



**4Life®  
Policies &  
Procedures**

(Effective April 15, 2021)

**4Life®  
政策與程序**

(2021 年 4 月 15 日生效)

**HONG KONG**



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## 1. Introduction

1.1. Policies Incorporated into Affiliate Application and Agreement. These Policies and Procedures ("Policies"), in their present form and as amended at the sole discretion of **4LIFE RESEARCH HONG KONG LIMITED** (hereafter "4Life" or the "Company"), are incorporated into, and form an integral part of, the 4Life Affiliate Application and Agreement (hereafter "Affiliate Agreement"). Throughout these Policies, when the term "Agreement" is used, it collectively refers to the 4Life Affiliate Agreement, these Policies, and the Life Rewards Plan. These documents are incorporated by reference into the Affiliate Agreement (all in their current form and as amended by 4Life). It is the responsibility of each Affiliate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new Affiliate, it is the responsibility of the sponsoring Affiliate to ensure that the applicant has access to the most current version of these Policies prior to or at the time the applicant executes the Affiliate Agreement. Capitalized terms throughout these Policies are fully defined at the end of these Policies, alphabetically under "Glossary of Terms."

1.2. Purpose of Policies. 4Life Affiliates are required to comply with all the Terms and Conditions set forth in the Agreement which 4Life may amend at its sole discretion from time to time, as well as all federal and state laws governing their 4Life business and their conduct. Because Affiliates may be unfamiliar with many of these standards of practice, it is very important that each Affiliate read and abide by the Agreement. The information in these Policies should be reviewed carefully. They explain and govern the relationship between an Affiliate and the Company.

1.3. Changes to the Affiliate Agreement, Policies, Life Rewards Plan and Product Price List. 4Life reserves the right to amend the Agreement and the prices in its Product Price List in its sole and absolute discretion. By signing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that 4Life elects to make. Notification of amendments shall appear in Official 4Life Materials. Price changes are not subject to prior notice and shall be effective upon publication in Official 4Life Materials, including but not limited to, posting on 4life.com, email distribution, publication in 4Life's newsletter, product inserts, price sheets, or any other commercially reasonable method. The continuation of an Affiliate's 4Life business or an Affiliate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

## 1. 序言

1.1. 會員申請及協議涵蓋的政策。本政策與程序（以下稱「政策」）以期現有形式及 **4LIFE RESEARCH HONG KONG LIMITED**（以下稱「4Life」或「公司」）自行決定修改的內容併入 4Life 會員申請書及協議（以下稱「會員協議」）並構成其不可分割之部分。在這些政策中，「協議」統稱代表 4Life 會員協議、此等政策，以及 4Life 終身回饋計劃。這些文件均被作為參考納入 4Life 會員協議（包括所有其現有形式和 4Life 的修訂）。每位會員均有責任閱讀、理解、遵守並確保自身知道最新的政策，並根據其規定經營。當推薦新會員時，推薦之會員有責任在申請人簽署其會員協議前確保其可取得最新的政策。政策中所有的名詞解釋皆已詳列於此政策最後「名詞解釋表」當中。

1.2. 政策目的。4Life 會員必須遵守 4Life 可自行決定隨時更改的協議中所有條款與條件，並遵守管理其 4Life 業務及行為的所有應適用之聯邦與州法律與條例。由於會員可能不熟悉其中一些執業準則，所以各會員對本協議之閱讀與遵守十分重要。請詳細閱讀本政策中的資訊。它解釋並規範會員與公司之間的關係。

1.3. 會員協議、政策、4Life 終身回饋計劃、產品價目表的更改。4Life 保留自行決定更改協議及其產品價目表的權利。透過簽署會員協議，會員即同意遵守 4Life 選擇做出的所有修訂與更改。修訂通知將出現於 4Life 正式資料中。價格變動恕不另行通知，並應在 4Life 正式資料中公佈起生效，公佈方式包括但不限於在 4life.com 上張貼，透過電郵散發，在 4Life 簡訊中公佈，以產品插頁、價格表或任何其他合理的商業方式公佈。會員繼續參加 4Life 業務或會員接受公司的花紅與佣金，即代表認可任何與全部修訂。

1.4. Delays. 4Life shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impractical due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, war, fire, flood, death, pandemic, curtailment of a party's source of supply, or government decrees or orders.

1.5. Policies and Provisions Severable. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6. Titles Not Substantive. The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the Agreement.

1.7. Waiver. Neither party gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of either party to exercise any right or power under the Agreement or to insist upon strict compliance by the other party with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the party's right to demand exact compliance with the Agreement. Waiver can be effectuated only in writing by an authorized officer or representative of either party. A party's waiver of any particular breach by the other party shall not affect or impair the party's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Affiliate, nor shall any delay or omission by a party to exercise any right arising from a breach affect or impair 4Life's rights as to that or any subsequent breach.

The existence of any claim or cause of action by a party against the other party shall not constitute a defense to the party's enforcement of any term or provision of the Agreement.

## 2. Becoming an Affiliate

2.1. Requirements to Become an Affiliate. To become an Affiliate, each applicant must:

- Have previously enrolled as a Preferred Customer, and subsequently recruited a Preferred Customer;
- Be at least 18 years of age;
- Reside in Hong Kong or other countries which are supported by the United States 4Life office;

1.4. 延誤。若由於超過 4Life 合理控制的情況而無法實施商業行為，4Life 將不對其履行義務的延誤或無法履行義務而承擔責任。這包括但不限於罷工、勞工爭議、暴動、戰爭、火災、水災、死亡、全球流行病、一方的供應來源減少，或政府的法令或命令。

1.5. 政策與條款效力的各自性。若協議中的任何條款，無論以現有形式還是經過修訂，由於任何原因而無效或無法執行，則只有該條款的無效部分失效，其餘條件與條款仍然保留其全部效力與效果，並在解釋時視同協議從未包括該失效或無法執行的條款。

1.6. 標題不具實意。本協議的標題與題目僅供參考，不構成且不能被解釋為本協議的實際條款。

1.7. 棄權。雙方沒有任何一方放棄堅持遵守協議及有關業務經營監管之適用法律的權利。任何一方的不行使協議規定的任何權利或權力，或不堅持另一方遵守協議的任何義務或規定，及雙方習慣或行為與協議之條款不一致的，均不構成該方放棄要求對方完全準確遵守協議的權利。一方對權利的放棄只有該方授權主管或代表書面簽署後方可作準生效。一方對另一方之某項違約行為放棄追究並不影響或損害前者追究後者任何日後之違約行為的權利，亦不會對任何其他會員的權利或義務構成任何形式影響。一方的延遲或忽略行使因違約行為而產生的任何權利，亦不會影響或損害 4Life 追究該違約行為或任何日後之違約行為的權利。

一方對另一方的任何索賠或起訴事由之存在，均不應構成對後者執行協議中任何條件或條款的阻礙。

## 2. 成為會員

2.1. 成為會員的條件。要成為會員，每位申請人必須：

- 先入會作為優惠客戶，且後續招募優惠客戶；
- 至少年滿 18 歲；
- 居住在 Hong Kong 或美國 4Life 辦公室支持的其他國家；





<ul style="list-style-type: none"><li>• Have a valid country identification card and number; and</li><li>• Submit a properly completed and signed Affiliate Agreement to 4Life (the Company reserves the right to reject any applications for new Affiliate Accounts).</li></ul> <p>2.2. <b>New Affiliate Registration.</b> A new Affiliate must first enroll as a Preferred Customer. The Preferred Customer will then have the opportunity to become an Affiliate when he or she enrolls another Preferred Customer. Upon becoming an Affiliate, the 4Life Identification Number will remain the same. In order to complete Affiliate registration:</p> <ul style="list-style-type: none"><li>• Company must receive the executed Affiliate Agreement within ninety (90) days. If the executed Affiliate Application is not received by the Company within ninety (90) days, the Affiliate's status will revert to that of a Preferred Customer and any Downline will roll up to his or her Sponsor.</li><li>• If by facsimile, email, or mail, a new Affiliate shall fax, email, or mail the Affiliate Application to 4Life's Customer Service Department.</li><li>• If online, a new Affiliate shall complete the online enrollment information and agree to 4Life's e-sign conditions (which e-signature shall be deemed an original signature).</li></ul> <p>2.3. <b>Affiliate Benefits.</b> Once an Affiliate Agreement has been accepted by 4Life, the benefits of the Life Rewards Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:</p> <ul style="list-style-type: none"><li>• Purchase 4Life products at a 25% discount from the Retail Price;</li><li>• Sell 4Life products to Retail Customers, and profit from these sales;</li><li>• Participate in the Life Rewards Plan (receive bonuses and commissions, if eligible);</li><li>• Sponsor other individuals as Preferred Customers or Affiliates and thereby build a Marketing Organization and progress through the Life Rewards Plan;</li><li>• Receive periodic 4Life literature and other 4Life communications;</li><li>• Subscribe to a MyShop account to facilitate the easiest online enrollment and buying experience for his or her customers;</li><li>• Participate in 4Life-sponsored support service training, and motivational and recognition functions upon payment of appropriate charges, if applicable; and</li><li>• Participate in promotional and incentive contests and programs sponsored by 4Life for its Affiliates.</li></ul> <p>2.4. <b>Subscription Fee.</b> The term of this Agreement is one year from the date of enrollment as an Affiliate. There is a minimal subscription fee as determined by the Company which is due on each anniversary date. The subscription fee will be deducted from the Affiliate's bonus earnings on the annual anniversary month of the Agreement, or at such a point as the Affiliate's earnings are sufficient to cover the subscription fee.</p>	<ul style="list-style-type: none"><li>• 擁有有效的國家身分證與號碼；及</li><li>• 4Life 提交填寫正確，且已簽署之會員協議（公司保留拒絕任何新會員帳戶申請的權利）。</li></ul> <p>2.2. <b>新會員登記。</b>新會員必須首先入會作為優惠客戶。然後，當優惠客戶推薦另一名優惠客戶時，才可成為會員的機會。成為會員後 4Life 識別號碼將保持不變。完成會員登記必須：</p> <ul style="list-style-type: none"><li>• 公司必須在九十（90）天內收到已簽署的會員協議。若公司在九十（90）天內未收到已簽名的會員申請，則該會員狀態將恢復為優惠客戶狀態，任何下線都將匯總至其推薦會員。</li><li>• 若透過傳真、電郵或郵寄方式，新的會員應將其會員申請表傳真、e-mail 或寄送至 4Life 客服部門。</li><li>• 若於網上辦理，則新會員必須完成網上入會資訊並同意 4Life 的電子簽名條件（該電子簽名將被視為原始簽名）。</li></ul> <p>2.3. <b>會員利益。</b>當 4Life 接受會員入會申請書後，該會員即可獲得 4Life 終身回饋計劃及會員協議的利益。這些利益包括下述權利：</p> <ul style="list-style-type: none"><li>• 以零售價 25% 的折扣購買 4Life 產品；</li><li>• 向零售客戶銷售 4Life 產品，並從這些銷售中獲取利潤；</li><li>• 參加 4 Life 終身回饋計劃（若符合條件，可獲得花紅與佣金）；</li><li>• 推薦其他個人成為優惠客戶或會員，並因此建立市場推廣組織而在 4Life 終身回饋計劃中升級；</li><li>• 定期收到 4Life 刊物和其他 4Life 交流資訊；</li><li>• 訂閱 MyShop 帳戶，以為其客戶提供最簡易的網上登記與購買體驗；</li><li>• 在合於條件之情況下，以適當費用參加 4Life 主辦的輔助服務訓練、激勵與表揚獎勵活動；及</li><li>• 參加 4Life 為其會員主辦的獎勵和激勵競賽和計劃。</li></ul> <p>2.4. <b>訂閱費用。</b>本協議有效期為入會作為會員之日起一年。最低訂閱費用將由公司認定，並在每個週年期滿之日繳納。訂閱費將自協議年度週年期滿之月，由會員花紅收入中扣除，或在會員收入足以支付訂閱費時扣除。為了確保會員遵循公司政策的精神及條件，並確保會員符合 4Life</p>
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In order to ensure that an Affiliate is following the “spirit” as well as the “letter” of Company Policies and that the Affiliate is operating his/her Affiliate Account in an ethical manner consistent with the image and character of 4Life, all renewals are subject to acceptance by the Company. Failure to renew shall result in the cancellation of the Agreement.

### 3. Operating a 4Life Business

3.1. Marketing and Training Systems. Affiliates shall describe the Life Rewards Plan as set forth in Official 4Life Materials. Affiliates shall not offer the 4Life opportunity through, or in combination with, any marketing or training system, program, or method of marketing that is inconsistent with Official 4Life Materials. Affiliates shall not require, recommend or encourage other current or prospective Retail Customers, Preferred Customers or Affiliates to execute any agreement or contract other than official 4Life agreements and contracts in order to become an Affiliate.

Similarly, Affiliates shall not require or encourage other current or prospective Retail Customers, Preferred Customers or Affiliates to make any purchase from, or payment to, any individual or entity to participate in the Life Rewards Plan other than those purchases or payments identified as recommended or required in Official 4Life Materials.

3.2. Advertising. All Affiliates shall safeguard and promote the good reputation of 4Life and its products. The marketing and promotion of 4Life, the 4Life opportunity, the Life Rewards Plan, and 4Life products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. 4Life specifically prohibits the use of mass unsolicited telephone autodialing, faxing, email (“spam”), and “boiler-room” telemarketing operations.

To promote both the products and the opportunity 4Life offers, Affiliates must use only the sales aids and support materials produced by 4Life or those which have been submitted to 4Life and approved by the Company in writing. Any changes to the material after written approval has been issued shall require that the revised material be re-submitted to 4Life and receive separate written approval before it can be used. If an Affiliate submits material to 4Life for approval, the request shall be deemed denied unless the Affiliate receives specific written approval. Affiliates receiving written approval for sales aids and support materials they produce may provide such materials to other Affiliates for use. **4Life may revoke its authorization for use of Affiliate-produced materials at its discretion, and Affiliates waive any and all claims and causes of action against 4Life for such revocation.**

形象與特色，以道德方式執行其會員事業，所有續約均須經公司同意。未能續約將導致協議之取消。

### 3. 經營 4Life 業務

3.1. 市場推廣與訓練系統。會員必須遵守 4Life 正式文件所述之 4Life 終身回饋計劃的條款。會員不應透過或結合任何其他系統、計劃，或除 4Life 正式文件明確說明之外的市場推廣方法，提供 4Life 機會。會員不應要求、建議或鼓勵其他現有或預期的零售客戶、優惠客戶或會員簽署任何非 4Life 正式協議的任何協議，以成為會員。

同樣，會員不應要求或鼓勵其他現有或預期的零售客戶、優惠客戶或會員，向任何個人或其他實體進行除 4Life 正式文件推薦或要求的購買、付款之外的任何行為，以參加 4Life 終身回饋計劃。

3.2. 廣告。所有會員都應維護並宣傳 4Life 及其產品的良好聲譽。對 4Life、4Life 機會、4Life 終身回饋計劃，以及 4Life 產品的市場推廣與宣傳，應當符合公眾的利益，且必須避免任何無禮、欺詐、誤導、不道德或淫穢的行為或做法。4Life 明確禁止使用大規模電話自動撥號、傳真、電郵（「垃圾郵件」）和電話銷售方式。

為宣傳 4Life 提供的產品與機會，會員必須使用 4Life 製作的銷售輔助資料與支援材料，或是經呈交給 4Life 並由公司書面核准的材料。經書面核准後，任何對材料所進行的更改必須在修改後，將材料重新呈交給 4Life，並在獲得單獨的書面核准後，方可正式使用。當會員向 4Life 呈交材料申請核准時，除非會員收到明確的書面核准，否則該申請應被視為拒絕。獲得書面核准的會員得向其他會員提供此等銷售輔助及支援材料，供其使用。**4Life 得酌情撤銷對會員自行製作材料的使用授權，且會員放棄對 4Life 進行任何和所有關於該撤銷的索賠及訴訟行為。**

### Online Advertising, Marketing, and Promotion

It is the Affiliate's obligation to ensure his or her online marketing activities comply with these Policies, are truthful, are not deceptive and do not mislead potential Retail Customers, Preferred Customers, potential Affiliates, or Affiliates in any way. Websites and web promotion activities (which include, but are not limited to, Social Media sites) and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This includes, but is not limited to, spam linking (or blog spam), unethical, or misleading search engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a pay-per-click campaign appear to route to an official 4Life corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases.

### MyShop

The term MyShop refers to the MyShop account offered by 4Life. MyShop accounts facilitate the easiest online enrollment and buying experience.

Because a MyShop website resides on the 4life.com domain, 4Life reserves the right to receive analytics and information regarding the usage of that website.

By default, MyShop website URLs are [www.4life.com/<Affiliate's 4Life ID #>](http://www.4life.com/<Affiliate's 4Life ID #>). Upon approval from 4Life's Compliance Department, this default ID may be changed; however, the change cannot:

- a) Be confused with other portions of the 4Life corporate website;
- b) Confuse a reasonable person into thinking they have landed on a 4Life corporate page;
- c) Be confused with any 4Life team name;
- d) Contain words that imply product or income claims, or any discourteous, misleading, or off-color language that distracts from 4Life's image.

4Life reserves the right to approve all MyShop website information.

### External Websites Approved by 4Life

The term External Website refers to an Affiliate's own personal website, or other web presence that is used for an Affiliate's 4Life business, but which is not hosted on 4Life's servers and has no official affiliation with 4Life. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes 4Life products and/or the 4Life opportunity is considered an External Website. An Affiliate is allowed to have an External Website to personalize his or her 4Life business and promote the 4Life opportunity, but said External Website must be approved by 4Life. If an Affiliate wishes to develop an External Website, he/she must do so as follows:

### 網上廣告、市場推廣與促銷

會員有義務確保其網上式市場推廣活動符合此間政策，且其內容真實，不具欺騙意味且不會以任何方式誤導潛在的零售客戶、優惠客戶、潛在的會員或現有會員。絕對禁止使用網站及網上促銷活動（包括但不限於社交媒體網站）及策略，以任何意圖進行誤導或欺騙。以上所述包括但不限於垃圾連結（或網誌垃圾郵件）、不道德或具有誤導性的搜尋引擎優化（SEO）策略、誤導性按一下廣告（例如，使按次按一下付費廣告系列的顯示網址看起來似乎要前往 4Life 公司的官方網站，但實際到其他地方）、未經核准的橫幅廣告，以及未經授權的新聞稿。

### MyShop

MyShop 一詞係指 4Life 提供之 MyShop 帳戶。MyShop 帳戶可使網上入會與購買體驗變得最輕鬆。

由於 MyShop 網站位於 4life.com 網域上，因此 4Life 保留接收有關該網站使用情況之分析與資訊的權利。

預設情況下，MyShop 網站網址為 [www.4life.com/<會員 4Life ID 號碼>](http://www.4life.com/<會員 4Life ID 號碼>)。經 4Life 的合規部門核准後，此預設 ID 可進行變更；惟該變更不得：

- a) 與 4Life 公司網站的其他部分混淆；
- b) 使人合理以為其進入了 4Life 公司頁面；
- c) 與任何 4Life 團隊名稱混淆；
- d) 包含暗示產品或收入聲明之字詞，或任何不利於 4Life 形象的無禮、誤導性或不當言論。

4Life 保留核准所有 MyShop 網站資訊的權利。

### 4Life 核准之外部網站

本協議所稱之「外部網站」係指會員自身個人網站或以會員的 4Life 業務為目的之其他網站，但該等網站並非架設於 4Life 的伺服器，且與 4Life 無正式關聯。除傳統網站外，於網誌平台上經營的網誌或網站，宣傳 4Life 產品和/或 4Life 的機會，皆被視為外部網站。會員可外部網站來個性化其 4Life 業務並促進 4Life 機會，但該外部網站必須經過 4Life 核准。若會員希望開發外部網站，則其必須：



- a) Submit an executed External Website Sales Agreement to 4Life's Compliance Department at [compliance@4life.com](mailto:compliance@4life.com), and receive 4Life's approval in advance of being available for public viewing;
- b) Submit the content of the External Website to 4Life for approval in advance of being available for public viewing. 4Life reserves the right to disapprove of any External Website, and the Affiliate waives all claims against 4Life should such authorization be rescinded;
- c) Adhere to the branding and image usage policies described in these Policies;
- d) Agree to modify the External Website to comply with current and future Policies;
- e) Agree to terminate the External Website upon Cancellation of the Affiliate's Affiliate Agreement.

