



play

CARE HEALTH

**POLICIES AND PROCEDURES**

2022 | version

# table of contents

## 1.0 INTRODUCTION

1.1 Mutual Commitment Statement .....	4
1.2 Code of Ethics .....	4
1.3 The Player Agreement .....	6
1.4 Amendments to the Player Agreement .....	6

## 2.0 BASIC PRINCIPLES

2.1 Becoming a PlayCare Health Player .....	7
2.2 Player Enrollment .....	7

## 3.0 PLAYCARE HEALTH PLAYER RESPONSIBILITIES

3.1 Correct Address .....	8
3.2 Training and Leadership .....	8
3.3 Sponsorship .....	8
3.4 Unethical Sponsoring .....	9
3.5 Cross Sponsoring Prohibition .....	10
3.6 Solicitation for Other Companies and Product .....	10

## 4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted .....	11
4.2 PlayCare Health Account Renewals and Termination of the Player's Play Care Health Account Due to Nonpay ment of the Annual Membership Renewal Fee .....	11
4.3 Effect Termination .....	11
4.4 Modifying a Player's PlayCare Health Account .....	11
4.5 Unauthorized Transfer & Re-Enrollment .....	12
4.6 Change of Sponsor or Placement for Players .....	12
4.7 Change of Organizations .....	12
4.8 Placement Lounge .....	12
4.9 Voluntary Termination .....	13
4.10 Involuntary Termination .....	13

## 5.0 BUSINESS ENTITIES

5.1 Definition .....	14
5.2 Indemnification for Actions .....	14
5.3 Insurance .....	14

## 6.0 POLICY VIOLATION

6.1 Reporting Policy Violation .....	15
6.2 Adherence to the PlayCare Health Compensation Plan .....	15
6.3 Adherence to the Laws and Ordinances	15
6.4 Compliance with Applicable Tax Laws	15
6.5 One PlayCare Health Account Per Player	16
6.6 Actions of Household Members or Affiliated Parties .....	16
6.7 Identification Numbers and Pay-Out	16
6.8 Sale, Assignment, or Delegate Ownership .....	16
6.9 Separating a PlayCare Health Business	17
6.10 Succession .....	18

## 7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action — Purpose .....	19
7.2 Consequences and Remedies of Breach	19
7.3 Suspension Procedures .....	23

## 8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Player .....	21
8.2 Mediating Disputes Between a Player and PlayCare Health .....	22
8.3 Severability .....	22
8.4 Waiver .....	22
8.5 Governing Law .....	23
8.6 Class Action Waiver .....	23

## 9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications	24
9.2 Computation of Commissions and Discrepancies .....	24

# table of contents

9.3 Adjustments to Bonuses and Commissions for Returned Products or Player Memberships .....	24	14.3 Use of Companies Names and Protected Materials .....	32
<b>10.0 ORDERING PRODUCT</b>		14.4 Faxes and Email — Limitations .....	34
10.1 General Product Ordering Policies .....	25	14.5 Internet and Third-Party Website Restrictions .....	35
10.2 Sales to Customers .....	25	14.6 Advertising and Promotional Materials .....	36
10.3 Insufficient Funds .....	26	14.7 Testimonial Permission .....	37
10.4 Credit Card Purchases .....	26	14.8 Telemarketing — Limitations .....	37
10.5 Sales Tax Obligation .....	26	<b>15.0 INTERNATIONAL MARKETING</b>	
10.6 Refund Policy .....	26	15.1 International Marketing Policy .....	38
10.7 Return Process .....	28	<b>16.0 AUTOSHIP CANCELLATION</b> .....	38
<b>11.0 PLAYCARE SCIENCE OPPORTUNITY</b>		<b>17.0 SHIPPING POLICY</b> .....	39
11.1 Presentation of Compensation Plan ...	29	<b>18.0 GLOSSARY OF TERMS</b> .....	40
11.2 Sales Requirement Are Governed by the Compensation Plan .....	29		
<b>12.0 PROPRIETARY INFORMATION &amp; TRADE SECRETS</b>			
12.1 Reports .....	30		
12.2 Obligation of Confidentiality .....	30		
12.3 Breach and Remedies .....	30		
12.4 Return of Materials .....	30		
<b>13.0 PRIVACY POLICY</b>			
13.1 Introduction .....	31		
13.2 Expectation of Privacy .....	31		
13.3 Employee Access to Information .....	31		
13.4 Restrictions on the Disclosure of Account Information .....	31		
<b>14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF PLAYCARE HEALTH AND TRADEMARKS</b>			
14.1 Inspection, Product Care, and Quality Controls .....	32		
14.2 Labeling, Packaging, and Displaying Products .....	32		



# 1.0 introduction



## 1.1 MUTUAL COMMITMENT STATEMENT

- a) **PlayCare Health, Inc.**, (hereinafter referred to as “PlayCare Health” or “Company”) strives to develop a long-term and mutually rewarding relationship with its Players and Customers. In the spirit of mutual respect and understanding, PlayCare Health is committed to:
- i. Providing prompt, professional, and courteous service to its Players and Customers;
  - ii. Providing the highest level of quality products, at fair and reasonable prices;
  - iii. Exchanging or refunding the purchase price of any product, service, or membership as provided in PlayCare Health’s return policies contained herein;
  - iv. Delivering orders promptly and accurately;
  - v. Paying commissions accurately and on a timely basis;
  - vi. Expediting orders if an error or unreasonable delay occurs;
  - vii. Maintaining a mutually beneficial Compensation Plan;
  - viii. Implementing changes to the Compensation Plan or this Statement of Policies and Procedures (the “Policies and Procedures”) with input from Players and/or Customers (*Note: such changes will be effective thirty (30) days after the date any such changes are published by PlayCare Health*)
  - ix. Supporting, protecting, and defending the integrity of the PlayCare Health Business Opportunity;

b) **In return, PlayCare Health expects that its Players will:**

- i. Conduct themselves in a professional, honest, and considerate manner;
- ii. Present PlayCare Health Corporate and PlayCare Health product information in an accurate and professional manner;
- iii. Present the Compensation Plan and return and exchange policies in a complete and accurate manner;
- iv. Not make exaggerated income or product claims;
- v. Make reasonable effort(s) to support and train other Players and Customers in their downline;
- vi. Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
- vii. Provide positive guidance and training to PlayCare Health Players and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Player is discouraged from providing cross-line training to other Players or Customers in a different Organization without first obtaining the consent of the Player’s or Customer’s upline leader;
- viii. Support, protect, and defend the integrity of the PlayCare Health’s business opportunity.

## 1.2 CODE OF ETHICS

- a) PlayCare Health desires to provide its independent Players with the best products and Compensation Plan in the industry. Accordingly, PlayCare Health values



constructive criticism and encourages the submission of written comments addressed to the PlayCare Health Compliance Department.

- b) Player's negative and disparaging comments about PlayCare Health, its products, these Policies, or Compensation Plan, made to PlayCare Health, or to the field or at any PlayCare Health meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Players and Customers. PlayCare Health Players must not belittle PlayCare Health, fellow PlayCare Health Players, PlayCare Health products or services, the Compensation Plan, or any and all PlayCare Health directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may result in suspension or termination of the offending Player Account.

c) **PlayCare Health endorses the following code of ethics:**

- i. A PlayCare Health Player must show fairness, tolerance, and respect to all people associated with PlayCare Health, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
- ii. A Player shall strive to resolve business issues, including conflicts or disagreements with Upline and/or downline Organization Player with tact, sensitivity, and goodwill, and taking care not to create additional conflict.
- iii. PlayCare Health Players must be honest, responsible, professional, and conduct themselves with integrity.

- iii. PlayCare Health Player shall not make disparaging statements about PlayCare Health, other Players, PlayCare Health employees, product suppliers or agents, products, services, sales, and marketing campaigns, or the Compensation Plan.

- iii. PlayCare Health Players shall not make statements that unreasonably offend, mislead or coerce others.

- d) PlayCare Health may take appropriate action against a Player if it determines, in its sole discretion, that a Player's conduct is detrimental, disruptive, or injurious to PlayCare Health or other Players.

## 1.0 introduction (continued)



### 1.3 THE PLAYER AGREEMENT

- a) Throughout these Policies & Procedures, when the term “Agreement” is used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto: (i) PlayCare Health Policies and Procedures; and (ii) PlayCare Health Compensation Plan.
- b) It is the responsibility of the Sponsoring Player to provide the most current version of these Policies and Procedures (available on the PlayCare Health website), the Income Disclosure Statement, the Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Player. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.
  - i. Posting on the official PlayCare Health website;
  - ii. Electronic mail (e-mail); or
  - iii. Any PlayCare Health communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or PlayCare Health App).

