



TERMS & CONDITIONS

EFFECTIVE MARCH 1, 2018

3-WORX TERMS AND CONDITIONS

This document is an important part of the application to become an Independent Affiliate of 3-Worx International Corporation (referred to herein as “3-Worx” or the “Company”). When submitted by an applicant (referred to herein as “you” or “your”, applicant” or “Affiliate”) and accepted by 3-Worx, this document becomes part of a legal agreement between you and 3-Worx.

All subscriptions will auto-renew unless canceled 3 days prior to renewal date. There will be NO REFUNDS for subscription renewals.

NO REFUNDS of initial sign up/purchases will be made, except when requested within TEN days of the initial sign up/purchase date.

NOTICE OF RIGHT TO CANCEL

You may CANCEL your INITIAL transaction, without any penalty or obligation, within 10 DAYS from the above Order Date. Upon cancelling your initial sign up/purchase, any payments made by you under the initial sign up/purchase, will be returned within TEN BUSINESS DAYS following receipt of your cancellation notice. To cancel this transaction, email your cancellation request to help@3-worx.com NO LATER THAN MIDNIGHT of the 10 day following the date set forth above.

By accepting electronic delivery of 3-Worx subscription packages you agree to abide by the CHARGEBACK POLICY contained herein.

SECTION 1. Definitions:

- A.** The Independent Affiliate “Agreement” consists of the following documents: (1) the Independent Affiliate Application and Agreement (2) these Terms and Conditions; (3) the Policies and Procedures (“P&P”); (4) the 3-Worx ® Compensation Plan (the “Compensation Plan”); (4) the Business Entity Form, if applicable; and (5) subsequent amendments to any of the preceding documents.
- B.** “Acceptance” means the Company’s acceptance of your application of 3-Worx to become an Independent Affiliate by completing this Application and delivering it to 3-Worx. “Acceptance” shall be deemed to occur when 3-Worx first receives an Application from a person who has decided to become an Affiliate. ^[L]_[SEP]
- C.** “Breach,” “Default” and “Violation” mean an actual or alleged transgression or violation of any part of this Agreement. ^[L]_[SEP]
- D.** “Cancel” or “Cancellation” means the expiration or termination of an Affiliate’s distributorship. Cancellation may be either voluntary or involuntary by either 3-Worx or an Affiliate, through non-renewal, inactivity or breach of the Agreement as set forth herein. ^[L]_[SEP]
- E.** The “Definitions” section of the 3-Worx P&P manual is incorporated by reference as part of these Terms and Conditions, as if fully set forth herein. ^[L]_[SEP]
- F.** “My downline,” “my downline marketing organization,” or “my downline sales organization” means the network of Independent Affiliates who exist under me pursuant to the Agreement.

- G.** 1 “My downline” or any similar reference is only used for simplicity purposes. Affiliate understands that: (1) Affiliate does not have any ownership or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by 3-Worx or created by Affiliate or any other individual or entity to the extent that it consists, in whole or in part, of any information about 3-Worx downlines or any part of the Agreement; (2) the sole property interest of an Affiliate with respect to downlines is the contractual right to receive commissions as set forth in the Agreement; and (3) that 3-Worx is the sole owner of any and all downline rights, titles, interests and materials.^[1]_{SEP}
- H.** “Materials,” “Promotional Materials” or “a Publication” means any publication created or adopted by 3-Worx that is made available to Affiliates.

SECTION 2. Term:

- A.** The term of this Agreement is one year from the date of 3-Worx acceptance of this Application. If Affiliate fails to renew its distributorship pursuant to the P&P, or if this Agreement is canceled for any reason, Affiliate will lose Affiliate’s rights as an Independent Affiliate of 3-Worx. 3-Worx reserves the right to terminate all Independent Affiliate Agreements upon 30 calendar days notice if the Company ceases business operations or if the assets or if a majority of 3-Worx then outstanding stock is sold or transferred.

SECTION 3. Independent Contractor Status:

- A.** Affiliate is an independent contractor, and not an employee, agent, partner, or franchisee of 3-Worx. 3-Worx is not responsible for withholding, and will not withhold or deduct from Affiliate’s bonuses and commissions, if any, taxes of any kind other than as required by law. An IRS Form W-9 is required from all Independent Affiliates.

