any current or past Premium Content you accessed shall cease; however, in the event you renew your Premium Membership (or in the case of an FCY Membership subscribe to a Premium Membership level) within 12 months from cancellation, you will again have access to that Premium Content while your Premium Membership is current.
4. Premium Content, the N21 Mobile App, and any products, services, or applications downloaded via the Sites are also subject to the terms and conditions of the applicable [**Member End User License Agreement**](#) that will appear along with a "DONE" box or button, which you will have to click or check before you will be allowed to access the applicable content. *No Premium Content or other digital media is being offered for sale; only an applicable use license is being offered as provided in the applicable end user license agreement.*
5. Premium Content functionality requires an appropriate computer with internet access or a smart device (Apple or Android) with internet access from said device.
6. If you sign up for a Premium Membership or an FCY Membership, you must provide us with a current, valid, accepted method of payment,

which you may update from time to time ("**Payment Method**") and you authorize us to charge your Payment Method for the subscriptions, services and products you purchase from us.

7. Other products and subscriptions offered by N21 (e.g. physical CD Continuing Education Programs) may be available at a discounted price for certain Premium Membership types as indicated during sign up. If your Premium Membership is downgraded to a lesser Premium Membership type or not renewed for any reason and you still maintain a subscription to a product or service (e.g. physical CD Continuing Education Program), the price of such subscription to such product or service may increase if your previous Premium Membership type entitled you to a discounted price; in such event, an email notification will be sent to you informing you of any changes to ongoing subscription costs (e.g. physical CD Continuing Education Program) at the time of your Premium Membership status change.

B. Free Trial Premium Membership-

1. Your Premium Membership may start with a free trial ("**Free Trial**"); if so, the Free Trial period will expire 2 weeks (i.e.14 days) from the date of sign up, or as otherwise specified during sign-up, and is intended to allow you to try the Premium Membership to see if it is right for you. You will be notified during sign-up whether you are eligible for a Free Trial.
2. **N21 will charge your Payment Method for the Premium Membership fee upon the expiration of the Free Trial period unless you cancel your Premium Membership prior to the end of the Free Trial period. N21 will send an email notice to the email address listed in your membership profile prior to the expiration date of your Free Trial to remind you that your Free Trial is coming to an end and that your Payment Method will be charged for your Premium Membership if you do not cancel.**

C. Billing –

1. **Billing Cycle.** The Premium Membership fee will be billed on a monthly billing cycle to your Payment Method on the day corresponding to the commencement of your Premium Membership. For example, if you sign up for the Premium Membership on May 4th, then your next monthly charge will occur on or about May 4th. In some cases, the timing of your billing may change, for example if your Payment Method has not successfully settled.
2. **Payment Methods.** You can change your Payment Method by logging into your account on N21Mobile. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we will suspend your access to the applicable Services or subscription until we have obtained a valid Payment Method (or we may cancel your account

if you do not provide us with a valid Payment Method). You authorize us to continue billing the Payment Method, as it may be updated. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

D. Media Share– Premium Members and FCY Members will be able to share certain Content with other persons who are not Premium Members using N21Mobile’s Media Share feature. *No Content or other digital media is being offered for sale; only an applicable use license is being offered as provided in the applicable end user license agreement.*

E. Associate Memberships – Associate Members have access to limited areas of N21Mobile and do not have access to Premium Content. Associate Members may purchase certain products or services (e.g. physical CD Continuing Education Program) or tickets to events specified on N21Mobile.

F. Return, Refund, and Cancellation Policy -

1. Subscription Fees - Currently, our Premium Membership is offered only on a monthly basis; however, to the extent we offer any subscriptions options in the future that allow you to purchase semi-annual or yearly memberships, any subscription fees you pay under those programs for any unused future prepaid *whole* months remaining on such applicable subscription which exist on the date you cancel such subscriptions are refundable.

2. **Premium Membership Cancellation.** You can cancel your Premium Membership at any time, and you will continue to have access to the Premium Membership service through the end of your monthly billing period. We do not provide refunds or credits for any partial-month membership periods or unused Media Credits. You can cancel your membership by logging into your account and clicking the appropriate “Cancel Subscription” icon or sending us an email at *CustomerService@Network21.com*.

