



Official Policies and Procedures

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[Section 1: Introduction](#)

1.1 Scope and Applicability

These Policies and Procedures govern the relationship between ZeroPoint Marketing, Ltd. (“ZPG”) or any of its affiliates, subsidiaries or related companies with any person or entity that engages in business as a ZPG Independent Consultant (IC). Unless the context clearly indicates otherwise, the terms “you” and “your” refer to each IC that executes an IC Application and Agreement that is accepted by ZPG. IC’s may be referred to collectively as “Position Holders” and are represented in the ZPG marketing organization structure as holding a “Position.”

The terms “we”, “us”, “our” and the “Company” refer to ZeroPoint Marketing, Ltd. (“ZPG”). These Policies and Procedures, in their present form and as amended from time to time at our discretion, are incorporated into and form a part of the ZPG Independent Consultant Agreement.

All references to timeframes are based on U.S. Eastern time unless otherwise stated. In the case of a dispute, these Policies and Procedures, as published and modified from time to time in English, shall be considered the standard for determining and resolving disputes and issues.

1.2 Amendments

ZPG reserves the right to amend the terms and conditions of these Policies and Procedures, the Compensation Plan, and the IC Application and Agreement at any time, as it deems necessary. You will be bound by any amendments upon notification of the amendments through any of the various ZPG official channels of communication three days after the posting of such notice. Those channels of communication include, but are not limited to, posting of information to the ZPG website, e-mail to the IC, announcements in any official ZPG newsletter or other publication or mail to the IC at the address listed on the IC Applications and Agreements or in the address listed in the profile section of the online back office.

1.3 Invalid Terms

Should any portion of these Policies and Procedures, or the IC Application and Agreement, or any other instruments referred to herein or issued by ZPG be declared invalid by a court of competent jurisdiction, the balance of any such document and any of the Company's rules, applications, or instruments shall remain in full force and effect.

1.4 Waiver

ZPG never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of business as it pertains to ZPG IC's. This is true in all cases, both specifically expressed and implied, unless an officer of ZPG who is authorized to bind ZPG in contracts or agreements specifies explicitly in writing that ZPG waives any of these provisions.

In addition, any time ZPG gives permission for a breach of the rules, that permission is specific to the single occurrence, unless otherwise stated, and does not extend to future breaches. This provision deals with the concept of "waiver", and the parties agree that ZPG does not waive any of its rights under any circumstances short of the written confirmation alluded to above.

1.5 Company Use of Applicant Information

The IC hereby consents to allow ZPG, its affiliates and any Company owned in whole/part or any ZPG affiliates, to process and utilize the Applicant information as submitted in the signed IC Application and Agreement (or as same may be amended from time to time) for business purposes related to the ZPG business.

The IC has the right of access to their personal Application information and to request updates and amendments. The IC hereby consents to ZPG disclosing, now and in the future, such Application information to companies who ZPG may, from time to time, deal with to deliver information or services to its IC's or Customers to improve its marketing and promotional efforts.

1.6 Survival of Terms

The IC agrees that the provisions of this agreement pertaining to confidentiality, arbitration, use of the internet and the resale of products will survive the termination of their relationship with ZPG.

Section 2: ZeroPoint Global Code of Ethics

2.1 As a ZeroPoint Global IC:

- I will be respectful of each and every person I meet while conducting my ZPG business.
- I will always conduct myself and my business in an ethical, moral, legal and financially sound manner (with honesty, fairness and an ethical and professional manner at all times). I will not engage in activities that would bring disrepute to ZPG.
- I shall not, by my actions, bring ZPG or the image of the Network Marketing industry into disrepute.
- I will be truthful in my representation of ZPG products and will make no medical, diagnostic, therapeutic, curative or exaggerated financial claims and by clearly stating all terms of sale. I understand any claim of cure or treatment or any prescription is strictly forbidden.
- I will actively support the growth and encourage cooperation and support of ALL ZPG IC's including those outside of my own organization.
- I will provide support and encouragement to my customers to ensure that their experience with ZPG is a successful and happy experience. I understand that it is important to consistently provide follow-up service and continue to actively support my IC's and Customers.
- I will fairly and correctly represent the ZPG Compensation Plan and the income potential represented therein. I understand that I am prohibited from using my own income as an indication of potential success, or using compensation checks or commission statements as marketing materials.
- I will not undercut or discount prices on any ZPG products or sales aids.
- I will ensure that I operate and market my business in an ethical manner that does not compromise the opportunity for other IC's or misrepresent the income opportunity.
- I will not do or say anything that reasonably may be expected to the effect of disparaging ZPG or diminishing or impairing their goodwill and reputation for the services they provide, including but not limited to making statement that may negatively influence their referral sources and others who are involved in or affected by their services.
- I will abide by all Company Policies and Procedures now and as they may be changed in the future under any circumstances short of the written confirmation alluded to above.
- I will continue to honor the confidentiality of the Company, my fellow IC's, and Customers for all information I receive as a result of my relationship with ZPG. This includes all information including but not limited to names, phone numbers, e-mail addresses, mailing addresses, and any other contact information of individuals associated with ZPG.