SECTION 4. Legal Provisions Relative to the Agreement:^[1]_{SEP}

- A.** Any promises, representations, offers, or other communications of anyone that precede the effective date of this Agreement and that are not contained in this Agreement are, to the extent permitted by law, of no legal force and effect as to this Agreement.^[1]_{SEP}
- B.** The Agreement may be amended from time-to-time at the sole discretion of 3-Worx. Notification of each amendment will be effective upon publication of that amendment in a 3-Worx publication.

SECTION 5. Rights to Transfer or Delegate:^[1]_{SEP}

- A.** Affiliate does not have any right to transfer or assign any rights, or delegate any duties under the Agreement without the prior written consent of 3-Worx. Any attempt to transfer or assign the Agreement without the express written consent of 3-Worx is null and void and will be a material breach of this Agreement.
- B.** 3-Worx has the right to transfer or assign any or all of its rights and to delegate any or all of its duties under the Agreement without the prior written consent of Affiliate.

SECTION 6. Publicity Rights:

- A. 3-Worx is authorized to use Affiliate’s name, photograph, personal story and/or likeness in advertising/promotional materials while this Agreement is in effect and for the six (6) months immediately after its cancellation. Affiliate hereby waives all claims for remuneration for such use.

SECTION 7. Affiliate acknowledges and agrees that as a 3-Worx Independent Affiliate has: []
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- A. The right to present for sale 3-Worx products and services in accordance with the Agreement. []
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- B. The right to enroll persons as Independent Affiliates or Customers of 3-Worx products and services. []
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- C. An obligation to proactively train and motivate the Independent Affiliates in my downline marketing organization.
- D. An obligation to comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and will make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- E. An obligation to perform my obligations as an Independent Affiliate with honesty and integrity in accordance with the Agreement, including, without limitation, the P&P.

SECTION 8. Governing Law and Resolution of Disputes: []
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- A. The interpretation and enforcement of this Agreement is governed by and shall be construed and interpreted in accordance with the laws of Utah, without giving effect to conflicts of law principles.
- B. Affiliate acknowledges and agrees that personal jurisdiction and venue for any dispute arising out of or relating to this Agreement are proper exclusively in the state and federal courts located in the State of Utah, County of Salt Lake and both parties hereby submit to, and waive any objection to, personal jurisdiction or venue in such courts for such purpose.
- C. Affiliate acknowledges that the covenants set forth in this Agreement and in the P&P manual are reasonable and necessary to protect the legitimate interests of 3-Worx and that 3-Worx would not enter into this Agreement in the absence of such covenants. Affiliate further acknowledges that his/her breach of the covenants set forth in this Agreement and in the P&P manual would [] cause likely cause 3-Worx irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain. Therefore, Affiliate agrees that 3-Worx is entitled, without the necessity of posting a bond or other security, to the issuance of injunctive relief to enjoin Affiliate from beaching or threatening to breach such covenants. Injunctive relief will not be the exclusive remedy available to 3-Worx.

SECTION 9. Communication:

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- A. By signing and submitting this Agreement, I agree that 3-Worx or a party acting on its behalf may contact me by telephone using automated technology (e.g., an auto-dialer or pre-recorded

messaging), text messaging or email. I consent and agree to 3-Worx contacting me in this manner at the telephone number(s) or email address that I provided above and as updated. I understand that my carrier's standard rates will apply for calls and text messages. I may opt-out from receiving text messages at any time by replying "STOP". I understand that my consent is not a condition of purchase. I consent and agree to the 3-Worx's privacy policy when I sign and submit this Affiliate Agreement.

- B.** I specifically authorize 3-Worx to communicate with me by electronic mail (e-mail) for any purpose, including formal notices pursuant to the Agreement, at the email address I have entered on this Application.

