

Terms and Conditions

(referenced in and forming part of Customer / Representative Application and Agreement)

1. I understand that this application and agreement becomes provisionally effective on the date signed by the applicant, and subsequently fully effective only when accepted by the company.
2. I understand that all representatives are independent contractors and not agents, employees, or franchisees of the company. I further agree that I will not be treated as an employee with respect to any services or activities that I may be engaged in with respect to the company. I will not be treated as an employee for purposes of the Unemployment Insurance Act, and any pension contributions. I understand and agree to pay all applicable federal and provincial income taxes, goods and services taxes, local taxes, and/or local license fees that may become due as a result of my activities under this agreement.
3. I understand that only authorized representatives may sell the company's products or participate in the commission program.
4. I understand that my remuneration will consist solely of commissions from the sale of the company's products.
5. I understand that I am not required to make any purchase in order to become a representative, nor am I required to maintain an inventory. If I should decide to not continue as a representative, I may submit a written resignation, and return for a refund, any current sales aids or unsold products in re-saleable condition. Such refunds shall be subject to a handling and restocking charge in accordance with the Company's policies and procedures.
6. I understand and agree that the termination of this agreement by either party shall in no way affect any other separate contractual obligations that I may have entered into. Such separate agreements may be, but not limited to leases, rental agreements or similar term agreements. In such an event, I shall be bound by the terms and conditions of the stand alone lease or rental agreement.
7. I hereby agree to represent the Company's compensation plan fairly and completely. I understand that no recruitment fee can be derived from the act of enrolling other representatives and that no earnings are guaranteed from participation in the compensation plan. I agree that I will not make any representations about the actual, potential or expected earnings of any representative in the Company.
8. I further certify that neither the Company nor my enroller has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a representative. I understand and agree that I will make no statements, disclosures, or representations in selling the Company's goods and services or in the enrollment of other prospective representatives other than those contained in approved company literature.
9. I hereby agree not to re-package or re-label the Company's goods or services nor to sell said goods or services under another label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, promoting, describing the company's goods or services, compensation plan, or other programs, any written, recorded, or other materials which have not been approved or provided by the company.
10. In the event that I enroll other representatives, I agree to perform a bona-fide supervisory, educational leadership function with those, and other representatives, in connection with the sale of the Company's goods and services to the ultimate consumer. I also agree to train the representatives that I may enroll in the performance of these functions. I agree to have continuing communication and supervision with my sales organization.
11. I understand and agree that the Company may make modifications to its Policies and Procedures, Compensation Plan, company literature and product prices. I further agree to be bound by such changes upon notification through official company literature and/or the Company's official website.
12. I understand that acceptance of this application does not constitute the sale of a franchise or a distributorship, and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this agreement.
13. I understand and agree that this agreement may not be transferred or otherwise assigned without the prior written consent of the Company.
14. The term of this agreement is one year. I hereby authorize the automatic renewal of this agreement, on the annual anniversary date of the acceptance of this application and agree to pay \$26.75 (GST included) by electronic funds transfer.
15. I understand and agree that either party of this agreement may terminate this agreement, regardless of reason, by giving notice to the other party in writing. This agreement shall be binding upon the successors and assigns of both parties. This application and agreement is governed by the laws of the province of Saskatchewan, Canada.
16. I understand that federal or provincial agencies do not approve or endorse direct marketing programs. Therefore, I agree that I will not represent that the Company, its products, or program have been approved or endorsed by any governmental agency.
17. I understand and agree that this application and agreement, with its terms and conditions, including the Company's Policies and Procedures, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto and I agree to abide by and be bound by the terms contained therein.