#### External Website Content

The Affiliate is solely responsible and liable for his or her own website content, messaging, claims, and information and must ensure the External Website appropriately represents and enhances the 4Life brand and adheres to these Policies. Additionally, the website must not contain popup ads or malicious code. Decisions and corrective actions in this area are at 4Life's sole discretion. The Affiliate is solely responsible to ensure that no content appears on his or her External Website that constitutes the intellectual property of a third party. Should an action be brought against 4Life for any content on an Affiliate's External Website, the Affiliate agrees to indemnify 4Life for any loss, damage, settlement, judgment, or payment of any kind that 4Life incurs as a result of such action. The Affiliate further agrees to pay all of 4Life's legal fees and expenses associated with such action. The Affiliate agrees that 4Life may deduct any sums from any amounts owed the Affiliate as an offset against payments and expenses. If amounts owed to the Affiliate are not sufficient to cover the payments and expenses, the Affiliate agrees that he or she will make such payments to 4Life with funds from other sources.

#### External Website Must Exclusively Promote 4Life

An Affiliate's External Website must contain only content and information that is exclusive to 4Life. An Affiliate may not advertise other products or opportunities other than 4Life products and the 4Life opportunity.

#### External Website Termination

In the event of the Cancellation of an Affiliate's Affiliate Agreement, an Affiliate is required to remove its External Website from public view within three days. An Affiliate's External Website may be transferred to another Affiliate, subject to 4Life approval, on a case-by-case basis.

#### Team Websites

An Affiliate may use team websites for the purposes of connecting, communicating, training, educating and sharing best practices among team members.

- a) 將已簽名的外部網站銷售協議電郵至 [compliance@4life.com](mailto:compliance@4life.com)，呈交給 4Life 合規部門，並在供公開檢視之前獲得 4Life 核准；
- b) 將外部網站的內容呈交給 4Life，以便在供公開檢視之前獲得核准。4Life 保留不核准任何外部網站的權利，且若該授權被撤銷，會員放棄對 4Life 的所有索賠；
- c) 遵守本政策中所述的品牌與形象使用政策；
- d) 同意修改外部網站以符合現有及未來政策；
- e) 同意在取消會員的會員協議後，終止外部網站。

#### 外部網站內容

會員對自己的網站內容、訊息傳達、主張和資訊負全責，且必須確保外部網站適當地代表和提升 4Life 品牌並遵守本政策。此外，該網站不得包含彈出視窗廣告或惡意編碼。這方面的決定與更正措施由 4Life 全權決定。會員有責任確保其外部網站上無任何構成第三方知識產權的內容。若因會員外部網站上的任何內容而有對 4Life 提起的訴訟，會員同意賠償 4Life 因該等訴訟而造成的任何損失、損害、和解、判決或任何形式的款項。會員並同意支付與此等訴訟相關之 4Life 所有法律費用與開銷。會員同意，4Life 可從未向會員撥款之任何帳款中扣除任何款項，以抵銷該等費用與開銷。若會員未撥款帳款不足以支付該等費用與開銷，則會員同意其將使用其他來源資金向 4Life 支付此類款項。

#### 外部網站必須獨家宣傳 4Life

會員的外部網站僅得包含 4Life 獨家內容與資訊。會員不得宣傳 4Life 產品與 4Life 機會以外的其他產品或機會。

#### 終止外部網站

若會員的會員協議經取消，則會員必須在三天內將其外部網站從公眾視野移除。會員外部網站可根據個別情況轉移給另一會員，惟須獲得 4Life 核准。

#### 團隊網站

會員可使用團隊網站進行聯絡、溝通、訓練、教育及分享團隊成員的最佳做法。

**Domain Names, Email Addresses, and Online Aliases**

An Affiliate is not allowed to use or register for use “4Life” or any of 4Life’s trademarks, product names, or any derivatives, misspellings, or marks that are similar to or which can reasonably be confused with the foregoing, for any Internet domain name, email address, Social Media site, blog site, or online handles or aliases. Additionally, an Affiliate may not use or register domain names, email addresses, Social Media addresses, web or Social Media handles, or names and/or online aliases that could cause confusion, be misleading or deceptive, or which may cause individuals to believe or assume the website or communication is from, or is the property of, 4Life.

**4Life Hotlinks**

When directing readers to the Affiliate’s External Website or an Affiliate’s MyShop website, it must be evident to a reasonable reader, from a combination of the link, and the surrounding context, that the link will be routing to the site of an Affiliate. Attempts to mislead web traffic into believing they are going to a 4Life corporate site, when in fact, they land at an Affiliate’s External Website or an Affiliate’s MyShop website are not allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at 4Life’s sole discretion.

An Affiliate’s External Website may not link to any other site than a MyShop website. An Affiliate may place inbound links to his or her External Website, but sites from which the Affiliate links must not contain any violent, hateful, pornographic, or illegal content or any other content which may damage 4Life’s reputation. Whether content is or may be damaging to 4Life’s reputation shall be in the sole discretion of 4Life.

**Online Classifieds**

An Affiliate may use online classifieds to list, sell or retail specific 4Life products or product bundles. An Affiliate may use online classifieds for prospecting, recruiting, sponsoring and informing the public about the 4Life business. Within the online classified text, the Affiliate must identify himself or herself as a “4Life Independent Affiliate” and provide the content for the classified message to 4Life in advance of use for prior approval. If a link or URL is provided, it must link to the Affiliate’s own MyShop website or the Affiliate’s External Website. The link or URL may not be linked to the MyShop of any other Affiliate or Preferred Customer.

**域名、電郵地址與網上別名**

會員不得使用或登記使用「4Life」或任何 4Life 的商標、產品名稱或任何衍生品、拼寫錯誤，或與前述內容相似或可合理地與前述內容相混淆的標誌、任何網域名、電郵地址、社交媒體網站、網誌網站或網上暱稱或別名。此外，會員不得使用或登記域名、電郵地址、社交媒體地址、網站或社交媒體暱稱，或可能導致混淆、誤導或欺騙的名稱和/或網上別名，或可能導致個人相信或假設網站或通訊來自 4Life 或為其資產。

**4Life 熱門連結**

在將讀者引導至會員外部網站或會員的 MyShop 網站時，必須讓來自瀏覽連結組合以及四周內容的合理讀者清楚地知道該連結將被轉至會員網站。嚴格禁止試圖誤導網上流量，使讀者相信其正在訪問 4Life 公司網站，而實際上卻登陸會員外部網站或會員 MyShop 網站上。4Life 將全權決定哪些內容具有誤導性或何為構成合理讀者之條件。

會員外部網站不得連結到 MyShop 網站以外的任何其他網站。會員可在其外部網站上放置入站連結，但會員連結之網站不得包含任何暴力、仇恨、色情或非法內容或任何其他可能損害 4Life 聲譽的內容。內容是否有損或可能有損 4Life 的聲譽，皆由 4Life 全權決定。

**網上分類廣告**

會員可使用網上分類廣告來列出、銷售或零售特定的 4Life 產品或產品組合。會員可使用網上分類廣告來進行 4Life 業務的開發、招募、贊助及教育大眾。在網上分類廣告文字內，會員必須表明自己是「4Life 獨立會員」，並在使用前向 4Life 提供廣告資訊內容，以便事先獲得核准。若提供連結或網址，則其必須連結到會員自身之 MyShop 網站或會員外部網站。該連結或網址不得連結到任何其他會員或優惠客戶的 MyShop。



### **Online Auction, Online Retailing and e-Commerce Websites**

An Affiliate may not list or sell 4Life products on online auction websites (such as eBay), online retail websites, or e-commerce websites (such as Amazon). Nor may an Affiliate knowingly sell 4Life products to a third party, or otherwise assist a third party, who sells 4Life products on online auction websites, online retail websites, or e-commerce websites.

### **Banner Advertising**

An Affiliate may place banner ads on a third-party website provided the Affiliate uses 4Life-approved templates and images. All banner advertisements must link to the Affiliate's MyShop website or the Affiliate's External Website. An Affiliate may not use blind ads or web pages that make product or income claims that are ultimately associated with 4Life products or the 4Life business opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage 4Life's reputation. Whether content is or may be damaging to 4Life's reputation shall be in the sole discretion of 4Life.

### **Spam Linking**

Spam Linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums. An Affiliate may not engage in spam linking. This includes blog spamming, blog comment spamming, and/or spamdexing. Any comments an Affiliate makes on blogs, forums, guest books, etc., must be unique, informative and relevant.

### **Digital Media Submission (YouTube, iTunes, PhotoBucket, etc.)**

An Affiliate may upload or publish any 4Life-related video, audio or photo content that the Affiliate develops and creates as long as it aligns with 4Life values, contributes to the greater good of the 4Life community, and is in compliance with these Policies. An Affiliate must clearly identify himself or herself as a "4Life Independent Affiliate" in each submission in the content itself and in the content description tag and the Affiliate must comply with all copyright and legal requirements.

### **Sponsored Links / Pay-Per-Click Ads**

Sponsored links or pay-per-click ads are acceptable. The destination URL must be to either an Affiliate's MyShop website or to an Affiliate's External Website. The display URL must also be to either an Affiliate's MyShop website or to an Affiliate's External Website and must not portray any

### **網上拍賣、網上零售與電子商務網站**

會員不得在網上拍賣網站（如 eBay）、網上零售網站或電子商務網站（如亞馬遜）上列出或銷售 4Life 產品，且會員亦不得故意向第三方銷售 4Life 產品，或以其他方式協助第三方在網上拍賣網站、網上零售網站或電子商務網站上銷售 4Life 產品。

### **橫幅廣告**

若會員使用 4Life 核准的範本與圖像，則會員可在第三方網站上投放橫幅廣告。所有橫幅廣告必須連結到會員 MyShop 網站或會員外部網站。會員不得使用盲目廣告或網頁來宣稱最終與 4Life 產品或 4Life 機會相關之產品或收入。不得在任何包含暴力、仇恨、色情、非法內容或任何其他可能損害 4Life 聲譽內容的網站上投放橫幅廣告。內容是否有損或可能有損 4Life 的聲譽，皆由 4Life 全權決定。

### **垃圾連結**

垃圾連結是指多次連續呈交相同或類似的內容到網誌、維基、留言板、網站或其他可公開訪問的網上討論板或論壇。會員不得進行垃圾連結。這包括網誌垃圾資訊，網誌評論垃圾資訊和/或垃圾索引。會員在網誌、論壇、留言板等處發表的任何評論，必須是唯一的、內容詳實且相關的。

### **呈交數碼媒體（YouTube、iTunes、PhotoBucket 等）**

會員可上傳或發佈任何由會員制定與建立的與 4Life 相關的視像、錄音檔或照片內容，惟該等內容需符合 4Life 價值觀，為 4Life 社區之至善做出貢獻，且遵守本政策。會員必須在每次呈交的本身與內容描述標籤中清楚地表明自己為「4Life 獨立會員」，且會員必須遵守所有版權與法律要求。

### **贊助商連結/按一下付費廣告**

可接受使用贊助商連結或按一下付費廣告。目標網址必須導向會員 MyShop 網站或會員外部網站。顯示網址亦必須導向會員 MyShop 網站或會員外部網站，且不得描繪任何可能導致使用者認為其被引導至 4Life 公司網站的網址，或有任何不當或誤導情事。



URL that could lead the user to assume he or she is being led to a 4Life corporate site or be inappropriate or misleading in any way.

### **Social Media**

Social Media may be used by an Affiliate to share information about 4Life. However, an Affiliate who elects to use Social Media must adhere to these Policies in all respects.

Affiliates may offer to sell 4Life products on Social Media sites. Profiles that an Affiliate generates in any social community where 4Life is discussed or mentioned must clearly identify the Affiliate as a “4Life Independent Affiliate,” and when an Affiliate participates in those communities, he or she must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at 4Life’s sole discretion, and the offending Affiliate will be subject to disciplinary action. Banner ads and images used on these sites must be current and must be approved in advance by 4Life. If a link is provided, it must link to the posting Affiliate’s MyShop website or the Affiliate’s External Website.

### **Affiliate Is Responsible for Postings**

An Affiliate is personally responsible for his or her postings and all other online activity that relates to 4Life. Therefore, even if an Affiliate does not own or operate a blog or Social Media site, if an Affiliate posts to any such site that relates to 4Life or which can be traced to 4Life, the Affiliate is responsible for the posting. The Affiliate is also responsible for postings by others that appear on any blog or Social Media site that the Affiliate owns, operates, or controls.

### **Identification as a “4Life Independent Affiliate”**

An Affiliate must disclose his or her full name on all Social Media postings, and conspicuously identify himself or herself as a “4Life Independent Affiliate.” Anonymous postings or use of an alias are prohibited.

### **Sales and Enrollments from Social Media Sites**

Online sales and/or enrollments may only be generated from an Affiliate’s MyShop website or an Affiliate’s External Website.

### **Deceptive Postings**

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the 4Life business opportunity, 4Life products, and/or an Affiliate’s biographical information and credentials.

### **社交媒體**

會員可使用社交媒體分享有關 4Life 之資訊。惟選擇使用社交媒體的會員必須在所有方面遵守本政策。

會員可在社交媒體網站上提出銷售 4Life 產品。會員在任何討論或提及 4Life 的社區中製作的簡介必須清楚地標明會員為「4Life 獨立會員」，且當會員參與此等社群時，必須避免不適當的對話、評論、圖像、視像、錄音、應用程式或任何其他色情、謾罵、歧視或粗俗的內容。4Life 將全權決定何者為不當行為，違規之會員將受到懲罰性制裁。在這些網站上使用的橫幅廣告和圖像必須是最新的，且必須事先得到 4Life 的核准。若有提供連結，則必須連結到張貼會員之 MyShop 網站或其外部網站。

### **會員須對貼文負責**

會員須對其貼文和所有其他與 4Life 有關網上活動擔負個人責任。因此，即使會員不擁有或經營網誌或社交媒體網站，若會員在任何網站上張貼與 4Life 有關的文章，或其可追溯到 4Life，則會員亦須對其貼文負責。會員亦對他人在會員擁有、經營或控制的任何網誌或社交媒體網站上的貼文負責。

### **作為「4Life 獨立會員」之身分**

會員必須在所有的社交媒體的貼文公開自己的全名，並明確表明自己為「4Life 獨立會員」。禁止匿名貼文或使用別名。

### **來自社交媒體網站之銷售和入會人數**

網上銷售和/或入會只能由會員之 MyShop 網站或會員外部網站產生。

### **具欺騙性質的貼文**

禁止虛假、具誤導性或欺騙性的貼文。這包括但不限於與 4Life 機會、4Life 產品和/或會員之個人簡介資訊與認證有關的虛假或欺騙性貼文。

### Use of Third-Party Intellectual Property

If an Affiliate uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Affiliate's responsibility to ensure that he or she has received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the Affiliate must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

### Respecting Privacy

An Affiliate must always respect the privacy of others in postings. An Affiliate must not engage in gossip or advance rumors about any individual, company, or competitive products.

### Professionalism

An Affiliate must ensure that his or her postings are truthful and accurate. This requires that the Affiliate fact-check all material posted online. The Affiliate should also carefully check postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

### Prohibited Postings

An Affiliate may not make any postings, or link to any postings or other material that are:

- a) Sexually explicit, obscene, or pornographic;
- b) Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c) Graphically violent, including any violent video game images;
- d) Solicitous of any unlawful behavior;
- e) Engaged in personal attacks on any individual, group, or entity;
- f) In violation of any intellectual property rights of the Company or any third party.

### Responding to Negative Posts

An Affiliate is prohibited from conversing with others who place a negative post against them, other Affiliates, or 4Life. The Affiliate should report negative posts to 4Life's Compliance Department at [compliance@4life.com](mailto:compliance@4life.com). Responding to such negative posts often simply fuels a discussion with people carrying a grudge who do not hold themselves to the same high standards as 4Life, and therefore damages the reputation and goodwill of 4Life.

### Social Media Sites with Website-like Features

Because some Social Media sites are particularly robust, the distinction between a Social Media site and a website may not be clear-cut. 4Life therefore reserves the sole and

### 第三方知識產權的使用

若會員在任何貼文中使用任何第三方的商標、商業名稱、服務標誌、版權或知識產權，會員有責任確保其已獲得使用此類知識產權之適當授權，並支付適當的授權費。所有第三方知識產權都必須被適當地指稱為第三方資產，且會員必須遵守知識產權所有者對其資產使用的任何限制與條件。

### 尊重私隱

會員在張貼文宣時務必尊重他人的私隱。會員不得散佈或助長有關任何個人、公司或競爭產品的八卦或謠言。

### 專業態度

會員必須確保其貼文之真實性及準確性。此即意味會員必須查證其於網上張貼的所有資訊。會員亦應仔細檢查所張貼的內容是否有拼寫、標點與語法錯誤。禁止使用具有冒犯性質的語言。

### 禁止張貼之內容

會員不得張貼任何符合下列條件之內容，或連結至任何符合以下條件之內容或其他資料：

- a) 具露骨性暗示、淫穢或色情者；
- b) 具攻擊性、謾罵性、仇恨性、威脅性、有害性、誹謗性、中傷性、騷擾性或歧視性（無論是基於種族、民族、信仰、宗教、性別、性取向、身體殘疾或其他原因）者；
- c) 具大量暴力者，包括任何暴力視像遊戲圖片；
- d) 煽動任何非法行為者；
- e) 對任何個人、團體或實體進行人身攻擊者；
- f) 侵犯公司或任何第三方之任何知識產權者。

### 回應負面內容

會員不得與張貼對其自身、其他會員或 4Life 不利內容者進行互動。會員應電郵至 [compliance@4life.com](mailto:compliance@4life.com)，向 4Life 的合規部門報告這類負面貼文。回應此類負面貼文往往只會助長與那些懷有不良立意者之討論，這些人對自己的要求與 4Life 的標準不一樣，可能因此損害 4Life 之聲譽和商譽。

### 具類似網站功能的社交媒體網站

由於某些社交媒體網站特別強大，社交媒體網站與一般網站之間的區別可能並不明顯。4Life 因此保留將某些社交媒





exclusive right to classify certain Social Media sites as websites and require that an Affiliate's use, or desire to use, such sites adheres to the Policies relating to External Websites.