SECTION 10. Miscellaneous:

- A.** A faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects.
- B.** By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth at 3-Worx.com. I acknowledge that I have read the privacy policy found on this website. I certify I have not been a 3-Worx Independent Affiliate, or a partner, shareholder, or principal or any entity having a 3-Worx business within the past six (6) months. I represent that I have had full opportunity (1) to read this Agreement; (2) to obtain guidance or advice of my own legal counsel; and (3) to communicate with 3-Worx concerning any comments or questions about my understanding of this Agreement.
- C.** Taxpayer Identification Number. If you are a United States person (including a resident alien), you must provide 3-Worx with your correct taxpayer identification number ("TIN"). Which for individuals is either your Social Security Number ("SSN") or, if you are a resident alien and you do not have and are not eligible to get an SSN, your Individual Taxpayer Identification Number ("ITIN"). For an Affiliate account that is a partnership, corporation, company or associate organized in the United States or under the laws of the United States, you must provide your Employer Identification Number ("EIN"). If you fail to provide 3-Worx with a TIN or the TIN you provide is incorrect, at the request of the Internal Revenue Service ("IRS"), 3-Worx has the right to withhold and pay to the IRS 28 percent of your income over \$600, unless you certify to 3-Worx that you are a corporation exempt from backup withholding or otherwise not subject to backup withholding. If you indicated above that you are a U.S. citizen or other U.S. person, you certify the following: Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person, and (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.
- D.** I agree and understand that any intentional misrepresentation of any information I provide on this Independent Affiliate Application and Agreement may result in action by 3-Worx, including, but not limited to, termination of this Agreement.

- E.** By signing and submitting this form and payment of my Subscription, I acknowledge that I am applying to become a 3-Worx Independent Affiliate. I consent to 3-Worx contacting me at the telephone numbers, fax number, and/or E-mail address listed on my application or as updated. I certify that I have read and agree to the Terms and Conditions for this agreement, the Auto-bill Program included with this form. I further certify that I have received, have read, understand and agree to the 3-Worx Compensation Plan and the 3-Worx Policies and Procedures, which are incorporated herein and made part of this agreement.

PART II. AUTO-BILL PROGRAM

The following Terms and Conditions apply only to Applicants who have elected to participate in the optional 3-Worx Auto-bill Program. All of the material Terms and Conditions of the Auto-bill Program are contained in this Part II. The Agreement, as defined in Part I of this document, is applicable to this Part II.

All subscriptions will auto-renew unless canceled 3 days prior to renewal date. There will be NO REFUNDS for subscription renewals.

NO REFUNDS of initial sign up/purchases will be made, except when requested within TEN days of the initial sign up/purchase date.

NOTICE OF RIGHT TO CANCEL

You may CANCEL your INITIAL transaction, without any penalty or obligation, within 10 DAYS from the above Order Date. Upon cancelling your initial sign up/purchase, any payments made by you under the initial sign up/purchase, will be returned within TEN BUSINESS DAYS following receipt of your cancellation notice. To cancel this transaction, email your cancellation request to help@3-worx.com NO LATER THAN MIDNIGHT of the 10 day following the date set forth above.

- A.** I authorize 3-Worx to submit a charge for payment, from my credit or debit card as provided to 3-Worx, for my monthly Auto-bill purchase of products or services that is specifically identified in this Application or as updated. I understand that there are no minimum number of purchases each month for participation in this Program. ^[1]_{SEP}
- B.** I understand that my first order will be processed within five (5) business days of 3-Worx acceptance of my first order. Furthermore, I understand that periodic products or services that I have ordered will occur without any further action by me. I understand that there will be approximately a one (1) month interval between each charge.
- C.** I understand that I may cancel my Auto-bill participation within ten (10) business days of the date of my submission of this Application to 3-Worx and receive a full refund for the **INITIAL TRANSACTION** amounts charged to my credit or debit card for that **initial** Auto-bill order. Thereafter, **NO** refunds will be available/issued for any subsequent auto-bill transactions as provided in the 3-Worx Policies and Procedures. I understand and acknowledge that 3-Worx Limitation of Liability and 3-Worx return and refund general policy are incorporated into this Application by reference. ^[1]_{SEP}
- D.** I understand that to change any feature of my Auto-bill, I must submit a new Auto-bill Application. Each Auto-bill Application will supersede all previous Auto-bill Applications.

Notice of change must be received by 3-Worx at least three (3) business days prior to the next monthly Auto-bill date.

