



Pro Image International Terms & Conditions

These Member Terms and Conditions are a legally binding contract between Pro Image and Member. I have reviewed and understand the company policies, marketing program, and ethical code which are part of these guidelines. I understand that specific terms are subject to modification by Pro Image at any time. My development rights and responsibilities will be determined by Pro Image publications and I will abide by both the spirit and the letter of these and any subsequent changes announced by Pro Image.

General Guidelines

I am of legal age within the jurisdiction of my place of business.

There is a minimum of a 40 commission value product purchase requirement on your first order when signing up as a member.

I will, in no way, imply that I am an officer, employee, agent, or owner of Pro Image. I am an Independent Contractor, and as such, cannot bind or contract the company in any manner. Pro Image reserves the right to terminate this agreement, and all associated agreements (including, without limitation, the marketing incentive programs), upon 30 days written notice, with or without cause.

I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source, or for any federal, state, or local tax laws.

I will conduct all my operations in strict compliance with all applicable laws, ordinances, regulations and other requirements of any federal, state, county, municipal or other government agency. I will obtain all necessary permits, licenses or other consents for the operation of my business, collect and pay all taxes, expenses, debits and other liabilities when due and in all respects operate in a lawful and ethical manner.

I will honor the Pro Image Retail Guarantee and never make false or fraudulent representations about the company, its products, marketing plan, or income potentials.

I understand that no Pro Image Member at any level receives commissions solely for referring new Customers. Furthermore, I acknowledge responsibility for training and supporting the Members I refer into Pro Image.

The Pro Image program is built upon retail sales to the ultimate consumer, although the company recognizes that a Member may wish to purchase products for their personal or family's use, Pro Image's policy strictly prohibits the purchase of product or services for the purpose of qualifying for bonuses or advancement in the marketing program. Failure to abide by this policy or encouraging others not to abide by this policy will result in termination.

Ownership of a Pro Image Business

Pro Image independent business ownership must be an individual, a lawfully married couple, a legal corporation, tax exempt entities or trusts that are in compliance with the law. Should any of the above joint ownership dissolve or divorce, only one individual may retain ownership of the business. It is incumbent upon the Members of the dissolved entity to advise Pro Image of the individual who retains ownership of the business. This advice must be in writing and signed by all parties and include a notarized statement or certified copy of the court approved divorce decree or property settlement. Any questions as to the legal ownership of the business will result in immediate suspension. Pro Image has the right to suspend all commissions and bonuses until the ownership issue is resolved in accordance with this policy.

Independent Status

When a Pro Image Membership is accepted, the Member is recognized as an Independent Representative (Contractor). Members are not Pro Image employees and should not represent themselves as employees. All Membership applications must be completed and signed. If filled out via the corporate website, the enrollee must choose the acceptance button indicating agreement to these Member Guidelines.

U.S. and Canadian residents must include a Social Security or Social Insurance Number if they wish to earn over US\$600 per year. As Independent Members, neither the Member nor Pro Image has any right to enter into binding contracts or commitments on behalf of the other, nor will Pro Image or the Member be liable in any way for the debts or obligations of the other. The Member is solely responsible for all liabilities and expenses associated with his or her independent business activities, including all benefits, wages, taxes, and insurance of the Member and any of its employees.

Independent Representative (Contractors)

As an Independent Representative you must:

1. Conform to all of the federal, state and local laws governing the running and maintenance of a small business.
2. Obtain any necessary licenses or file any pertinent reports as required by the laws in your area.
3. Be responsible for any federal, state, local or general taxes and fees due in your area.
4. Supply all necessary tools and equipment required to operate your business including but not limited to telephone, photocopies, office equipment and transportation.
5. Determine your own work hours and establish a place of business.

Cross Sponsoring

Pro Image Members and all Members of their immediate household are prohibited from the following:

- a. Enrolling any Pro Image Members, whom they were not the original personal enroller into Pro Image, for other business ventures either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of other business ventures to any non-personally sponsored member. It is the Member's responsibility to first determine whether or not the prospect is currently a Pro Image Member before enrolling the prospect in another business venture. It will be considered a violation of this policy to enroll a Member even if their status is unknown.
- b. Producing any literature, recordings or promotional material of any nature for another business venture, which is used by the Member or any third party to recruit Pro Image Members for that business venture.
- c. Selling, offering to sell, or promoting any competing products or services to Pro Image Members.
- d. Members cannot enroll or attempt to enroll a Member from another Pro Image organization into their own organization, nor can they enroll or attempt to enroll a Member of their own organization that was personally sponsored by another Member within the organization. Violation of this policy is grounds for termination.
- e. Members may not introduce other business opportunities to any Pro Image Members whom they have not personally enrolled into Pro Image, even if that opportunity appears to complement our products or the business. It is improper for a Pro Image Member to enroll, recruit or attempt to recruit the guest or prospect of another Pro Image Member. Violation of this policy is grounds for termination of Pro Image Member status.