### **Promotion of Other Direct Selling Businesses Through Social Media**

In addition to meeting all other requirements specified in these Policies, should an Affiliate utilize any form of Social Media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Affiliate agrees to each of the following:

- a) To generate sales and/or enroll an Affiliate, a Social Media site must link only to the Affiliate's MyShop website or the Affiliate's External Website.
- b) Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote 4Life products or the 4Life business opportunity may not link to any website, Social Media site, or site of any other nature, other than the Affiliate's MyShop website or the Affiliate's External Website.
- c) During the term of this Agreement and for a period of twelve (12) calendar months thereafter, an Affiliate may not use any Social Media site on which he or she discusses or promotes, or has discussed or promoted, the 4Life business opportunity or 4Life products to directly or indirectly solicit 4Life Affiliates for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the Non-Solicitation Policy in Section 3.18.
- d) If an Affiliate creates a business profile page on any Social Media site that promotes or relates to 4Life, its products, or opportunity, the business profile page must relate exclusively to the Affiliate's 4Life business and 4Life products. If the Affiliate's 4Life business is cancelled for any reason, or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

### **3.3. Participation in 4Life Corporate Marketing Efforts.**

4Life encourages Affiliate participation in the Company's marketing efforts, and Affiliates may submit their marketing ideas to the Company. Likewise, Affiliates are encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as other Affiliates. All submissions to the Company, including those coming by way of verbal participation in Company-sponsored telephone calls, become the property of 4Life.

All Company-sponsored telephone calls and all other marketing materials are copyrighted material owned by 4Life and are intended for Affiliates' individual use. Any rebroadcast, reproduction, or distribution of this copyrighted material for purposes other than building a 4Life business without the express written consent of 4Life is prohibited.

體網站歸類為網站之獨家專屬權利，並要求會員在使用或有意使用此類網站時遵守與外部網站相關之政策。

### **透過社交媒體推廣其他直銷業務**

除了滿足本政策中規定的所有其他要求外，若會員利用任何形式的社交媒體（包括但不限於臉書、Instagram、推特、LinkedIn、YouTube 或 Pinterest），則會員同意下述條件：

- a) 欲產生銷售業績和/或推薦會員，社交媒體網站必須只連結到會員之 MyShop 網站或其外部網站。
- b) 除 Pinterest 與類似的社交媒體網站外，由會員直接或間接經營或控制的、用於討論或推廣 4Life 產品或 4Life 機會之任何社交媒體網站不得連結到任何會員 MyShop 網站或其外部網站以外的任何網站、社交媒體網站或任何其他性質的網站。
- c) 在本協議期間以及其後的十二（12）個日曆月內，會員不得使用任何其討論或推廣，或已討論或推廣 4Life 機會或 4Life 產品之社交媒體網站，以直接或間接招攬 4Life 會員參加其他直接銷售或網上式市場推廣計劃（統稱「直銷業務」）。在此規定之基礎上，會員不得採取任何可合理預期將引起其他會員對該會員其他直銷業務活動進行洽詢之活動。違反此規定將構成違反第 3.18 節之「禁止邀約政策」。
- d) 若會員在任何社交媒體網站上建立了推廣或與 4Life、其產品或機會相關之業務簡介頁面，該業務簡介頁面只得與會員之 4Life 業務與 4Life 產品相關。若會員之 4Life 業務基於任何原因而遭取消，或會員變得不活躍，則會員必須停用該業務簡介頁面。

**3.3. 參加 4Life 的公司市場推廣行為。** 4Life 鼓勵會員參與公司的市場推廣行為，會員可提供其市場推廣觀點予公司。而且，4Life 鼓勵會員參加公司舉辦的所有會議，以便與公司管理層和其他會員交流並分享觀點。向公司呈交的所有資料，包括口頭參與公司主辦的電話會議時的資料，皆為 4Life 的財產。

公司舉辦的所有電話會議及所有其他市場推廣材料都是 4Life 擁有著作權之資料，僅供會員個人使用。未經 4Life 明確書面同意，禁止為建立 4Life 業務以外目的轉播、複製或分發這些具有著作權的資料。

**3.4. Telemarketing Techniques.** The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. Although Affiliates are not “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that an Affiliate’s inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause the Affiliate to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, an Affiliate must not engage in telemarketing in the operation of his or her businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a 4Life product, or to recruit them for the 4Life opportunity. “Cold calls” made to prospective Preferred Customers that promote either 4Life products or the 4Life business opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Preferred Customer (a “prospect”) is permissible under the following situations:

- a) If the Affiliate has an established business relationship with the prospect. An “established business relationship” is a relationship between an Affiliate and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product.
- b) If the prospect has made a personal inquiry or application regarding a product offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.
- c) If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- d) An Affiliate may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom an Affiliate has at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if the Affiliate engages in “card collecting” with everyone he or she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if an Affiliate engages in calling “acquaintances,” he or she must make such calls on an occasional basis only and not make this a routine practice.
- e) An Affiliate shall not use automatic telephone dialing systems or software relative to the operation of his or her 4Life business.
- f) An Affiliate shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the 4Life products or the business opportunity.

**3.4. 電話銷售技巧。**聯邦貿易委員會及聯邦通信委員會都有限制電話銷售行為之法律。兩個聯邦機構（以及許多州）皆將「禁止致電」規定作為電話銷售法律的一部分。雖然會員並非傳統意義上的「電話銷售員」，但這些政府法規對「電話銷售員」及「電話銷售」進行了廣泛定義，因此，會員無意中撥打聯邦「禁止致電」登記表上的電話號碼，可能會導致會員違反法律。此外，因為該等規定之相關處罰嚴格，對該等法規不可掉以輕心。

因此，會員在經營其業務時不得從事電話銷售。「電話銷售」一詞係導向個人或實體撥打單一或多通電話，以誘使他們購買 4Life 產品或招募他們加入 4Life 活動。禁止向潛在優惠客戶撥打推廣 4Life 產品或 4Life 機會的「未知市場電話銷售」。但是，可在符合下列情況情形下，致電給潛在優惠客戶（「準客戶」）：

- a) 會員與該準客戶擁有已建立之業務關係。「已建立之業務關係」係指會員與準客戶之間在經由電話通話誘使準客戶購買產品之日前十八（18）個月內，已經具有準客戶向會員購買、出租或租賃商品或服務，或準客戶與會員之間金融交易為基礎的關係。
- b) 若準客戶在該通話日之前三（3）個月內，對會員提供之產品進行了個人洽詢或申請。
- c) 若會員收到準客戶經簽名的書面許可，授權會員致電。該授權必須指定會員經授權致電的電話號碼。
- d) 會員可致電家庭成員、個人朋友與其他熟人。「熟人」意指在最近三（3）個月內至少與會員具有面對面相處者。請謹記，若會員對其所遇到的每一個人進行「名片收集」，並隨後致電，可能會被聯邦貿易委員會視為不符合上述豁免項目之電話銷售模式。因此，若會員進行致電「熟人」行為，其必須僅偶爾進行，而不應將此視為常規做法。
- e) 會員不得使用與其 4Life 業務相關之自動電話撥號系統或軟體。
- f) 會員不得撥打或啟動外撥電話給任何人，以播放有關 4Life 產品或機會之預先錄製訊息（「預錄電話」）。



3.5. Trademarks and Copyrights. The name of 4Life and other names as may be adopted by 4Life are proprietary trade names, trademarks, and service marks. As such, these marks are of great value to 4Life and are supplied to Affiliates for their use, only in an expressly authorized manner. Affiliates must include the language noted below in any materials wherein they use 4Life's intellectual property in connection with marketing 4Life products or the 4Life business opportunity:

Affiliate's Name  
4Life® Independent Affiliate

Affiliates may list themselves as a "4Life Independent Affiliate" in the white or yellow pages of the telephone directory under their own name. No Affiliate may place telephone directory display ads using 4Life's name or logo. Affiliates may not answer the telephone by saying "4Life," "4Life Research," or in any other manner that would lead the caller to believe that he or she has reached 4Life's Corporate Office. Without specific approval of 4Life, Affiliates may not use "4Life," "4Life Research," or any other trademark owned by Company in any other manner in URLs that would lead a consumer to believe that the URL is a 4Life website. Affiliates may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from 4Life; nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

In accordance with an Affiliate's strict adherence to the foregoing instruction on the use of 4Life trademarks, 4Life grants to each Affiliate, so adhering, a nonexclusive license to use said marks. Said license may be revoked at any time at the discretion of 4Life and will be automatically revoked upon an Affiliate's Cancellation or termination.

3.6. Media and Media Inquiries. Affiliates must not attempt to respond to media inquiries regarding 4Life, its products, or their independent 4Life business. All inquiries by any type of media must be immediately referred to 4Life's Corporate Office.

3.7. Business Entities as Affiliates. When a Business Entity (corporation, partnership, limited liability company or trust) becomes an Affiliate, the Affiliate must submit a Business Entity Information Form along with the appropriate Entity Documents (certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents or other required documents) to 4Life. A 4Life business may change its status under the same Sponsor from an individual to a partnership, corporation, limited liability company, or trust, or from one type of entity to another. To do so, the Affiliate must provide the Entity

3.5. 商標與版權。4Life 的名稱和 4Life 可能採用的其他名稱是專有的商業名稱、商標與服務標誌。因此，這些標誌是 4Life 的寶貴資產，僅在有明確授權之方式下提供給會員使用。會員使用 4Life 知識產權在市場推廣與 4Life 產品或 4Life 機會有關的任何材料時，必須包含下列說明：

會員姓名  
4Life® 獨立會員

會員可在電話簿的廣告中，在自己的名字下將自己列為「4Life 獨立會員」。會員不得使用 4Life 名稱或商標進行電話簿廣告刊登。會員在接聽電話時不能自稱「4Life」、「4Life Research」等，或能夠使致電者認為其致電對象為 4Life 公司總部辦公室的任何其他稱呼。未經 4Life 明確核准，會員不得以任何其他方式在網址中使用「4Life」、「4LifeResearch」或公司擁有的任何其他商標，致使消費者認為該網址為 4Life 網站。未經 4Life 書面許可，會員不得出於銷售或任何其他目的製作公司活動與演講的任何記錄。會員亦不能出於銷售或個人使用目的複製公司製作的任何影音記錄。

有鑑於會員嚴格遵守使用 4Life 商標的上述說明，4Life 允許每位遵守此規定的會員以非獨佔授權的方式使用上述標誌。4Life 可隨時酌情決定撤銷上述許可，且當會員取消或終止直銷權時，上述授權亦將自動撤銷。

3.6. 媒體和媒體詢問。會員不得試圖回覆媒體對 4Life、其產品或其獨立 4Life 業務的詢問。任何媒體進行的所有詢問均必須立即呈報 4Life 公司總部辦公室。

3.7. 作為會員的業務實體。當業務實體（公司、合夥、股份有限公司或信託）成為會員時，會員必須呈交業務實體資訊表以及適當的實體文件（公司執照、組織章程細則、合夥協議、營業許可、信託文件或其他必須文件）至 4Life。4Life 業務可在資助資助者相同的情況下，將其身分由個人變更為合夥、公司、股份有限公司或信託，或由一種實體變更為另一種實體。要這樣做，會員必須向 4Life 提供實體文件。會員申請書必須由所有的股東、合夥人、社員或受託人簽署。業務實體的股東、主管、合夥人、社員、受託人及受益者必須共同與各自承擔對 4Life 之債務或



Documents to 4Life. The Affiliate Application must be signed by all shareholders, partners, members or trustees. Shareholders, officers, partners, members, trustees and beneficiaries of the Business Entity are jointly and severally liable for any indebtedness or other obligation to 4Life. The Entity Documents may be submitted to 4Life through 4Life's Customer Service Department by mail or by email at hongkong@4life.com. An Affiliate that is a Business Entity may change to an individual by contacting 4Life's Customer Service Department by phone or email at hongkong@4life.com.

3.8. Changes to the 4Life Business. An Affiliate must immediately notify 4Life of all changes to the information contained on his or her Affiliate Agreement. Affiliates may modify their existing Affiliate Agreement (i.e., change a tax identification number) by submitting a written request, a properly executed Affiliate Agreement, and appropriate supporting documentation. Changes to the 4Life Business may be communicated to 4Life through 4Life's Customer Service Department by phone or email at hongkong@4life.com. A 4Life business will receive a separate IRS Form 1099.

3.9. Addition and Removal of Co-Applicants. When adding a co-applicant to an existing 4Life business, the Company requires a written request as well as a properly completed Affiliate Agreement containing the applicant's and co-applicant's tax identification numbers and signatures. When removing a co-applicant from an existing 4Life business, the Company requires a written and notarized request from the co-applicant, as well as a properly completed Affiliate Agreement containing only the applicant's tax identification numbers and signature. Documents relating to adding or removing a co-applicant may be submitted to 4Life through 4Life's Customer Service Department by mail, fax, or email at hongkong@4life.com. To prevent the circumvention of the "Sale, Transfer or Assignment of 4Life Business" section (regarding transfers and assignments of 4Life business), the original applicant must remain as a party to the Affiliate Agreement. If the original applicant wants to terminate his or her relationship with the Company, or if the applicant and co-applicant want to change places if they are from the same Family Unit, the applicant must transfer or assign his or her business in accordance with the "Sale, Transfer, or Assignment of 4Life Business" section of these Policies. If this process is not followed, the business shall be cancelled upon the withdrawal of the original Affiliate. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in "Change of Sponsor" section of these Policies.

其他義務。實體文件可透過 4Life 的客服部門，傳真或電郵電郵至 [customerservice@4life.com](mailto:customerservice@4life.com)，呈交給 4Life。作為業務實體的會員可透過電話或電郵至 [customerservice@4life.com](mailto:customerservice@4life.com)，與 4Life 的客服部門聯絡，申請轉換為個人會員。

3.8. 4Life 業務變更。會員必須立即向 4Life 通知其會員申請書與協議中所含資訊的所有變更。會員可透過呈交書面申請、正確簽署的會員協議，以及適當的做好佐證文件，修改其現有的會員協議（例如，變更稅務識別號碼）。4Life 業務的變更可致電或電郵至 hongkong@4life.com，透過 4Life 的客服部門與 4Life 確認。4Life 事業體將收到個別的 IRS 1099 表。

3.9. 增加或移除共同申請人。在現有的 4Life 業務中增加共同申請人時，公司需要書面申請和正確填寫的會員協議書，其中包括申請人和共同申請人的稅務識別號碼與簽名。從現有的 4Life 業務中移除共同申請人時，公司需要共同申請人經公證的書面申請，以及正確填寫的會員協議書，其中僅可包含申請人的稅務識別號碼與簽名。關於增加或移除共同申請人的文件，可透過郵寄、傳真或電郵至 4Life 的客服部門（hongkong@4life.com），呈交給 4Life。為防止「4Life 業務的出售、轉移或轉讓」章節（有關 4Life 業務的轉移與轉讓）中的規避行為，原申請人仍然必須作為會員協議中的一方。若原申請人希望終止其與公司的關係，或來自同一家庭單位的申請人與共同申請人欲轉換位置，則必須根據「4Life 業務的出售、轉移或轉讓」章節，轉移或轉讓其業務。若未遵循此過程，業務將在原始會員退出後取消。請注意，本節範圍內允許的變更不包括更改推薦關係。更改安置人將在本政策「更改安置人」章節中說明。



4Life may, at its discretion, require notarized documents before implementing any changes to a 4Life business. Please allow thirty (30) days after the receipt of the request by 4Life for processing.

**3.10. Management of Affiliate Account.** In the event a decision needs to be made regarding the management of an Affiliate Account, and the Affiliate Account is owned by a Business Entity or by more than one person or party, 4Life will rely upon the following for purposes of managing the Affiliate Account:

- If the Affiliate Account is owned by any form of a Business Entity, 4Life will rely upon the Entity Documents of the Business Entity for management decisions of the Affiliate Account. In the event the Entity Documents are not clear or if the decisions of those designated to make management decisions do not comprise a majority, 4Life will defer management decisions to the individual noted as "Applicant" on the Affiliate Agreement.
- If the Affiliate Account is owned by more than one individual, 4Life will defer to the management decisions of the majority of the individuals. In the event that a majority of the individuals cannot reach agreement regarding the management of the Affiliate Account, 4Life will defer management decisions to the individual noted as "Applicant" on the Affiliate Agreement.

**3.11. Change of Sponsor.** The transfer of a 4Life business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to 4Life's Corporate Office and must include the reason for the transfer. Transfers are generally only considered in one of the following three (3) circumstances:

- Within ten (10) days of the enrollment date, the Affiliate seeking to transfer submits a properly completed "Enroller and Sponsor Transfer Form (Within First Ten Days of Enrollment)" which includes the signature of the Affiliate seeking to transfer, the signature of the original Sponsor, and the signature of the original Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, an Affiliate may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description of why the Affiliate believes his or her enrollment was fraudulently induced.
- Although rarely approved, the Affiliate seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Request Form which includes the written approval of all parties whose income will or may be affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Affiliate signatures must be notarized. Transferring Affiliates must allow thirty (30) days after the receipt of the Sponsorship Transfer Request Form by 4Life for processing and verifying change requests. A transferring Affiliate's Downline shall remain in the original genealogy and shall not be moved with the transferring Affiliate; however, 4Life reserves the right to make Downline genealogy changes at its discretion for reasonable business purposes.

4Life 可自行決定要求在對 4Life 業務進行任何更改之前提供公證文件。請在 4Life 收到申請後靜候三十 (30) 天，以便我們進行處理。

**3.10. 會員帳戶管理。**若需要就會員帳戶的管理做出決定，且會員帳戶由一個業務實體或由一人以上多人/多方擁有，則 4Life 將根據以下原則來管理會員帳戶：

- 若會員帳戶由任何形式的業務實體，則 4Life 將根據業務實體的實體文件來做出會員帳戶的管理決策。若文件不明確或所做出的管理決策無法含括多數，則 4Life 將以會員入會申請書上的「申請人」之個人為決策對象。
- 若會員帳戶由多人擁有，則 4Life 將以大多數人為管理考量。若大多數人無法就會員帳戶的管理達成共識，則 4Life 將以會員協議上的「申請人」之個人為管理決策對象。

**3.11. 更改安置人。**我們很少允許將 4Life 業務更改安置人。更改安置人申請必須以書面形式呈交給 4Life 公司總部辦公室，且必須包括轉移原因。轉移通常須符合以下三 (3) 種情況之一才被加以考慮：

- 在推薦之日起十 (10) 天內，申請轉移的會員呈交一份正確填寫的「推薦人及安置人轉移表 (推薦後十天內)」，其中包括申請轉移的會員的簽名、原安置人的簽名與原推薦人的簽名。
- 若涉及欺詐原因或不道德的資助，會員可申請將其自身及其全部市場推廣組織原封不動地轉移至另一個組織。所有聲稱欺騙性入會做法的轉移申請都將接受個案評估，且必須在入會之日起六十 (60) 天內以書面方式呈交公司。申請必須包括為何會員認為其入會由欺詐引起的詳細說明。
- 儘管很少獲得批准，申請轉移之會員呈交正確填寫並簽署的推薦人轉移表，其中包括將被轉移影響收入的各方的書面核准。不接受影印或傳真的簽名文件。所有會員簽名都必須經過公證。申請轉移的會員必須在 4Life 收到安置人轉移申請表後靜候三十 (30) 天，以便我們處理和確認變更申請。轉移的會員的下線將保持原先的關係，且不隨轉移的會員而變動。但是，4Life 保留以合理的業務目的，自行決定變更下線關係的權利。

**Waiver of Claims.** In cases wherein the appropriate sponsorship change procedures have not been followed, and a Downline organization has been developed under a different Affiliate for any reason, 4Life reserves the sole and exclusive right to determine the final disposition of the Downline organization. Resolving conflicts over the proper placement of a Downline that have developed under an organization that has improperly switched Sponsors is often extremely difficult. Therefore, THE AFFILIATE WAIVES ANY AND ALL CLAIMS AGAINST 4LIFE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM 4LIFE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

**3.12. Cancellation and Re-Application.** An Affiliate with a high rank of Diamond Elite or lower, may change Marketing Organizations by voluntarily canceling his or her 4Life business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of 4Life products for resale, no sales of 4Life products, no sponsoring, no attendance at any 4Life functions, participation in any other form of affiliate activity, or operation of any other 4Life business) for six (6) full calendar months. Following the six-month period of inactivity, the former Affiliate may reenroll as a Preferred Customer under a new Sponsor.