3. Continuing Education Program (CEP) Cancellation - If you want to cancel your standing monthly physical CD CEP program subscription to avoid receiving further shipments of the Basic or Professional Continuing Education Programs, you must, before the 1st of the next month in which you wish to cancel: (a) cancel your subscription online by clicking the CEP Cancel Subscription icon, or (b) cancel via e-mail sent to and received by *CustomerService@Network21.com*. We must receive your cancellation request before the first of the month prior to the next shipment date to ensure that your credit card will not be charged.

4. N21 Product Return Policy and Procedure - The following is N21's product return policy, and all returns are governed by the following applicable requirements and conditions:

- a. Within 90 days after the date you first register to become an Amway Independent Business Owner (the "New IBO Return Period"), you may return any business support merchandise that you purchased from N21 for a 100% refund of the purchase price you paid for such business support merchandise by following the product return procedure in 3(c) below.
- b. Within 180 days of your receipt of your product order from N21, you may return and receive a refund for the following merchandise if such items are in "resalable condition":
 - * books
 - * CD, DVD, or Book/CD/DVD Pack
 - * any other merchandise (not previously mentioned).

An item is determined "resalable" if it satisfies all of the following requirements: (1) it is unopened and unused; (2) the packaging and labeling has not been altered or damaged; (3) the product and packaging are in such a condition that it can be resold within the industry at full price; and (4) the item contains current labeling. Any item of merchandise that is conspicuously identified at the time of sale as non-returnable or discontinued is not considered "resalable." After 180 days from your receipt of your product order, all sales are final and non-refundable. Returned items may be subject to a 15% restocking fee.

- c. Product Return procedure for 4(a) and (b) is as follows:

To insure proper credit for, and to be eligible to return, products under 4(a) and (b), you must do and complete all of the following within the New IBO Return Period in the case of a return under 4(a), or within 180 days of your receipt of your product order in the case of a return under 4(b):

 - i. Send an email to CustomerService@network21 to let us know what items you purchased from us that you want to return and the date of purchase.
 - ii. You will then receive an e-mail from N21 with a Return Authorization Number that you can write on the space provided on the Product Return Form that we email you.

- iii. Send the product back to N21, together with the completed Product Return Form and a copy of the original packing slip identifying the items to be returned to N21, 7320 McGinnis Ferry Road, Suwanee, Georgia 30024.
 - iv. We can refund shipping costs only if the return is a result of our error.
 - v. For your protection, please use UPS or Insured Parcel Post for shipment.
- d. If you are dissatisfied with a particular downloadable media you purchased from N21, you may obtain a replacement download of equal value from us within 30 days from your date of purchase by e-mailing your request to CustomerService@network21.com; no other refund is permitted.
- e. If you purchased a ticket to a N21 seminar for your personal use and you attended the seminar and were dissatisfied with the seminar, you may return the used ticket to N21 for a period of thirty (30) days from the date of the seminar for a refund. Such refund shall only be for that portion of the cost of the seminar, exclusive of the cost of travel, meals, or hotel accommodations. In order to receive such refund, you must return the used ticket to us with a brief explanation explaining why you were dissatisfied; no other refund is permitted.
- f. N21 will only process returns and refunds for items purchased from N21Mobile or directly from N21 at one of our seminars/events.

G. Users - Registered Users - In order to use the Services available to a Registered User, you are required to set up an "Account." When you set up an Account, you are required to enter either a unique user ID or valid email address ("**User ID**") and password to access the Services (your User ID, password or Account information are, collectively, "**your Account**"). You may not transfer to or share your Account with other persons or entities, and you are solely responsible for maintaining the confidentiality of your Account. You are solely responsible for any and all use of your Account and all activities that occur under or in connection with it. You are responsible for any act or omission of any users accessing the Sites or Services under your Account that, if undertaken by you, would be deemed a violation of these Terms. Please notify us immediately if you become aware that your Account is being used without authorization. You agree not to register for an Account on behalf of an individual other than yourself. If your access to the Sites or use of the Services has previously been terminated by N21, then you may not

register for a new account, or designate other individuals to use an account on their or your behalf. You agree to register using your real name and you agree that any information you submit about yourself is truthful and accurate. You warrant and represent that all information you provide to us as part of your registration is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current and complete. If we believe or suspect that such information is untrue, inaccurate, not current or incomplete, we may deny or terminate your access to the Sites or the Services (or any portion thereof). You affirm that you are over 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. **If you are under 18 years of age, then please do not use the Sites.**

