Member Agreement
AIM USA

This Agreement ("Agreement") is made between AIM USA, the "Company" or "AIM", and any applicant accepted by the Company as a Member, the "Member."

1. **Status as a Member and Benefits:**

1.1 **Qualification.** In order to become a Member, an individual applicant must be at least 18 years of age, be sponsored by a Member of the Company, and pay to the Company a membership fee. If an applicant does not have a sponsor, AIM will assign one. An applicant that is a legal entity other than an individual must satisfy the above requirements and, in addition, must designate in writing an individual at least 18 years of age who shall agree in writing to be personally responsible for all of the Member's obligations under this Agreement.

1.2 **Benefits.** The Company offers the Member an opportunity to:

a. purchase Company products at Member price,

b. resell the Company products at a retail price or utilize the products for personal use,

c. sponsor other Members, as provided under the Member Income Plan,

d. participate in and receive benefits under the Member Income Plan when a valid Tax Identification Number or tax exemption certificate is provided,

e. receive a free e-commerce website, and

f. receive a monthly Living Well magazine with product orders.

The Company makes no representation as to how much, if anything, the Member may earn. Any earnings will depend on the skills and efforts of the Member.

1.3 **Company Products.** The Member acknowledges that the Company's products are not intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, and expressly agrees not to make any representation to the contrary or sell the products for any such use or purpose.

2. **Term:**

The rights of the Member shall remain in effect until terminated by any of the following:

2.1 **Right of Member to Terminate.** The Member may terminate the relationship with the Company at any time for any reason by providing written notice to the Company. If the Member chooses to cancel within 30 days of enrolling, they may also request a refund of the annual Membership fee.

2.2 **Right of the Company to Terminate.** The Company may terminate the rights of the Member by providing written notice to the Member in the event that the Member:

a. fails to comply with any of the terms or conditions of this Agreement or any Policies and Procedures of the Company now in effect or as they may be amended,

b. makes any misrepresentation or engages in any unethical practice as a Member, as determined by the Company in its sole discretion,

c. engages in any conduct or activity that is or may be detrimental to the Company or any other Company Member, as determined by the Company in its sole discretion, or

d. on behalf of another person or entity, recruits or solicits any active or deleted Company Members who were not personally sponsored by the Member.

The Company may, but shall not be required to, give the Member prior notice and a reasonable time not to exceed 30 days within which to cure any act that would otherwise result in termination. Notice shall be deemed effective under this Agreement three days after sending notification to the Member via e-mail or postal mail. AIM is not required to notify the terminated Member's upline or downline when a termination occurs.

2.3 **Effect of Termination.** Upon termination for any reason, the Member shall cease to be a Member of the Company, and the Member shall thereafter have no further right to sell or distribute AIM products or participate in or receive any benefits or compensation under the Company's Member Income Plan.

3. **General Provisions:**

3.1 **Relationship to Company.** The Member is an independent contractor. This Agreement does not create the relationship of employer-employee, agency, partnership, or joint venture between the parties. The Member will not be treated as an employee for federal tax purposes and is responsible for paying all applicable income, self-employment, and sales taxes. A Member has no right to unemployment compensation, workmen's compensation, or any other benefit.

3.2 **Conformity with Law.** The Member agrees to abide by all applicable laws, rules, and regulations, including but not limited to the Dietary Supplement Health and Education Act (DSHEA), relating to the sale, distribution, and advertising of Company products.

3.3 **Member Advertising.** Member advertising includes all forms of advertising including the use of the Internet. Violations can subject an AIM membership to disciplinary action or termination. For further details see Internet and Advertising in Policies and Procedures.

a. The Member shall at no time adopt or use any word or mark that is the same as or may be similar to or confusing with any trademark or service mark owned or used by the Company. All variations and adaptations of any trademarks or service marks owned or used by the Company shall be the exclusive property of the Company and the Company shall have the exclusive right to register the same and to license the use thereof. At no time during the term of this Agreement or at any time thereafter shall the Member or anyone acting on the Member's behalf attempt to apply for registration of any trade name or trademark owned or used by the Company.

b. If a Member wishes to display the AIM logo, it must be the branded 'a' logo and include the words "AIM Member(s)" adjacent to the logo to differentiate the AIM Member from AIM Corporate. The Member or Membership name must be clearly identified. Official artwork is available upon request.

c. AIM Members may not advertise products for less than the Member wholesale prices published by AIM.