### 1.4 AMENDMENTS TO THE PLAYER AGREEMENT

- a) Because federal, state, and local laws, as well as the business environment, periodically change, PlayCare Health reserves the right to amend the Agreement as set forth on its website in its sole and absolute discretion. Notification of amendments shall appear in official PlayCare Health materials, PlayCare Health website, social media outlets, and/or Player's back office.
- b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
  - i. Posting on the official PlayCare Health website;
  - ii. Electronic mail (email); or
  - iii. Any PlayCare Health communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or PlayCare Health App).

### 2.1 BECOMING A PLAYCARE HEALTH PLAYER

- a) **To become a Player, an applicant must:**
- i. Be of the age of majority (not a minor) in his or her state of residence;
  - ii. Reside or have a valid address in the United States or U.S. territory in which PlayCare Health is licensed to operate.
  - iii. Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (EIN);
  - iv. Enter a verified mobile phone number, which is not in use or associated with any other PlayCare Health accounts, which will be verified through a verification code sent to the applicant's mobile phone number.
  - v. Acknowledge and agree to all communications sent by PlayCare Health, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to "opt-out" of these communications.

### 2.2 NEW PLAYER ENROLLMENT

- a) A potential new Player may self-enroll on any Player/Sponsor's website, subject to acceptance by PlayCare Health of the applicant's online enrollment confirming the applicant has agreed to all terms and conditions of the Player Agreement.
- b) Electronically submitted and/or signed documents, including, but not limited to, online submissions, automated credit card processing authorization documents, and the Player Agreement are legally binding contracts that must not be altered, tampered with, or changed in any manner after they have been signed and/or submitted. False or misleading information, forged signatures, or alterations to any document, including business registration forms, may lead to sanctions, up to and including involuntary termination of the offending Player's Account.
- c) An applicant enrolling with PlayCare Health must identify a Sponsor in the online enrollment process. If the applicant later enrolls and identifies a different Sponsor, PlayCare Health will not accept the later enrollment. PlayCare Health reserves the right, at its sole discretion, to make the final decision with respect to any disputes regarding Player enrollments and Sponsors.



## 3.0 playcare health player responsibilities



### 3.1 CORRECT ADDRESS

- a) It is the responsibility of the Player or Customer to make sure PlayCare Health has the correct shipping address before any orders are shipped.
- b) A Player and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by PlayCare Health Support Team.

### 3.2 TRAINING AND LEADERSHIP

- a) Sponsoring Players should have ongoing contact and communication with the Players in their downline Organizations. Examples of communication may include but are not limited to, newsletters, written correspondence, personal telephone calls, team conference calls, voicemail, e-mail, personal meetings, training sessions, events, workshops, and any other related functions.
- b) A Sponsoring PlayCare Health Player should monitor the Player in his or her downline Organizations to ensure that downline Players do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, a Sponsoring Player must provide documented evidence to PlayCare Health of his or her ongoing fulfillment of the responsibilities set forth in this Section 3.2.
- c) Up-line Players are encouraged to educate and train new Players about PlayCare Health's products and services, effective sales techniques, the Compensation Plan, along with compliance with these Policies and Procedures, and any and all social media guidelines or any other guidelines issued by PlayCare Health. Marketing product is a required activity in PlayCare Health and must be emphasized in all Recruiting presentations.
- d) Use of Sales Aids. To promote PlayCare Health products and the PlayCare Health business

opportunity, Players are encouraged to use the sales aids and support materials produced or expressly authorized by PlayCare Health. Players may use and publish marketing materials they design only after such materials have been approved by PlayCare Health. A Player's unauthorized use of sales aids or promotional materials, including but not limited to Internet advertising, social media marketing on Facebook, Instagram, and like, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate any number of statutes or regulatory laws governing how PlayCare Health's products or business opportunity may be marketed is a violation of these Policies and Procedures and may result in immediate termination of the publisher's PlayCare Health Account. Any such violations could jeopardize the PlayCare Health's opportunity for all Players. Accordingly, Players must submit via email all sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to PlayCare Health's Compliance Department for approval prior to use at [compliance@playcarehealth.com](mailto:compliance@playcarehealth.com). Unless the Player receives specific written approval to use the material(s), the request shall be deemed denied. All Players shall safeguard and promote the good reputation of PlayCare Health and its products. The marketing and promotion of PlayCare Health, the PlayCare Health opportunity, the Compensation Plan, and PlayCare Health products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

### 3.3 SPONSORSHIP

- a) The Sponsor (aka Enroller) is the person who introduces a Player or Customer to PlayCare Health, helps them complete their enrollment, and supports and trains those in their downline.



- b) PlayCare Health recognizes the Sponsor as the name shown on an applicant's first enrollment submission to PlayCare Health.
- c) An applicant may not enroll with PlayCare Health as a Player without personally accepting and agreeing to the terms and conditions of the PlayCare Health Agreement.
- d) PlayCare Health recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but PlayCare Health will not allow Players to engage in unethical sponsoring activities.
- e) All active Players in good standing have the right to Sponsor and enroll others into PlayCare Health. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Player will approach the same prospect. In this scenario, the new prospect should be Sponsored by the first Player who presented a comprehensive introduction to PlayCare Health products or business opportunity.
- d) In the event of a dispute regarding Sponsorship, PlayCare Health reserves the right to designate a prospect's Sponsor and all such determinations are final.

### 3.4 UNETHICAL SPONSORING

- a) Unethical sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Player away from a fellow Player or influencing another Player to transfer to a different sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the PlayCare Health Compliance Department within the first 30 days of the new Player enrollment in question. If the reports are substantiated, PlayCare Health may transfer the Player or

the Player's downline to another Sponsor or Organization without approval from the current up-line Sponsor. PlayCare Health remains the final authority in such cases.

- c) PlayCare Health prohibits the unauthorized manipulation of the PlayCare Health Compensation Plan and/or marketing plan to trigger commissions or cause the promotion of a downline Player in an unearned manner (hereinafter, "Stacking."). For example, Stacking occurs when a Sponsor places Player(s) under an inactive downline without the Player's knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense that may result in immediate termination of Accounts of all Players, individuals, and/or entities found to be involved.
- d) Any Player who solicits or entices members of another direct sales PlayCare Health to sell or distribute PlayCare Health products and services bears the risk of being sued by the other direct sales PlayCare Health. If any lawsuit, arbitration, or mediation is brought against a Player alleging that they engaged in inappropriate Recruiting of another Player's sales force or customers, PlayCare Health will not pay any of the Player's defense costs or legal fees, nor will PlayCare Health indemnify the Player for any judgment, award, or settlement.



## 3.0 playcare health player responsibilities (continued)



### 3.5 CROSS SPONSORING PROHIBITION

- a) “Cross sponsoring” is defined as the enrollment into a different Line of Sponsorship of an individual, or Business Entity, that was already previously enrolled as a Player. Actual or attempted Cross Sponsoring is strictly prohibited and may result in termination of the offending Player’s Account.
- b) Enrollment through use of a Spouse or relative’s name, trade name, assumed name, Business Entity, or fictitious identification of any kind to evade or circumvent this Cross Sponsoring Policy is strictly prohibited.
- c) This Policy does not prohibit the transfer of a PlayCare Health Account and business in accordance with the Transfer of Sale or Transfer Policy set forth in these Policies.
- c) During the term of this Agreement, any PlayCare Health Player must not sell or entice others to sell, any competing products or services, including training materials, to PlayCare Health Customers or Player. Subject to the definition of Competing Products in the Glossary below, any product or service in the same category as a PlayCare Health product or service is deemed to be competing regardless of differences in cost or quality.
- d) A Player may sell non-competing products or services to the PlayCare Health Customers and Players that they personally sponsored.
- e) A Player may not display or bundle PlayCare Health products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Player into believing there is a relationship between the PlayCare Health and non-PlayCare Health products and services.