An Affiliate with a high rank of Presidential or higher may change Marketing Organizations by voluntarily canceling his or her 4Life business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of 4Life products for resale, no sales of 4Life products, no sponsoring, no attendance at any 4Life functions, participation in any other form of affiliate activity, or operation of any other 4Life business) for twelve (12) full calendar months. Following the twelve-month period of inactivity, the former Affiliate may reenroll as a Preferred Customer under a new Sponsor.

Any change in sponsorship in accordance with this Policy at any rank is limited to one time in the Affiliate's life. 4Life will not accept an Affiliate Agreement for an Affiliate wishing to change sponsors beyond the first sponsor change made in accordance with this Policy.

**3.13. Indemnification for Unauthorized Claims and Actions.** An Affiliate is fully responsible for all of his or her verbal and/or written statements made regarding 4Life products and the Life Rewards Plan which are not expressly contained in Official 4Life Materials. Affiliates agree to indemnify 4Life and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by 4Life as a result of the Affiliate's

放棄索賠。在適當的安置人轉換過程尚未依指定程序辦理，針對其不同會員基出於任何原因所發展的下線組織，4Life 保有下線組織最終安置的唯一審核決定權。不當變更安置者之組織所發展的下線的適當安置所引發的紛爭是非常難以解決的。因此，會員放棄任何／所有向 4LIFE、其主管、董事、負責人、員工及涉及或肇因於安置者不當變更影響下線組織發展的相關事業代表索賠的權利。

**3.12. 取消與重新申請。**最高階銜為鑽石精英的會員，可依據政策 10.4 自願取消條款自願退出其 4Life 業務並保持不活躍（即不購買 4Life 產品並轉售，不銷售 4Life 產品，不推薦，不出席任何 4Life 活動、參加任何其他形式的會員活動或經營任何其他 4Life 業務）滿六（6）個月，變更市場推廣組織。在不活躍六個月後，上述會員可在新的推薦者名下重新入會作為優惠客戶。

最高階銜為總裁的會員，可依據政策中 10.4 自願取消條款自願退出其 4Life 業務並保持不活躍（即不購買 4Life 產品並轉售，不銷售 4Life 產品，不推薦，不出席任何 4Life 活動、參加任何其他形式的會員活動或經營任何其他 4Life 業務）滿十二（12）個月，變更市場推廣組織。在不活躍十二個月後，上述會員可在新的推薦者名下重新入會作為優惠客戶。

根據政策，任何階銜會員在 4Life 事業期間只能變更一次推薦安置。4Life 不接受會員有意於會員協議中多於一次的推薦安置變更。

**3.13. 未經授權行為導致之索賠與訴訟的補償。**會員對於 4Life 產品和 4Life 終身回饋計劃做出的口頭和/或書面陳述，若係未明確包含在官方 4Life 資料者，會員應負全部責任。會員同意補償 4Life 由於會員未授權的陳述或行為而招致的任何及所有的責任，包括判決、民事處罰、退款、律師費用、法院費用或 4Life 業務損失，並使 4Life 免於承擔上述責任。此條款在取消會員的會員協議後仍然有效。



unauthorized representations or actions. This provision shall survive the Cancellation of an Affiliate's Affiliate Agreement.

3.14. Product Claims. No claims as to any products offered by 4Life may be made except those contained in Official 4Life Materials. In particular, no Affiliate may make any claim that 4Life products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. No Affiliate may use photos or other representations of 4Life products that make implied claims that 4Life products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases.

3.15. Income Claims. In their enthusiasm to enroll prospective Preferred Customers, some Affiliates are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. These income claims or earnings representations may be in the form of lifestyle claims (including photos or other representations that include expensive homes, automobiles, vacations, and/or money). This is counterproductive because new Affiliates may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At 4Life, we firmly believe that the 4Life income potential is great enough to be highly attractive, without reporting the earnings of others.

While Affiliates may believe it beneficial to provide copies of checks or bonus reports, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact 4Life as well as the Affiliate making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Affiliates may not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the 4Life business opportunity or the Life Rewards Plan to a prospective Preferred Customer, may not make income projections or income claims or disclose his or her 4Life income (including the showing of checks, bonus reports, copies of checks or bank statements). Affiliates are encouraged to review the 4Life Income Disclosure Statement on 4life.com.

3.16. Commercial Outlets. 4Life strongly encourages the retailing and selling of its products through person to person contact. Therefore, 4Life products may not be sold in department stores, chain or franchised retail outlets, mass merchandising outlets, or any retail location with two thousand (2,000) square feet or more of retail space. However, the Company recognizes that some Affiliates may

3.14. 產品聲明。除 4Life 正式資料所含內容之外，會員不得對 4Life 提供的任何產品做任何聲明。特別重要的是，會員不得宣稱做出任何有關 4Life 產品有助於治癒、治療、診斷、舒緩或預防任何疾病。這些聲明可能被當成醫療或藥物聲明。會員不得使用 4Life 產品的照片或其他展示，暗示 4Life 的產品可用於治癒、治療、緩解或預防任何疾病。

3.15. 收入聲明。有些會員在積極招募潛在優惠客戶時，偶爾會提出收入聲明或收益說明作為誘因，藉此展現網上式市場推廣具有之威力。這些用來作為收入聲明或收益說明的呈現方式可能是以生活的形態聲明（包括諸如豪宅、房車、旅遊和/或金錢等）。然而，這容易造成反效果。因為新進會員的業績若未如他人規模龐大或迅速，很快便會感到失望。在 4Life，我們堅信 4Life 的收入潛力本身即具備高度吸引力，無須向他人報告收入。

會員亦許認為提供支票影本或花紅報告，或透露自身或他人收入的方法會有所助益；但這些做法可能對 4Life 和做出聲明的會員本身造成具有負面影響的法律後果，除非在做出收入聲明或收益說明的同時，亦進行法律要求的適當披露。因為會員可能未擁有依據法律要求做出收入聲明的必需資料，所以當會員向潛在優惠客戶提出或討論 4Life 機會或終身回饋計劃時，不得做出收入預測、收入聲明或披露其 4Life 收入(包括展示支票、獎金報告或銀行對帳單)。我們鼓勵會員自行瀏覽 4Life.com 上的 4Life 收入揭露聲明」(4Life Income Disclosure Statement)。

3.16. 交易場所。4Life 強烈鼓勵透過人與人接觸來零售和銷售其產品。因此，4Life 產品不得在百貨公司、聯營或專賣零售場所、大型銷售場所或任何具有 2000 平方英尺或更大零售空間的零售場所銷售。但公司認識到，一些會員發現在小型零售場所銷售產品可能有益。會員必須徵得公司書面同意，方可在非連鎖的小型零售商店中銷售 4Life 產





find that selling products from small retail outlets may be beneficial. Affiliates must request written consent from the Company in order to sell 4Life products in small, individually owned retail outlets, and 4Life retains the discretion to restrict its products from being sold in any retail location which it does not deem acceptable.

**3.17. Trade Shows, Expositions, and Other Sales Forums.**

Affiliates may display and/or sell 4Life products at trade shows and professional expositions. Affiliates may not display and/or sell 4Life products at swap meets, garage sales, flea markets or farmer's markets without the prior written consent of the Company. Affiliates may not display and/or sell 4Life products on internet auction sites (such as eBay), online retail websites, or e-commerce websites (such as Amazon). Affiliates may sell 4Life products on their External Website, but only in accordance with Policies 3.2 and 5.2.

**3.18. Conflicts of Interest / Non-solicitation.** Affiliates are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, and for a period of twelve (12) calendar months thereafter, Affiliates shall not recruit other Affiliates or Preferred Customers into any other multilevel or network marketing business. Because network marketing is often conducted over the telephone and via the Internet through networks of individuals spanning internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this Policy shall apply to all countries where 4Life is officially open for business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, an Affiliate or Preferred Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

Affiliates may not display 4Life products with any other non-4Life products. If operating from a physical retail location or an External Website, 4Life products must be displayed separately from non-4Life products. Affiliates may not offer the 4Life business opportunity or products to prospective or existing Preferred Customers or Affiliates in conjunction with any non-4Life program, opportunity or product. Affiliates may not offer any non-4Life opportunity or products at any 4Life-related meeting, seminar, or convention.

**3.19. Trade Secret Information.** All Downline Activity Reports and the information contained therein, and genealogy and activity data and other information contained in an Affiliate's MyShop website back office

品，且 4Life 保留限制其產品在任何其認為不可接受的零售場所銷售的決定權。

**3.17. 商業展覽、博覽會和其他銷售集會。**會員可在商業展覽和專業博覽會中展示和/或銷售 4Life 產品。在獲得公司的事先書面許可前，會員不得在舊貨交換會、現場舊貨出售、跳蚤市場或農家市場展示和/或銷售 4Life 產品。會員不得在網上拍賣網站（例如：eBay）、網上零售網站、或電子商務網站（例如：Amazon）展示或銷售 4Life 產品。會員得在其外部網站銷售 4Life 產品，但應依據本政策第 3.2 條與第 5.2 條規定辦理。

**3.18. 利益衝突/不招攬。**會員可自由地參加其他多層次或網上式市場推廣業務投資或市場推廣機會。但是，在本協議有效期內以及此後的十二（12）個月內，會員不得招募任何其他會員或首選顧客進行其他多層次或網絡市場推廣業務。因為網上式市場推廣經常透過電話或透過由人際網絡建立的網上，在國際範圍內進行，所以針對此不招攬政策的任何地區限制將使其無法執行。因此，此政策將適用於 4Life 正式推展業務的所有國家。「招募」的意思是直接、間接或透過第三方，以任何實際或試圖招攬、招收、鼓勵或努力影響會員或優惠客戶，使其入會或參加另一項多層次市場推廣、網上式市場推廣或直接銷售機會。

會員不得在展示任何其他非 4Life 產品時，同時展示 4Life 產品。在實體零售地點或外部網站運作時，4Life 產品必須與非 4Life 產品分開展示。會員不得在向潛在或現有優惠客戶或會員提供 4Life 機會或產品時，同時提供非 4Life 業務之計劃、機會或產品。會員不得在任何與 4Life 有關的集會、討論會或會議上，提供非 4Life 業務之機會或產品。

**3.19. 商業秘密資訊。**所有「下線活動報表」及其包含的資訊，以及會員的 MyShop 網站後台所包含的下線與活動資料以和其他資訊（「下線活動報表」與會員 MyShop 網

(Downline Activity Reports and data contained in an Affiliate's MyShop website back office, shall be collectively referred to as "Downline Activity Reports"), are confidential and constitute proprietary business trade secrets information belonging to 4Life. Downline Activity Reports are provided to Affiliates in strictest confidence and are made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective Marketing Organizations in the development of their 4Life business. Affiliates should use their Downline Activity Reports to manage, motivate, and train their Downline Affiliates. The Affiliate and 4Life agree that, but for this agreement of confidentiality and nondisclosure, 4Life will not provide Downline Activity Reports to an Affiliate. Accordingly, an Affiliate shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation, limited liability company, or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Use the information in any Downline Activity Report to compete with 4Life;
- Use a terminated Affiliate's information to re-enroll without the express consent of the terminated Affiliate;
- Use the information in a Downline Activity Report for any purpose other than promoting his or her 4Life business;
- Use the information in any Downline Activity Report to recruit or solicit any Affiliate or Preferred Customer of 4Life listed on any Downline Activity Report for another network marketing program, or in any manner attempt to influence or induce any Affiliate or Preferred Customer of 4Life, to alter their business relationship with 4Life;
- Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report;

Upon demand by the Company, any current or former Affiliate will:

- Return or destroy the original and all copies of Downline Activity Reports to the Company;
- Permanently delete any database or electronic list of information derived from any Downline Activity Report;
- Permanently delete any database or list of information compiled or developed by the Affiliate relating to the contact information or sales activity of other Affiliates.

The provisions of this Policy shall survive the Cancellation of an Affiliate's Affiliate Agreement with 4Life.

3.20. **Cross-Group Sponsoring.** Actual or attempted Cross-Group Sponsoring is strictly prohibited. "Cross-Group Sponsoring" is defined as the enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Preferred Customer enrollment or Affiliate Agreement on file with 4Life, or who has had such an agreement within the preceding six (6) calendar months if Diamond Elite rank or below, or twelve (12) calendar

站中後台包含的資料，統稱為「下線活動報表」) 都必須保密，並構成 4Life 專有的商業秘密資訊。「下線活動報表」將以最嚴格的保密方式提供給會員，且僅供會員用於與其個別的市場推廣組織合作、拓展其 4Life 業務為唯一目的。會員應當使用其「下線活動報表」來管理、激勵和訓練其下線會員。會員和 4Life 同意，除依據此保密與不公開同意書的規定外，4Life 將不向會員提供「下線活動報表」。因此，會員不應以其本人，或代表任何其他人、合夥、同業組織、公司或其他股份有限公司，或任何其他實體名義有下列行為：

- 向任何第三方直接或間接公開任何「下線活動報表」中包含的任何資訊；
- 使用任何「下線活動報表」中的資訊與 4Life 競爭；
- 未經已被終止會員的明確同意，使用其資訊重新入會；
- 將「下線活動報表」中的資訊用於推動其 4Life 業務以外的任何目的；
- 使用任何「下線活動報表」中的資訊來招募或招攬任何「下線活動報表」所列之任何 4Life 會員或優惠客戶，或透過任何方式試圖影響或致使任何 4Life 會員或優惠客戶改變其與 4Life 的業務關係；
- 使用任何「下線活動報表」中包含的任何資訊或向任何人、合夥、協會、公司或其他實體揭露該資訊；

一旦公司要求，任何現有或前會員需：

- 將「下線活動報表」的原件和所有複本送回公司或加以銷毀；
- 永久性刪除從「下線活動報表」中所獲得的任何數據庫及電子式清單資訊；
- 永久性刪除因會員與其他會員的聯絡資訊或交易活動記錄所編撰或開發的任何資料庫或資訊清單。

此條款在取消會員與 4Life 的會員協議後仍然有效。

3.20. **搶線。**嚴格禁止實際上或試圖的搶線。「搶線」係指無論以直接、間接或其他方式，推薦已經有現有優惠客戶推薦或與 4Life 簽訂會員協議，或在前六個月內鑽石精英及其以下階銜（或前十二個月內總裁級鑽石及其以上階銜）擁有這種協議的個人或實體。禁止使用配偶或親屬的姓名、商業名稱、經營名稱、公司、股份有限公司、合夥、信託、虛構的身分證號碼或以任何其他欺騙方式，規



months if Presidential rank or above anywhere in the tree. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, limited liability companies, partnerships, trusts, Federal Tax Identification Numbers, fictitious identification numbers, or any other artifice to circumvent this Policy is prohibited. This Policy shall not prohibit the transfer of a 4Life business in accordance with the "Sale, Transfer or Assignment of 4Life Business" section of these Policies.

**3.21. Errors or Questions.** If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Affiliate must notify 4Life within sixty (60) days of the date of the purported error or incident in question. 4Life will not be responsible for any errors, omissions, or problems not reported within sixty (60) days.

**3.22. Excess Inventory Purchases Prohibited.** Affiliates are not required to carry inventory of products or sales aids. Affiliates who carry reasonable levels of products or sales aids may find making retail sales and building a Marketing Organization somewhat easier because of the decreased response time in fulfilling Retail Customer orders. Each Affiliate must make his or her own decision with regard to these matters. To ensure that Affiliates are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to 4Life upon the Affiliate's Cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Affiliates" section of these Policies.

4Life prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses or advancement in the Life Rewards Plan. Affiliates may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

**3.23. Right of Publicity.** Affiliates authorize 4Life to use their name, photograph, video and/or audio recording, personal story, testimonial, likeness, and/or any personal material in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.

**3.24. Governmental Approval or Endorsement.** Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing company programs or products. Therefore, Affiliates shall not represent or imply that 4Life, the Life Rewards Plan or products have been approved, endorsed, or otherwise sanctioned by any government agency.

避此政策。此政策不禁止依據「4Life 業務的出售、轉移或轉讓」章節進行的轉移。

**3.21. 錯誤或疑問。**若會員對佣金、花紅、「下線活動報表」或費用具有疑問或認為具有任何錯誤，會員必須在認為有錯誤，或出現問題的六十（60）天內通知 4Life。4Life 將不負責六十（60）天內未報告的任何錯誤、遺漏或問題。

**3.22. 禁止囤積購買。**會員並未被要求備置產品或銷售輔助材料的存貨。會員備有合理的產品或銷售輔助材料可減少執行客戶訂貨或滿足新會員需求的反應時間，並因此比較容易地進行零售和建立市場推廣組織。每位會員必須制訂其對於此項事宜的決策。為保證會員不被其無法銷售的過多存貨所阻礙，這些存貨可依據「會員存貨和銷售輔助資料的退還」章節，在會員取消或終止協議時歸還 4Life。

4Life 禁止為獲得佣金、花紅的資格或 4Life 終身回饋計劃的升級，而購買不合理數量的產品。會員不得購買超過其可每月合理轉售或消費的存貨，亦不得鼓勵他人這麼做。

**3.23. 公開權利。**會員授權 4Life 在公司的廣告和/或推廣文宣中使用其姓名、照片、視像和/或錄音檔案、個人事蹟、證詞、肖像和/或任何個人材料，並放棄此類使用的所有報酬。

**3.24. 政府核准或認可。**聯邦和州監管機構和/或官方並未對任何直接銷售或網上式市場推廣公司的計劃或產品核准背書。因此，會員不得提出或暗示 4Life 或其 4Life 終身回饋計劃或產品經任何政府機構核准、背書或取得其他許可。



3.25. Income Taxes. Every year, 4Life will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. and Puerto Rico resident as required by the Internal Revenue Service. Each Affiliate is responsible for paying local, state, and federal taxes on any income generated as an Affiliate.