3.4 **Restrictions on Sale.**

a. Company products may only be sold by the Member individually or in a privately owned retail establishment operated by the Member. Members operating a privately owned retail establishment may authorize its employees, agents, or affiliates to sell products on its behalf.

b. The retail establishment cannot be a mass merchandiser or franchise whereby the principal owner is not a Company Member.

c. AIM Members are independent contractors and may establish their own price for reselling. However, Members and privately owned retail establishments may not advertise products for less than the Member wholesale prices published by AIM. The Company strongly encourages Members to sell products at or above AIM Customer prices to retail customers.

d. Company products are intended to be sold only in the country in which they are purchased.

3.5 **Renewal Fee.** The Member shall pay an annual renewal fee payable on the Member's anniversary date, or accumulate a minimum amount of BVP, as required by your membership title, in personal purchases within the 12 months previous to renewal date. Failure to do so will result in automatic termination of membership and loss of title and downline.

3.6 **Member and Customer Lists.**

a. The Member agrees that any list of active or deleted Company Members and Customers is a confidential trade secret of the Company and will not be disclosed or transferred by the Member to any other person or entity. The Member agrees to use any list of active or deleted Company Members or Customers only for the purpose of promoting the Company's products and business opportunity to Members and Customers personally sponsored by the Member and shall not use any such list for any other purpose.

b. The Member agrees to keep confidential and not disclose any and all personal information regarding active or deleted Company Members and Customers, including, but not limited to, names, addresses, phone numbers, e-mail addresses, etc., that are contained on any list of active or deleted Company Members and Customers (e.g. Genealogy Report) except for the purpose of conducting Company-related business with Members and Customers personally sponsored by the Member.

3.7 **Heirs and Assigns.** The benefits and obligations of this Agreement shall inure to and be binding upon the respective heirs, devisees, successors, and assigns of each party, as stated in Member's will or other appropriate legal documentation. However, the Member may transfer the Member's rights under this Agreement only upon (1) prior written notice to the Company, pursuant to Policies & Procedures, Status as a Member, Member Transfers, (2) the transferee's agreement to be bound by the terms of this Agreement, and (3) Company acceptance of the transferee as a Member.

3.8 **Effective Date.** This Agreement shall become effective only upon issuance of a Company ID number, which is assigned to the Member upon approval of the application by the Company. The Company reserves the right to reject any application to become a Member. The applicant acknowledges that by joining as a Member, he/she agrees to abide by this Agreement and its Policies and Procedures (available on AIM's website and upon request).

3.9 **Communication with the Member.** The Member agrees to receive non-advertising related Company communications via email and/or postal mail.

3.10 **Tax Identification Number.** All AIM Members that wish to participate in the Member Income Plan and receive commissions and bonuses must provide a valid tax ID number or valid income tax exemption certificate from the government of the country where the Member legally resides. Memberships unable or unwilling to provide such documentation will be classed as "Customers" and be excluded from earning commissions and bonuses. A membership may convert to commission earning status at any time by providing appropriate tax documentation. Upon receipt of a missing tax ID number or income tax exemption certificate that previously had not been provided, the Company shall not pay retroactively for any previously unpaid commissions.

3.11 **Compensation Ratio.** AIM reserves the right to place a limit, if necessary, on the ratio of commission payout to sales to ensure the viability of the Company. (Current ratio is available upon request.)

3.12 **Amendment.** This Agreement contains the entire agreement between the Company and the Member, and all changes to this Agreement must be in writing. The Company reserves the right in its sole discretion to change its product line and prices at any time without notice and to amend the terms of this Agreement, its income plan, and its Policies and Procedures upon giving the Member at least 30 days written notice.

3.13 **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the state of Idaho, unless the laws of the state in which the Member resides expressly require the application of its laws to this transaction (in which case such state law shall govern). The parties consent to jurisdiction and venue before any federal or state court in Ada County or Canyon County, state of Idaho. If the law of the state in which a Member resides prohibits consensual jurisdiction and venue provisions, that state's law shall govern issues relating to jurisdiction and venue.

By applying to become and accepting benefits as a Member, an applicant agrees to be bound by the terms of this Agreement and the Policies and Procedures of the Company as they now exist or may in the future be amended.

POLICIES AND PROCEDURES

The following Policies and Procedures have been developed as an addendum to the Member Agreement, the "Agreement" between AIM USA, the "Company" or "AIM", and any applicant accepted by the Company as a Member, the "Member."