### 3.6 SOLICITATION FOR OTHER COMPANIES OR PRODUCTS

- a) A PlayCare Health Player and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities, as long as it is not a Competing Product as defined herein. However, during the Term of this Agreement and for six (6) months thereafter, a PlayCare Health Player may not recruit any fellow PlayCare Health Player or Customer for any other direct sales or network marketing business, unless that fellow Player or Customer was personally sponsored by such Player.
- b) The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Player, or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Player’s actions are in response to an inquiry made by another Player or Customer.
- f) A PlayCare Health Player may not offer any non-PlayCare Health opportunity, products, or services at any PlayCare Health-related meeting, live or virtual, event, seminar, or convention that other PlayCare Health Players or Customers are known to be attending, or immediately following a PlayCare Health event.
- e) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between PlayCare Health and its Players and would inflict irreparable harm on PlayCare Health. In such event, PlayCare Health may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Player or such Player’s positions including termination, or seek immediate injunctive relief without the necessity of posting a bond in addition to any other legal remedies to which PlayCare Health may be entitled.

## 4.0 agreements & general understandings ∞∞∞ CARE HEALTH

### 4.1 RIGHTS GRANTED

- a) PlayCare Health hereby grants to the Player a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
  - i. Purchase PlayCare Health products and services;
  - ii. Promote and sell PlayCare Health products and services; and
  - iii. Sponsor new Players and Customers in countries where PlayCare Health is currently authorized to do business or becomes authorized to do business in the future.
- b) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Player, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as a Player.

### 4.2 PLAYCARE HEALTH ACCOUNT RENEWALS AND TERMINATION OF THE PLAYER'S PLAYCARE HEALTH ACCOUNT DUE TO NONPAYMENT OF THE ANNUAL MEMBERSHIP RENEWAL FEE.

- a) A Player must pay a membership fee upon enrolling with PlayCare Health and a membership renewal fee on an annual basis thereafter. If a Player fails to pay the annual membership renewal fee within two weeks of when it is due, the Player's Account will be downgraded to CUSTOMER not being eligible to earn any commissions and/or bonuses associated to the account. If the (now) CUSTOMER pays the annual membership renewal fee within 8 weeks of when it was due, they can resume their role as PLAYERS on the same spot they had, and start accruing commissions from that moment on. No lost commissions from pay periods during the time he/she was a CUSTOMER will be paid retroactively. If the Player fails to renew their

Annual Membership Fee within 8 weeks of when it was due, the Player (now CUSTOMER) will lose any and all rights to the Account downline Organization, and any commissions and/or bonuses associated therewith even if the Player chooses to buy the Membership renewal fee, later on, they'll be placed on the next available node in the Tree, which may mean to end up below people who may have been part of their downline in the past.

### 4.3 EFFECT OF TERMINATION

- a) **Following voluntary or involuntary termination of a Player's PlayCare Health Account (collectively, "termination") such Player:**
  - i. Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the Player's former Organization or any other payments in association with the Player's terminated Account;
  - ii. Effectively waives any and all claims to property rights or any interest in or to the Player's former Downline Organization; and
  - iii. Shall receive commissions and bonuses only for the last full pay period in which the Player was active prior to termination, less any amounts withheld during an investigation preceding an involuntary termination, and less any other amounts owed to PlayCare Health.

### 4.4 MODIFYING A PLAYER'S PLAYCARE HEALTH ACCOUNT

- a) A Player may modify his or her existing PlayCare Health Account to add a Spouse or partner to the Player's Account or change the form of ownership from an individual to a Business Entity by submitting a written request to PlayCare Health's Support Department to make such modification.

## 4.0 agreements & general understandings (continued)



### 4.5 UNAUTHORIZED TRANSFER & RE-ENROLLMENT

- a) In the event a Player discovers that a Player in their downline has re-enrolled under a different Player, the Player has thirty (30) days from the date the downline Player enrolled under a new Player to notify the PlayCare Health Compliance department and request the downline Player be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to re-claim a new Player to his or her downline will be waived.

### 4.6 CHANGE OF SPONSORS FOR PLAYER

- a) Sponsor changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the Sponsor as well as the Player to be moved and in some cases the Upline Player.
- b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within seventy-two (72) hours from the time of enrollment. Sponsor corrections must be requested from the Player's back office of the current (original) Sponsor, stating the reason that the correction needs to be made.
- c) At the discretion of PlayCare Health, Players who have not ordered products or services for at least six (6) months, and whose Account has not been terminated, are eligible to re-enroll in PlayCare Health under the Sponsor of their choice.
- d) When a former Player re-enrolls with PlayCare Health, PlayCare Health will "compress" (close) the Player's original Account, and a new PlayCare Health User ID number will be issued to the Player. In this scenario, a Player does not retain former rank, downline Organization,

or rights to commissions from the Player's former PlayCare Health business or Account.

- e) PlayCare Health reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary in its sole discretion.

### 4.7 CHANGE ORGANIZATIONS

- a) If a Player wishes to change Organizations within PlayCare Health, he or she must submit a notice of voluntary termination to the PlayCare Health Customer Support Department in accordance with Section 4.8 (below) and remain inactive (place no orders or be on an auto-ship) with or in PlayCare Health for six (6) months from the receipt of the notice before being eligible to re-enroll under a different Sponsor.
- b) PlayCare Health retains the right to approve or deny any request to re-enroll after a Player's termination. Players within the same downline Organization simultaneously submitting notices of voluntary termination to transfer Organization in accordance with Section 4.7(a) will be deemed an abuse of these Policies.
- c) If re-enrollment is approved, the former Player will be issued a new PlayCare Health User ID after accepting and agreeing to the terms of the Player Agreement in effect at that time. The re-enrolled Player will not be entitled to keep any former rank, downline, or rights to commissions associated with the Player's prior PlayCare Health User ID/Account.

### 4.8 PLACEMENT TREE

- a) When you personally enroll a Player, they are automatically placed in your Placement Tree according to your preset preferences.
- b) You, (The Enroller) have up to the end of the weekly period or until another Player is placed underneath the Player you just enrolled,

(whichever happens first) to modify the placement spot of your recently enrolled Player using the Placement tool in your back office. Once the weekly period has ended or once another Player is placed underneath your new Player, they cannot be moved.

## 4.9 VOLUNTARY TERMINATION

- a) **A Player may immediately terminate his or her Account and PlayCare Health business associated therewith by submitting a written notice via email to the PlayCare Health Support Department support@playcarehealth.com. The written notice must include the following:**
- i. Statement of the Player's intent to terminate the Account;
  - ii. Date of termination;
  - iii. Player's PlayCare Health User ID;
  - iv. Reason(s) for terminating the Account, and
  - v. Player's signature.
- b) A Player may not use voluntary termination as a way to immediately change Sponsors. A Player who has voluntarily terminated an Account is not eligible to re-enroll with PlayCare Health or have any financial interest in a or any PlayCare Health business for six (6) months from the receipt of the written notice of termination. A terminated Player who promotes PlayCare Health products or services during the six (6) month waiting period by using another Player's or Customer's referral code is in violation of the provision and shall not be permitted to re-enroll until six (6) months following any such offending conduct has ceased.

## 4.10 INVOLUNTARY TERMINATION

- a) **PlayCare Health reserves the right to terminate a Player's position for, but not limited to, the following reasons:**

- i. Violation of any provision of the Player Agreement;
  - ii. Violation of any applicable law, ordinance, or regulation related to the Player's PlayCare Health business;
  - iii. Engaging in unethical business practices or violating standards of fair dealing; or
  - iv. Returning over \$500 worth of PlayCare Health products, services, and/or sales tools for a refund within a twelve (12) month period.
- b) PlayCare Health will notify the Player in writing via email certified mail, return receipt requested, or overnight documented mail, at the Player's last known address of Player's intent to terminate the Player's position and the reasons for termination. The involuntary termination will be effective date as of the written notice.
- c) The former Player shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any PlayCare Health products or services. PlayCare Health will notify the active Upline Sponsor within ten (10) days after termination. The Organization of the terminated Player will "roll-up" to the active Upline Sponsor on record.
- c) The Player who is involuntarily terminated by PlayCare Health may not re-enroll as a Player, either under his or her present name or any other name or Business Entity, without the express written consent of an officer of PlayCare Health, following a review by the PlayCare Health Compliance Committee. If such consent is granted, the Player may not re-enroll as a Player for twelve (12) months following the date of termination.



## 5.0 business entities



### 5.1 DEFINITION

- a) A corporation, partnership, limited liability company, or trust (collectively, a “Business Entity”) may apply to be a PlayCare Health Player.
- b) A PlayCare Health Player may change their status under the same Sponsor from an individual to a Business Entity in accordance with Section 4.4 of these Policies.