H. General Restrictions on Use - When using the Sites or the Services, you agree that you will not do any of the following:

1. Revise or alter Content posted by others, and you agree not to post or use any Content in any manner that (a) infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others, (b) violates the privacy, publicity, or other rights of third parties, (c) is discriminatory, defamatory, obscene, threatening, abusive, or hateful, as determined by N21 in its sole discretion, (d) is false or inaccurate, (e) violates any law, civil or criminal, or (f) violates our policies, including posting Content in an inappropriate category or areas on the Sites.
2. Circumvent or manipulate any applicable fee structure, billing process, or fees owed either to us or to our third party providers.
3. Modify or create any derivative product based on the Sites or the Services. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Sites or the Services is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code.
4. Copy, replicate, transcribe or reproduce the “look and feel” of the Sites, including its features and functionalities.
5. Copy, modify or distribute rights or Content (that it is not yours) from the Sites or Services or that infringes our (or our Users’) copyrights and trademarks, including creating derivative works.
6. Harvest, mine, or otherwise collect and store information about other Users of the Sites or Services, including contact information, without their consent.

7. Use the Sites or the Services for illegal purposes or for promotion of dangerous activities.
8. Allow usage by others in such a way as to violate these Terms.
9. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted or received.
10. Upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
11. Use the Sites or the Services to: (a) violate any local, state, national or international law, (b) stalk, harass or harm another individual, (c) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, including but not limited to, N21, or its respective staff members, employees, leaders, forum leaders, or hosts, (d) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated as a foreign terrorist organization, (e) interfere with or disrupt the Sites, the Services or servers or networks connected to either, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites or the Services, (f) generate unsolicited email advertisements, chain letters, junk mail, spam or allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam), (g) attempt to gain unauthorized access to the Sites, other accounts, computer systems, or networks connected to the Sites through hacking, password mining or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites, (h) upload, post, email, transmit, distribute or otherwise make available any material that contains viruses, computer code or any other technologies that may harm us or our interests, Content or property of visitors or Users or limit the functionality of any software, hardware or other equipment, (i) circumvent, disable or otherwise interfere with security-related features of the Sites or Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Sites or Services or the Content therein, (j) without our written consent, use any high volume, automated, or electronic means to access the Sites or the Services (including, without limitation, robots, offline readers, spiders or scripts), (k) without our written consent frame the Sites, place pop-up windows over its pages, or otherwise affect the display of its pages, or (l) resell or sublicense access to the Services to any third party.

I. Content -

1. As a Registered User you may submit Content. All Content must meet the standards set by N21 and any applicable Amway Rules of Conduct. You understand that N21 does not guarantee any confidentiality with respect to any Content you submit. Your Content will be able to be viewed by other users of the Service and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Sites or using the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit, and you hereby grant a license to N21 to use all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Sites or through the Services pursuant to these Terms.
2. For clarity, you retain all of your ownership rights in your own Content. However, by submitting Content to N21, you hereby grant N21 a worldwide, perpetual, non-exclusive, royalty-free, sublicenseable through multiple tiers and transferable license to use, copy, reproduce, process, adapt, modify, publish, transmit, distribute, prepare derivative works of, display, and perform the Content in connection with providing the Sites or in connection with the Services and N21's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels (now known or later developed). We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. You also hereby grant each user of the Sites a non-exclusive license to access your Content, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Sites and under these Terms. The above licenses granted by you in Content you submit to the Sites will survive even if you remove or delete your Content from the Sites. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
3. You further warrant that any Content you submit to us will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have rightful

authorization to use it or you are otherwise legally entitled to use the material and to grant N21 all of the license rights granted herein.