STATUS AS A MEMBER

1. **Assignment of an ID Number:** Upon assignment of a Company ID number, the Member may purchase product/literature at wholesale cost directly from the Company in the quantities indicated on the most current Company price list and order form. The Company reserves the right to change the quantities and/or prices at any time.

2. **Acknowledgment of Company Policies and Procedures:**

   a) Upon application to the Company to become a Member, either by phone, Internet, fax, or mail, the Member represents that he/she has read and understood the Agreement and Policies and Procedures and has had an opportunity to ask for verification or explanation from the Company with respect thereto. In no event shall the Company be responsible for, nor shall the Member rely upon, any representations whatsoever not contained in the Agreement or Policies and Procedures. By signing the Member Application or by applying to become a Member over the phone or Internet, the Member agrees to be bound by the terms of the Agreement and Policies and Procedures of the Company as they now exist or as they may in the future be amended.

   b) The Member recognizes the importance of creating and maintaining the good will of Company customers, and further understands that the Company is a direct selling company whose income plan and success depend upon the efforts of its Members. It is agreed that the Member will use his/her best efforts in servicing Company customers.

3. **Tax Issues and Legal Compliance:**

   a) As an independent contractor, the Member agrees to abide by all federal, state, and local laws, as well as rules and regulations relating to the sale, distribution, and advertising of Company products, and to comply with all such laws pertaining to the obtaining of licenses required in order to receive, hold, or sell Company products. The Member shall be solely responsible for the declaration and payment of any and all federal, state, or local taxes or fees that may accrue because of the sales activity engaged in by the Member or the earnings of the Member from such activity.

   b) The Company reserves the right to terminate the rights of the Member for any failure of the Member to comply with any federal, state or local law or pay any federal, state or local tax or fee for which the Member is responsible. If any such federal, state or local tax or fee is not paid and becomes the subject of a governmental levy or lien, the Company may comply with such levy or lien until satisfied and the Member hereby indemnifies and holds the Company harmless from any liability, loss or cost involved with the Company's compliance with such levy or lien including, but not limited to, reasonable attorney fees and litigation costs incurred by the Company.

4. **Non-compete:** The Member may not promote non-Company products or business opportunities to anyone on Company property, during Company associated meetings or events. The Company reserves the right to terminate the Member pursuant to the Agreement at any time, with 15 days written notice, in the event the Member commences the representation of non-Company products or business opportunities to anyone at a Company associated meeting or event.

5. **Bonus Buying and Bonus Volume Point (BVP) Placement Prohibited:** Bonus buying and Bonus Volume Point (BVP) placement are prohibited. Members may not assign the BVP associated with any purchase to any other Member for the purpose of bonus or commission manipulation. A Member may not purchase or assign BVP of AIM products, either directly or indirectly by placing orders or purchasing

product from another AIM Member or AIM Customer (regardless of who ends up with the product), in an attempt to qualify themselves or another Member for title promotions, contest incentives, rewards or recognition. However, a Member may pay the membership, renewal or reinstatement fee for another Member. A Member may build up inventory for a show or event as long as they can provide evidence of the show/event upon request. AIM regularly audits title promotions and contest results to identify instances of bonus buying and reserves the right to investigate and determine if bonus buying or BVP placement has occurred.