Violations of any provision of this policy constitutes a Member's voluntary resignation and cancellation of his/her Membership, effective as of the date of the violation, and forfeiture by the Member of all commissions payable for and after the calendar month in which the violation occurred. If Pro Image pays any compensation to the Member after the date of the violation, all commissions and compensation for and after the calendar month in which the violation occurred shall be refunded to Pro Image.

Violations of this policy are especially detrimental to the growth and sales of other Members' businesses and to Pro Image as a whole. Therefore, Pro Image may seek and obtain from the violating Member damages for violations of this policy. If litigation or arbitration is undertaken to recover compensation, bonuses or damages as specified herein, the prevailing party shall be entitled to an award of attorney's fees and expenses. All legal action will be governed by the laws of the State of Texas in a Travis county court.

Exclusivity of Information

All information such as names, addresses, phone numbers, and email addresses of any and all Members is proprietary information belonging solely to Pro Image. All Pro Image Members agree not to disclose any such information to any third party unless it is for the express purpose of promoting the Pro Image opportunity nor can

it be used to promote any other business opportunity at any other time whether or not the person is still associated with Pro Image.

Violation of this policy would result in irreparable damage to Pro Image and as such Pro Image would be allowed injunctive relief to stop such a violation. If litigation or arbitration is required to obtain injunctive relief or to recover damages, the prevailing party shall be entitled to an award of attorney's fees and expenses as governed by the State of Texas, in a Travis county court.

Termination

Should a Member be found to be in violation of any of the Policies of Pro Image, Pro Image reserves the right to terminate the agreement between the Member and Pro Image. The procedure for such termination is as follows:

- a. Notification of intent to terminate the agreement will be sent to the Member via the U.S. Postal Service.
- b. The Member will have 15 days to respond to the notice, sending any dissenting information, explanation or alternative response in writing to Pro Image.
- c. Pro Image's review board will make a final determination as to whether the Member will be terminated.
- d. Should the termination take place, the vacancy will be filled according to the normal compression policy.

Termination is permanent inactivation of a Pro Image Member. The Member is no longer authorized to sell Pro Image products or enroll any new Members. They can no longer participate in any way in the compensation plan, contests or recognition. They may not re-enroll in the future.

Changes of Enroller or Organization

Pro Image discourages and prohibits any changes in the organizational or enroller structure. The integrity of the compensation plan depends on that structure. Pro Image protects the rights of the enroller. Realignment will only rarely be considered in extreme circumstances. In order to make a change, a waiver must be signed by all applicable parties and approved in writing by a corporate officer.

Sometimes two or more Members will contact the same person. Pro Image does not get involved in settling disputes of this nature. We will recognize the Member whose name appears as the enroller on a signed application. If more than one application is received in the office, the one we receive first is recognized. Since there are no changes in the enrollment structure allowed, this area of the application should be filled out very carefully.

Supporting Your Members/Sharing Ideas

Pro Image's compensation plan is based on the sale of products to customers and rewarding our loyal Members. This plan encourages Members to help other Members who, in turn, help others. Pro Image Members are encouraged to share ways to market the products and promote the opportunity while continuing to uphold the Member Guidelines of the company.

Satisfaction Guarantee for Customers

Pro Image products carry a 100% guarantee. The following are the procedures to follow regarding customer refunds:

Purchases Directly from Pro Image:

If your Customer purchased product directly from Pro Image and is not satisfied for any reason with the product, he/she may return the unused portion or empty container to Pro Image within 45 days from time of purchase and receive a full refund or exchange, minus shipping. Any commissions paid out on the purchase will be deducted accordingly.

Purchases Directly from a Member:

Here is a simple procedure to follow when making refunds to those customers who you personally service.

- a. The customer should put in writing why he or she is returning the product. Include the name, address and phone number of the customer, preferably on the retail receipt. If a customer does not want to put the reason down in writing, you, the Member, should make the exchange or refund personally and put the information required into written form with your signature. Be quick and courteous about making the exchange or refund.

b. The Member should place each returned item in a separate plastic bag with a copy of the sales receipt and the written reason for the return attached.

c. When a Member returns a product to Pro Image that a customer has returned, Pro Image will replace the product with a new one for the Member's inventory.