3.26. Independent Affiliate Status. Affiliates are independent contractors and are not purchasers of a franchise or a business opportunity. The Agreement between 4Life and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. An Affiliate shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (express or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies, and applicable laws.

3.27. International Product Sales. 4Life has worked with various government agencies to register 4Life products in many countries around the world. In order to protect its product registrations and abide by the import and product registration laws of each country in which 4Life does business, it is necessary that 4Life limit the international distribution of its products. Therefore, if an Affiliate wishes to sell 4Life products or sales aids in any country where 4Life has obtained product registrations, the products that may be sold, given, transferred, imported, exported, or distributed must be limited to only those products specifically registered in that country. The import of any other product for resale from outside that country is prohibited.

4Life can, at its sole discretion, allow any product that is not actively registered in a specific country to be imported in that country on a strictly not for resale basis. When imported, these products may be purchased for an Affiliate's personal use, but the products must not be resold.

3.28. Adherence to Laws and Ordinances. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to Affiliates because of the nature of their businesses. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative and immediately send a copy of the

3.25. 所得稅。每年，4Life 將依據美國國稅局的要求，向每位美國及波多黎各居民提供 IRS 1099 MISC 表單（非雇員報酬）。每位會員需自行負責支付因作為獨立會員而產生的任何收入繳納地方、州與聯邦稅款。

3.26. 獨立會員地位。會員為獨立承包商，而非特許權或業務機會的購買者。4Life 與其會員之間的協議不構成公司與會員之間的雇主/員工關係、代理、合夥或聯合投資關係。會員不因為其服務或繳納聯邦或州稅款而被視為員工。所有會員均須為因身為公司會員而賺取的所有報酬支付地方、州與聯邦稅款。會員沒有權利（無論係明確的或隱含的權利）讓公司承擔任何義務。只要遵守會員協議的條款、本政策以及適用的法律，每位會員都可建立其銷售目標、時間和方法。

3.27. 國際間的產品銷售。透過與各個政府機關合作，4Life 已在全球許多國家完成 4Life 產品登記。為保護已登記的產品，並遵守 4Life 業務發展的各個國家之產品進口與登記相關法令，4Life 必須對國際間的產品銷售有所限制。因此，會員若有意在已完成登記登記的國家銷售 4Life 產品或輔助銷售輔助資料，僅限於銷售、提供、轉移、進口、出口或分售這些已完成當地國家登記的 4Life 產品。禁止從其他國家進口任何其他產品轉售。

4Life 可自行決定允許某些未登記產品在特地的國家進口，但嚴禁轉售。進口時必須強調這些產品僅供會員個人使用，不得轉售給顧客。

3.28. 遵守法律與法令。許多城市和國家都有管理某些以家庭為基礎業務的法律。在大多情況下，這些法令因其業務特點而不適用於會員。但是，會員必須遵守適用的法律。若一個城市或國家官員告訴會員，一條法令適用，會員應當有禮貌且合作，且立即將法令的複本郵寄或電郵至 [compliance@4life.com](mailto:compliance@4life.com)，將該條例寄送給 4Life 的合規部門。在許多情況下，適用於會員的法令具有例外情況。





ordinance to 4Life's Compliance Department by mail or email at [compliance@4life.com](mailto:compliance@4life.com). In many cases, there are exceptions to the ordinance that apply to Affiliates.

3.29. Compliance with Laws and Ethical Standards. Affiliates shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. In connection with the operation of an Affiliate's business, the violation of any law or any conduct that is unethical or, in 4Life's sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

3.30. One 4Life Business per Affiliate. An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, member, shareholder, trustee, or beneficiary, in only one 4Life business. No individual may have, operate or receive compensation from more than one 4Life business. Individuals of the same Family Unit who are of legal contract age may each enter into or have an interest in their own separate 4Life business, only if each subsequent family position is placed frontline to the first family member enrolled. A Family Unit is defined as spouses, domestic partners, and dependent children living at or doing business at the same address.

3.31. Actions of Family Unit Members or Associated Individuals. If any member of an Affiliate's Family Unit engages in any activity which, if performed by the Affiliate named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and 4Life may take disciplinary action pursuant to these Policies against the named Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust, or other entity (collectively "Associated Individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and 4Life may take disciplinary action jointly and severally, against the entity, and/or each shareholder, officer, partner, member, owner, and other members of their Family Unit.

3.32. Re-packaging and Re-Labeling Prohibited. Affiliates may not re-package, re-label, refill, or alter the labels on any 4Life products, information, materials, or programs in any way. 4Life products must be sold in their original containers only. Such re-labeling or re-packaging would likely violate federal and state laws, which could result in severe criminal penalties. Affiliates should also be aware that civil liability can arise when, as a consequence of the re-packaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

3.29. 遵守法律與道德標準。會員在實施其業務時，應遵守所有的聯邦、州和地方法律和規章。會員在經營 4Life 業務時，若有違反任何法律或進行任何不道德或依據 4Life 的判斷可能損害其聲譽或商譽的行為，將成為進行懲戒的依據。

3.30. 每位會員只有一個 4Life 業務。會員作為唯一的所有權人、合夥人、股東、受託人或受益人，只能運作或擁有一項 4Life 業務的合法、公平的所有權利益。任何人不得擁有或經營一項以上的 4Life 業務，或因此而獲得報酬。只有將每個家庭成員放在第一個入會家庭成員的第一層時，同一個家庭單位達法定成年年齡者才可各自進入或擁有一項獨立的 4Life 業務之權益。「家庭單位」定義為在相同的地址居住或開展業務的配偶和被撫養的子女。

3.31. 家庭成員或關係人的行為。若會員的某位家庭成員從事的任何活動（若在申請書指稱該活動由會員進行）將違反會員協議條文，則該等活動將被視為會員之違反行為，且 4Life 將根據本政策對在協議書上署名的會員進行懲戒。同樣，若與公司、合夥、信託或其他實體有任何關係的任何人（統稱為「有關聯的人」）違反協議，這些行為將被認為該實體違反條款，4Life 將對其實體和/或其家庭成員的每個股東、主管、合夥人、成員、所有人和其他成員採取共同和個別的懲戒。

3.32. 禁止重新包裝與重新標記。會員不得對任何 4Life 產品、資訊、資料或計劃，以任何方式進行重新包裝、重新標記、補充或更改標籤。4Life 產品必須以其原始包裝形式銷售。這種重新標記或重新包裝可能違反聯邦法和州法，並將引致嚴重的犯罪處罰。會員還應當意識到，當重新包裝或重新標記產品時，一旦使用產品者遭受任何類型的傷害或其財產受到損害，將可能遭致民事責任。

**3.33. Roll-Up of Marketing Organization.** Upon Cancellation of an Affiliate, 4Life may, at its discretion, move all individuals on the first Level of the canceling Affiliate into the vacated position. The account of the terminated Affiliate may be maintained in the original place until such a time 4Life believes all legal risk is eliminated.

**3.34. Sale, Transfer, or Assignment of 4Life Business.**

Although a 4Life business is a privately owned, independently operated business, the sale, transfer, or assignment of a 4Life business is subject to certain limitations. Unless otherwise agreed to in writing, if an Affiliate wishes to sell his or her 4Life business, the following criteria must be met:

- The Affiliate shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll-up to occur.
- Protection of the existing Line of sponsorship must always be maintained so that the 4Life business continues to be operated in that Line of sponsorship.
- A buyer or transferee must be qualified to be an Affiliate. If the buyer is an active Affiliate, he or she must first terminate his or her 4Life business and remain inactive in accordance with Section 3.12 of the Policies before becoming eligible for a purchase, transfer, assignment, or acquisition of any interest in the 4Life business.
- The selling Affiliate must submit a Sale, Transfer, or Assignment of 4Life Business Form to 4Life's Customer Service Department at hongkong@4life.com.
- Before the sale, transfer, or assignment can be finalized and approved by 4Life, any debt obligations the selling Affiliate has with 4Life must be satisfied.
- The selling Affiliate must be in good standing, not in violation of any of the terms of the Agreement, and not under review by 4Life's Compliance Department in order to be eligible to sell, transfer, or assign a 4Life business.
- Prior to offering a 4Life business for sale, the selling Affiliate must notify 4Life's Corporate Office of his or her intent to sell the 4Life business and receive the Company's written approval, which shall not be unreasonably withheld.
- The sold, transferred, or assigned Affiliate Account position will not retain recognition at the high rank obtained by the Affiliate Account position. 4Life reserves the right to rank the purchased, transferred, or assigned Affiliate position at any rank at 4Life's sole discretion.
- In the event that a qualification-based incentive trip has been earned by the selling, transferring, or assigning Affiliate Account position prior to the sale, transfer, or assignment of the Affiliate Account, the purchaser, transferee, or assignee of the Affiliate Account is ineligible to earn the qualification-based incentive trip for the same qualification level. 4Life reserves the right to approve eligibility for all future incentive trips.

4Life reserves the right to determine the successor Affiliate's recognition rank.

**3.35. Separation of a 4Life Business.** Affiliates sometimes operate their 4Life businesses as husband-wife partnerships,

**3.33. 市場推廣組織的向上遞補。**取消會員協議後，4Life 可自行決定將取消會員協議後的所有第一層人員都向上遞補至其原有的空位。終止的會員帳戶將會被保留在原本的位置直到 4Life 認為其所有法律風險皆已解除。

**3.34. 4Life 業務的出售、轉移或轉讓。**雖然 4Life 業務是私人擁有、獨立運作的業務，但 4Life 業務的出售、轉移或轉讓必須符合某些限制。除非經書面同意，若會員希望出售其 4Life 業務，則必須滿足下述條件：

- 會員必須向公司提供優先權，使公司得以用會員向任何第三方提供之相同條件購買該業務。若公司購買該業務，公司有權決定是否保留業務或允許其下線會員遞補至原有的空位。
- 必須保護現有的資助關係，以便 4Life 業務繼續沿該資助關係運作。
- 購買人或受讓人必須成為合格的會員。若購買人是參與活動的會員，其必須在符合購買、轉移、轉讓或獲得任何 4Life 業務利益的條件前，根據本政策中第 3.12 節先終止其 4Life 業務並保持不活躍。
- 出售的會員須將 4Life 業務出售、轉移或轉讓申請書電郵至 hongkong@4life.com，遞交給 4Life 的客服部門。
- 在出售、轉移或轉讓被 4Life 核准前，必須清償出售會員所積欠 4Life 的任何債務。
- 出售的會員必須具有良好的名望、未違反協議的任何條款、未受 4Life 的合規部門審查，始得具備出售、轉移或轉讓 4Life 業務的資格。
- 在提供 4Life 業務進行出售前，出售的會員必須通知 4Life 公司其出售 4Life 業務的意向，並獲得公司的書面核准，且公司不得基於不合理理由拒絕。
- 被出售、轉移或轉讓的會員帳戶地位將不會維持以其最高階銜表揚。4Life 保留自行決定將購買、轉移或轉讓之會員階銜排名加以調整的權利。
- 當被出售、轉移或轉讓的會員帳戶地位在被出售、轉移或轉讓之前已贏得資格條件的獎勵旅遊，則該會員帳戶之購買人或受讓人不得再以相同資格條件獲得該獎勵旅遊。4Life 保留核准所有未來獎勵旅遊資格的權利。

4Life 保留確定繼承會員的表揚階銜的權利。

**3.35. 4Life 業務的分割。**會員有時以夫妻合夥、合夥、公司、股份有限公司或信託之方式，運作其 4Life 業務。當



partnerships, corporations, limited liability companies, or trusts. At such time as a marriage ends in divorce, or a corporation, partnership, limited liability company, or trust (the latter four entities are collectively referred to in this paragraph as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the Line of sponsorship. If the separating parties fail to provide for the best interests of other Affiliates and the Company, 4Life will involuntarily terminate the Affiliate Agreement and roll-up their entire Marketing Organization pursuant to the “Roll-Up of Marketing Organization” section of these Policies. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the 4Life business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize 4Life to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
- The parties may continue to operate the 4Life business jointly, whereupon all compensation paid by 4Life will be paid in the joint names of the Affiliates or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, 4Life will continue to pay commissions to the same individual(s) to whom commissions were paid prior to the filing of the divorce or dissolution proceeding.

Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, only upon 4Life approval will 4Life split commissions and/or bonuses between divorcing spouses or members of dissolving entities. 4Life will recognize only one Affiliate Agreement. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business within six (6) months following the divorce filing or institution of dissolution proceedings, the Affiliate Agreement may be involuntarily canceled. If a former spouse has completely relinquished all rights in his or her original 4Life business, he or she is thereafter free to enroll as a Preferred Customer under any Sponsor of their choice and need not wait before reenrolling. If a former entity affiliate has completely relinquished all rights in his or her original 4Life business, he or she is thereafter free to enroll as a Preferred Customer under any Sponsor of their choice and need not wait before reenrolling.

離婚或公司、股份有限公司、合夥或信託（後四個實體在下文中統稱為「實體」）解散時，必須進行安排以確保完成業務的任何分割或分離，以便不會對資助關係的上線或下線業務的利益和收入產生不良影響。若分割的各方無法確保其他會員與公司的最佳利益，4Life 將非自願終止會員協議並依據本政策的「市場推廣組織的向上遞補」章節使其全部組織向上遞補。在等待離婚或實體解散期間，各方必須採取下述運作方法之一：

- 在另外一方（多方）書面同意的情況下，一方可依據放棄的配偶、股東、合夥人或受託人出具的轉讓書，經營 4Life 業務，而該轉讓書係授權 4Life 與另一配偶或未放棄的股東、合夥人或受託人直接並單獨交易；或
- 各方可繼續共同經營 4Life 業務，且所有的 4Life 獎金將支付給會員的聯合名稱或實體的名稱，然後他們再按照其獨立達成的協議進行分配。

若各方不選擇上述方式之一，4Life 將繼續向提出離婚申請或進行解散程序前支付佣金的同一人支付佣金。

離婚的配偶或解散的業務實體的市場推廣組織絕不得被分割。同樣，只有獲得 4Life 核准後，4Life 才會在離婚配偶或解散實體的成員之間分割佣金和/或花紅支票。4Life 將只承認一個會員協議書。若在申請離婚或進行解散程序後六（6）個月後，離婚或進行解散的各方無法解決對業務的佣金與所有權的爭議，會員協議可能被非自願取消。若前配偶已經完全放棄其最初的 4Life 業務的所有權利，其隨後可自由地透過其所選擇的任何資助資助者，入會作為優惠客戶，且不需重新申請的等待期。若前實體會員已經完全放棄其最初的 4Life 業務的所有權利，其隨後可自由地透過其所選擇的任何資助資助者，入會作為優惠客戶，且不需重新申請的等待期。





In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any Affiliates or Preferred Customers in their former Marketing Organization. They must develop the new business in the same manner as would any other new Affiliate.

3.36. Sponsoring. All Active Affiliates in good standing have the right to sponsor and enroll others into 4Life. Each prospective Preferred Customer or Affiliate has the ultimate right to choose his or her own Sponsor. If multiple Affiliates claim to be the Sponsor of the same Affiliate or Preferred Customer, the Company shall regard the first enrollment received by the Company as controlling.

3.37. Transfer Upon Death of an Affiliate. Upon the death of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a 4Life business is transferred by a will or other testamentary process, the executor of the estate must provide 4Life with letters testamentary or other court-approved documents establishing the executor's authority, and written instructions for the disposition of the business. Before the beneficiary may acquire the right to collect all bonuses and commissions of the deceased Affiliate's Marketing Organization and operate the business, the beneficiary must:

- Execute and submit an Affiliate Agreement and other applicable enrollment forms and documents. All commission payments will be issued to the individual or entity listed on the Affiliate Agreement;
- Provide an original death certificate and a notarized copy of the will or other instrument establishing the successor's right to the 4Life business; and
- Comply with terms and provisions of the Agreement.

4Life reserves the right to determine the successor Affiliate's recognition rank.

3.38. Transfer Upon Incapacitation of an Affiliate. To request a transfer of a 4Life business because of an Affiliate's incapacity, the trustee must provide the following to 4Life: (1) a copy of the court order appointing the individual as trustee for the incapacitated Affiliate's business; (2) written instructions from the trustee; and (3) a completed Affiliate Agreement executed by the trustee. The trustee must then:

- Operate the business in compliance with terms and provisions of the Agreement; and
- Meet all of the qualifications for the incapacitated Affiliate's status in order to be paid at that rank. If the trustee fails to achieve the rank maintained by the Affiliate, the business will be

在離婚和實體解散的情況下，放棄的各方對其前市場推廣組織的任何會員或優惠客戶不具有任何權利。其必須透過任何與其他新會員相同的方式發展新業務。

3.36. 安置。所有名望良好、參與活動的會員都擁有安置及推薦其他人加入 4Life 的權利。每位潛在優惠客戶或會員均擁有選擇其推薦者的最終權利。若多位會員宣稱是同一位新會員或優惠客戶的推薦者，公司將根據公司收到的第一份申請書為準。

3.37. 會員死亡時的轉移。當會員死亡時，其業務可被轉讓至其繼承人。繼承人必須向公司呈交適當的法律文件，以確認轉移正確。因此，會員應當向律師諮詢，以幫助其準備遺囑或其他遺囑文件。當透過遺囑或其他遺囑程序轉移 4Life 業務時，遺產執行人必須向 4Life 提供證明遺囑執行人權利的遺囑文件或法院核准的其他文件以及處理該等業務之書面指示。在可獲得已故會員之市場推廣組織的所有花紅與佣金權利並經營其業務前，受益人必須：

- 簽署並呈交會員協議和其他適用入會表與文件。所有佣金將撥發給會員協議中所列之個人或實體；
- 提供死亡證明原本，以及確認繼承人對 4Life 業務的權利的遺囑或其他經公證文件的複本；及
- 遵守協議的條款與條件。

4Life 保留確定繼承會員的表揚階銜的權利。

3.38. 會員喪失能力時的轉移。在 4Life 業務因為會員喪失能力而轉移時，受託人必須向 4Life 提供：(1) 將個人指定為喪失能力的會員之業務受託人的法院命令複本；(2) 受託人之書面指示；(3) 由受託人填妥、簽署的會員協議。受託人隨後必須：

- 遵守協議的條件與條款經營業務；並
- 符合喪失能力之會員身分的所有資格條件，才能獲得其階銜該有的獎金。若受託人未能達成該會員維持的階銜資格，則將依據每個花紅計算期間裡實際達成的資格來計算花紅。



paid at the rank at which it actually qualifies during each bonus period.

4Life reserves the right to determine the successor Affiliate's recognition rank.

#### 4. Responsibilities of Affiliates

4.1 Understanding the 4Life Business Model. 4Life is a direct selling company. 4Life products are sold by Affiliates to Retail Customers in one-on-one, interpersonal transactions which provide time for explanation and guidance on 4Life products. The role of an Affiliate who chooses to build a 4Life business is to sell 4Life products to Retail Customers and enroll Preferred Customers exclusively using a direct-selling model of distribution.

4.2. Change of Address or Telephone. To ensure timely delivery of products, support materials, and commissions, it is critically important that 4Life's records are current. Affiliates planning to move should provide 4Life's Corporate Office with their new address and telephone number. To guarantee proper delivery, two (2) weeks' advance notice must be provided to 4Life of all changes.