6. **Stacking Prohibited:** The practice of "stacking" is strictly prohibited and will result in immediate termination. Stacking refers to creating memberships or customer accounts in a way that deprives another Member of commissions they are rightfully owed. This includes setting up corporate entities solely to collect additional commissions from product orders, or creating more than one account per person. AIM Members and Customers in a household must be at least 18 years old, and only one account per married couple is allowed. The Company reserves the right in its sole discretion to investigate and determine whether stacking has occurred.
7. **Misrepresentation of Claims:** Public and private consumer protection agencies do not put their seal of approval on compensation plans of direct selling or network marketing organizations. Accordingly, the Member shall be subject to immediate termination for making any representation that the income plan set out in this Agreement or any other aspect of the Company's business has been approved by any state attorney general or any other public or private agency.
8. **Nondiscrimination Policy:** The Company does not discriminate in its acceptance or rejection of applicants because of race, creed, sex, color, or national origin. Applicants must be residents of the United States, Canada, or such other country as the Company, in its sole discretion may approve in writing.
9. **Membership Fees:**
   a) The Member agrees to pay the Company an initial membership fee of $20.00 USD at sign-up (enrollment). This fee is payable with each new membership application or reinstatement.
   b) The Member also agrees to pay an annual membership renewal fee of $20.00 USD (below Director titles) / $150.00 USD (Director titles and above) on or before the Member's annual renewal (expiration) date with the Company. A failure to renew within 30 days of the Member's anniversary (expiration) date will result in the Membership being terminated, and converting automatically to an AIM Customer account.
   c) The Membership receives a free automatic renewal by accumulating the following minimum personal volume (PV) points within the 12 months previous to the annual renewal (expiration) date: For Wholesale Member title, 100 PV points; for Preferred Member, Group Builder and Director or above titles, 600 PV points. Members may also opt to pay the membership fee if they have not accumulated enough points for free renewal.
10. **Termination:** Upon termination of the benefits of membership, the entire downline of the Member will be transferred to the next active upline sponsor. Upon termination, neither the Member nor the Company shall have any further rights or obligations under this Agreement and the Member shall thereafter have no further right to purchase products as a Member or participate in or receive any benefits or compensation under the Member Income Plan.
11. **Sponsorship Changes:** To protect the integrity of the Member Income Plan and safeguard the hard work of all Members, the Company strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Member and the Member Income Plan.
   a) A Member may change their sponsor within 30 days of their membership activation (effective) date. After this period, a change in sponsor is not allowed.
   b) A change in sponsor more than 30 days after the membership activation date requires a written request from the Member to cancel their membership. Ninety (90) days following membership cancellation, the membership may be reinstated with a new sponsor. Any commissionable title achieved and/or downline accrued prior to membership cancellation is forfeited.
   c) Sponsorship corrections will be made whenever it is a Company error or when it is evident that a mistake has been made on the original application. Points and commissions will be adjusted when necessary. When commissions need to be adjusted, the correction will appear on the commission statement for the following business month.
12. **Membership Transfers:** Although the Member is an independent contractor, the sale, transfer, or assignment of a membership is subject to certain limitations. If the Member wishes to sell, transfer, or assign his/her membership, the following criteria must be met:
   a) The potential buyer or transferee must be of equivalent title to the selling Member or have been a qualified AIM Member for at least a one-year period prior to the sale. The buyer or transferee must terminate his/her qualified membership simultaneously with the purchase, transfer or assignment of any interest in the new membership. The purchasing Member must submit in writing to the Company his/her request to terminate his/her existing membership, and must state that he/she is terminating the membership in order to purchase another membership.
   b) Before the sale, transfer or assignment can be finalized and approved by the Company, the selling Member must satisfy any debt obligations with the Company.
   c) The selling Member must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign the membership.
   d) Either the buying or the selling Member must pay a $35.00 USD administration fee.
   e) The selling Member must notify AIM Customer Service of his/her intent to sell his/her membership. No changes in the line of sponsorship can result from the sale or transfer of a membership.
13. **Joint Membership:**
   a) Joint memberships (or co-applicants) must submit written notice signed by both parties for any changes that occur to the membership, including but not limited to, change of membership name, change of tax identification number or social security number, and adding or deleting an applicant from the membership.
   b) If co-applicants in a joint membership divorce or wish to dissolve the partnership, the Company must receive a written notice signed by both parties, a certified copy of a divorce decree, or a court order which specifies how future commission checks and bonuses should be paid.
   c) After such divorce or dissolution is finalized, the party that is removed from the membership may apply for a new membership under the sponsor of their choice.

ORDERS AND RETURNS

1. **Ordering and Payment:** Members may purchase product from the Company
   a) by phone,
   b) by Internet,
   c) by fax, and
   d) by mail.

   Payment methods for phone, Internet and fax orders are MasterCard, VISA and Discover (in the United States only), and automatic check transfer. Payment methods for mail orders include those listed above, personal check and money order. The Company reserves the right to convert paper checks received for payment into safe, efficient electronic transactions processed through an Automated Clearing House (ACH) network. AIM reserves the right to refuse an order based on a declined credit card authorization or negative history with processing personal checks or check transfers.