- E.** I understand that this Agreement will remain in effect until: (1) I elect to modify it by calling Affiliate Support at (801) 556-5037.; (2) Any cancellation of my participation in the Auto-bill Program needs to be sent to 3-Worx International Corporation, Attn: Affiliate Support at 4760 S. Highland Dr., Suite 158, Salt Lake City, Utah 84117, USA, or by emailing help@3-worx.com.; I acknowledge that this cancellation notice must include my signature, printed name, address, and my 3-Worx Identification Number); (3) stop payment of any payment withdrawals by 3-Worx by notifying my issuing bank at least three (3) business days prior to the scheduled charging of my account; or (4) my payment method is declined for three (3) consecutive months. Notice of cancellation must be received by 3-Worx at least three (3) business days prior to the next scheduled Auto-bill date in order to avoid charges for that month. I understand that if a cancellation notice is received by 3-Worx fewer than three (3) business days prior to the weekly Auto-bill date; cancellation will become effective the week following the week in which my notice of cancellation is received by 3-Worx.
- F.** I understand that any applicable sales taxes will be added to my Auto-bill order amount each month, based on the address to which my Auto-bill orders are sent or billing zip code. I authorize 3-Worx to add such amount to the amount charged to the debit or credit card as provided to 3-Worx.

SECTION 11. Chargeback Policy

By accepting electronic delivery of 3-Worx subscription packages you agree to abide by the chargeback policy contained herein.

We do not tolerate credit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition, we will pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

We employ advanced risk modelling to detect fraudulent transaction clues across our Services. Fraudulent transactions are immediately cancelled after being detected. Any active Orders associated with the same fraudulent credit card will also be cancelled immediately. We also actively leverage external, cross-industry resources --such as worldwide fraud blacklists --to prevent fraudulent users from accessing our service in the first place.

We consider credit card charge backs to be fraudulent if you make no reasonable effort to work with us to resolve any problems with your subscription. All frivolous chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but also cost us money, therefore:

When we detect questionable activity related to a subscription purchase that is being made, we will mark the purchase with a "customer review in progress" status and perform fraud detection procedures on the purchase to reduce our exposure to risk; during this time, you will not be able to access your Account.

In general, we complete reviews within four (4) to six (6) hours; certain purchases posing a higher potential risk may require more time, however, as our Compliance Department performs even more extensive fraud detection checks. We may also contact you directly as a backup precaution. If we determine that a purchase is high-risk or doesn't comply with our Compliance and risk Policies, the purchase will immediately be cancelled and the funds will immediately be refunded to the credit card from which the purchase was initially made. Furthermore, in such instances, we reserve the right, at our

sole discretion, to close any and all of your Account(s) with us immediately. Any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately.

In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a third-party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. In the event that a chargeback is placed or threatened on a purchase, we also reserve the right to report the incident for inclusion in chargeback abuser database(s) of our choosing and in our sole discretion. The information reported will include name, email address, order date, order amount, IP address, full address, and phone number. Being listed on such databases may make it more difficult for you to use (any of) your credit card(s) on future purchases with us or other merchants.

SECTION 12. Amendments:

These terms and conditions may be amended or modified from time to time at the sole discretion of 3-Worx. Such amendments or modifications shall be electronically active without notice to you.

SECTION 13. Governing Law:

The interpretation and enforcement of these terms and conditions is governed by and shall be construed and interpreted in accordance with the laws of Utah, without giving effect to conflicts of law principles. Any lawsuit relating to these terms and conditions shall be brought exclusively in the state or federal courts located in the State of Utah, County of Salt Lake, and I hereby submit to the exclusive jurisdiction of such courts.

SECTION 14. Communications: ^[11]_[SEP]

- A.** By signing and submitting this order form, I agree that 3-Worx or a party acting on its behalf may contact me by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. I consent and agree to 3-Worx contacting me in this manner at the telephone number(s) or email address that I provided above and as updated. I understand that my carrier's standard rates will apply for calls and text messages. I may opt-out from receiving text messages at any time by replying "STOP". I understand that my consent is not a condition of purchase. I consent and agree to the 3-Worx privacy policies when I sign and submit this order form. ^[11]_[SEP]
- B.** I specifically authorize 3-Worx to communicate with me by electronic mail (e-mail) for any purpose, including formal notices pursuant to these terms and conditions, at the email address I have provided to 3-Worx or as updated.