Section 3: Your Relationship with ZeroPoint Global

3.1 Becoming An Independent Consultant

You become an IC when your IC Application and Agreement (hard copy or entered online) form has been received and accepted by ZPG. ZPG reserves the right to refuse any application, and will not be responsible for delays in processing any applications that are illegible or incomplete. If you receive and deposit a commission payment from the Company; that will serve to affirm that you agree to be bound by the current Policies and Procedures.

As an IC you are required to give us your Social Security or Federal Tax ID number where applicable. You must certify under the penalty of law that the Tax ID number and valid personal identification submitted to the Company is correct. Commissions will not be paid to any IC if their Social Security or Federal Tax ID has not been supplied to ZPG. ZPG Customers are not required to provide Social Security or Federal Tax ID numbers, because they do not receive commissions, even if they refer a new IC to the IC from whom they purchase ZPG products. ZPG will provide the required forms to report your annual gross income from ZPG. You have the obligation to maintain records that will enable you to properly and completely report all of your taxable income to the appropriate tax authorities.

As an IC, you may enjoy certain tax advantages. It is your right and responsibility to consult with your tax adviser to determine if your ZPG business offers any of those advantages to you.

You may not use “ZeroPoint Global” or any derivative or confusingly similar variation of its trademarks or trade name on the web address for your ZPG-provided replicated website, your Back Office Display Name, Username, Company Name, or Recognition Name. ZPG has determined a list of words that are prohibited from use in the aforementioned fields including but not limited to catalogue, online, wholesale, retail, order, and buy. If you feel you have been wrongfully denied use of your legal name you may appeal to the ZPG Compliance Department.

ZPG may need to contact you periodically and an e-mail address is the most efficient method to reach you. Should you choose to provide ZPG with an e-mail address it must be valid and it is your duty to update your information in our records with your most recent e-mail address. As an IC, you are not required to provide ZPG with an e-mail address but you will not receive notifications of items including but not limited to changes to your account, certain Company updates or the various notifications that are sent from time to time.

3.2 Independent Contractor

You, as a ZPG IC are an independent contractor. You are not an agent, employee, partner, or joint venture partner with ZPG. You may not represent yourself as anything other than an IC. You have no authority to bind ZPG to any obligation.

You are responsible for paying your own self-employment taxes, federal income taxes and any other taxes or financial obligations required by law. You must obey any federal, state, and local laws, as well as ZPG rules and regulations pertaining to your independent distributorship or the acquisition, receipt, holding, selling, distributing or advertising of ZPG products or opportunity.

As an IC you are not agreeing to the sale or purchase of a franchise and you understand there are no exclusive territories granted to anyone. No franchise fees have been paid or collected, nor are you acquiring any interest in a security or making an investment of any kind.

3.3 Indemnification

You agree to indemnify and hold ZPG, its officers, agents, and directors harmless from any claim, damage, liability or loss arising out of your activities as an IC.

You understand and agree that should you make a personal business decision to order products, literature or any other item or services from the Company on behalf of any other person by authorizing the use of your personal or business payment information, you will be bound by the terms of this agreement regardless of any decision or actions taken by the person for whom you are ordering. You agree to hold the Company harmless from any dispute you or the Company may have with this person due to your business decisions or actions.

As an IC you are responsible for any oral or written statements you make regarding ZPG products and compensation plan that are not expressly contained in writing in the current IC Agreement, or advertising or promotional materials provided by the Company. You agree to indemnify ZPG and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorneys' fees, court or arbitration costs or lost business the Company incurs as a result of any unauthorized representations that you make.

3.4 IC Eligibility and Restrictions

You must be of legal age and legally competent in the jurisdiction in which you reside in order to be an IC. For example, legal age in the United States is eighteen (18) years old. Legal age may vary per country/province/state.

Spouses are encouraged to be joint Position Holders in one Position, but are allowed to each have their own IC Position. Spouses must join the same line of Sponsorship as his or her spouse and be directly sponsored by them. Change of the original Sponsor is not permitted. The actions of one spouse will be attributed to both spouses and will result in disciplinary action against both spouses. Once enrolled, a spouse may not be moved unless ZPG discovers they are incorrectly Sponsored.

You may have a financial interest in NO MORE THAN THREE (3) ZPG Positions. These three Positions are strictly limited to the three Positions offered as part of your business centers and DO NOT include Positions anywhere else in the Company organization.