### 5.2 INDEMNIFICATION FOR ACTIONS

- a) A Player is fully responsible for all of his or her verbal and written communications made regarding PlayCare Health products, services, and the Compensation Plan that are not expressly contained within official PlayCare Health materials. Players shall indemnify and hold harmless PlayCare Health, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by PlayCare Health as a result of the Player’s unauthorized representations or actions. This provision shall survive the termination of the PlayCare Health Player Agreement and a PlayCare Health Account.

### 5.3 INSURANCE

- a) PlayCare Health encourages Players to obtain insurance coverage for their PlayCare Health business. A homeowner’s insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Players should contact their insurance agent to make certain their business property is protected. In many instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner’s policy.

## 6.0 policy violations

### 6.1 REPORTING POLICY VIOLATION

- a) A Player who observes a violation of these Policies and Procedures by another Player or Customer should submit any such violation(s) to the PlayCare Health Compliance Department via email to **compliance@playcarehealth.com**. The email should include:
  - i. The nature of the violation(s);
  - ii. Specific facts to support the allegations;
  - iii. Dates;
  - iv. Number of occurrences;
  - v. Persons involved; and
  - vi. Supporting documentation.
- b) The Compliance Department will investigate the reported violations(s) and PlayCare Health will take appropriate action if warranted.

### 6.2 ADHERENCE TO THE PLAYCARE HEALTH COMPENSATION PLAN

- a) A Player must adhere to the terms of the PlayCare Health Compensation Plan.
- b) A Player shall not offer the PlayCare Health opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official PlayCare Health Literature.
- c) A Player shall not require or encourage a current or prospective Player to participate in PlayCare Health in any manner that varies from the Compensation Plan as set forth in official PlayCare Health literature.
- d) A Player shall not require or encourage a current or prospective Player to make a purchase from or payment to any individual or other entity as a condition to participating in the PlayCare Health Compensation Plan.

### 6.3 ADHERENCE TO LAWS AND ORDINANCES

- a) Many cities, counties, and townships have laws regulating certain home-based businesses. Players and Customers shall comply with all federal, state, and local laws, ordinances, and regulations in conducting his or her PlayCare Health business.
- b) A Player understands and agrees that he/she/it is solely responsible for any and all fines and liabilities incurred as a result of the Player's or Customer's violation(s) of applicable laws, regulations, and/or ordinances.

### 6.4 COMPLIANCE WITH APPLICABLE INCOME TAX LAWS

- a) A Player accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as a Player, and further agrees to indemnify PlayCare Health from any failure to pay such taxes when due. PlayCare Health encourages Players to consult with his/her/its tax advisor(s) to ensure they are compliant with all applicable laws and understand the tax consequences of a PlayCare Health business.
- b) If a Player's business is tax-exempt, the Federal Tax-ID (EIN) must be provided to PlayCare Health in writing along with any additional documentation requested reflecting such status.
- b) PlayCare Health is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of \$600.00 or more.



## 6.0 policy violations (continued)



### 6.5 ONE PLAYCARE HEALTH BUSINESS PLAYER

- a) A Player may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) PlayCare Health Account. No individual (together with their spouse) may have, operate or receive compensation from more than one PlayCare Health Account and business associate therewith. Individuals of the same Family Unit, excluding spouses, may each enter into or have an interest in their own separate PlayCare Health Account, only if each subsequent family position is placed frontline to the first family member enrolled. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

### 6.6 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED PARTIES

- a) If any member of a Player's immediate household engages in any activity which, if performed by the Player, would violate any provision of the Player Agreement, such activity will be deemed a violation by the Player, and PlayCare Health may take disciplinary action pursuant to these Policies and Procedures against the Player. Likewise, if a Player is a Business Entity, any owner, member, officer, and/or Player of that Business Entity shall be personally and individually bound to and must comply with, the Player Agreement.

### 6.7 IDENTIFICATION NUMBERS AND PAY-OUT

- a) Each Player is required to provide a Social Security Number or Federal Tax-ID if located in the United States or any of its territories to PlayCare Health at the time Player initiates a transfer of funds or earnings accumulated in the Players Wallet. The transferring and disbursement of commission payments or

bonuses acquired is known as a "Pay-Out" and PlayCare Health reserves the right to withhold Pay-Out from any Player who fails to provide a valid Social Security Number or Federal Tax-ID (EIN) or who provides false information.

- b) Upon enrollment, PlayCare Health will provide a PlayCare Health User ID to the Player. This number will be used to place orders, structure Organizations, and track commissions and bonuses.

### 6.8 SELL, ASSIGN OR DELEGATE OWNERSHIP

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for PlayCare Health to place restrictions on the transfer, assignment, or sale of a Player's PlayCare Health Account and business associated therewith.
- b) A Player may not sell, assign, or transfer his or her rights or delegate his or her Account as a Player without PlayCare Health's prior written approval, which will not be unreasonably withheld. All parties involved in any transaction described in Section 6.8 must be in good standing with PlayCare Health to be eligible for any proposed sale, assignment, or transfer. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of PlayCare Health.
- c) Any approved buyer/assignee/transferee shall assume the position of the Player at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Player's downline Organization.
- d) To the sale, transfer, or assignment of a PlayCare Health position, a Player must request a "Sale/Transfer of Position Form" from PlayCare Health's Support Department and submit the following items to PlayCare Health's Compliance Department:

- i. a fully executed, dated, and properly completed PlayCare Health Sale/Transfer of Position Form;
  - ii. a fully executed, dated, and notarized agreement between the Player and the proposed buyer/transferee/assignee; and.
  - iii. any additional supporting documentation requested by PlayCare Health.
- e) Any debt obligations that any party involved in the proposed transaction may have with PlayCare Health must be satisfied in full prior to the approval of the sale, transfer, or assignment.
- f) A Player who sells, transfers, or assigns his/her/ PlayCare Health's position is not eligible to re-enroll as a PlayCare Health Player in any organization for six (6) full calendar months following the date of the sale, transfer, or assignment except as otherwise expressly permitted by these Policies and Procedures.

## 6.9 SEPARATING A PLAYCARE HEALTH BUSINESS

- a) Pending a divorce or dissolution of a Business Entity, the parties must adopt one of the following methods of operation:
- i. One of the parties may, with the written consent of the other(s), operate the PlayCare Health business whereby the relinquishing Spouse, shareholder, partner, member, or trustee ("Relinquishing Party") authorize PlayCare Health to deal directly and solely with the non-Relinquishing Party.
  - ii. The parties may continue to operate the PlayCare Health business jointly on a "business as usual" basis. All compensation paid by PlayCare Health will be paid into the Individual(s) or Business Entity named as the Player on the Account and the

Player shall indemnify PlayCare Health from any and all claims of any other party with respect to the PlayCare Health business and Account and any payment(s) made in connection therewith.

- b) PlayCare Health recognizes only one downline Organization and will issue only one commission payment transfer per PlayCare Health Account per commission cycle. Under no circumstances will the downline of an Organization be divided, nor will PlayCare Health split commissions and/or bonuses.
- c) If a Relinquishing Party, has completely relinquished, in writing, all rights to the original PlayCare Health business and Account, the Relinquishing Party may immediately thereafter re-enroll under the Sponsor of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Player or active Customer in the former Organization, and must develop a new business in the same manner as any other new PlayCare Health Player. A Player in the Relinquishing Party's former Downline who wishes to transfer to the Relinquishing Party's new Organization or to any other Organization must comply with the requirements in Section 4.0.



## 6.0 policy violations (continued)



### 6.10 SUCCESSION

- a) The Player Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b) Upon the death or incapacity of a Player, the Player's business may be passed on to his or her legal successors in interest ("Successor"). Whenever a PlayCare Health business is transferred by a will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Player's Sales Organization. The Successor must:
  - i. Accept and agree to all the terms of the Player Agreement;
  - ii. Comply with the terms and provisions of the Player Agreement; and
  - iii. Meet all of the qualifications for the last rank achieved by the former Player.
- c) Any bonus and commissions transferred pursuant to this section will be paid in a single transfer to the successor. The successor must provide PlayCare Health with an "address of record" to which all bonus and commission Pay-Out will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- d) If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Tax ID (EIN). PlayCare Health will issue all bonus and commission payments to the managing Business Entity only.
- e) Appropriate legal documentation must be submitted to PlayCare Health Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a PlayCare Health business, the Successor must provide the following to PlayCare Health Compliance Department:
  - i. A certified copy of the death certificate; and
  - ii. A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the PlayCare Health business.
- f) To complete a transfer of the PlayCare Health business because of incapacity, the Successor must provide the following to the PlayCare Health Compliance Department:
  - i. A notarized copy of an appointment as trustee;
  - ii. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the PlayCare Health business; and
  - iii. A Player Agreement accepted and agreed to by the trustee in writing
- g) If the Successor is already an existing Player, PlayCare Health will allow such Players to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Player must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- h) If the Successor wishes to terminate the PlayCare Health position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, PlayCare Health may grant a one (1) month bereavement waiver and payout at the last "paid as" rank.