4. **N21 does not endorse any Content submitted to us by any user, or any opinion, recommendation, or advice expressed therein, and N21 expressly disclaims any and all liability in connection with such Content. N21 does not permit copyright infringing activities and infringement of intellectual property rights on the Sites, and N21 will remove Content if properly notified that such Content infringes on another's intellectual property rights. N21 reserves the right to remove Content without prior notice.**
5. Content is provided by N21 to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Sites and the Services and as permitted under these Terms. You shall not download any Content unless you see a "download," "stream" or similar button or link displayed by N21 on the Sites or the Services for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of N21 or the respective licensors of the Content. N21 and its licensors reserve all rights not expressly granted in and to the Sites, the Services and the Content.
6. You understand that when using the Sites and the Services, you will be exposed to Content from a variety of sources, and that N21 is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content.
7. Nothing in these Terms shall be deemed to confer any rights or benefits to third parties.

J. Ownership of the Sites - Except with respect to your Content, as between you and us, we and/or our vendors and suppliers, as applicable, retain all right, title and interest in and to the Sites, the Services, the Content, and all tools, and all related intellectual property rights. The Sites as a whole is copyrighted as a collective work and individual works or content appearing on or accessible through the Sites owned by or licensed to N21 or its content providers are likewise subject to copyright protection domestically and internationally. Likewise, all software, code, proprietary methods and systems used to provide the Sites or the Services ("**Our Technology**") may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Sites

according to these Terms. Certain of the names, logos, distinctive features, source identifiers and other materials displayed on the Sites or in the Services, including its “**look and feel**”, constitute trademarks, trade names, service marks, trade dress or logos (“**Marks**”) of us or other entities. All Marks not owned by N21 that appear on the Sites are the property of their respective owners. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Unless you first obtain the copyright owner’s prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Sites or the Services.

- K. Feedback; Diagnosis of Problems** - Your feedback is welcomed and encouraged. You agree, however, that by submitting ideas to N21, you automatically forfeit your right to any intellectual property rights in those ideas and N21 may freely use or adopt such ideas or derivatives thereof without compensation. If we solicit your feedback or opinion regarding any areas of our business, the Sites or the Services, and if you want to send us your feedback (and we hope you do) we simply request that you send it to us by emailing *mobile@n21.com*. You agree that any feedback you provide to N21 shall be deemed to be non-confidential. N21 shall be free to use such information on an unrestricted basis. You agree not to take any action that may undermine any feedback or ratings systems that we establish as part of the Sites or the Services. This includes not displaying, importing, exporting or using any feedback information off of the Sites, regardless of purpose. You hereby expressly permit N21 or its authorized contractors and partners to access Your Account and Content in order investigate and diagnose actual or potential defects or other technical problems with the Sites.
- L. Use of Third-Party Offerings** - You may be able to access websites, content or services provided by third parties through links that are made available on the Sites. Additionally, from time to time N21 may refer you to one or more of our business partners who make available products or services through their respective websites or by other means (e.g., by mail or otherwise). We refer to all such other websites, content, services and products as “**Third-Party Offerings**.” For example, we may permit third parties with related services to link their products and services on the Sites, and those links may redirect you to the website(s) of the third parties. Unless we otherwise inform you on the Sites, your use of any such Third-Party Offerings is not required in order to access and/or use the Sites, the Services or our products. If you elect to use such Third-Party Offerings, and/or if you elect to ‘click’ on a link or button, you understand that you will be leaving the Sites and your use of any such Third-Party Offering will be subject to any terms and conditions required by the applicable third party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and

that these Terms do not themselves grant you any rights to access, use, download content from or purchase any Third-Party Offerings. The fact that we link to a third party website or service is not an endorsement or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies, term of use, business practices or their compliance with laws. We do not exercise control over third party websites or services. We encourage you to read the privacy policies and terms of use of the other websites and services you use and the terms of the offers in which you participate. You agree that N21 is not responsible for nor will it be liable to you or any third party for your interaction with such third parties.

M. Purchasing Business Support Materials - You understand, acknowledge, and agree that: (a) your own hard work is a key ingredient to any success you may have as an independent business owner, (b) no one can promise or guarantee that the use of any specific method, approach, or sales aid will result in a more profitable business or the achievement of any specified level of success, (c) no one can promise or guarantee that the techniques, attitudes, or approaches suggested in N21 materials will work for you, and (d) your purchase of N21 products and services is strictly optional and voluntary on your part, and is not required.