POLICIES AND PROCEDURES

2. **Member Responsibility:** The Member is responsible for any and all order activity and payments on the membership account, including Internet activity. Any activity or payment dispute could result in interruption of the Member account until resolved.
3. **Problems with Misshipped Product or Lost Order:** If the Member receives Company products that the Member did not order or if the Member does not receive an order within 10 business days, the Member should call AIM Customer Service.
4. **Product Return Authorization:** Prior to returning product to the Company for refund or exchange, a Return Authorization Number must be obtained.
5. **Product Return Policy:** Company product purchased and returned in the same business month may be returned to the Company for a full refund or exchanged for a product of equal BVP value. Product purchased and returned in different business months may be returned to the Company for a refund, less commissions paid, or exchanged (within 30 days of purchase of original product) for a product of equal value. A Return Authorization Number must accompany returned product. To obtain a Return Authorization Number, contact AIM Customer Service.
6. **Member Exchange of Product:** An exchange occurs when a product is returned to the Company and exchanged for a product of equal BVP value. Exchanges must be made within 30 days of purchase. See #5 for return of product procedures.
7. **Damaged Merchandise:** Product damaged in shipment from AIM will be replaced provided proper claim procedure is followed. Claims must be filed within 3 days of receipt of orders. See #5 for return of product procedures.
8. **Discontinued Products Policy:** To receive a refund or exchange on any product that has been discontinued, said product must be returned to the Company within 90 days of notification from the Company that the product will no longer be available. See #5 for return of product procedures.
9. **Retail Consumer Money-Back Guarantee of Product Sold:** Company products sold by Members are sold to consumers with a 100 percent money-back guarantee. If the consumer is dissatisfied with the Company product for any reason, the Member shall refund the full purchase price. The Company will provide the Member with a postage-paid merchandise return label whereby the Member can return unused product. Once the unused portion is received by the Company, the Member will be given replacement product. Refunds pursuant to the guarantee are limited to one bottle of product per retail purchaser. A Return Authorization Number will be given for the replacement of product to the Member according to #5 listed above.
10. **Restrictions on Return of Bulk Purchases:** The return policy applies to purchases for personal consumption. It does not provide for return of bulk orders made for non-compliant purposes. In cases where bulk orders are made for non-compliant purposes (as determined by AIM in its discretion), sales are final. Some examples of non-compliant purchases that render a sale final are purchases to obtain a title, contest rewards, bonuses, or purchases for resale through an online retailer (e.g. Amazon or eBay).
11. **Repurchase Policy for Terminated Members:** Upon termination of a membership, the Company will repurchase on reasonable commercial terms currently marketable inventory within 12 months from the Member's date of purchase at not less than 90 percent of the Member's net costs less appropriate set-off and legal claims, if any. Products shall not be considered "currently marketable" if past its expiration date or if disclosed prior to purchase as seasonal, discontinued or special promotion products. Any monies due to the Company or Member commissions paid out on returned products to the terminated Member will be subtracted from the total amount of the refund. Any commissions or contest credits paid to the upline of the terminating Member will be deducted from future commissions or contest credits of upline Members. By returning product under this policy, he/she relinquishes rights to be a Member in the future.
12. **Retail Sales Receipts:** Members shall provide each retail customer with a completed retail sales receipt at the time of sale, and keep copies of the receipts issued for a period of four years after the date of sale. The sales date, Member, customer contact information, product(s) sold and price(s) must all be documented on the receipt. AIM may, at any time, request submission of sales receipts for a stated period in order to verify retail sales.
13. **Product Sales Requirements:** To purchase product, the Member must be prepared to certify upon request by the Company that at least 70 percent of all prior product purchased from the Company has been sold.
14. **Purchase Limitations:** If the Member purchases in excess of 3,000 BVP in any given business month, the Company has the right to require a form for request of waiver from purchase limitations to be completed by the Member. Such a request for a waiver shall set forth such information demonstrating that the Member has the organizational skills and financial resources reasonably necessary to enable the Member to successfully sell the quantity of product that the Member desires to purchase and that the Member understands and is fully responsible for the purchase.

PROMOTION OF COMPANY PRODUCTS AND BUSINESS OPPORTUNITIES

1. **Use of Literature:** The Member agrees to make no oral or written representation about the Company products or income plan that is not contained in current literature supplied by the Company, including but not limited to claims, statements, or representations that AIM products are offered or intended to diagnose, cure, mitigate, treat, or prevent any disease.
2. **Use of Toll-Free Numbers:** The Member may not use AIM toll-free numbers in his/her advertising. The Member is responsible for answering his/her customers' questions about the Company products and income plan.