## 7.0 disciplinary actions

### 7.1 IMPOSITION OF DISCIPLINARY ACTION – PURPOSE

- a) It is the spirit of PlayCare Health that integrity and fairness should pervade among its Players, thereby providing everyone with an equal opportunity to build a successful business. Therefore, PlayCare Health reserves the right to impose disciplinary sanctions at any time, when it has determined that a Player has violated the Player Agreement, as may be amended from time to time by PlayCare Health in accordance herewith.

### 7.2 CONSEQUENCES AND REMEDIES OF BREACH

- a) Disciplinary actions may include one or more of the following:
  - i. Monitoring a Player's conduct over a specified period of time to assure compliance;
  - ii. Alerting the Player's Upline so that the Upline may further educate Player and/or take proactive action to protect the PlayCare Health community from cross-Recruiting, disparagement, etc.;
  - iii. Issuance of a written warning or requiring the Player to take immediate corrective action;
  - iv. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until PlayCare Health receives adequate additional assurances from the Player to ensure future compliance;
  - v. Suspension from participation in PlayCare Health or Player events, rewards, or recognition;

- vi. Suspension of the Player's Account and position for one or more pay periods;
- vii. Involuntary termination of the Player's Account and position;
- viii. Any other measure which PlayCare Health deems feasible and appropriate to justly resolve injuries caused by the Player's violation(s); or
- ix. Legal proceedings for monetary or equitable relief.

### 7.3 SUSPENSION PROCEDURES

- a) **First Violation:** Counseling and initial warning letter. A first violation usually occurs because the Player is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Player the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance Department will also describe expectations and steps the Player must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to the 2nd Violation notice described below.
- b) **Second Violation:** Second warning letter and temporary suspension. Although it is hoped that the Player will promptly correct the violation(s), PlayCare Health recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a

## 7.0 policy violations (continued)



suspension of the Player's account. During the suspension period, the Player waives any and all rights to Pay-Out of any bonuses or commissions and must submit a signed a reinstatement letter wherein the Player acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by PlayCare Health, the suspension will be lifted, and the Player will be able to request a Pay-Out. The Player may be subject to additional discipline up to and including termination if the violation is not cured or further violation(s) occur.

- c) **Third Violation:** Suspension and final written warning. Repeated violation(s) of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Player and forfeiture of commissions and bonuses associated with the offending Player's Account. The final written warning letter will include notification of such suspension, action needed to cure the violations(s), and an indication that if the Player violates the Policies and Procedures again, the Player will be terminated immediately.
- d) **Fourth Violation:** Termination. As described above, PlayCare Health will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning, and suspension and commissions forfeiture before proceeding to termination of the Player's Account. PlayCare Health will notify the Player in writing if/when the Account is terminated.
- e) PlayCare Health reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, the Player may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

### 8.1 GRIEVANCES AGAINST ANOTHER PLAYER

- a) If a PlayCare Health Player has a grievance or complaint against another Player regarding any practice or conduct relating to their respective PlayCare Health businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the PlayCare Health Compliance Department as outlined below in this Section.
- b) The PlayCare Health Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Players involved.
- c) PlayCare Health will confine its involvement to disputes regarding PlayCare Health business matters only. PlayCare Health will not decide issues that involve personality conflicts or unprofessional conduct by or between Players outside the context of a PlayCare Health business. These issues go beyond the scope of PlayCare Health and may not be used to justify a Sponsor change or a transfer to another PlayCare Health Organization.
- d) PlayCare Health does not consider, enforce, or mediate third-party agreements between Players, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
  - i. The Player should submit a letter of complaint via email directly to the PlayCare Health Compliance Department at **[compliance@playcarehealth.com](mailto:compliance@playcarehealth.com)**. The letter shall set forth the details of the incident as follows:
    - (A) The nature of the violation;
    - (B) Specific facts to support the allegations;
    - (C) Dates;
    - (D) Number of occurrences;
    - (E) Persons involved; and
    - (F) Supporting documentation.
  - ii. Upon receipt of the written complaint, PlayCare Health will conduct an investigation according to the following procedures:
    - (A) The Compliance Department will send an acknowledgment of receipt to the complaining Player;
    - (B) The Compliance Department will provide a verbal or written notice of the allegation to the Player under investigation. If a written notice is sent to the Player, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by PlayCare Health.
    - (C) The PlayCare Health Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
    - (D) During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Player calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

## 8.0 dispute resolution (continued)



- f) PlayCare Health will make a final decision and timely notify the PlayCare Health Player involved.

### 8.2 MEDIATION DISPUTES BETWEEN A PLAYER AND PLAYCARE HEALTH

- a) Player and PlayCare Health (collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Mediation of a dispute may allow the parties to avoid the cost and inconvenience of litigation in court.
- b) The Parties should exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the mediator in a separate communication.
- c) The mediator shall not be a legal representative of any party.
- d) Unless otherwise agreed to by the Parties, the mediation shall take place in Collin County, Texas, on a date that is mutually agreeable among the Parties and mediator. Participation in the mediation by telephone will be permitted to prevent inconvenience to a party.
- e) The mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).
- f) Mediation sessions and related mediation communications are private proceedings. For this reason, only the Parties and their legal representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

- g) Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise.
- h) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.

### 8.3 SEVERABILITY

- a) If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

### 8.4 WAIVER

- a) Only an officer of PlayCare Health can, in writing, affect a waiver of these Policies and Procedures. PlayCare Health’s waiver of any particular breach by a Player shall not affect PlayCare Health’s rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Player.
- b) The existence of any claim or cause of action of a Player against PlayCare Health shall not constitute a defense to PlayCare Health’s enforcement of any term or provision of these Policies and Procedures.

## 8.5 GOVERNING LAW

- a) The Parties agree that jurisdiction and venue of any controversy or claim arising from the Player Agreement or between PlayCare Health and Player shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Player Agreement or between PlayCare Health and Player, without regard for any provisions regarding choice of law.

## 8.6 CLASS ACTION WAIVER

- a) The parties expressly intend and agree that:
- i. Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and
  - ii. The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.
- b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.
- c) As a PlayCare Health Player and/or Customer, I agree that I will not assert class or collective action claims against PlayCare Health in arbitration, court, or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court or otherwise.
- d) As a Player and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or PlayCare Health.





## 9.0 payment of commissions & bonuses



### 9.1 BONUS AND COMMISSION QUALIFICATIONS

- a) A Player must be active and in compliance with the Player Agreement and all PlayCare Health-issued guidelines and policies implemented to qualify for bonuses and commissions. So long as a Player complies with the terms and conditions set forth in the Player Agreement, PlayCare Health shall pay commissions to such Player in accordance with the Compensation Plan and any amendments thereto.
- b) PlayCare Health will not issue a payment in any form to a Player without the receipt of a Player's annual membership and renewal membership fee and completed electronic enrollment as a PlayCare Health Player, including the Player's acceptance and agreement to the Player Agreement.
- c) PlayCare Health reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

### 9.2 COMPUTATION OF COMMISSIONS AND DISCREPANCIES

- a) In order to qualify to receive commissions and/or bonuses, a Player must be in good standing and comply with the terms of the Player Agreement. Commission, bonuses, overrides, and achievement levels are calculated on a daily, monthly, or yearly basis.
- b) A PlayCare Health Player must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- c) For additional information on payment of commissions, please review the Compensation Plan.

### 9.3 ADJUSTMENTS TO BONUSES AND COMMISSIONS FOR RETURNED PRODUCTS OR PLAYER MEMBERSHIPS.

- a) A Player receives bonuses and commissions based on the actual sales of PlayCare Health products and services to end consumers and to Players through product and service purchases. When a product or service is returned to PlayCare Health for a refund from the end consumer or by a Player, the bonuses and commissions attributable to the returned product or service will be deducted from the Player who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- b) In the event that a Player terminates his or her PlayCare Health Account, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by PlayCare Health, the remainder of the outstanding balance may be offset against any other amounts that may be owed by PlayCare Health to the terminated Player.