N. Materials Independently Produced - N21 products and services are published exclusively by N21 and are not endorsed or approved by any other person or entity, unless otherwise stated.

O. Governing Law/Arbitration/Class Action Waiver-

1. This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to Georgia's conflicts of laws principles and provisions. Any dispute or claim arising between you and N21 will be submitted to and shall be resolved by final and binding arbitration in Atlanta, Georgia, and shall be governed by the Federal Arbitration Act and the rules of the American Arbitration Association then in effect. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the construction, interpretation and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement. Provided however, nothing contained in this provision shall be intended to deprive you of the benefits of your state's consumer protection laws to the extent such laws require that the venue for resolving a dispute must be in your state of residence or other jurisdiction, and in such event, binding arbitration will occur

in such state in accordance with the rules of the American Arbitration Association then in effect. All information disclosed as a part of the Arbitration process shall be kept confidential. Notwithstanding the foregoing, any claims for injunctive relief in order to prevent any ongoing copyright or trademark infringement may be brought in the appropriate federal court in the United States with jurisdiction to hear such claims.

2. To the full extent permissible by applicable law, each of the parties hereto hereby waive fully their respective rights to a trial by jury in each and every trial or other proceeding in which one or more causes of action or issues are raised which result from or arise out of this Agreement or any transaction between you and N21. Each of the parties hereby represents to the other that this Agreement has been freely and voluntarily made after having been fully and completely read and understood by the respective parties or their authorized officers, and that the respective parties understand the nature of the right hereby being waived.

3. You agree that any claim or cause of action related to the Sites, the Services, Content, or our products, and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

4. WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND N21 AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and N21 agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

P. Lines of Affiliation - If you identify errors in the N21 lines of affiliation, please notify N21 via e-mail at *CustomerService@network21.com*. N21 has the exclusive right and sole discretion to make changes to the N21 lines of affiliation.

Q. HealthPointe Program - N21 has created a program called the HealthPointe Program ("HealthPointe"). The elements of the HealthPointe Program may

include, but are not limited to 1) general health and nutrition, 2) the effective use of dietary supplements, and 3) weight loss. One of the HealthPointe Program products will from time to time, subject to some variations, consists of: a) 6 CDs (or digital files), b) User Guide and Journal, and c) various written materials about weight loss and nutrition.

In the event you purchase any HealthPointe Program related material, you agree and understand that:

1. The HealthPointe Program provides weight loss management information and information concerning health and nutrition which is intended only to assist you in your personal weight loss efforts and efforts to live a healthier lifestyle. However, HealthPointe is not a medical organization and our staff cannot give you medical advice or diagnosis. Nothing contained in the HealthPointe Program or the related website, MyHealthPointe.com, should be construed as such advice or diagnosis. The information and reports generated should not be interpreted as a substitute for physician consultations, evaluation, or treatment. You should seek the advice of a physician before beginning the HealthPointe Program or using any of the related products. The HealthPointe Program is intended for use only by healthy adults. Minors, pregnant women, or persons with any type of health condition (for example, diabetics) should always seek professional medical advice from their physician before beginning any weight loss program or health related program. Weight loss can create physical changes in the body that may need to be monitored by a physician.

2. You are not permitted to record any speaker discussing the HealthPointe Program. You further understand that you are not permitted to produce any product, which refers or relates to the HealthPointe Program.

3. You will not produce, create, or develop any advertising or promotional materials relating to the HealthPointe Program.

4. N21 is in no way obligated to sell products to you, and in the event N21 does sell any products to you, you understand and agree that such sale in no way implies or guarantees that N21 will sell any products to you in the future, as all such sales will be in the sole and absolute discretion of N21, and may be subject to agreements with other trademark owners governing the manufacture, marketing, and distribution of such products.

5. You will indemnify, defend and hold N21, and its shareholders, officers, directors, parents, subsidiaries, managing agents and other agents free and harmless from and against any and all claims, demands, actions, causes of action, lawsuits, judgments, costs, expenses and other liabilities of every

nature, including attorneys' fees, arising from your breach of any terms contained in this Agreement.