GENERAL POLICIES AND PROCEDURES

1. **Payment of Commissions:** All payments to U.S. Members are made in U.S. Dollars and must be sent to a U.S. mailing address or deposited into a U.S. bank account. Commission checks are mailed out on or before the 10th day of the month, following the month in which commissions were earned. An accumulation of at least $10.00 in commissions will need to be earned before a commission check will be issued. A $5.00 processing fee will be subtracted from your monthly commission earnings for a printed check and commission statement.
   a) Monthly direct deposits will be sent on the 10th day of each month. If the 10th of the month falls on a holiday or a Saturday or Sunday, direct deposits will be sent the following business day. Commission earnings must accumulate to $1.00 before they will be direct deposited.
   b) Bank/routing numbers for electronic transactions often differ from those for paper transactions. Contact your financial institution to obtain the correct bank/routing number for direct deposits. If the Member supplies the Company with any incorrect or invalid banking information that results in an incomplete or failed direct deposit transaction fee, the amount of the fee will be deducted from the Member's commission earnings.
   c) A pre-note (activation) period is required in the U.S. only on all new direct deposit accounts and on changes to an existing account. New direct deposit accounts and changes to existing direct deposit accounts must be received on or before the last business day of the current month to be effective for the following commission month's deposit.
   d) Termination of a direct deposit account must be completed on or before the last business day of the current month in order to be effective for that commission month's deposit.
   e) The company has the right to remove a Member from direct deposit status for the duration of a tax levy notification issued by the government.

2. **Lost or Stolen Commission Checks:** A replacement commission check can be requested after the 25th day of the month by the Member if a commission check is lost or stolen.
3. **Unclaimed Property:** Members must deposit or cash commission and bonus checks within 180 days of their issuance date. A check that remains un-cashed after 180 days will be voided and a $5 monthly service fee will be deducted until claimed. A $15 fee applies to reissue a check, or free with a direct deposit. These charges will be deducted from the balance owed to the Member.
4. **Returned Bonus and Commissions Checks:** Members are responsible for ensuring AIM has the correct name and address for their commission checks. There is a $10 processing fee for checks returned to AIM for any reason including an incorrect name and/or address. This fee will be collected by making an adjustment to that Member's commissions and/or by charging the credit card(s) on file with AIM.
5. **Reporting of Commission Income:** The Company will comply with all government regulations and agencies regarding the reporting of income paid out to its network of Members.

