

# Terms & Conditions

TruIQ Global, LLC may accept or refuse any Applicant at its own discretion and I (“I” being the individual applying for Distributorship as an Associate in TruIQ Global, LLC) certify that I am of legal age to enter into a contract in the state where I reside.

- I understand that I am contracting with TruIQ Global, LLC (“TruIQ”) for the promotion of certain sales as described below. Hereinafter, TruIQ may be referred to as the “Company”.
- Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned to such terms in the Policies and Procedures. The term “Agreement” shall mean the Distributor Application, the Compensation Plan, and the Policies and Procedures and any country or situation-specific addendum(s) thereto, and any other written agreement between me and the Company. I hereby agree to be bound by the Agreement.
- **Compliance with Laws. I agree to comply with all applicable laws relevant to conduct of my activities as an independent Distributor under this Agreement. In particular (but without limitation), I must not make any actual or potentially misleading or deceptive claims in relation to commissions and other rewards that might be derived from conducting activities as an independent Distributor of the Company, or in relation to TruIQ products.**
- Distributor Rights. I understand that as an independent Distributor of TruIQ, I have the right (but not the obligation) to:
  - buy from TruIQ and offer for re-sale TruIQ products, in accordance with the Agreement, in such manner as the Company may, from time to time, allow in relation to its independent Distributors generally, and only on a direct selling basis, and not through retail outlets, except to the extent, from time to time, permitted by TruIQ;
  - recommend persons for acceptance as TruIQ independent Distributors (subject to acceptance by the Company);
  - if qualified, earn bonuses and other rewards pursuant to the Compensation Plan that will be awarded on the same basis as it allows to its distributors, generally in respect of legitimate sales of TruIQ products, and not in respect of the mere introduction of new distributors to the Company.
- Independent Contractor. TruIQ will not treat me as an employee for federal or state tax purposes.
- Refunds and Product Returns. I agree that if I resell Product directly to a customer, I will adhere to TruIQ’s 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to me within thirty (30) days of the sales transaction. TruIQ agrees to replace to me, up to one-half of, the used portion of the returned product.
- Bonus Payments. I understand that I must not be in breach of the Agreement to be eligible to receive Bonuses pursuant to the Compensation Plan.
  - TruIQ has the responsibility to promote the sale of Products within the United States. To the extent that commissionable sales occur where

Products are delivered for distribution inside the United States, Bonuses on those sales, under the Compensation Plan will be the legal responsibility of, and will be paid by, TruIQ.

- TruIQ Exporting, a TruIQ affiliated entity, has the responsibility to promote the sale of Products internationally. To the extent that commissionable sales occur where Products are delivered for distribution outside of the United States, commissions on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, TruIQ Exporting or its assigns. Nevertheless, for administrative convenience, Bonuses paid under the Compensation Plan generally, should be issued on a single check or similar instrument or transaction, combining, for my convenience, the Bonuses earned by both U.S. and non-U.S. sales.
- The Company may be required to amend the Agreement from time to time. The Company agrees to notify me of the amendments, which I may accept or reject. If I reject the amendments, I agree that the Company may choose not to renew the Agreement when its term expires.
- If I elect ACH for my Smart-Ship orders, the Company is hereby authorized and may debit my account for orders shipped on or after the date of payment, and I agree to maintain sufficient funds in my account to cover the automatic payments. If my ACH payment fails, I will contact Distributor Support at 1-801-987-0901, as the Company will not be held responsible for personal volume shortfalls. I shall indemnify and hold the Company harmless from all liability which may arise out of the Company's initiating an authorized debit to my account, except the liability to ship the product as ordered. ACH payment processing by the bank may take up to 5 business days. I therefore acknowledge that the Company will process the order in the week it receives the funds, and not when the ACH is initiated.
- Term and Termination. The term of this Agreement is one year, subject to earlier termination in accordance with this Agreement or in accordance with law. The Company may refuse to renew this agreement for any reason. If this agreement is not renewed, or if it is terminated for any reason, I understand that my right to sell TruIQ products and receive bonuses in respect of my activities as an independent Distributor will cease. The Company reserves the right to terminate this Agreement at any time upon 30 days' notice if the Company elects to: ( 1 ) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products via direct selling channels, or at any time upon not less than 7 days' notice and without further notice if the independent Distributor breaches this Agreement and fails to remedy the breach before the end of the notice period. I may cancel this Agreement at any time, and for any reason, upon written notice to TruIQ at [cancel@TruIQGlobal.com](mailto:cancel@TruIQGlobal.com).
- I may choose to have Product sent to me monthly on an automatically processed order (Smart-Ship). To change any detail pertaining to my Smart-Ship order, my phone request or my written request (from my email account of record or via regular mail and signed by me) must be received by TruIQ 72 hours in advance of the next shipment. All orders are subject to the sales tax of my region, which will be added to the order total. Shipping & handling charges will also be added. The credit card or bank draft listed on the Distributorship (IBP account) will