Promotional Materials

All Pro Image literature was created to present the Pro Image products and opportunity in the most professional image possible and abide by the State and Federal regulations governing such literature in regards to claims for both health and income. Therefore, Members may not:

a. Create, sell, display or distribute any literature, audio or video, Internet web site, email or other print, audio, visual or electronic media designed to represent Pro Image's products, compensation plan or services other than that which is produced and provided by Pro Image without prior approval from the company;

b. Copy or reproduce any material produced by Pro Image without permission;

c. Use the Pro Image name or logos in any advertisements, displays, notices or in any promotion without permission;

d. Produce and/or sell any product, literature, audio or video or electronic media with is deceptively similar to Pro Image products and thus create the impression that such material originates from Pro Image.

e. Present Pro Image's products or opportunity in a manner or environment that is vulgar, profane or which presents Pro Image in an undesirable manner.

f. Make claims for product and/or income potential. No exaggerated or curative claims in regards to Pro Image products or opportunity. Only use approved corporate language in defining the features and benefits of Pro Image products. Never diagnose or prescribe any Pro Image products as a specific treatment for any disease or condition.

In addition, a Member must not make exaggerated or hypothetical claims about the earning potential available with the Pro Image compensation plan.

Telephone Advertising

A Member may list his or her name in their phone book as long as it is clearly stated that the Member is an Independent Representative, i.e.:

John Smith — Pro Image Independent Representative — 2222 Main Street — 123-4567

Business Cards and Other Promotional Materials

All cards, letterheads, signs and advertising materials, etc. used by Pro Image Members to promote their businesses must make it clear that they are Independent Representatives of Pro Image. Members may in no way imply or intimate that they are agents, employees, joint ventures or franchises of the company.

Newspaper Advertisements

Some Members use classified advertising in the newspapers to find prospects. Here are a few simple rules to follow when placing such an ad:

- Do not imply that a job or position is available.
- Do not promise a specific income.
- Do not include any misleading facts or distortions of the Pro Image compensation plan or products.

Repackaging Pro Image Products

Repackaging of Pro Image products by Members is not authorized. Products are to be sold in their original packaging only. Under no circumstances are Members allowed to print labels bearing the Pro Image name or logo.

Electronic Communications

Pro Image International is committed to permission-based email marketing practices, and as a result has established a no-tolerance Anti-Spam Policy regarding the use of its name, products or services in any form whatsoever.

Spam is commercial email or unsolicited bulk email, including "junk mail", which has not been requested by the recipient. It is intrusive and it wastes valuable resources. Spam messages are the opposite of permission-based email, which are normally anticipated, personal, relevant and/or associated with a pre-existing business or personal relationship. Inappropriate newsgroup or message board activities, consisting of excessive posting of the same materials to newsgroups or message boards, are also deemed to be spam.

By becoming a Pro Image member, you acknowledge and agree to comply with the Controlling the Assault of Non-Solicited Marketing (CAN-SPAM) Act of 2003. The ACT can be found in its entirety at:
<http://spamlaws.com/federal/108s877.html>

You agree to fully and completely indemnify Pro Image International, its members, officers, directors, employees, agents and affiliates, for all damages arising from your breach of any of the obligations set forth in the CAN-SPAM Act. Upon notice from Pro Image to you requesting that you terminate e-mail solicitations, you shall immediately stop sending any e-mail solicitations promoting the Pro Image name, products and services.

Terms of Agreement

The term of this agreement will not be limited, but on occasion will be revised. Any changes or modifications to this agreement will be made freely available to all members and customers. Pro Image will post notice of updates through normal channels, but it is the responsibility of the applicant, member and customer to review and be aware of any and all changes or modifications.

A member is entitled to cancel this agreement at any time for any reason upon written notice to Pro Image. Transfer or sale of a member status without written company approval is strictly prohibited.

This agreement shall not be effective until and unless it is accepted by the Pro Image Corporate office. Failure to comply with the terms of this agreement, or any other company publications, will result in the immediate termination of this agreement by Pro Image, upon written notice thereof to member.

This agreement shall be governed by the laws of the State of Texas and all claims, disputes or other matters between parties of this agreement shall be brought in County of Travis, Texas, courts. Further, this agreement constitutes the entire agreement between the member and Pro Image and no other promises, representations, guaranties or agreements of any kind shall be valid unless in writing.

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