4.3. Continuing Development and Ongoing Training. Any Affiliate who is the Sponsor or Enroller of another Affiliate is encouraged to perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her 4Life business. Affiliates are encouraged to have ongoing contact, communication and supervision of the Affiliates in their Marketing Organization. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, email, and the accompaniment of Downline Affiliates to 4Life meetings, training sessions, and other functions. Upline Affiliates are also encouraged to motivate and train new Affiliates in 4Life product knowledge, effective sales techniques, the Life Rewards Plan, and compliance with these Policies.

4.4. Increased Training Responsibilities. As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of 4Life products and Life Rewards Plan. They may be called upon to share this knowledge with lesser experienced Affiliates within their Marketing Organization.

4.5. Ongoing Sales Responsibilities. Regardless of their level of achievement, Affiliates are encouraged to continue to personally promote product sales through the generation of new Retail Customers and Preferred Customers and

4Life 保留確定繼承會員的表揚階銜的權利。

#### 4. 會員的責任

4.1 瞭解 4Life 事業的經營模式。4Life 是一家直銷公司。4Life 產品是透過會員以一對一的方式銷售給零售客戶，人與人之間的交易模式，能夠對 4Life 產品有充分的說明與指導。會員在選擇打造 4Life 業務的同時，亦就扮演了將 4Life 產品售予零售客戶的角色，並僅使用直銷模型來推薦優惠客戶。

4.2. 更換住址或電話號碼。為確保能即時地交付產品、輔助資料和佣金，確保 4Life 擁有的記錄是最新的非常重要。計劃搬遷的會員應向 4Life 的公司總部辦公室提供其新地址與電話號碼。為了保證正確交付產品，會員必須提前兩（2）週向 4Life 通知所有更改。

4.3. 持續發展與後續訓練。鼓勵作為另一位會員的資助資助者或推薦人的任何會員積極落實監督行為，以確保其下線正確地經營其 4Life 業務。鼓勵會員與其市場推廣組織中的會員持續聯絡、交流及管理監督。這些交流與監督的方式可能包括，但不限於：電子報、書面信函、個人會議、電話聯絡、語音留言、電郵，以及陪同下線會員參加 4Life 會議、訓練課程和其他活動。上線會員還應負責激勵和訓練新會員瞭解 4Life 產品知識、有效的銷售技巧、4Life 終身回饋計劃，並遵守本政策。

4.4. 訓練責任的增加。隨著會員進展到不同的領導層，其將在銷售技巧、產品知識、理解 4Life 產品及 4Life 終身回饋計劃等方面更加富有經驗。這些會員可能被號召與其市場推廣組織內經驗較少的會員分享這些知識。

4.5. 繼續銷售的責任。無論其業績層級為何，均鼓勵會員透過推薦新零售客戶與優惠客戶及服務現有零售客戶與優惠客戶，繼續增加個人的產品銷售。



through servicing their existing Retail Customers and Preferred Customers.

**4.6. Non-Disparagement.** 4Life wants to provide its Affiliates with superior products, a superior compensation plan and service in the industry. Accordingly, 4Life values constructive criticisms and comments from Affiliates. All such comments should be submitted in writing to 4Life's Customer Service Department at [hongkong@4life.com](mailto:hongkong@4life.com). While 4Life welcomes constructive input, negative comments and remarks made by Affiliates about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Affiliates. For this reason, and to set the proper example for their Downline organization, Affiliates must not disparage, demean, or make negative remarks about 4Life, other Affiliates, 4Life products, the Life Rewards Plan, or 4Life directors, officers, or employees.

**4.7. Providing Documentation to Applicants.** Affiliates should provide the most current version of these Policies and the Life Rewards Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement. Additional copies of these Policies can be acquired from 4Life and at [4life.com](http://4life.com).

**4.8. Reporting Policy Violations.** Affiliates observing a violation of these Policies by another Affiliate should submit a written report of the violation directly to the attention of 4Life's Compliance Department by mail or email at [compliance@4life.com](mailto:compliance@4life.com). Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

## **5. Sales Requirements**

**5.1. Product Sales.** The Life Rewards Plan is based upon the sale of 4Life products to Retail Customers and Preferred Customers. Affiliates must fulfill Life Point sales requirements as outlined in the Life Rewards Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

**5.2. No Price or Territory Restrictions.** With regard to selling 4Life products, there are no exclusive territories granted to anyone, and no franchise fees are required. In person-to-person transactions and on their MyShop website, Affiliates are not required to sell 4Life products at the Retail Price but may sell 4Life products at any price equal to or greater than 4Life's Wholesale Price. However, Affiliates who wish to sell 4Life products on their External Website are required to sell 4Life products at the Retail Price (unless their External Website links directly to the Affiliate's own MyShop website), submit an

**4.6. 禁止惡意中傷。**4Life 希望向其獨立會員提供行業內最好的產品、最優的獎金計劃與服務。因此，4Life 重視會員的建設性批評與意見。所有此類意見均應以書面形式電郵至 [hongkong@4life.com](mailto:hongkong@4life.com)，呈交給 4Life 的客服部門。4Life 雖然歡迎建設性的建議，但會員對公司、其產品或獎金計劃做出負面意見或評論者，除降低其他會員的熱情外，沒有其他意義。因此，作為其下線的正確榜樣，會員不得詆毀、貶低或消極評價 4Life、其他會員、4Life 產品、4Life 終身回饋計劃或 4Life 的董事、主管或員工。

**4.7. 向申請人提供文件。**會員應在申請人簽署會員協議前，向經其資助成為會員者提供最新版本的政策及 4Life 終身回饋計劃。本政策的額外複本可自 4Life 和 [4life.com](http://4life.com) 獲得。

**4.8. 報告違反政策的行為。**會員在發現另一會員違反本政策的行為時，應透過郵寄或電郵至 [compliance@4life.com](mailto:compliance@4life.com)，直接向 4Life 的合規部門呈交書面違規報告。報告應當包括事件的細節，例如日期、發生次數、相關人員，以及任何佐證文件。

## **5. 銷售要求**

**5.1. 產品銷售。**4Life 終身回饋計劃的基礎是向零售客戶及優惠客戶銷售 4Life 產品。會員必須達到 4Life 終身回饋計劃中概述的積分銷售要求（並滿足協議所述之其他責任），才能獲得領取花紅、佣金及升級至更高階銜的資格。

**5.2. 沒有價格或區域的限制。**在銷售 4Life 產品時，並未向任何人提供專屬區域，亦不需要加盟費用。就面對面交易及於其 MyShop 網站上而言，並不要求會員以零售價格來銷售 4Life 產品，但是可等同於或高於 4Life 批發價的價格來銷售 4Life 產品。但是，希望在其外部網站上銷售 4Life 產品的會員必須以零售價出售 4Life 產品（除非其外部網站直接連結到會員自身的 MyShop 網站），請將一份已簽名的外部網站銷售協議電郵至 [compliance@4life.com](mailto:compliance@4life.com)，呈



executed External Website Sales Agreement to 4Life's Compliance Department at [compliance@4life.com](mailto:compliance@4life.com), and receive 4Life's approval. Affiliates may not sell product packs comprised of more than one product on their External Website.

To circumvent this Policy, an Affiliate is prohibited from enlisting, assisting, or knowingly allowing a non-4Life Affiliate third party to facilitate selling 4Life products on any External Website, internet auction website (such as eBay), online store, e-commerce website or third-party sales forum (such as Amazon). Affiliates are encouraged to facilitate their product sales through their MyShop website, and such sales will be automatically priced at 4Life's Wholesale Price.

5.3. **Sales Receipts.** If an Affiliate sells any 4Life product from his or her inventory or on his or her External Website, he or she should give the Retail Customer a copy of a 4Life retail sales receipt at the time of the sale and explain the customer's right to cancel the transaction as set forth on the sales receipt. Affiliates must maintain all retail sales receipts for a period of two (2) years and furnish them to 4Life at the Company's request. Records documenting the purchases of Affiliates' customers who purchase directly from 4Life will be maintained by 4Life.

## 6. Bonuses and Commissions

6.1. **Bonus and Commission Qualification.** An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, 4Life shall pay commissions to such Affiliate in accordance with the Life Rewards Plan.

6.2. **Adjustment to Bonuses and Commissions for Returned Products.** Affiliates receive bonuses and commissions based on the actual sales of products to Preferred Customers and Retail Customers. When a product is returned to 4Life for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given or will be withheld from any bonus, commission, or other amount owed by the Company. Deductions will continue every bonus period thereafter until the commission is recovered from the Affiliates who received bonuses and commissions on the sales of the refunded goods.

6.3. **Unclaimed Commissions and Credits.** With regard to unclaimed commissions and credits for terminated Affiliates, the Company adheres to escheat laws of each state, which may include a transaction fee in favor of 4Life.

交給 4Life 的合規部門，並取得 4Life 的核准。會員不得在其外部網站上銷售包含一種產品以上的產品組合。

禁止會員為規避本政策，招攬、協助或故意允許非 4Life 會員之第三方在任何外部網站、網上拍賣網站（例如 eBay）、網上商店、電子商務網站上或第三方銷售論壇（例如 Amazon）銷售 4Life 產品。公司鼓勵會員透過其 MyShop 網站推廣產品銷售，且這些銷售將自動以 4Life 批發定價。

5.3. **銷售收據。**若會員從其存貨中或其個人的外部網站銷售任何 4Life 產品，其必須在銷售時向零售客戶提供一份 4Life 產品零售收據複本，並於銷售收據上說明客戶取消交易的權利。會員必須保存所有零售收據二（2）年，並在公司要求時將其提供給 4Life。會員的客戶直接向公司購貨的記錄文件將由 4Life 保存。

## 6. 花紅與佣金

6.1. **花紅與佣金的條件。**會員必須參與活動並遵守協議，才能具有獲取花紅與佣金的資格。只要會員遵守協議的條款，4Life 就將依據 4Life 終身回饋計劃，向這些會員支付佣金。

6.2. **退貨產品的花紅與佣金之調整。**會員透過將產品實際銷售優惠客戶與零售客戶，獲得花紅與佣金。當產品退回 4Life 要求退款或由公司購回時，所退回或購回產品的花紅與佣金將在退貨當月扣除，或從公司所欠之任何花紅、佣金或其他款項中扣除。並將在隨後每個花紅期間繼續扣除，直至因銷售此退還產品而獲得花紅與佣金的會員償還完該花紅、佣金為止。

6.3. **未領取的佣金與債權。**關於終止的會員未領取的佣金與債權，公司遵守每個州之歸還法，其中可能包括有利於 4Life 的交易費。





## 7. Product Guarantees, Returns, and Inventory Repurchase

7.1. Product Guarantee. 4Life offers a one hundred percent (100%) thirty (30)-day money back satisfaction guarantee (less shipping charges) to all Retail Customers and Preferred Customers. If a Retail Customer purchased a product from an Affiliate, the Retail Customer must return the product to that Affiliate for a refund or replacement. If a Retail Customer or Preferred Customer purchased the product directly from the Company, the product should be returned directly to the Company.

If an Affiliate is unsatisfied with any 4Life product purchased for personal use, the Affiliate may return the product within thirty (30)-days from the date of purchase for a one hundred percent (100%) refund or a replacement (less shipping charges). This guarantee is limited to three hundred US Dollars (USD\$300) (or local currency equivalent) in any twelve (12) month period. If an Affiliate wishes to return merchandise exceeding three hundred US dollars (USD\$300) (or local currency equivalent) in any twelve (12) month period, the return will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms in the "Return of Inventory and Sales Aids by Affiliates" section of these Policies, and the Affiliate's Affiliate Agreement shall be canceled.

7.2. Products Returned by Retail Customers. If a Retail Customer returns a product to the Affiliate from whom it was purchased, the Affiliate may return it to the Company for a refund or replacement (the Affiliate returning the product is responsible for all shipping charges).

7.3. Return of Inventory and Sales Aids by Affiliates. Upon Cancellation of an Affiliate's Affiliate Agreement, the Affiliate may return inventory and sales aids purchased within one (1) year prior to the date of Cancellation for a refund if he or she is unable to sell or use the merchandise. An Affiliate may only return products and sales aids that he or she personally purchased from the Company under his or her 4Life Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the Affiliate will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Affiliate any commissions, bonuses, rebates, or other incentives received by the Affiliate which were associated with the merchandise that is returned.

Products and sales aids are "Resalable" if each of the following elements are satisfied: (1) they are unopened and

## 7. 產品保證、退貨和存貨回購

7.1. 產品保證。4Life 向所有零售客戶及優惠客戶提供三十（30）天百分之百（100%）全額退款保證（需扣除運輸費用）。若零售客戶向 4Life 會員購買產品，零售客戶必須將產品退回該會員，以進行退款或更換。若零售客戶或優惠客戶直接向公司購買產品，則產品應直接退回公司。

若會員對因個人使用而購買的任何 4Life 產品不滿意，會員可自購買之日起三十（30）天內退貨，以獲得百分之百（100%）全額退款、更換（需扣除運輸費用）。此保證有十二（12）個月內三百（USD \$300）美元（或等值之本地貨幣）的限制。若會員希望在十二（12）個月內退回超過三百美金（USD \$300）（或等值之本地貨幣）的商品，退回將被視為存貨購回，公司將根據本政策「會員存貨和銷售輔助資料的退還」章節中的條款購回存貨，且會員的會員協議將被取消。

7.2. 零售客戶退貨產品。若零售將產品退回給出售產品的會員，會員可將其退回公司，進行退款或更換（由退回產品的會員負責所有的運輸費用）。

7.3. 會員存貨和銷售輔助資料的退還。在取消會員的會員協議後，若會員無法出售或使用商品，則會員可退還在取消日期前一（1）年內購買的存貨與銷售輔助資料，以獲得退款。會員只可退還其個人使用其 4Life 識別碼自公司購買之產品和銷售輔助資料，且該等產品及銷售輔助資料須處於可再販售的狀態。收到產品和銷售輔助資料後，公司將向會員償付原始購買價格的百分之九十（90%），且需扣除運費。若會員使用信用卡進行購買，退款將退回相同的帳戶。公司將從支付給會員的退款中，扣除會員與所退商品有關的任何佣金、花紅、折扣或其他獎勵。

產品和銷售輔助資料須為「可再販售」的狀態，符合下列條件：（1）未被開封和使用；（2）包裝及標籤未受損或



unused; (2) the products' packaging and labeling have not been altered or damaged; (3) the products bear a current label; (4) products have not exceeded their expiration date; (5) products have not been discontinued; and (6) products are returned to 4Life within one (1) year from the date of purchase.

**7.4. Procedures for All Returns.** The following procedures apply to all returns for refund or replacement:

- All merchandise must be returned by the Affiliate or Retail Customer or Preferred Customer who purchased it directly from 4Life.
- All products to be returned must have a "Return Authorization Number" which will be obtained by calling 4Life's Customer Service Department. This Return Authorization Number must be written on each carton returned.

The return must be accompanied by:

- A copy of the original dated retail sales receipt (if product was returned to the Affiliate by a Retail Customer or a Preferred Customer); and
- The unused portion of the product in its original container.

Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. All returns must be shipped to 4Life, shipping pre-paid. 4Life does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Affiliate. It is the sole responsibility of the Affiliate to trace, insure or otherwise confirm that the Company has received the shipment.

If an Affiliate is returning merchandise to 4Life that was returned to him or her by a Retail Customer, the product must be shipped to 4Life within ten (10) days from the date on which the customer returned the merchandise to the Affiliate and must be accompanied by the sales receipt that the Affiliate gave to the Retail Customer at the time of the sale.

## **8. Dispute Resolution and Disciplinary Proceedings**

**8.1. Disciplinary Sanctions.** Violation of the Agreement, these Policies, or any illegal, fraudulent, deceptive, or unethical business conduct by an Affiliate may result, at 4Life's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition.
- Requiring the Affiliate to take immediate corrective measures.
- Loss of privileges, included but not limited to loss of MyShop website privileges.
- Loss of one or more bonuses and commissions.

破損；(3) 外包裝為最新包裝；(4) 未超過保存期限最少 3 個月；(5) 仍在販售中；及 (6) 自向 4Life 購買日起算未超過一 (1) 年。

**7.4. 所有退貨的程序。** 下述程序適用於進行退款或更換的所有退貨:

- 所有商品必須由會員或直接向 4Life 購買的零售客戶或優惠客戶退回。
- 退回的所有產品必須具有「退貨授權號碼」，可透過致電 4Life 之客服部門獲得此號碼。必須在退回的每個包裝箱上書寫「退貨授權號碼」。

退貨必須附上：

- 註明有原始購買日期的零售收據複本（若產品由零售客戶或優惠客戶退回會員）；及
- 原始包裝內未使用的產品部分。

使用適當的運輸箱和包裝材料包裝將被退回的產品。所有退貨必須透過發件人付款方式運送至 4Life。4Life 不接受由收件人付款之包裹。所退產品在運輸中遺失的風險應由會員承擔。會員將擔負追蹤、確保或以其他方式確認公司已收到退貨的責任。

若會員向 4Life 退回零售客戶所退之商品，此產品必須自客戶退回會員之日起十 (10) 天內送達至 4Life，且必須附上會員在銷售時給予該零售客戶的銷售收據。

## **8. 解決爭議與懲罰程序**

**8.1. 懲罰性制裁。** 根據 4Life 的判斷，會員如有任何違反協議、本政策或任何違法、欺詐、欺騙或不道德的行為者，將導致一項或多項下述更正措施：

- 發佈書面警告或告誡。
- 要求會員立即採取更正措施。
- 喪失特權，包括但不限於喪失 MyShop 網站特權。
- 損失一份或多份花紅與佣金。

- Withholding from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that 4Life is investigating any conduct allegedly violating the Agreement. If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period.
- Loss of recognition, including but not limited to, in 4Life Official Materials and events, special awards and incentive trips.
- Suspension of the Affiliate's Affiliate Agreement for one or more bonus periods.
- Involuntary Cancellation of the offending Affiliate's Affiliate Agreement.
- Any other measure expressly allowed within any provision of the Agreement or which 4Life deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's Policy violation or contractual breach.

In situations deemed appropriate by 4Life, the Company may institute legal proceedings for monetary and/or equitable relief.

**8.2. Grievances and Complaints.** When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective 4Life businesses, the complaining Affiliate should report the situation in writing to 4Life's Compliance Department by mail or by email at [compliance@4life.com](mailto:compliance@4life.com).

**8.3. Appeals of Sanctions.** Following the issuance of a sanction (other than a suspension pending an investigation), the disciplined Affiliate may appeal the sanction to the Company. The Affiliate's appeal must be in writing and received by 4Life's Compliance Department within fifteen (15) days from the date of 4Life's sanction notice. If the appeal is not received by 4Life within the fifteen (15) day period, the sanction will be final. The Affiliate must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. If the Affiliate files a timely appeal of the sanction, the Company will review and reconsider the Cancellation, consider any other appropriate action and notify the Affiliate in writing of its decision.