### 10.1 GENERAL PRODUCT ORDERING POLICIES

- a) Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or Business Entity as a Player or Customer without their knowledge or consent; (b) the fraudulent enrollment of an individual or Business Entity as a Player or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Players or Customers (“phantoms”); (d) purchasing PlayCare Health products or services on behalf of another Player or Customer, or under another Player’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or Autoships that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.
- b) PlayCare Health requires that Players use their own credit cards and not allow others to use them. A Player shall not use another Player’s or Customer’s credit card or debit account to enroll in PlayCare Health or purchase products, services, or AutoShip.
- c) Regarding an order with an invalid or incorrect payment, PlayCare Health will attempt to contact the Player by phone, mail, and/or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) A Player or Customer who is a recipient of a damaged or incorrect order must notify PlayCare Health within thirty (30) calendar

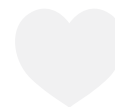
days from receipt of the order and follow the steps as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any other guidelines pertaining to product returns and exchanges.

### 10.2 SALES TO CUSTOMERS

- a) Sales to retail Customers may be done directly through a Player’s replicated website or directly using product that PlayCare Health has in inventory.
- b) Players will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.
- c) When making a sale to an end Customer, a Player must provide him/her with an official PlayCare Health retail receipt at or prior to the time of the initial sale and every sale thereafter. Players will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, the Player shall follow the refund procedures described in this section.
- d) The Customer should return all unused product to PlayCare Health. These sales receipts set forth the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end Customer receives a copy of the receipt or invoice.



## 10.0 ordering product (continued)



### 10.3 INSUFFICIENT FUNDS

- a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- b) Any outstanding balance owed to PlayCare Health by a Player or Customer of a Player from NSF (non-sufficient funds) or insufficient fund ("ACH") fees, will be withheld by PlayCare Health from that Player's future bonus and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Player, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or Player will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Player may be deemed ineligible to purchase PlayCare Health products or services or participate in the monthly Autoship. *Note: Participation by Players in PlayCare Health's monthly autoship, which is a recurring product order program, is entirely optional, and is not required in order to become a Player, move up in rank, or otherwise, fully participate in the Rewards Program.*

### 10.4 CREDIT CARD PURCHASES

- a) Credit card purchases may only be made by the individual or Business Entity whose name and address are on the credit card. A Player or Customer may not use another individual's or Business Entity's credit card to purchase PlayCare Health products (regardless of whether that Player/Customer has permission from that individual/entity to do so). PlayCare Health considers such transactions fraudulent

and will report them to the proper authorities for settlement.

- b) Under no circumstance will any Player or Customer charge back any credit card purchases. The Player or Customer Account associated with any credit card chargeback request will be terminated immediately without notice to the Player or Customer.
- c) All Player or Customer requests for refunds or returns must be done in accordance with these Policies.

### 10.5 SALES TAX OBLIGATION

- a) Players shall comply with all federal and local taxes and regulations governing the sale of PlayCare Health products and services.
- b) PlayCare Health will collect and remit sales tax on all Player and Customer orders. When orders are placed with PlayCare Health, sales tax is prepaid based upon the suggested retail price and remitted to the appropriate state and local jurisdictions. Players may recover the sales tax when he or she makes a sale. Players are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- c) PlayCare Health encourages each Player to consult with a tax advisor for additional information for his or her business.

### 10.6 REFUND POLICY

- a) PlayCare Health Customers:
  - i. If within the first thirty (30) days you are not satisfied with the product you must contact [support@playcarehealth.com](mailto:support@playcarehealth.com) to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. Refunds and exchanges will be made to the credit card with which

the product was purchased in the same currency the purchase was originally charged (USD). Because PlayCare Health cannot guarantee the quality of PlayCare Health products that are sold to Customers by non-Players, PlayCare Health's Refund Policy is not available for products that Customers purchase from anyone other than a Player or PlayCare Health directly or that are purchased in any unauthorized channel.

b) PlayCare Health Player:

- i. If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact **support@playcarehealth.com** to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Player account will then be subject to six (6) months suspension.
- ii. Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in a resalable condition. (\*Resaleable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned products. Any shipping and handling charges incurred will not be refunded.
- iii. If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.
- iv. Any purchases for electronically-delivered products and special items such as trainings, events, certifications, "The Waiting Room" subscriptions, etc. are non-refundable.
- v. Additionally, anytime an order is refunded, all commissions or incentives paid on returned product will be reversed.
- c) Terminated Players. If a terminated Player has purchased PlayCare Health products, PlayCare Health will issue a refund or credit for any products purchased by the Player if: (i) the product is in Resalable condition; (ii) the Resalable product is returned to PlayCare Health within twenty (20) days from the date of termination; and (iii) the Player provides proof the product was purchased within twelve (12) months preceding the date of termination. [Note: the twelve (12) month requirements not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico]. Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.
- d) Problems with Shipments: If within thirty (30) days of the reported expected product delivery date, a Player does not notify **support@playcarehealth.com** of a problem with the receipt of the Player's order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
- e) All purchases are charged and refunded in the currency the purchase was originally charged. All returns, refunds, and exchanges will also be refunded or exchanged in the currency originally charged. PlayCare Health is not responsible for fluctuating exchange rates.



## 10.7 RETURN PROCESS

- a) All returns, whether by a Customer, or Player, must be made as follows:
  - i. Obtain a Return Merchandise Authorization (“RMA”) from PlayCare Health by contacting **support@playcarehealth.com** and submit a request.
  - ii. Ship items to the address provided by PlayCare Health customer service when you receive your RMA.
  - iii. Provide a copy of the sales receipt or invoice with the returned product. Such invoice must reference the RMA and include the reason for the return.
  - iv. Ship product back in the original manufacturer’s box exactly as it was delivered.
  - v. All returns must be shipped to PlayCare Health pre-paid, as PlayCare Health does not accept shipping collect packages. PlayCare Health recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Player. If the returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Player to trace the shipment of the product wherein no credit will be applied.
  - vi. The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by a Player, may constitute grounds for involuntary termination.





## 12.0 proprietary information & trade secrets



### 12.1 REPORTS

- a) By agreeing to the PlayCare Health Player Agreement, the Player acknowledges that business reports, lists of Customer and Player names and contact information, and any other information, which contain financial, scientific, or other information both written or otherwise circulated by PlayCare Health or pertaining to the business of PlayCare Health (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to PlayCare Health.

### 12.2 OBLIGATION OF CONFIDENTIALITY

- a) During the term of the PlayCare Health Player Agreement and for a period of two (2) years after the termination or expiration of the Player Agreement between the Player and PlayCare Health, the Player shall not:
  - i. Use the information in the Reports to compete with PlayCare Health or for any purpose other than promoting his or her PlayCare Health business;
  - ii. Use or disclose to any person or entity any confidential information contained in the reports, including disclosure or use to replicate or attempt to replicate the Players' Upline and/or downline

Organization genealogy in another network marketing PlayCare Health.

### 12.3 BREACH AND REMEDIES

- a) The Player acknowledges that the Reports and other confidential and proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to PlayCare Health and to independent PlayCare Health businesses. PlayCare Health and its Players will be entitled to injunctive relief and/or to recover damages against any Player who violates his or her obligations in section 12.2 in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses in addition to any award of damages.

### 12.4 RETURN OF MATERIALS

- a) Upon demand by PlayCare Health, any current or former Player will return the original and all copies of all Reports to PlayCare Health together with any PlayCare Health confidential information in such person's possession.

### 13.1 INTRODUCTION

- a) This Privacy Policy is to ensure that all Customers and Players understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Players must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Player information.

### 13.2 EXPECTATION OF PRIVACY

- a) PlayCare Health recognizes and respects the importance its Customers and Player place on the privacy of their financial and personal information. PlayCare Health will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Players' financial and account information and nonpublic personal information.
- b) By entering into the Player Agreement, a Player or Customer authorizes PlayCare Health to disclose his or her name and contact information to Upline Players solely for activities related to the furtherance of the PlayCare Health business. A Player hereby agrees to maintain the confidentiality

and security of such information and to use it solely for the purpose of supporting and servicing his or her downline Organization and conducting the PlayCare Health business.

### 13.3 EMPLOYEE ACCESS TO INFORMATION

- a) PlayCare Health limits the number of employees who have access to Customers' and Players' nonpublic personal information.