INTERNET AND ADVERTISING

1. **Internet and Website Discipline:**
   a) AIM may conduct website audits and searches for compliance. AIM reserves the right in its sole discretion to discipline and/or terminate memberships in violation.
   b) AIM will notify Members of required edits to their website content. The Member must make edits within 30 days. If a Member wishes to contest the required edits, they must do so within 15 days of notification of the edits.
   c) Members are responsible for their website and internet advertising and any negative consequences that result from non-compliance with these guidelines.
   d) Members who resign or are terminated must promptly withdraw any AIM-related advertising and AIM intellectual property that they placed on the internet or a website.
2. **Internet and Website:**
   a) Members must identify themselves and clearly state "AIM Member" or "AIM Independent Member" at the top of their website home page.
   b) Members must list their return contact information for product returns (name, address, email and phone) and provide retail customers with a 30-day 100% money back guarantee (see Orders and Returns in the Policies and Procedures).
   c) Members may not use AIM's toll-free numbers on their website.
   d) Members cannot give the impression, whether implied or intentional, that a Member website is the AIM corporate website. Should AIM determine that a Member is representing themselves intentionally or unintentionally as an employee or a corporate entity of AIM, the Member will be asked to make changes immediately to the website.
   e) When selecting a name for a website or email address, Members must use available tools to ensure that individual or company names are not duplicated. This can be performed through an Internet search and/or the www.networksolutions.com website. Please be respectful of the work that fellow AIM Members have put into establishing a unique web identity.
   f) Members may create links between their website and the AIM corporate website. A brief description must be included with the link indicating that it redirects to the official AIM corporate website so that customers are aware that they are leaving the Member website and entering the AIM corporate website.
   g) Members may advertise and sell non-AIM products on the same website. (This does not apply to myaimstore websites, which are controlled by AIM and do not allow for any other products or services of any kind to be sold.) Should the Member's website give the impression that any non-AIM product advertised is an AIM product, the Member will be required to correct this. AIM does not endorse non-AIM products.
   h) A Member who sells both AIM and non-AIM products on a website must ensure that AIM products appear on a separate page from any other brand and/or competitor product of the same variety to avoid confusion as to which products exclusively belong to AIM and to avoid any conflict of interest between AIM and any other brand and/or competitor product.
3. **Intellectual Properties:**
   a) Members are not allowed to use any of AIM's intellectual properties, including the name AIM or The AIM Companies, product names, slogans or any variations thereof in an email address, URL, domain name, or subdomain, team name, tagline, external website name, personal website address or extension, or as a personal name or nickname. Additionally, the wording "AIM Member" or "AIM Independent Member" must accompany any materials used for an AIM business (i.e. voice mail, postcards, flyers, websites, social media, etc.) to clearly separate the Member's AIM business from The AIM Companies corporate.
   b) If a Member wishes to display the AIM logo, it must be the branded 'a' logo and include the words "AIM Member" adjacent to the logo to differentiate the Member from AIM Corporate. The Member name(s) or Membership name must also be identified. Official artwork is available upon request.
   c) All AIM products must be identified properly as trademarked merchandise by using either the ® or the ™ symbol. Contact AIM for a list of registered and common-law trademarks.
   Examples: AIM Just Carrots®; BarleyLife®
   d) Members are not allowed to have a third-party produce items with the AIM logo without prior permission from the company.
   e) Use of any AIM copyrighted or trademarked materials in advertising or on any website must be accompanied by the following page footnote: "This page contains copyrighted materials and/or trademarks of AIM International, Inc. and is reprinted with permission."
4. **Text and Artwork:**
   a) All content of AIM publications relating to text and artwork and including but not limited to product data sheets, magazines, web pages, photos, graphics and logos, etc. are either copyrighted or trademarked materials and may not be used on Member websites unless it clearly states: "All names, information, graphics, logos, etc. related to AIM products and programs are the property of AIM International, Inc. Used with permission."
   b) Members are responsible for keeping their websites and advertising updated with current AIM branding and removing any and all outdated products, information and images.
   c) Upon notice from AIM regarding any change in the promotional materials related to AIM products and programs, Members shall update their websites to reflect the new information within 30 days of notification from AIM.
5. **Advertising:**
   a) Members may not advertise products for less than the wholesale prices published by AIM.
   b) Members may not make income or product claims or guarantees to potential Members or customers.
   c) Members may not make claims about the therapeutic properties of any products offered by the Company except statements contained in official AIM trademarked literature.
   d) In publications and marketing materials, the owner of trademarks must be acknowledged. Members must place a footnote at the bottom of any materials produced that states:
   "AIM products are a trademark of AIM International, Inc."
   e) AIM recommends submitting your print advertising to aimonline@aimintl.com for review and approval.
6. **Product and Disease Claims:**
   a) Members may not make claims about the therapeutic or curative properties of any AIM products except those contained in official AIM trademarked literature.

b) Each Member website must contain a disclaimer that clearly states: "Products of The AIM Companies™ have not been evaluated by the U.S. Food and Drug Administration (FDA) and are not intended to diagnose, treat, cure, or prevent any disease or illness. Individual results may vary." The disclaimer must be large enough to easily read and be in a visible location on the page. A hyperlink to this disclaimer should not be used.

c) Making disease or symptoms of disease claims could result in regulatory involvement leading to an investigation and possible prosecution of those who make such claims. These claims should not reference the product name and not surmise that the product itself will achieve the intended result.

d) The only claims that may be made for AIM programs, services or products are those statements contained in official, current company literature, including but not limited to magazines and product data sheets.

e) Members are advised to recommend to customers who are under a physician's care or who are suffering from a chronic disorder that they first consult with their physician before undertaking any changes in diet or beginning any nutritional program.

f) Structure/function claims are permissible statements made about a specific ingredient contained within a product and its effect on a function of the body. There must be bona fide scientific substantiation to support these types of claims.

g) Personal, positive experiences (testimonies) resulting from the use of AIM products may be shared with others. However, Members may not make therapeutic, medicinal or disease claims about AIM products. What benefits one person may not benefit another. Any testimonials should include the following statement: "Testimonials should not be construed as representing results everybody can achieve."

h) Members are not to include any statements or suggestions on their website that AIM products are reviewed or approved by the FDA or any other state or federal agency.