automatically be charged for this order. Orders in which payment method is declined may not be processed. Attempts may be made by TruIQ to reprocess the order, should my payment method decline; however, TruIQ makes no assurances that these attempts will be made. If my credit card is due to expire, I acknowledge that my issuing bank may update my expiration date automatically, which will allow TruIQ to process my order payment; however, I agree to be responsible for providing current payment. If an order cannot be processed due to payment difficulties, TruIQ will not be held responsible for personal volume shortfalls. I agree that TruIQ reserves the right to change my Smart-Ship orders to subsequent payment methods added by me if my first payment method declines. The charge sequence will be in the order that I list my payment methods in the Virtual Office.

- No Assignment. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of TruIQ. Any attempt to transfer or assign the Agreement without the express written consent of TruIQ renders the Agreement voidable at the option of TruIQ and may result in termination of my business.
- Release and Indemnification. To the maximum extent permitted by law, TruIQ, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and I release TruIQ and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release TruIQ and its affiliates from all liability arising from or relating to: (a) my, or any other Distributor’s, breach of the Agreement; (b) the promotion or operation of a TruIQ business by me or any other Distributor and any activities related to it, including, but not limited to, the presentation of Products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify TruIQ and its affiliates for any liability, damages, fines, penalties, or other; (c) any incorrect data or information provided by me or any other Distributor to TruIQ; (d) my, or any other Distributor’s, failure to provide any information or data necessary for TruIQ to operate its business; or (e) awards arising from any unauthorized conduct that I undertake in operating my business. I further agree to indemnify TruIQ for any liability, damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my TruIQ business; (f) the use of images, video, posts or any other content provided by me or procured by TruIQ at any TruIQ event.
- License to Use Certain Intellectual Property. The Company grants to me a non-exclusive, royalty free, revocable license to use the intellectual property in TruIQ’s name, trademarks (whether registered or unregistered), and other intellectual property rights in any materials or documents pertaining to the subject matter of this Agreement for the purpose of promoting the products and sourcing potential customers. I agree that the Company may impose restrictions on my use of TruIQ’s name, trade names and trademarks, logos and other intellectual property and advertising to protect the rights, reputation, and image of TruIQ, provided that such restrictions are applied to all Distributors generally. I also agree to not apply singly, or in association with, any other party for registration of

any intellectual property owned by TruIQ capable of registration, but not registered, and to give all reasonable assistance, at TruIQ's reasonable cost, to assist TruIQ to register any such intellectual property.

- Entire Agreement. The Agreement, in its current form and as amended by the Company, constitutes the entire contract between the Company and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- Any variation or waiver by TruIQ of any breach of the Agreement must be in writing and signed by an authorized officer of TruIQ. Waiver by TruIQ of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.
- TruIQ is not responsible for delays in the performance of its obligations under this Agreement when performance is made commercially impracticable, due to circumstances beyond its reasonable control.
- Governing Law. This 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.
- Dispute Resolution. All disputes and claims relating to the Company, the Agreement, or any other claims or causes of action relating to the performance of me or another Distributor shall be settled totally with TruIQ, by arbitration, as set forth in the Policies and Procedures. Nothing in the Agreement shall prevent the Company from applying to, and obtaining from, any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision, or award, in connection with any arbitration or other proceeding.
- Jurisdiction and Venue. The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against TruIQ with jurisdiction and venue as provided by Louisiana law.
- Limitation of Action. If a Distributor wishes to bring an action against TruIQ for any act or omission relating to, or arising from, the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against TruIQ for such act or omission. Distributor waives all claims that any other statutes of limitations apply.
- TruIQ Global personal business enrollment is available in all states in the USA except Montana.