Your Position may be converted into a business entity if, and only if, the entity submits the documentation and meets all of the criteria set forth in these Policies and Procedures.

A Corporation, Partnership or Trust may become an IC. Legal entities must submit certified copies of their formation documents and attest to the management and ownership of the entity or, in the case of a trust, the name of the trustee and the Beneficiaries. The entity must also submit a certificate of good standing from the jurisdiction in which it was formed if such a certificate is provided by that jurisdiction.

All of these documents must be submitted within thirty (30) days of the acceptance of the entity's IC Application and Agreement. The authorized officer, agent or trustee must sign the IC Application and Agreement form. The actions of corporate shareholders, officers, directors, agents or employees and the actions of partners, agents or employees, which do not conform to ZPG policies shall be attributable to the entire corporate or partnership entity.

Unincorporated Businesses (Proprietorships) with unique IRS issued taxpayer identification numbers (not the social security number of the proprietor,) where applicable, may become an IC. Proof of the issuance of the taxpayer identification number must be submitted to ZPG. ZPG, while

allowing the above identified business entities to be IC's, will tie recognition to the primary applicant (signature on agreement) as the authorized representative of the entity.

3.5 Annual Renewal

As an IC, you must renew your membership in order to continue enjoying the benefits of your ZPG Position. If you do not renew, you will lose your benefits, beginning one calendar month after non-renewal. The annual renewal is \$25.00 U.S. Your renewal fee covers all three ZPG Positions. Every year (on the acceptance date of your original application) an annual administrative renewal fee is due. As a convenience, during your eleventh (11th) month, ZPG will automatically renew your Consultant Position by charging your most recently used payment method. This will not change your original anniversary date. ZPG will only automatically renew your Position if you have made a purchase within the year prior to your renewal date.

The annual renewal fee is strictly non-refundable. Should you not wish to renew, you must notify the Company before payment is tendered. You may opt out of your renewal by contacting customer service.

3.6 Change of Sponsorship/Placement Change

As an IC, you are the Enrolling Sponsor of any new IC that you directly refer and Sponsor into the Company. We will recognize the Sponsor as listed on the Application submitted by a new IC. If we receive more than one Application, the one we accept first will be recognized as the Enrolling Sponsor. A Placement Sponsor is the IC that will be directly upline of the new IC.

If your ZPG Position is voluntarily terminated you may rejoin ZPG after a minimum of six (6) calendar months from the date of termination. If you allow your ZPG Position to lapse by way of failure to renew and you continue to order, you must still wait a minimum of six (6) calendar months from the date of your last order before you may sign up in a new Position or with a new Sponsor. If you allow your ZPG Position to lapse by way of failure to renew and you continue to order, you may sign up in a new Position with the same Enrolling Sponsor in the next open Position in the same Sponsoring leg.

Once you have relinquished a Position you have no rights to any of the Position holders in your previous downline. In the event an IC believes they have misplaced a newly enrolled IC in their genealogy and/or enrolled the IC with the wrong enrolling Sponsor, they may request a placement and/or Sponsor change subject to the conditions and fee schedule in the Change of Sponsorship Document supplied by the Company.

If a placement change is requested within 3 business days of a new IC enrollment, the placement change may be processed free of charge at the discretion of the Company. If the placement change is requested within 4-5 business days of the new enrollment, the requesting IC will be assessed a \$25 fee. If the placement change is beyond 5 business days or commissions have closed, the placement will only be granted upon approval from ZPG management. A placement requiring management approval will cause the requesting IC to be assessed a \$100.00 fee. If the IC to be moved has a downline the Placement Change will require management approval and will be assessed a \$100 fee.

3.7 Selling or Changing Your ZPG Position

ZPG reserves the right to approve or disapprove any change you propose to make to your business name or structure, the formation of partnerships, corporations, and trusts for tax, estate planning, and limited liability purposes as they relate to your Position. Before we can approve such a change, you must complete a new IC Application and Agreement and file it with us

outlining the proposed change and the reasons for the proposed change. If you are considering selling your ZPG Position, there is a procedure you must follow to gain approval of the request.

A ZPG Position may be sold only after ZPG has approved the request in writing. We will not allow a ZPG Position to be sold if it has not been actively engaged in retail selling of ZPG products. We will only approve a proposed sale/transfer of the ZPG Position if you have first given us written notice of the proposed terms of the sale to a bona fide purchaser and allowed ZPG to exercise a First Right of Refusal. You can request these forms through the Compliance Department at the ZPG Home Office.

Section 4: Ordering, Purchasing and Reselling Products

4.1 Initial Purchase

You are not required to purchase any product in order to be an IC. Except where prohibited by law, you are required to purchase a Wellness Consultant Kit at the time of submission of your IC Application and Agreement to ZPG.