**8.4. Dispute Resolution.** For claims seeking ten thousand US Dollars (USD\$10,000) (or local currency equivalent) or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such a dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association ("AAA"). The mediation shall occur within sixty (60) days from the date on which the

- 4Life 調查任何涉嫌違反協議行為之期間時，可扣留會員的所有或部分花紅與佣金。若會員的業務因為懲罰而被取消，會員將沒有資格重新獲得調查期內扣留的任何佣金。

- 喪失表彰，包括但不限於在 4Life 官方資料與活動、特別獎勵及激勵旅行。

- 暫停會員的會員協議達一個或多個獎金支付期。

- 非自願取消違反者的會員的會員協議。

- 協議的任何條款明確允許的任何其他措施，或 4Life 認為能夠執行且可公正地解決部分或全部因會員違反政策或違背協議而造成之損失的任何其他措施。

在 4Life 認為適當的情況下，公司可提起財務和/或公平救濟的法律訴訟。

**8.2. 申訴與投訴。**若會員對另一位會員就與其各自 4Life 業務有關的任何營業或行為產生申訴與投訴，投訴會員應當以書面方式，郵寄或電郵至 [compliance@4life.com](mailto:compliance@4life.com)，向 4Life 合規部門報告此情形。

**8.3. 制裁的訴願。**在進行制裁（不同於等待調查的暫停）後，受罰之會員可向公司針對該制裁提起訴願。會員的訴願必須為書面方式，且自 4Life 通知制裁之日起十五（15）天內送達 4Life 合規部門。若 4Life 在十五（15）內未收到訴願，制裁將成為最終決定。會員必須連同其訴願書一起呈交所有佐證文件，且完整、詳細地說明其認為公司的最初決定有誤之原因。若會員對制裁及時訴願，公司將檢查並重新審議取消，考慮任何其他適當的行動，並以書面方式向會員通知其決定。

**8.4. 解決爭議。**對於因協議引起或與其相關的一萬美元（USD \$10,000）（或等值的本地貨幣）或以上的索賠，在按以下規定提起仲裁之前，當事雙方應以良好立意進行協議並試圖透過保密的非約束性調解解決爭議。應指定一名雙方都能接受之個人擔任調解人。若雙方無法透過調解人達成協議，則投訴方應請求由美國仲裁協會（American Arbitration Association, AAA）指定調解人。調解應在調解人被任命之日起六十（60）天內進行。調解人的費用開銷，以及舉辦及進行調解的費用，應由雙方平均分攤。各方應至少在調解前十（10）天支付其應分攤的預期費用部



mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah and shall last no more than two (2) business days.

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through binding confidential arbitration. The parties waive rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process or other settlement negotiations as well as unresolved claims for less than ten thousand US Dollars (USD\$10,000) (or local currency equivalent) not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at [www.adr.org](http://www.adr.org). Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to an Affiliate upon request to 4Life's Compliance Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- The arbitration hearing shall commence no later than three-hundred sixty-five (365) days from the date on which the arbitrator is appointed and shall last no more than five (5) business days.
- The parties shall be allotted equal time to present their respective cases.
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the parties have consented to jurisdiction as set forth in the

分。各方應支付自身律師費用、成本以及與進行及參加調解有關之個人開銷。調解應於猶他州鹽湖城舉行，持續時間不應超過兩（2）個工作日。

除本協議另有規定外，肇因於本協議或與本協議有關的任何爭論或索賠，或其違反行為，應通過具有約束力的機密仲裁。雙方放棄透過陪審團或任何法庭進行審判的權利。本仲裁條款適用於透過前述調解程序或其他和解協商未成功解決的索賠，以及不受調解要求限制的 1 萬美元（USD \$10,000）（或等值本地貨幣）以下的未解決索賠。仲裁應根據美國仲裁協會的《商事仲裁規則》和《調解程序》向美國仲裁協會提出，並由美國仲裁協會管理，《商事仲裁規則》和《調解程序》可在美國仲裁協會網站 [www.adr.org](http://www.adr.org) 取得。美國仲裁協會的《商事仲裁規則》和《調解程序》的複本亦將在會員向 4Life 合規部門提出要求時透過電郵傳送。儘管有美國仲裁協會規則，但除非各方當事人另有規定，以下內容應適用於所有仲裁行動：

- 《聯邦證據規則》應適用於所有案件。
- 當事人應享有《聯邦民事訴訟規則》所允許之所有發現權。
- 當事人有權根據《聯邦民事訴訟規則》第 12 條和/或第 56 條提出動議。
- 所有與仲裁有關的所有事項應受《聯邦仲裁法》管轄。在不考慮法律衝突原則的情況下，與本協議有關或肇因於本協議之所有其他事項均應受猶他州法律管轄。
- 仲裁聽證會應在指定仲裁員之日起三百六十五（365）天內開始，持續時間不超過五（5）個工作日。
- 雙方當事人當獲得同等的時間陳述各自的案情。
- 仲裁應在個人基礎上進行，而非作為集體或合併訴訟的一部分。

所有仲裁程序應在猶他州鹽湖城進行。應從美國仲裁協會提供的候選人中選出一名仲裁員。仲裁各方應自行承擔仲裁費用與開支，包括律師費及申請費。仲裁員的決定為最終決定，對雙方具有約束力，必要時，可將其簡化為協議中規定的雙方同意管轄的任何法院的判決。此仲裁協議在協議取消或終止後仍然有效。

Agreement. This agreement to arbitrate shall survive the Cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; and
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in this Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the non-solicitation provision of this Agreement.

#### Damage Limitation

In any action arising from or relating to this Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

#### Liquidated Damages

In any case which arises from or relates to the wrongful termination of Affiliate's Affiliate Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Affiliate's Affiliate Agreement and/or loss of their independent business held to be pursuant to a breach of contract or otherwise wrongful termination under any theory of law, Affiliate's maximum sole remedy shall be liquidated damages calculated as follows:

- For Affiliates at the "Paid As" rank of Diamond Elite or lower, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the twelve (12) months immediately preceding the termination.
- For Affiliates at the "Paid As" rank of Presidential through Silver Elite, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards

當事者雙方及仲裁員皆須對仲裁過程保密，不得向第三方透露：

- 爭論、爭議或宣稱的實質內容或基礎；
- 與爭議有關的任何和解提案或和解討論或提案之實質或內容；
- 在任何仲裁程序中呈交的書狀或任何書狀的內容或其證物；
- 在仲裁聽證會上呈交的或透過仲裁發現獲得的任何證詞或其他證據的內容；
- 仲裁裁決的條款或罰金；及
- 仲裁者對案件涉入的程序和/或爭議點的裁決。

儘管有上述規定，協議中的任何條款均不得阻止任何一方向協議中各方同意管轄的任何法院申請和取得臨時禁止令、初步或永久性禁制令或保護其商業秘密與知識產權的其他保護措施、貿易協議和/或保密條款，包括但不限於強制執行協議中非招攬條款的權利。

#### 損害限制

任何因協議引起或與協議有關的訴訟中，即使另一方已被告知可能發生類似損害，雙方皆放棄所有附帶和/或間接損害的索賠。雙方亦進一步放棄所有懲戒性或懲罰性賠償的索賠。

#### 違約賠償

雙方皆認同，任何因會員的會員協議和/或獨立經營權的錯誤終止而產生或與之相關的糾紛，其損害極難以確定。因此，雙方同意，若會員的會員協議的非自願終止和/或獨立經營權的喪失係因違反協議或其他在法律理論下的錯誤終止，會員的單一最高違約賠償金額之計算為：

- 「獎金支付」階銜為鑽石精英或以下的會員，最高補償金額為其在終止前十二（12）個月內依 4Life 終身回饋計劃所領取到的獎金總和。
- 「獎金支付」階銜為總裁至銀級精英的會員，最高補償金額為其在終止前十八（18）個月內依 4Life 終身回饋計劃所領取到的獎金總和。



<p>Plan in the eighteen (18) months immediately preceding the termination.</p> <ul style="list-style-type: none"><li>For Affiliates at the “Paid As” ranks of Gold through Platinum Elite, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the twenty-four (24) months immediately preceding the termination.</li></ul> <p>Gross compensation shall include commissions and bonuses earned by the Affiliate pursuant to the Life Rewards Plan as well as retail profits earned by Affiliate for the sale of 4Life products. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed sales receipts provided by Affiliate to Retail Customers at the time of the sale.</p> <p>The parties agree that the foregoing liquidated damage schedule is fair and reasonable.</p> <p>An Affiliate’s “Paid As” rank is the rank or title at which they actually qualified to earn compensation under the Life Rewards Plan during a bonus period. For purposes of this Policy, the relevant bonus period to determine an Affiliate’s “Paid As” rank is the bonus period one month prior to the month the Affiliate’s business is placed on suspension or terminated, whichever occurs first. The “Paid As” rank differs from the “High Rank,” which is the highest rank that an Affiliate has ever achieved under the Life Rewards Plan.</p> <p>8.5. <u>Governing Law, Jurisdiction, and Venue.</u> Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in _____. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of _____ shall govern all other matters relating to or arising from the Agreement.</p> <p><b>9. Ordering</b></p> <p>9.1. <u>Purchasing 4Life Products.</u> Each Affiliate should purchase his or her products directly from 4Life or an authorized 4Life Life Points Center. If an Affiliate purchases products from another Affiliate or any other source, the purchasing Affiliate may not receive the Life Points associated with that purchase.</p> <p>9.2. <u>General Order Policies.</u> On orders with invalid or incorrect payment or other general issues, 4Life will attempt to contact the Affiliate. If these attempts are unsuccessful after five (5) business days, the order will be cancelled.</p> <p>9.3. <u>Shipping Policy.</u> 4Life will normally ship products within one (1) business day from the date on which it receives an order. 4Life will expeditiously ship any part of an order currently in stock.</p>	<ul style="list-style-type: none"><li>「獎金支付」階銜為黃金至白金精英的會員，最高補償金額為其在終止前二十四（24）個月內依 4Life 終身回饋計劃所領取到的獎金總和。</li></ul> <p>獎金總和應包括會員依 4Life 終身回饋計劃所領取到的佣金與花紅，以及銷售 4Life 產品而獲得的零售利潤。惟零售利潤方面，會員須將銷售產品給零售客戶時所提供的完整且詳細填寫的銷貨收據之詳實正確的影本提供給公司，以茲證明。</p> <p>雙方同意上述違約賠償之計算公平且合理。</p> <p>會員的「獎金支付」階銜係指花紅計算期間實際符合 4Life 終身回饋計劃中的階銜或頭銜。就本政策而言，界定會員「獎金支付」階銜的花紅計算期間為會員業務被暫停或終止月份的前一個月之花紅計算期間，以先發生者為準。「獎金支付」階銜與「最高階銜」不同，後者指會員曾依 4Life 終身回饋計劃所達的最高階銜。</p> <p>8.5. <u>管轄法律、司法權和審判地。</u>不受仲裁的任何事項之司法權與審判地應完全位於 _____。與仲裁有關的所有事項皆應受《聯邦仲裁法》管轄。與本協議有關或肇因於本協議的所有其他事項，皆應受 _____ 法律管轄。</p> <p><b>9. 訂購</b></p> <p>9.1. <u>購買 4Life 產品。</u>每位會員應當直接從 4Life 或授權的 4Life 積分中心（Life Points Center）購買其產品。若會員從另一位會員或任何其他來源購買產品，購買的會員將不能獲得與此次購買有關的積分。</p> <p>9.2. <u>一般訂貨政策。</u>若訂單的付款無效或不正確，4Life 將嘗試聯絡會員。若這些嘗試在五（5）個工作日後仍不成功，訂單將被取消。</p> <p>9.3. <u>運送政策。</u>正常情況下，4Life 將自收到訂單之日起一（1）天內發貨。4Life 將立即發送訂單中任何目前有庫存的物品。</p>
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9.4. Confirmation of Order. An Affiliate and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify 4Life of any shipping discrepancy or damage within thirty (30) days of shipment will cancel an Affiliate's right to request a correction.

9.5. Payment and Shipping Deposits. No monies should be paid to or accepted by an Affiliate for a sale except at the time of product delivery. Affiliates should not accept monies to be held for deposit in anticipation of future deliveries.

9.6. Returned Checks. All checks returned by an Affiliate's bank for insufficient funds will be re-submitted for payment. A USD\$25 (or local currency equivalent) returned check fee will be charged to the account of the Affiliate. After receiving a returned check from a Retail Customer, Preferred Customer or an Affiliate, all future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to 4Life by an Affiliate for NSF checks and returned check fees may be withheld from subsequent bonus and commission checks or collected in any other manner deemed appropriate by 4Life. Reinstatement of payment by check shall be at the discretion of 4Life.

9.7. Restrictions on Third-Party Use of Credit Cards and Checking Account Access. Affiliates shall not use unauthorized credit cards to enroll Preferred Customers or to make purchases from the Company; likewise, Affiliates shall not permit other Affiliates, Retail Customers, or Preferred Customers to use their credit cards or permit debits to their checking accounts to enroll or to make purchases from the Company.

9.8. Sales Taxes. By virtue of its business operations, 4Life is required to charge sales taxes on all purchases made by Affiliates, and remit the taxes charged to the respective states. Accordingly, 4Life will collect and remit sales taxes on behalf of Affiliates, based on the Retail Price of the products, according to applicable tax rates in the state to which the shipment is destined. If an Affiliate has submitted, and 4Life has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be that of the Affiliate. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by 4Life is not retroactive. It is the Affiliate's sole responsibility to ensure that their Sales Tax Exemption Certificate and Sales

9.4. 確認訂單。會員和/或訂單接收者必須確認收到的產品符合運送發貨單所列之產品，且沒有損毀。未在運送之日起三十（30）天內向 4Life 通知任何運送差異或損毀，將取消會員申請更正的權利。

9.5. 付款與運送按金。除了在交付產品時，會員不得收取或接受向客戶銷售的任何費用。會員不得接受客戶的資金，作為預期將來交貨的按金。

9.6. 遭退回支票。所有被會員銀行以資金不足為由退回的支票將重新呈交支付。會員的帳戶將被收取 25 美元（或等值的本地貨幣）的退票費。在收到零售客戶、優惠客戶或會員的退票後，今後所有訂單必須以信用卡、匯票或本票支付。會員因任何存款不足支票和退票費用而積欠 4Life 之未付餘額可能會從以後的花紅與佣金支票中扣除，或以 4Life 認為適當之任何其他方式收取。4Life 公司得酌情全權決定是否恢復以支票支付。

9.7. 第三方使用信用卡與支票帳戶的限制。會員不得使用未經授權的信用卡使優惠客戶入會或從公司進行購買；同樣，會員不應允許其他會員、零售客戶或優惠客戶使用其信用卡，或允許貸記入其支票帳戶，以進行入會或從公司購買產品。

9.8. 營業稅。根據其業務營運，4Life 需對會員的所有購買行為收取營業稅，並將所收取的稅款匯往各州。因此，4Life 將根據產品的零售價格，根據貨物收貨州之適用稅率，代會員收取並匯出營業稅。若會員已呈交且 4Life 業已接受現行的免收營業稅證書及營業稅登記證，則將不會把營業稅加到發票中，且向有關部門收取與匯繳營業稅的責任將由會員承擔。免除營業稅僅適用於運往已呈交並獲接受適當免稅文件適用州的訂單。若訂單是郵寄到其他州，將收取適用的營業稅。4Life 所接受的任何免徵營業稅案例皆不具有追溯力。會員完全擔負確保其免收營業稅證書及營業稅登記證有效的責任。若會員的免收營業稅證書及營業稅登記證失效，會員有責任立即通知 4Life。若會員的免收營業稅證書及營業稅登記證失效，而未通知 4Life，則會員應全額賠償 4Life，包括支付扣繳稅款及任何所有罰款。



Tax Registration License remain in effect. In the event an Affiliate's Sales Tax Exemption Certificate and Sales Tax Registration License lapses, it is Affiliate's responsibility to advise 4Life of the lapse immediately. In the event an Affiliate's Sales Tax Exemption Certificate and Sales Tax Registration License lapses and the Affiliate does not notify 4Life, Affiliate shall fully indemnify 4Life, including paying the taxes withheld and any and all penalties.

## 10. Inactivity and Cancellation

10.1. Effect of Cancellation and Termination. So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies, 4Life shall pay commissions to such Affiliate in accordance with the Life Rewards Plan.

An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating product sales and all activities related to generating product sales (including, but not limited to, building a Marketing Organization). Following an Affiliate's non-continuation of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Affiliate Agreement (all of these methods are collectively referred to as "Cancellation"), the former Affiliate shall have no right, title, claim, or interest to the Downline Marketing Organization which he or she operated, or any commission or bonus from the product sales generated by the Marketing Organization. Affiliates waive any and all rights, including, but not limited to, property rights, in the Marketing Organization which they may have had. Following an Affiliate's Cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold him or herself out as a 4Life Affiliate and shall not have the right to sell 4Life products. An Affiliate whose Affiliate Agreement is cancelled shall receive commissions and bonuses only for the last full bonus period he or she worked and qualified prior to Cancellation (less any amounts withheld during an investigation preceding an involuntary Cancellation).

10.2. Cancellation Due to Inactivity. Affiliates who produce less than the required Principal Volume (or "PV") as outlined in the Life Rewards Plan for any bonus period will not receive a commission for the sales generated through their Marketing Organization for that bonus period. If an Affiliate has not generated any Principal Volume for a period of six (6) consecutive calendar months (and thus becomes "inactive"), his or her Affiliate Agreement shall be canceled for inactivity following the last day of the sixth (6<sup>th</sup>) month of inactivity that is beyond the initial one (1) year period of the Agreement. Written confirmation of the Cancellation will not be provided by 4Life.

## 10. 不活躍與取消

10.1. 取消與終止的影響。只要會員保持參與活動並遵守會員協議和本政策的條款，4Life 即將根據 4Life 終身回饋計劃向會員支付佣金。

會員的花紅與佣金構成了會員進行產品銷售及與產品銷售有關所有活動的全部報酬（包括但不限於建立市場推廣組織）。在會員不續簽其會員協議、因為不活躍而取消，或自願或非自願取消（終止）其會員協議（所有這些方式被統稱為「取消」）後，上述會員對其經營的下線市場推廣組織，或該市場推廣組織銷售產生的任何佣金或花紅，即不具有權利、資格、要求或利益。會員放棄在其可能曾經擁有下線市場推廣組織中的任何與全部權利，包括但不限於財產權。當會員取消其會員協議後，上述會員不應再聲稱自己為 4Life 會員，且不應擁有銷售 4Life 產品的權利。取消會員協議的會員只能獲得其在取消前工作最後一個完整支付週期內工作且符合領取資格的佣金或花紅（扣除在非自願取消前進行調查時，扣留之任何金額）。

10.2. 因不活躍而取消。在任何花紅期內的銷售額低於 4Life 終身回饋計劃中規定之業績積分（Principal Volume, PV）會員，將不能獲得其市場推廣組織在該花紅期內產生的銷售佣金。若會員在連續六（6）個月的時間內未產生任何業績積分（並因此被認定為「不活躍」），其會員協議將因為不活躍而在超出協議最初一（1）年期限後不活躍的第六（6）個月的最後一天被取消。4Life 不提供取消的書面確認。



10.3. Involuntary Cancellation (Termination). An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by 4Life in its sole discretion, may result in disciplinary actions being taken against the Affiliate at 4Life's discretion. Such disciplinary actions may include, but are not limited to, the involuntary Cancellation of the offending Affiliate's 4Life Agreement and business. If the Affiliate's 4Life Agreement and business is cancelled, the Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, addressed to the Affiliate's last known address or that of his or her attorney, emailed to the Affiliate's email address on file with the Company, or when the Affiliate receives actual notice of Cancellation, whichever occurs first. 4Life reserves the right to withhold and/or permanently retain funds and prevent any roll-up depending on the individual circumstances surrounding each case.