III. TERMINATION - These Terms will become effective and binding when you use the Sites or the Services, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions we place on the Sites (such as buttons labeled "I Agree" or "I Accept" or "Done"). You do not need to inform us if you wish to stop using the Sites or the Services. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms. You understand and agree that upon termination of these Terms or your use of the Sites and the Services, we retain the license rights granted to us upon any Content provided to us. Notwithstanding the foregoing, it is our policy to retain all information provided to us and stored in your Account for a reasonable time after the termination of your Account. After such reasonable time period, we may delete your information from our servers except as required by law. You understand that if you want to use the Sites or the Services after termination of your Account, you may need to re-register and provide us with your information again. Without limiting other remedies, we also reserve the right to limit or partially terminate or suspend the Services and your Account, prohibit access to the Sites and Content, the Services and our products, delay or remove any Content, take technical and legal steps to keep any visitors or Users from using the Sites if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. For example, N21 will terminate a user's access to the Sites and the Services if, under appropriate circumstances, the user is determined to be a repeat infringer. N21 reserves the right to decide whether Content violates these Terms for reasons other than copyright infringement, such as, but not limited to, obscenity or excessive length. N21 may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate Your Account for submitting such material in violation of these Terms. ***You hereby understand and agree that in addition to the above listed causes, N21 reserves the right, at all times, to remove Content and/or terminate Accounts if we consider, at our sole discretion, such Content or Account to be immoral, unprofessional, dishonest, indecent, obscene, unethical, unprincipled, spurious, strange, outlandish or in violation of the standards of excellence and professionalism that we strive for in connection with the Sites.*** The terms of this Agreement, including Sections II(O), III, and IV, that by their sense and context are intended to survive the cancellation or termination of this Agreement, shall so survive any cancellation or termination of this Agreement.

IV. DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LIABILITY

A. No Warranties. THE SERVICES, THE SITES, THE PRODUCTS WE OFFER FOR SALE, AND ALL INFORMATION, CONTENT, MATERIALS

AND SERVICES RELATED TO THE FOREGOING ARE PROVIDED 'AS IS.' TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, N21 AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON INTERFERENCE, SYSTEM INTEGRATION AND ACCURACY OF DATA. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. N21 AND ITS AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE SITES AND/OR THE SERVICES WILL BE UNINTERRUPTED, ERROR -FREE OR VIRUS FREE. THE SUBMISSION OF ANY PERSONAL INFORMATION AND THE DOWNLOAD OR UPLOAD OF ANY CONTENT THROUGH THE SERVICES AND/OR THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH CONTENT OR FROM RELIANCE UPON SUCH CONTENT, AND YOU ARE ADVISED TO MAINTAIN OFFLINE BACKUP COPIES OF ALL CONTENT. N21 IS NOT THE PROVIDER OF, AND MAKES NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. N21 DOES NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITES, AND TO THE EXTENT ALLOWED BY LAW YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE SITES OR THE SERVICES. NO REPRESENTATION OR WARRANTY IS MADE THAT THE SITES OR THE SERVICES PROVIDE COMPREHENSIVE OR ACCURATE INFORMATION. WE RESERVE THE RIGHT TO FILTER, MODIFY OR REMOVE CONTENT, MEDIA, INFORMATION OR ANY OTHER MATERIAL FROM THE SITES OR THE SERVICES AND FROM THE OUTPUT OF THE SITES OR THE SERVICES. *Though we strive to enforce our Content related rules with all of our users, including Registered Users, you may be exposed through the Sites or the Services to Content that violates our policies or is otherwise offensive. You use the Sites and the Services at your own risk. We may, but are not obligated to, terminate user accounts and/or remove Content from the Sites if we determine or suspect that those accounts or Content violate these Terms. We take no responsibility for your exposure to Content on the Sites whether it violates our content policies or not.*

- B. Limitation of Liability** USE OF THE N21 SERVICES, THE SITES, OUR PRODUCTS, AND ANY CONTENT IS AT YOUR OWN RISK. IN NO EVENT WILL N21 OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, WHETHER OR NOT SUCH

DAMAGES WERE FORESEEABLE AND EVEN IF N21 WAS ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF N21 TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS EXCEED THE LESSER OF (1) THE AMOUNT OF YOUR SUBSCRIPTION FEES AND THE PURCHASE PRICE OF THE PRODUCTS PURCHASED BY YOU FROM US, OR (2) \$500.00 (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY). YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND N21 RELATING TO THE PROVISION OF THE SITES, THE SERVICES, AND ANY CONTENT, AND N21 WOULD NOT PROVIDE THE SITES OR THE SERVICES TO YOU WITHOUT THIS LIMITATION. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITES OR THE SERVICES OR DELETION OF YOUR ACCOUNT OR CONTENT.