### 13.4 RESTRICTIONS ON THE DISCLOSURE OF ACCOUNT INFORMATION

- a) PlayCare Health will not share non-public personal information or financial information about current or former Customers or Players with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Players' interests or to enforce its rights or obligations under the Player Agreement or with written permission from the account holder on file.



## **14.0 product inspection, quality controls, advertising, promotional material, use of playcare health names and trademarks**

### **14.1 INSPECTION, PRODUCT CARE, AND QUALITY CONTROLS**

- a) Promptly upon receipt, Players shall inspect PlayCare Health products and their packaging for damage, broken seals, evidence of tampering, or other product defects. If a product is defective or damaged, Players shall not sell the product and must report the defect or damage to PlayCare Health. Players may return products that are damaged or otherwise defective within thirty (30) days of receipt for a full refund or replacement.
- b) Players must comply with all instructions provided by PlayCare Health regarding the proper care, storage, and handling of PlayCare Health products. Additionally, Players shall store all PlayCare Health products in a dry place at room temperature, away from direct sunlight. Members shall also regularly inspect inventory for products that are expired or that will expire within sixty (60) days and shall not sell any such products.
- c) Players must comply with all instructions provided by PlayCare Health regarding the proper care, storage, and handling of PlayCare Health products. Additionally, Players shall store all PlayCare Health
  - i. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
  - ii. Where the retail establishment is owned or managed by the PlayCare Health Player and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- c) A Player may sell PlayCare Health products and services and display the PlayCare Health trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of PlayCare Health.
- d) A Player or Customer is prohibited to sell PlayCare Health products and services and display the PlayCare Health trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
- e) PlayCare Health reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the PlayCare Health opportunity.

### **14.2 LABELING, PACKAGING, AND DISPLAYING PRODUCTS**

- a) A PlayCare Health Player and/or Customer may not re-label, re-package, refill or alter labels of any PlayCare Health product, or service, information, materials, or program(s) in any way. PlayCare Health products must only be sold in their original containers from PlayCare Health. Such re-labeling or re-packaging violates federal law, which may result in criminal or civil penalties or liability.
- b) A PlayCare Health Player shall not cause any PlayCare Health product or service or any PlayCare Health trade name to be sold or displayed in retail establishments except:

### **14.3 USE OF PLAYCARE HEALTH NAMES AND PROTECTED MATERIALS**

- a) A PlayCare Health Player must safeguard and promote the good reputation of PlayCare Health and the products and services it markets. The marketing and promotion of PlayCare Health, the PlayCare Health business opportunity, the Compensation Plan, and PlayCare Health products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.

- b) All promotional materials supplied or created by PlayCare Health must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the PlayCare Health Compliance Department.
- c) The name of PlayCare Health, each of its product and service names, and other names that have been adopted by PlayCare Health, in connection with its business are proprietary trade names, trademarks, and service marks of PlayCare Health. As such, these marks are of great value to PlayCare Health and are supplied to Players for their use only in an expressly authorized manner.
- d) A PlayCare Health Player's use of the name "PlayCare Health" is restricted to protect PlayCare Health proprietary rights, ensuring that the PlayCare Health protected names will not be lost or compromised by unauthorized use. Use of the PlayCare Health name on any item not produced by PlayCare Health is prohibited except as follows:
  - i. [Player's name] Independent PlayCare Health Player.
  - ii. [Player's name] Independent Player of PlayCare Health products and services.
- e) Further procedures relating to the use of the PlayCare Health name are as follows:
  - i. All stationary (i.e., letterhead, envelopes, and business cards) bearing the PlayCare Health name or logo intended for use by the PlayCare Health Player must be submitted via email to the PlayCare Health Compliance Department for approval. Submit to: **compliance@playcarehealth.com**.
  - ii. PlayCare Health Players may list "Independent PlayCare Health Player" in the white pages of the telephone directory under his or her own name.
  - iii. PlayCare Health Players may not use the name PlayCare Health in answering his or her telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent PlayCare Health Player."
- f) Certain photos and graphic images used by PlayCare Health in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Players. If a Player wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- g) A PlayCare Health Player shall not appear on or make use of television or radio or make use of any other media to promote or discuss PlayCare Health or its programs, products, or services without prior written permission from the PlayCare Health Compliance Department.
- h) A Player may not produce for sale or distribution any PlayCare Health event or speech, nor may a Player reproduce PlayCare Health audio or video clips for sale or for personal use without prior written permission from the PlayCare Health Compliance Department.
- i) PlayCare Health reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Player.
- j) A Player shall not promote non-PlayCare Health products or services in conjunction with PlayCare Health products or services on the same social media site or same advertisement



## 14.0 product inspection, quality controls, advertising, promotional material, use of playcare health names and trademarks (continued)

without prior approval from PlayCare Health Compliance Department.

- k) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by PlayCare Health may not be made except those contained in official PlayCare Health literature. In particular, no Player may make any claim that PlayCare Health products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such unsubstantiated claims violate PlayCare Health policies, but they also potentially violate federal and provincial laws and regulations.
- l) A Player and/or Customer may not make any unsubstantiated claims regarding products or services of any products offered by PlayCare Health, except those contained in official PlayCare Health literature.

advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

- c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
  - i. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
  - ii. A clear return path or routing information;
  - iii. The use of legal and proper domain name;
  - iv. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
  - v. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - vi. The true and correct name of the sender, valid sender's fax or e-mail address, and a valid sender physical address;
  - vii. The date and time of the transmission; and
  - viii. Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, a PlayCare Health Player shall not transmit any further documents to that recipient.

### 14.4 FAXES AND E-MAIL – LIMITATIONS

- a) Except as provided in this section, a Player may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his or her PlayCare Health business. The exceptions are:
  - i. E-mailing any person who has given prior permission or invitation;
  - ii. E-mailing any person with whom the Player has established a current business or personal relationship.
- b) In all states or the U.S. or International territories where prohibited by law, a Player may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited

- d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:

- i. Use of any third-party domain name without permission; and
- ii. Sexually explicit materials.

## 14.5 INTERNET AND THIRD-PARTY WEBSITE RESTRICTIONS

- a) A Player and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their PlayCare Health business without PlayCare Health's express written approval. A Player and/or Customer is prohibited to use or attempt to register any of PlayCare Health's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the PlayCare Health name, or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs. Any social media channel/page, URL which may mislead audiences to make them think it's the company's official site/channel/page is forbidden. Examples of this could be: "PlayCare Canada", "PlayCare Health Español" "PlayCare Official" etc.
- b) A PlayCare Health Player and/or Customer may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any PlayCare Health products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of a Player's Agreement with PlayCare Health.
- c) Social Media sites may be used to sell or offer to sell PlayCare Health products or services. PROFILES A PLAYER OR CUSTOMER GENERATES IN ANY SOCIAL

COMMUNITY WHERE PLAYCARE HEALTH IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE PLAYER AS AN INDEPENDENT PLAYCARE HEALTH PLAYER, in those communities, Players and/or Customers 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 PlayCare Health's sole discretion, and the offending Player and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the PlayCare Health approved library, official PlayCare Health website, or social media outlet. If a link is provided, it must link to the posting Player's Replicated website.

- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Players will be subject to disciplinary action.
- e) Players and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Players or Customers create, or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Players and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as an Independent PlayCare Health Player for PlayCare Health. Anonymous postings or the use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the PlayCare Health business opportunity or income therewith, PlayCare Health's products and services, and/or your biographic information and credentials.

## 14.0 product inspection, quality contro, advertising, promotional material, use of playcare health names and trademarks (continued)

- h) Players and/or Customers are personally responsible for their postings and all other online activity that relates to PlayCare Health. Therefore, even if a Player does not own or operate a blog or Social Media site, if a Player and/or Customer posts to any such site that relates to PlayCare Health or which can be traced to PlayCare Health, the Player is responsible for the posting. Player and/or Customer are also responsible for postings that occur on any blog or Social Media site that the Player and/or Customer owns, operates, or controls.
- i) As a PlayCare Health Player, it is important to not converse with any person who places a negative post against you, other Players, or PlayCare Health. Report negative posts to PlayCare Health at [support@playcarehealth.com](mailto:support@playcarehealth.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as PlayCare Health, and therefore damages the reputation and goodwill of PlayCare Health.
- j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, PlayCare Health, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- k) If your PlayCare Health business is canceled for any reason, you must discontinue using the PlayCare Health name, and all of PlayCare Health's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent PlayCare Health Player, you must conspicuously disclose that you are no longer an Independent PlayCare Health Player.
- l) Failure to comply with these Policies for conducting business online may result in the Player losing their right to advertise and market PlayCare Health products, services, and PlayCare Health's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- m) Players are prohibited from selling PlayCare Health products to individuals or entities that they know or should know, intend to resell the products. Players must sell PlayCare Health products only to end-user customers, and Players shall not sell to any person any quantity of PlayCare Health products greater than that generally purchased by an individual for personal use. Players must take reasonable steps to ensure that they do not violate these prohibitions.