10.4. Voluntary Cancellation. An Affiliate has a right to cancel at any time for any reason. Cancellation must be submitted in writing by mail, facsimile, or email to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address, and 4Life Identification Number. If a canceling Affiliate wishes to remain a Preferred Customer, he or she must contact 4Life's Customer Service Department to re-establish a Preferred Customer account. The Preferred Customer account must have the same Sponsor as the Affiliate Account. If an Affiliate wishes to re-enroll, such re-enrollment must be in accordance with Section 3.12 of these Policies.

10.3. 非自願取消（終止）。會員違反協議的任何條款（包括 4Life 自行決定進行的任何修訂），均可引致 4Life 對會員採取懲罰性制裁。此類懲罰性制裁包括但不限於會員之會員協議與業務的非自願取消。若會員之 4Life 協議及業務經取消，則取消將在書面通知郵寄、傳真或交付給快遞員、寄往會員最後已知地址或其律師地址、透過電郵傳送至會員在公司存檔之電郵地址，或會員收到實際取消通知之日生效，以先發生者為準。4Life 保留根據個案之具體情況預扣和/或永久扣留資金和阻止任何費用累積的權利。

10.4. 自願取消。會員有權隨時出於任何理由取消協議。取消必須已書面方式透過郵寄（寄送到公司的主要營業地址）、傳真或電郵的方式呈交給公司。書面通知必須包括會員的簽名、正楷姓名、住址及 4Life 識別號碼。若取消會員希望保留優惠客戶身分，其必須聯絡 4Life 的客服部門重新取得優惠客戶帳戶。該優惠客戶帳戶的推薦人需與會員帳戶之推薦人相同。若會員欲重新入會，則必須按本政策第 3.12 節相關規定進行重新入會。



## GLOSSARY OF TERMS

<b>Term</b>	<b>Definition</b>
<b>4Life</b>	The term “4Life” as it is used throughout the Agreement means <b>4LIFE RESEARCH HONG KONG LIMITED</b> (also referred to as the “Company.”).
<b>4Life Identification Number (or 4Life ID #)</b>	A unique number given to 4Life Preferred Customers and Affiliates used by the Company to identify them.
<b>4Life Income Disclosure Statement</b>	4Life’s income disclosure statement that is updated annually, located at 4life.com under “Resources.”
<b>Active Affiliate</b>	An Affiliate who makes a product or marketing material purchase from 4Life.
<b>Affiliate</b>	Independent contractor, who is not the purchaser of a franchise or a business opportunity. The Agreement between 4Life and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. An Affiliate shall not be treated as an employee for his or her services or for federal or state tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (express or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies, and applicable laws.
<b>Affiliate Agreement</b>	The Affiliate Application and Agreement.
<b>Agreement</b>	The contract between the Company and each Affiliate, which includes the Affiliate Application and Agreement, the 4Life Policies and Procedures, and the Life Rewards Plan, all in their current form and as amended by 4Life in its sole discretion. These documents are collectively referred to as the “Agreement.”
<b>Associated Individual</b>	Any member of an Affiliate’s Family Unit, and/or a corporation, partnership, limited liability company, trust, or other entity associated in any way with an Affiliate.
<b>Business Entity</b>	A corporation, partnership, limited liability company, or trust that is enrolled as an Affiliate.
<b>Business Entity Information Form</b>	The form used to transfer an Affiliate Account from an individual to a Business Entity. This form is located in 4Life’s back office under “Business Resources.”
<b>Cancellation</b>	An Affiliate’s non-continuation of his or her Affiliate Agreement for one of the following reasons: (1) cancellation for inactivity; (2) voluntary cancellation; or (3) involuntary cancellation (termination).
<b>Company</b>	The term “Company” as it is used throughout the Agreement means <b>4LIFE RESEARCH HONG KONG LIMITED</b> (also referred to as “4Life”).
<b>Compliance Department</b>	The department within 4Life that oversees compliance with these Policies. The email address for the Compliance Department is <a href="mailto:compliance@4life.com">compliance@4life.com</a> .
<b>Corporate Office</b>	4Life’s corporate office located at Units 1516-17, 15 / F, Tower II, Grand Century Place, 193 Prince Edward Road West, Mongkok, Kowloon, Hong Kong.
<b>Cross-Group Sponsoring</b>	The enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Preferred Customer enrollment or Affiliate Agreement on file with 4Life, or who has had such an agreement within the preceding six (6) calendar months (if Diamond rank or below), or twelve (12) calendar months (if Presidential Diamond rank or above).



<b>Customer Service Department</b>	The department within 4Life that assists Preferred Customers and Affiliates with all of their 4Life purchases and business needs. The Customer Service Department can be reached by telephone at 852-3892 9075, by facsimile at 852-3892 9462, or by email at hongkong@4life.com..
<b>Downline</b>	The Preferred Customers and Affiliates in a particular Affiliate's Marketing Organization.
<b>Downline Activity Report</b>	A report with information generated by 4Life that provide critical data relating to the management of a Affiliate's 4Life business, the identities of Affiliates, product sales information and enrollment activity of each Affiliate's Marketing Organization. Downline Activity Reports include the data contained in an Affiliate's MyShop account. The information is confidential and constitutes proprietary business trade secret information belonging to 4Life.
<b>Enroller</b>	An Affiliate who personally recruits another Affiliate and places the new Affiliate in his or her Downline. The Enroller of a new Affiliate may also be the new Affiliate's Sponsor.
<b>Enroller and Sponsor Transfer Form (Within First 10 Days of Enrollment)</b>	The form that is to be used within the first ten (10) days when an Affiliate enrolls and learns he or she is enrolled under the incorrect Enroller and/or Sponsor. This form is located in 4Life's back office under "Business Resources."
<b>Entity Documents</b>	The certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents, or other related documents of a Business Entity.
<b>External Website</b>	An Affiliate's own personal website, or other web presence that is used for an Affiliate's 4Life business, but which is not hosted on 4Life's servers and has no official affiliation with 4Life. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes 4Life products and/or the 4Life opportunity is considered an External Website.
<b>External Website Sales Agreement</b>	The form used for Affiliates to request 4Life's permission to own an External Website. This form is located in 4Life's back office under "Business Resources."
<b>Family Unit</b>	Spouses, domestic partners, and dependent children living at or doing business at the same address.
<b>Level</b>	The layers of Downline Preferred Customers and Affiliates in a particular Affiliate's Marketing Organization. This term refers to the relationship of a Preferred Customer or Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth Level.
<b>Life Points</b>	Every commissionable 4Life product is assigned a point value. Affiliate commissions are based on the total point value of products sold by each Affiliate and his or her Marketing Organization. Sales aids have no Life Point value.
<b>Life Points Center</b>	A location managed by an Affiliate authorized by 4Life to sell 4Life products to Affiliates, Retail Customers, and Preferred Customers.
<b>Life Rewards Plan</b>	4Life's compensation plan for Affiliates.
<b>Line</b>	A part of an Affiliate's Downline that starts with someone sponsored by that Affiliate and continues below that sponsorship.
<b>Marketing Organization</b>	Preferred Customers and Affiliates enrolled below a particular Affiliate.
<b>MyShop</b>	The complimentary MyShop account offered by 4Life. A Preferred Customer or Affiliate must login to 4Life's back office. Initially, the Preferred Customer's or Affiliate's default URL will be "www.4life.com/<Affiliate's 4Life ID #>." Upon approval from 4Life's Compliance Department, an Affiliate may change this default; however, the approval is subject to the terms of paragraph 3.2 of these Policies.
<b>Official 4Life Materials</b>	Literature, audio or video recordings, and other materials developed, printed, published and/or distributed by 4Life to Affiliates.





<b>Policies</b>	These Policies and Procedures.
<b>Preferred Customer</b>	A Preferred Customer has enrolled with 4Life as a Preferred Customer, has a Sponsor and Enroller, receives a 4Life Identification Number, and receives the benefit of purchasing 4Life products at a 25% discount from the Retail Price, amongst other benefits.
<b>Principal Volume (also known as "PV")</b>	Principal Volume is the total Life Points (LP) of an Affiliate for product purchases that: (a) the Affiliate purchases to consume or sell for a retail profit; and (b) the Affiliate's customers purchase on the Affiliate's MyShop or directly on the Affiliate's account.
<b>Product Price List</b>	4Life Product Price List for Affiliates, Preferred Customers, and Retail Customers who purchase directly from 4Life (as published and modified from time to time). Located at 4life.com and in printed form.
<b>Resalable</b>	With regard to 4Life products and sales aids, a product is Resalable if each of the following six elements are satisfied : (1) the product is unopened and unused; (2) the product packaging and labeling have not been altered or damaged; (3) the product bears a current label; (4) the product has not exceeded its expiration date; (5) the product has not been discontinued; and (6) the product is returned to 4Life within one (1) year from the date of purchase.
<b>Retail Customer</b>	A Retail Customer purchases products from 4Life or Affiliates at the Retail Price. A Retail Customer does not have a Sponsor or Enroller and does not have a 4Life Identification Number.
<b>Retail Price</b>	The recommended retail price designated in the 4Life Product Price List (as published and modified from time to time).
<b>Return Authorization Number</b>	All products returned to 4Life must have this number, which can be obtained by calling the Customer Service Department. This number must be written on each carton returned.
<b>Sale, Transfer or Assignment of 4Life Business Form</b>	The form used to transfer a Affiliate Account from one individual to another individual (or from one entity to another entity). This form is located in 4Life's back office under "Business Resources."
<b>Social Media</b>	Any type of online media that invites, expedites, or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, to rate, comment, or respond to content. Examples of Social Media include, but are not limited to, blogs, Facebook, Instagram, Twitter, LinkedIn, Pinterest, and YouTube.
<b>Sponsor</b>	The Affiliate who is another Affiliate's direct upline. The Sponsor of a new Affiliate may also be the new Affiliate's Enroller.
<b>Sponsor Transfer Request Form</b>	The form used when an Affiliate wishes to change Sponsors (which is rarely approved). Affiliates must contact the Customer Service Department to obtain a copy of this form.
<b>Wholesale Price</b>	The amount charged for 4Life products for Affiliates and Preferred Customers who purchase directly from the Company as designated in the 4Life Product Price List (as published and modified from time to time). The Wholesale Price is a 25% discount from the Retail Price.



名詞	定義
<b>4Life</b>	本協議中所提「4Life」一詞指的皆是美商福萊(香港)有限公司（亦稱為「公司」）。
<b>4Life 識別號（或 4Life ID #）</b>	公司用於識別 4Life 優惠客戶及會員的唯一編號。
<b>4Life 收入披露聲明</b>	4Life 的收入披露聲明每年更新，位於 4life.com 官網中的「資源」下。
<b>活躍會員</b>	向 4Life 訂購產品或銷售輔助資料的會員。
<b>會員</b>	獨立承包商，而非特許權或業務機會的購買者。4Life 與其會員之間的協議不構成公司與會員之間的僱主/員工關係、代理、合夥或聯合投資關係。會員不因為其服務或繳納聯邦或州稅款而被視為員工。所有會員均須為因身為公司會員而賺取的所有報酬支付地方、州與聯邦稅款。會員沒有權利（無論係明確的或隱含的權利）讓公司承擔任何義務。只要遵守會員協議的條款、本政策以及適用的法律，每位會員都可建立其銷售目標、時間和方法。
<b>會員協議</b>	會員申請書及協議。
<b>協議</b>	公司與每位會員之間的協議，包括會員申請與協議書、4Life 政策與程序、4Life 終身回饋計劃，並包括其現有形式及 4Life 自行決定進行的修訂。這些文件統稱為「協議」。
<b>會員個人</b>	會員的家庭成員，和/或在公司、合夥、股份有限公司、信託或其他業務實體中與會員有關的成員。
<b>業務實體</b>	以公司、合夥、股份有限公司、信託等加入成為會員。
<b>業務實體資訊表單</b>	會員帳戶從個人轉換為業務實體的表格。該表格位於 4Life 的後勤部門，在「業務資源」之下。
<b>取消</b>	會員基於下列原因之一，不再繼續其會員協議：（1）因不活躍而被取消；（2）自願取消；或（3）非自願取消（終止）。
<b>公司</b>	本協議中所提「公司」一詞係指美商福萊(香港)有限公司（亦稱「公司」或「4Life」）。
<b>合規部門</b>	4Life 內部負責監督執行本政策之部門。合規部門之電郵地址為 <a href="mailto:compliance@4life.com">compliance@4life.com</a> 。
<b>公司辦公室</b>	4Life 香港公司辦公室位於 香港九龍旺角太子道西 193 號新世紀廣場 2 期 15 樓 1516-17 室。
<b>搶線</b>	無論以直接、間接或其他方式，推薦已經有現有優惠客戶推薦或與 4Life 簽訂會員協議，或在前六個月內鑽石及其以下階銜（或前十二個月內總裁級鑽石及其以上階銜）擁有這種協議的個人或實體。
<b>客服部門</b>	4Life 協助優惠客戶及會員達成其 4Life 購買與業務需求之部門。可致電 (852)3892 9075、傳真 (852) 3892 9462 或電郵至 <a href="mailto:hongkong@4life.com">hongkong@4life.com</a> 與客服部門聯絡。
<b>下線</b>	特定會員市場推廣組織中之優惠客戶與會員。
<b>下線活動報表</b>	由 4Life 製作的資訊報表，提供與會員 4Life 業務管理、會員身分、產品銷售資訊及個別會員市場推廣組織的人會活動有關的關鍵資料。「下線活動報表」包括會員 MyShop 帳戶中包含的資料。該資訊為機密資訊，構成屬於 4Life 之專有商業秘密資訊。
<b>推薦人</b>	親自招聘另一會員並將其納入其下線的會員。新會員的推薦人亦可能是新會員的安置人。
<b>推薦人及安置人轉移表（在入會的前 10 天內）</b>	於會員入會並得知其遭錯誤推薦人和/或安置人入會後的前十（10）天內使用的表格。該表格位於 4Life 的後勤部門，在「業務資源」之下。



<b>實體文件</b>	業務實體之成立證書、組織章程細則、合夥協議、營運協議、信託文件或其他相關文件。
<b>外部網站</b>	會員自身個人網站或以會員的 4Life 業務為目的之其他網站，但該等網站並非架設於 4Life 的伺服器，且與 4Life 無正式關聯。除傳統網站外，於網誌平台上經營的網誌或網站，宣傳 4Life 產品和/或 4Life 的機會，皆被視為外部網站。
<b>外部網站銷售協議</b>	會員用於向 4Life 申請持有外部網站許可的表格。該表格位於 4Life 的後勤部門，在「業務資源」之下。
<b>家庭成員</b>	在相同的地址居住或開展業務的配偶和被撫養的子女。
<b>層級</b>	特定會員市場推廣組織中之下線優惠客戶與會員。此名詞係指優惠客戶或會員與特定上線會員的關係，由其間透過資助關係的會員數量決定。例如，若 B 為 A 的下線，C 為 B 的下線，D 為 C 的下線，E 為 D 的下線，那麼 E 就是 A 的第四層。
<b>積分</b>	每個被用來計算獎金的 4Life 產品均被指定一積分數值。會員佣金即根據每位會員及其市場推廣組織所售產品的總積分值而定。銷售輔助資料並無積分價值。
<b>積分中心</b>	由 4Life 授權的會員管理之地點，用於向會員、零售客戶與優惠客戶銷售 4Life 產品。
<b>4Life 終身回饋計劃</b>	4Life 的會員獎金計劃。
<b>線</b>	會員下線的一部分，始於會員所推薦的會員並向下延續。
<b>市場推廣組織</b>	在特定會員下入會的優惠客戶與會員。
<b>MyShop</b>	4Life 提供之免費 MyShop 帳戶。優惠客戶或會員必須登入 4Life 之後勤後台。一開始，優惠客戶或會員之預設網址為「 <a href="http://www.4life.com/">www.4life.com/</a> <會員的 4Life ID # >。」經 4Life 合規部門核准後，會員可更改此預設值；惟該核准受本政策第 3.2 段的條款所規範。
<b>官方 4Life 資料</b>	由 4Life 制定、列印、出版和/或分發予會員的文件、影音記錄以和其他資料。
<b>政策</b>	本政策與程序。
<b>優惠客戶</b>	入會成為 4Life 優惠客戶，並擁有安置與推薦資格，獲有 4Life 識別號，並能以零售價 25% 的折扣購買 4Life 產品，同時享有其他優惠。
<b>業績積分（亦稱「PV」）</b>	業績積分為會員符合下列條件購買之商品所累積之總積分（LP）：（a）會員購買自身使用或零售賺取利潤者；（b）會員客戶透過會員之 MyShop 或直接向會員帳戶購買者。
<b>產品價目表</b>	直接向 4Life 購買之會員、優惠客戶與零售客戶之 4Life 產品價目表（不時公佈與修改）。提供紙本形式，亦可於 <a href="http://4life.com">4life.com</a> 取得。
<b>可再販售</b>	產品和銷售輔助資料符合下列六項條件即可再販售：（1）產品未被開封和使用；（2）產品包裝及標籤無污損或破損；（3）產品為最新包裝；（4）未超過產品保存期限最少 3 個月；（5）產品仍在販售中；及（6）自向 4Life 購買產品日起算未超過一（1）年。
<b>零售客戶</b>	零售客戶以零售價格自 4Life 或會員處購買產品。零售客戶無安置人或推薦人，亦無 4Life 識別號。
<b>零售價格</b>	4Life 產品價目表（不時公佈和修改）中指定之建議零售價。
<b>退貨授權號碼</b>	所有退回 4Life 的產品必須具有此號碼，可透過致電客服部門獲得。必須在退回的每個包裝箱上書寫該號碼。



<b>4Life 業務的出售、轉移或轉讓表</b>	用於將會員帳戶從一人轉移至另一人（或從一個業務實體到另一個業務實體）的表格。該表格位於 4Life 的後勤部門，在「業務資源」之下。
<b>社交媒體</b>	與傳統提供內容，但不允許讀者/觀眾/聽眾參與內容的創作或開發、不允許對內容進行評級、評論或回應之媒體不同，任何可邀請、加快或允許對話、評論、評級和/或使用使用者開發之內容的網上媒體類型。社交媒體的範例包括但不限於網誌、臉書、Instagram、推特、LinkedIn、Pinterest 及 YouTube。
<b>推薦人</b>	身為另一會員直接上線之會員。新會員的 <b>推薦人</b> 亦可擔任新會員的安置人。
<b>安置人轉移申請表</b>	用於會員欲變更安置人時使用的表格（很少被允許）。會員必須聯絡客服部門以取得此份表格。
<b>批發價格</b>	根據 4Life 產品價目表（不時公佈和修改）中，自公司直接購買之會員及優惠客戶所實際收取的 4Life 產品費用金額。批發價格為零售價格折扣 25% 後之價格。