7. **Disease Claims Dos and Don'ts:** When creating newsletters, advertisements, testimonials, videos, social media posts, etc. Members need to be mindful of disease claims that could violate FDA and/or FTC regulations. The following Dos and Don'ts can help you avoid some common faults.

   a) Do include wide-ranging non-disease symptoms in your testimonials (i.e., "AIM GinkgoSense has improved my absentmindedness.")

   b) Do include healthy functions (i.e., "I have been able to maintain a healthy cardiovascular system since taking AIM BarleyLife.")

   c) Do use product endorsements or recommendations (i.e., "I love AIM Just Carrots.")

   d) Do recommend AIM for support of overall health support (i.e., "I use BarleyLife every day to have a more healthy diet and support my immune system.")

   e) Don't mention a specific disease in your testimonial. (i.e., "AIM GinkgoSense has improved my Alzheimer's symptoms.")

   f) Don't reference an unhealthy state (i.e., "Before using AIM my liver was failing and now I'm healthier than ever.")

   g) Don't recommend replacing a drug or therapy for an AIM product. (i.e., "I replaced my 4 ibuprofen with 4 Frame Essentials and don't have knee pain.")

   h) Don't recommend that an AIM product can improve the function of a drug or therapy. (i.e., "I take ibuprofen daily, but when I added Frame Essentials it helped the ibuprofen work better.")

8. **Income and Business Claims:**

   a) No income/earnings claims or representations (i.e., that the business opportunity will result in immediate, fast, or substantial monetary rewards) may be made regarding the AIM Member Income Plan.

   b) The only claims that may be made for AIM programs, services or products are those contained in official, current company literature. Members may use their personal experience (testimonies). However, the Member must not exaggerate the facts such as time, money, and effort put into building their business. What has been successful for one person may not be successful for another.

9. **Income Claims Dos and Don'ts:** When creating newsletters, advertisements, testimonials, videos, social media posts, etc. Members need to be mindful of business claims that could violate FTC regulations. The following are helpful Dos and Don'ts.

   a) Do use the following terms in a manner that isn't misleading: Flexible schedule, Time flexibility, Supplemental income, Work on your own terms, Part-time income (i.e. "Flexible hours and part-time work from your cell phone or home." "Work alongside your current job to supplement your income.")

   b) Do use endorsements or recommendations of the company's overall products and business (i.e. "We offer not only great products but also an income opportunity and we'd love to have you join us!" "My team and I are part of something so big and it is growing with such momentum…thank you AIM!")

   c) Do use inspirational or motivational messages (i.e. "You are capable of anything you are willing to work for!" "Who needs a little extra money for the holidays? Let's talk!")

   d) Do examine any income claims—whether they're explicit or in the form of a referential storyline—and ask yourself whether they represent the average results for all distributors.

   e) Do have the Company review your AIM income or lifestyle claims prior to publication to ensure they meet FTC guidelines.

   f) Don't make income claims regarding the level of bonuses or income associated with an AIM business without a Company review to ensure they meet FTC guidelines.

   g) Don't use the terms Passive income, Residual income, Replacement income, Financial freedom, Time freedom, Recurring income (or terms of similar meaning).

   h) Don't encourage people to quit jobs or school, take out loans, or incur debt to pursue an AIM business.

   i) On social media, don't re-share, retweet, or "like" items inconsistent with approved guidelines.

   j) Don't imply or claim that the opportunity can help pay for things like groceries, children's activities, medical expenses, car or house payments, or childcare.

   k) Don't use images of wealth (yachts, private jets, luxury cars or homes, etc.) to imply an income that few Members can afford solely through the AIM Opportunity/Income Plan.

10. **Testimonials:** One of the most powerful stories Members can tell is their personal experience with the AIM products or with the AIM business opportunity. However, not all the benefits experienced are appropriate for posting on the Internet. Government agencies establish guidelines and rules of what can and cannot be said. Even an experience verified by a health professional or by other people may not conform to regulatory guidelines. Any testimony on a website is bound by these guidelines.

11. **International:**

    a) All international websites must also follow these guidelines. In addition, Members must abide by the laws that govern the internet and advertising in their country or jurisdiction.

    b) Trademark status varies per country. Contact AIM if you are unsure about the status of a trademark (® or ™) in a specific country.

These policies and procedures will be amended and updated from time to time. A current copy of the AIM Member Agreement and Policies and Procedures is always available on the AIM website or upon request from the Company.

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