

Terms and Conditions

Univera, Inc. ("Univera") looks forward to a long-term and mutually rewarding relationship with each of its Independent Distributors ("Associates"). Univera recognizes that without happy, loyal, and successful Associates, Univera could not exist for very long. Likewise, without a well-run and profitable Company, the Field would not have a solid long-term business opportunity or the products to set itself apart from, and above, the rest of the industry. Please note that Univera reserves the right to amend the Agreement and its prices, except as may be otherwise set forth in the Agreement. By signing the Associate Agreement, an Associate agrees to abide by all of the terms and conditions of Univera's Policies and Procedures as well as all amendments or modifications that Univera elects to make from time to time. Amendments shall be effective upon notice. Notice will be deemed effective by one or more of the following methods: (1) posting on Univera's official Web site or (2) electronic mail (E-mail). The continuation of an Associate's Univera business or an Associate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments to the Policies and Procedures.

A. Rights Granted

Univera hereby grants to the Associate, a non-exclusive right upon the terms and conditions contained herein and in Univera's Policies and Procedures, to purchase Univera products, to promote and sell Univera products, and to sponsor new Associates in the United States and its territories and in countries where Univera is established. All newly sponsored Associates must be given an opportunity to fully review the most current version of the Company's Policies and Procedures and to complete and sign this Associate Agreement.

B. Independent Business Relationship

The Associate is an independent contractor and not a purchaser of a franchise or business opportunity, whose success or failure depends on independent efforts. The agreement between Univera and its Associates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Associate. The Associate has no authority (expressed or implied) to bind the Company to any obligation.

C. Identification

All Associates are required to provide their Date of Birth and Social Security Number or a Federal Employer Identification Number to Univera on the Associate Agreement. Upon enrollment, the Company will provide a unique Associate Identification Number to the Associate by which he or she will be identified.

D. Compliance with All Applicable Sales Tax Laws

Univera will charge sales tax on actual purchase price according to applicable tax rates for the area in which the sale is made. This is determined based on the location to which the products are shipped by Univera, unless the Associate has submitted a Resale Tax Certificate Form, including a copy of the appropriate current Sales Tax License. Some states charge sales tax on shipping. Univera will charge sales tax on shipping for those states requiring such tax.

E. Representations made by Univera Associates - Indemnification

Associates agree to indemnify Univera and hold Univera's directors, officers, employees, and agents, harmless from any and all liability including judgment, civil penalties, refunds, attorney's fees or court costs incurred by Univera as a result of the Associate's unauthorized representations or actions. This provision shall survive the termination of the Associate Agreement.

F. Dispute Resolution

When an Associate has a grievance or complaint with another Associate or with Univera regarding any practice or conduct in relationship to the Associate's Univera business, the complaining Associate should first report the problem to his or her Sponsoring Associate who should review the matter and try to resolve it with the other party's Uptime or with the Company, if applicable. If the matter cannot be resolved, it must be reported in writing to the Univera Corporate office. Univera will review the facts and attempt to resolve it.

G. Arbitration

Any controversy or claim arising out of or relating to (i) this Associate Agreement; (ii) Univera's Policies and Procedures, or the breach thereof; (iii) the Associate's business; or (iv) any dispute whatsoever between Univera and the Associate, shall be settled solely by binding arbitration. By participating in the Univera business, and in consideration of the commissions, awards, bonuses, and other amounts paid by Univera to such Univera business, each participant in a Business Entity that owns a Univera business, by participating in such Univera business, agrees that any claim or controversy arising out of, or in any way relating to (i) the Univera business in which it, or they participate; or (ii) the Univera Policies and Procedures, or any breach thereunder; or (iii) any claim or controversy such participant may have against Univera, shall be settled solely by binding arbitration. Any such arbitration shall be held in Seattle, Washington, administered by the American Arbitration Association under its commercial arbitration rules. If an Associate or participant files a claim or counterclaim against Univera, he, she or it may do so only on an individual basis and not with any other Associate or as part of a class or consolidated action. Section 15.2 of Univera's Policies and Procedures sets forth in greater detail the requirements of all Univera Associates and those who participate in a Univera business to address all claims with or against Univera by arbitration.

H. Returns

Please refer to the back of your invoice which accompanies each order, and the Univera Policies and Procedures booklet for the return policy. A pre-approved Return Merchandise Authorization Number must be obtained by calling Customer Care at 877-627-4787. The empty, partially used or unused product package(s) or container(s) must be returned to Univera to qualify for the 90-day money back guarantee.

I. Advisory

If you are a member of another Direct Selling Company, we highly encourage you to review your existing contract with that company and that company's policies and procedures. Some companies in the Direct Selling Industry have implemented NON-COMPETE clauses that may limit your right to join a new DS venture if you are still actively involved with that existing company. Violation of such a NON-COMPETE clause may put you in jeopardy of violating your contractual obligations to that company.