- C. **Indemnification** To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless N21, its officers, directors, employees and agents, from and against any and all third party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from any of the following: (1) your use of and access to the Sites, the Services, Content and/or our products, (2) your violation of any term of these Terms, (3) your violation of any third party right, including without limitation any copyright, property, or privacy right, or (4) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Sites, the Services, Content and/or our products.

V. MISCELLANEOUS MATTERS

- A. **Copyright** If you believe your copyright has been violated by Content or Third-Party Offerings accessible on the Sites, please contact us by email at copyright@n21.com.
- B. **Assignment** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by N21 without restriction.
- C. **Abuse** Please report any problems, offensive content, policy violations and/or abuse to us at mobile@n21.com.
- D. **Modifications to Terms** We may change these Terms from time to time upon notice to you. Any such changes will become effective when posted on the Sites or one of our websites referred to within the Sites. If you object to any such changes, your sole recourse will be to cease using the Sites and the Services. Continued use of the Sites and/or the Services following posting of

any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

E. Modifications to Services. We reserve the right to modify the Sites and/or the Services at any time without notice. If you object to any changes to the Sites or the Services, your sole recourse will be to cease using them.

Continued use of the Sites or the Services following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the Sites and/or the Services at any time without notice. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Sites or the Services.

F. General Agreement –

1. You agree to comply with all laws, rules and regulations that apply to your use of the Sites, the Services, our products, and Content. *If you are located outside the United States of America and/or are a national of another country and choose to provide information, upload Content to or register an Account with N21, you acknowledge and agree that the information is processed and transferred in the United States of America. Your submission of information represents your agreement to this. You acknowledge and accept that the laws regarding processing of personal information may be less stringent in the United States of America than the laws in your country. By using the Sites, you acknowledge and accept that your information may be used in and be subject to the privacy laws of the United States of America.*

2. These Terms, together with the PRIVACY POLICY, any other separate terms referred to and incorporated herein by reference, and any other legal notices published by N21 on the Sites, shall constitute the entire agreement between you and N21 concerning the Sites, the Services, and any products or services you purchase from N21.

3. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and N21's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

4. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, then the remaining valid provisions of these Terms shall remain in full force and effect.

6. You agree to receive e-mails from N21 and others concerning the business, which may include updates, product promotions, motivational material, and other information.

7. The terms and provisions of this Agreement shall not be construed against or in favor of a party hereto merely because such party or its attorney is the draftsman of this Agreement. The captions of paragraphs and sections in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8. Nothing contained in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties, as you are an independent business owner, and not a representative for N21.

G. Digital Millennium Copyright Act- DMCA Notification-

a. We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address:

Network TwentyOne International, Inc., 7320 McGinnis Ferry Road,
Suwanee, Georgia 30024

Email: alivingston@network.21com

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
 3. a description of the material that you claim is infringing and where it is located on the Service;
 4. your address, telephone number, and email address;
 5. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
 6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- b. Repeat Infringers. N21 will promptly terminate without notice the accounts of users that are determined by N21 to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had Content removed from the Service more than twice.

H. Notice for California Users - If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to us at 7320 McGinnis Ferry Road, Suwanee, Georgia 30024 with your electronic mail address and a request for these Terms. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding this website, please send an email to mobile@n21.com. You may also contact us in writing at the address listed above, or by calling us at [\(770\) 622-2121](tel:(770)622-2121). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at [\(916\) 445-1254](tel:(916)445-1254) or [\(800\) 952-5210](tel:(800)952-5210). If You are a California resident, you hereby waive California Civil Code Section 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."