# . Policies for Ordering, Shipping and Returns

- **Ordering**
- All prices on this site are listed at the Retail rate. Anyone may review the content of the site and shop at their own pace. Anyone wishing to shop through this site, may set up an account and will be given options for discounted or other promotional items.
- **Refund Policy**

TruIQ Global LLC will offer a 90% return policy on items returned in resaleable condition. TruIQ Global LLC also offers a sampling program for people to try our products prior to making a commitment to purchase larger quantities. This takes the place of a traditional “money back guarantee.” We encourage all people to sample our products prior to making any commitments to purchase larger volumes of product.
- **Cooling-off Period**

TruIQ Global LLC Associates must inform Retail Customers of their right to rescind a purchase or an order within 72 hours and ensure that the date of the order or purchase is entered on the order form. A Retail Customer who makes a purchase of \$25.00 or more has Three Business Days (Saturdays constitute a business day) after the sale or execution of a contract to cancel the order and receive a full refund. Alaska residents have 5 business days and North Dakota residents who are age 65 or over have fifteen business days.
- **Returns by Associates (Products Returned by Retail Customers)**

If a Retail Customer returns a product to the Associate from whom it was purchased, the Associate may return it to TruIQ Global LLC for an exchange or refund (less shipping and handling and a possible restocking fee).
- All products returned by Retail Customers must be returned to TruIQ Global LLC within ten days from the date on which it was returned to the Associate.
- **Return of Inventory and Sales Aids by Associate**

Upon cancellation of a TruIQ Global LLC Associate’s Agreement, the Associate may return inventory and sales aids for a refund if the product is in resalable condition. Upon receipt of the products and sales aids, the Associate will be reimbursed 90% of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit or debit card, the refund will be credited back to the same account. TruIQ Global LLC shall deduct from the reimbursement paid to the Associate any commissions, bonuses, rebates or other incentives.
- **Returns Procedure from Associates to TruIQ Global LLC**

All returned products must have a Return Goods Authorization Number which is obtained by calling the TruIQ Global LLC Customer Service Department. The Return Goods Authorization Number must be written on each carton returned. If an Associate returns more than \$300.00 for a refund in any 12 consecutive month period, the request will constitute the Associate’s voluntary cancellation of



his/her Associate Agreement, and the refund will be processed as an inventory repurchase and the Associate's TruIQ Global business will be cancelled.

## 30-DAY SATISFACTION GUARANTEE & CANCELATION

TruIQ offers a 30-Day Satisfaction Guarantee to all customers for any reason. As an Associate, you are bound to honor this guarantee. If a customer is dissatisfied with any TruIQ product, the customer may return the product to you, within thirty (30) days of purchase, for a replacement or exchange. See Section 9.4 below for additional information.

As an Associate, you are limited in the amount of product you can exchange solely for dissatisfaction to 100 PV points for each TruIQ brand in a calendar year. If you wish to return such merchandise exceeding the above amounts set forth per brand, the return will be classified as an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms of Section 9.3, and your Associate Agreement shall be cancelled unless you have received prior written approval from TruIQ. Please see Sections 9.4.1 and 9.4.2 below for specific return procedures.

## Delivery Policy

All products purchased from Monday thru Friday at 2:00PM, MST US, are shipped within twenty-four (24) hours.

All products purchased from Friday at 2:01 PM MST, US, are shipped on the next business day or within forty-eight (48) hours.

All items will be shipped in the manor selected by the purchaser as offered in the Check-Out section of the shopping cart.

Typical methods of shipping will include

- USPS
- FedEx



- UPS

## NOTICE OF RIGHT TO CANCEL

You may CANCEL your transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for AK residents and fifteen days for residents of North Dakota who are age 65 or over). See our full [return policy here](#).

Please Print this form and keep a copy for your records.