### 14.6 ADVERTISING AND PROMOTIONAL MATERIALS

- a) You may not advertise any PlayCare Health products or services at a price LESS than the highest PlayCare Health published, established retail price of ONE offering of the PlayCare Health product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through PlayCare Health.
- b) Advertising and all forms of communications must adhere to principles of honesty and propriety.
- c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the PlayCare Health Compliance Department.

- d) All requests for approvals with respect to advertising must be directed in writing to the PlayCare Health Compliance Department.
- e) PlayCare Health reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Player.

## 14.7 TESTIMONIAL PERMISSION

- a) By agreeing to the PlayCare Health Player Agreement, a Player gives PlayCare Health permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the PlayCare Health business opportunity, a Player waives any right to be compensated for the use of his or her testimonial or image and likeness even though PlayCare Health may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Player's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Player's actual experience with PlayCare Health and any stated use of PlayCare Health products and/or services, and agrees to notify Player immediately of any changes in the views expressed in the testimonial. In some cases, a Player's testimonial may appear in another Player's advertising materials. If a Player does not wish to participate in PlayCare Health sales and marketing materials, he or she should provide a written notice to the PlayCare Health Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

## 14.8 TELEMARKETING – LIMITATIONS

- a) A PlayCare Health Player must not engage in telemarketing in relation to the operation of the Player's PlayCare Health business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of PlayCare Health products or services or to recruit them for the PlayCare Health opportunity.
- b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While a Player may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Player to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- d) "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Players in order to promote PlayCare Health products, services, or the PlayCare Health business opportunity is considered telemarketing and is prohibited.
- e) Exceptions to Telemarketing Regulations. A PlayCare Health Player may place telephone calls or faxes to prospective Customers, or Players under the following limited situations:



## 15.0 international marketing

- i. If the Player has an established current business relationship with the prospect;
  - ii. In response to the prospect's personal inquiry or application regarding a product or service offered by the PlayCare Health Player, within 3 months immediately before the date of such a call/fax;
  - iii. If the Player receives written and signed permission from the prospect authorizing the Player to call/fax;
  - iv. If the call/fax is to family members, personal friends, and acquaintances. However, if a Player makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and
  - v. PlayCare Health Player engaged in calling "acquaintances," must make such calls/faxes on an occasional basis only and not as a routine practice.
- f) A Player shall not use automatic telephone dialing systems in the operation of his or her PlayCare Health businesses.
- g) Failure to abide by PlayCare Health's policies or federal regulations regarding telemarketing may lead to sanctions against the Player, up to and including termination of the Player's PlayCare Health Account.
- h) By enrolling as a Player, or by accepting commissions, other payments, or awards from PlayCare Health, a Player gives permission to PlayCare Health and other Players to contact them as permitted under the Federal Do Not Call regulations.
- i) In the event a Player violates this section, PlayCare Health reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## 16.0 autoship cancellation

### 15.1 INTERNATIONAL MARKETING POLICY

- a) A PlayCare Health Player is authorized to sell PlayCare Health products and services, to Customers and Players only in the countries in which PlayCare Health is authorized to conduct business, according to the Policies and Procedures of each country. PlayCare Health Players may not sell products or services in any country where PlayCare Health products and services have not received applicable government authorization or approval.
- b) A Player may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Players, nor conduct any other activity for the purpose of selling PlayCare Health products and services, establishing a sales organization, or promoting the PlayCare Health business opportunity.

### AUTOSHIP CANCELLATION

- a) To cancel or modify your Autoship at any time you may email **support@playcarehealth.com**. You can also modify or cancel your order at any time through your portal at **www.playcarehealth.com**. By selecting the "Autoship" option on the website, you are giving PlayCare Health authorization to enroll you in the automatic shipping program. PlayCare Health will ship your product directly to you. You are also authorizing PlayCare Health to charge your credit card for the products you have ordered on a monthly basis without further warning or notification from PlayCare Health. You may cancel at any time without penalty by emailing **support@playcarehealth.com**. All Autoship cancellations must be performed or delivered to PlayCare Health within three (3) business days prior to your next shipment to guarantee cancellation of that shipment.



### SHIPPING POLICY

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.
- c) If PlayCare Health is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.
- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- e) PlayCare Health is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim.



## 18.0 glossary of terms



The terms listed below shall have the following meaning throughout these Policies and Procedures regardless of whether they are capitalized.

### **ACCOUNT:**

The secure and proprietary back-office associated with each Player's PlayCare Health business and unique User ID where a Player can access the Player Agreement, the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

### **ACTIVE PLAYER:**

A Player who is in good standing with respect to the Player Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

### **COMPENSATION PLAN:**

The guidelines and referenced literature for describing how Players can generate commissions and bonuses.

### **COMPETING PRODUCT(S):**

Any program, product, or service offered by another network marketing/direct sales PlayCare Health with characteristics, functions, benefits, or ingredients similar to those offered by PlayCare Health, regardless of differences in cost, quality, or other distinguishing factors.

### **CUSTOMER:**

Any person who purchases PlayCare Health products and does not enroll as a PlayCare Health Player.

### **PLAYER AGREEMENT:**

The most current version of the following along with any addendums or exhibits thereto: (i) PlayCare Health Policies and Procedures; and (ii) PlayCare Health Compensation Plan.

### **PLAYER:**

An individual or entity who actively promotes, markets, and sells PlayCare Health products for profit and who

actively seeks and Recruits others to do the same in accordance with the Player Agreement.

### **FAMILY UNIT:**

Parents or dependent children living at or doing business at the same address as a Player.

### **LINE OF SPONSORSHIP (LOS):**

A report generated by PlayCare Health that provides critical data relating to the identities of Players, sales information, and enrollment activity of each Player's Organization. This report contains propriety, confidential, and trade secret information.

### **ORGANIZATION OR DOWNLINE:**

The Customers and Players placed below a particular Player.

### **OFFICIAL PLAYCARE HEALTH MATERIAL:**

Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by PlayCare Health to Player and/or Customers.

### **PLACEMENT:**

A Player's position inside his or her Sponsor's organization.

### **RECRUIT, RECRUITMENT & RECRUITING:**

Actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Player or Customer to enroll or participate in any direct sales or network marketing opportunity. Recruitment includes but is not limited to messaging, posting, friending, or otherwise contacting known Players and/or Customers of PlayCare Health on social media (e.g., Facebook, Instagram, etc.) to discuss another direct sales or network marketing opportunity. The conduct described in this paragraph is Recruitment even if the Player's actions are in response to an inquiry made by another Player or Customer.

**RESALABLE:**

Products shall be deemed “resalable” if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling have not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current PlayCare Health labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**SPONSOR/ENROLLER:**

A Player who enrolls a Customer or other Players into PlayCare Health and is listed as the Sponsor.

**SPOUSE:**

An individual that is legally married to a Player or an individual that is a party to a legally recognized common-law relationship with a Player.

**UPLINE:**

This term refers to the Player(s) above a particular Player in a Sponsorship line up to the PlayCare Health. It is the line of Sponsors that link any particular Player to PlayCare Health.

**WALLET:**

A secure feature in the back-office software that maintains a Player’s commissions and bonuses.

**addendum 1****PLAYCARE HEALTH COMPENSATION PLAN****addendum 2****INCOME DISCLOSURE STATEMENT**

The PlayCare Health Compensation Plan is an exciting opportunity that rewards you for selling products and services and sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills of each participant. Since PlayCare Health has recently launched, it lacks enough statistical data to prepare reliable income disclosures. There will be certain participants who will earn less while others will earn much more. We’re excited about the PlayCare Health Compensation Plan and we’re confident it will provide you with a solid foundation to help you achieve your financial goals. As with all endeavors, hard work and the time you dedicate impact outcomes.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with PlayCare Health results only from hard work, dedication, and leadership.













**PLAY CARE HEALTH**

PO Box 44  
Washington UT, 84780



[playcarehealth.com](http://playcarehealth.com)