

True Love Skincare, LLC
Terms & Conditions for Independent Mavens

UPDATED, JUNE 30, 2020

1. *I understand that as a True Love Skin Care Maven:*
 - a) *I have the right to offer for sale True Love Skin Care's products and services in accordance with these Terms and Conditions.*
 - b) *I have the right to sponsor other individuals in True Love Skin Care as Independent Mavens.*
 - c) *I have the right to earn commissions & bonuses in accordance with True Love Skin Care's Compensation Plan, provided I meet the stated requirements.*
2. *I agree to present True Love Skin Care's Compensation Plan and True Love Skin Care's products and services as set forth in official True Love Skin Care literature, without deviation.*
3. *I agree that as a True Love Skin Care Maven I am an independent contractor, and not an employee, partner, legal representative, or franchisee of True Love Skin Care. I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, telephone, and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF TRUE LOVE SKIN CARE FOR FEDERAL OR STATE TAX PURPOSES. True Love Skin Care is not responsible for withholding, and will not withhold or deduct from my earnings.*
4. *I have carefully read and agree to comply with the True Love Skin Care Policies and Procedures & the True Love Skin Care Compensation Plan. I understand that these Terms & Conditions, as well as the True Love Skin Care Policies and Procedures & the True Love Skin Care Compensation Plan, taken together constitutes the entire Maven Agreement. If I have not yet reviewed the Policies and Procedures & Compensation Plan at the time I purchased my True Love Business Kit, or renewed my Maven Agreement, I understand that they are posted at trueloveskincare.com/join. I will review the Policies and Procedures & the Compensation Plan within five days from the date on which I enter this Maven Agreement. If I do not agree to the Policies and Procedures or the Compensation Plan, my sole recourse is to notify True Love Skin Care and cancel my Maven Agreement. Failure to cancel constitutes my acceptance of the entire Maven Agreement.*
5. *I understand that the Agreement may be amended at the sole discretion of True Love Skin Care, and I agree to abide by all such amendments. Notification of amendments will be provided, as more fully described in the Policies and Procedures. Amendments will become effective 30 days after publication, but amended policies will not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my True Love Skin Care business or my acceptance of bonuses or commissions after the effective date of any amendment will constitute my acceptance of any and all amendments.*
6. *If my Agreement is canceled or terminated for any reason, I understand that I will lose all rights as a True Love Skin Care Maven. I will not be eligible to sell True Love Skin Care products and services nor will I be eligible to receive commissions, bonuses or other income resulting from the activities of my former downline sales organization. True Love Skin Care reserves the right to terminate all Maven Agreements upon 30 days-notice if True Love Skin Care elects to: (1) stop operating its business; (2) dissolve as a*

business entity; or (3) terminate distribution of its products through direct selling. I may cancel this Maven Agreement at any time, and for any reason, by giving notice to True Love Skin Care.

- 7. I may not assign any rights under the Maven Agreement. Any attempt to transfer or assign the Agreement without the express written consent of True Love Skin Care renders the Maven Agreement voidable at the option of True Love Skin Care and may result in termination of my business.*
- 8. I understand that if I fail to comply with the terms of the Maven Agreement, True Love Skin Care may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Maven Agreement, to be eligible for commissions, overrides and bonuses from True Love Skin Care. I agree that True Love Skin Care may deduct, withhold, set-off or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to True Love Skin Care.*
- 9. True Love Skin Care, its parent or affiliated companies, directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), will not be liable for, and I release and hold harmless True Love Skin Care and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Maven Agreement. I further agree to release and hold harmless True Love Skin Care and its affiliates from all liability arising from or relating to the promotion or operation of my True Love Skin Care business and any activities related to it (e.g., the presentation of True Love Skin Care products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify True Love Skin Care for any liability, damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my business.*
- 10. The Maven Agreement, in its current form and as amended by True Love Skin Care at its discretion, constitutes the entire contract between True Love Skin Care and myself. Any promises, representations, offers or other communications not expressly set forth in the Maven Agreement are of no force or effect.*
- 11. Any waiver by True Love Skin Care of any breach of the Maven Agreement must be in writing and signed by an authorized officer of True Love Skin Care. Waiver by True Love Skin Care of any breach of the Maven Agreement by me will not operate or be construed as a waiver of any subsequent breach.*
- 12. If any provision of the Maven Agreement is held to be invalid or unenforceable, such provision will be severed, and the severed provision will be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.*
- 13. This Maven Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between me and True Love Skin Care arising from or relating to the Maven Agreement, or the rights and obligations of either party, the parties will attempt in good faith to resolve the dispute through nonbinding mediation, as more fully described in the Policies and Procedures. I understand that True Love Skin Care will not be obligated to engage in mediation as a prerequisite to disciplinary action against me. If the parties are unsuccessful in resolving their dispute through mediation, the dispute will be settled totally and finally by arbitration, as more fully described in the Policies and Procedures.*

14. *Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to Customer and/or Maven lists as well as other trade secrets, trademarks, trade names, patents and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Utah county, or state court residing in Utah County, State of Utah.*
15. *Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against True Love Skin Care with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the Maven Agreement, True Love Skin Care will refund 90% of the purchase price for the Enrollment Kit and costs paid for the personal website on trueloveskincare.com.*
16. *Montana Residents: Should a Montana resident cancel the Maven Agreement within 15 days from the date of enrollment, True Love Skin Care will refund 100% of the purchase price for the Enrollment Kit costs paid for the personal website on trueloveskincare.com.*
17. *Massachusetts and Wyoming Residents: Should a Massachusetts or Wyoming resident cancel the Maven Agreement, True Love Skin Care will refund 90% of the purchase price for costs paid for the personal website on trueloveskincare.com.*
18. *Except as provided in paragraphs 14–16, refunds will be issued as provided in the Policies and Procedures and in the following Notice of Right to Cancel.*
19. *A participant in this direct marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to True Love Skin Care at its principal business address. The Company reserves the right to immediately terminate the Maven Agreement if the Maven’s actions are in violation of the Maven Agreement.*
20. *I understand that if I wish to bring an action against True Love Skin Care for any act or omission relating to or arising from the Maven Agreement, I must bring the action within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time will bar all claims against True Love Skin Care for such act or omission. I waive all claims that any other statute of limitations applies.*
21. *I authorize True Love Skin Care to use my name, photograph, personal story and/or likeness in advertising or promotional materials, and waive all claims for compensation for such use, as more fully described in the Policies and Procedures.*
22. *A faxed copy of the Maven Agreement will be treated as an original in all respects.*
23. *I am of sound mind and of legal age or right to enter into contracts.*

INDEPENDENT MAVEN AGREEMENT NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date you submitted your signed Independent Maven Agreement (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to True Love Skin Care, LLC.

I HEREBY CANCEL THIS AGREEMENT

Buyer's Signature