4.2 Inventory Purchases

The ZPG program is built on retail sales to the end consumer. ZPG encourages its ICs to only purchase inventory that they and associates of their family will personally consume, or which will be resold to others for their ultimate consumption or resale. ZPG retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification or recognition purposes instead of for consumption or resale.

70% Resale Rule: To be eligible for bonuses, an IC must meet ZPG's qualification requirements and comply with the 70% Resale Rule. Under this rule, you may not order additional product unless you have sold or used for personal or family use at least 70% of the product that you have previously purchased. By placing an order for ZPM products, you make the certification that you have used or resold at least 70% of your prior orders regardless of the method that you use for placing the order.

4.3 Payment

All orders must be accompanied by proper payment including all applicable shipping/handling fees and sales tax. We accept payment in the form a cashier's check, money order, and major credit cards. We will not process orders that are not accompanied by full and proper payment. If paying by personal check, orders will not process until funds have cleared. Further, Bonus Volume will not be earned until funds clear our bank.

If an IC fails to pay for products or services, or orders are shipped and then payment fails, or for any other reason the company is owed funds, then the Company is authorized to withhold the appropriate amounts from the IC's commission and bonus checks, debit credit card/electronic checking accounts, if any, which the IC has authorized the Company to charge.

If payment owed isn't made, the IC may be disciplined or terminated, resulting in the loss of their marketing organization and future commissions and bonuses, and may be placed on inactive status by the Company for an indeterminate period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other acts outside of the control of the Company.

4.4 Cutoff Date for Orders

In order for a standard or expedited order to be counted in the current day's Business Volume (BV), it must be received by 11:59:59 PM Eastern Time, USA. Standard orders will ship within 3-5 days, depending on availability of products.

4.5 Order Confirmation

As a courtesy, an order confirmation e-mail will be sent (if you have an e-mail address on file with ZPG.) This confirmation e-mail will also contain the date and time of the order. This information will be retained by ZPG with the order and used as proof of your acceptance of the ZPG Policies and Procedures. In the event there is a dispute with any financial institution concerning this payment, ZPG will submit this information to the financial institution and you agree to accept this as proof that you authorized the use of your account for payment or to provide evidence of fraudulent use of your account. ZPG is not responsible for non-receipt of the e-mail due to invalid e-mail address on file or for other failures of the internet e-mail system.

4.6 Resale of Product

Only authorized ICs of ZPG may purchase ZPG products at wholesale for resale.

ZPG products may not be sold through catalogs or other mass retail sales medium, infomercials or television, without the prior written approval of ZPG.

Internet product sales may be made only on ZPG approved websites. ZPG products may not be sold or displayed on any online auctions, including but not limited to, eBay, UBid, eBay Stores, Yahoo, Buy It Now, etc.

ZPG products may not be displayed and sold in retail establishments where the primary source of income is the resale of products unless such locations are approved and duly appointed by ZPG. ZPG products may be sold in service-related and by-appointment businesses, where the primary source of income is from such services and not from product sales (such as salons, spas, doctors' offices, and health clubs and weight clinics.)

No IC may represent any product as a ZPG product, except those products that are officially presented by ZPG on Company websites, printed literature, or Company order forms.

Only ZPG-produced literature or Company pre-approved literature, banners, or signage may be displayed anywhere at any time.

Resale of ZPG products in any jurisdiction where such resale are not recognized or permitted is strictly prohibited.

4.7 Sales Tax

Where applicable, if you are a resident in a state or jurisdiction where ZPG collects taxes, we will collect and remit sales taxes on your behalf. The sales tax is based upon the tax rate in the jurisdiction that the product is shipped to. Generally it assessed on the retail price paid by the end consumer. Where allowed by the taxing jurisdiction, you may submit a current Sales Tax Exemption Certificate (STEC). Once the STEC is submitted and approved by ZPG, we will not charge or collect sales tax on your orders shipped to that location. You will be responsible for tracking and reporting all sales and sales taxes due. ZPG will not reimburse sales tax on orders placed before we receive a STEC.

You hereby agree to indemnify and hold ZPG harmless regarding any liability, including financial that we may incur as a result of your failure to properly declare that the products are for personal or retail use.

Section 5: General Operational Policies

5.1 Out-of-Market Sales

IC may not promote the income opportunity in countries or territories that have not been officially opened by ZPG. You may sell directly or indirectly via your replicated website only products and product packages. ZPG will not be responsible for any Taxes, import or otherwise, customs or import issues, import paperwork or costs, delivery to or return from, or any other governmental issues that arise from out of market sales. Those sales are 100% at the risk and responsibility of the IC. No commissions will ever be paid to any customer or Consultant outside of market. Only IC's residing inside of open countries may receive any compensation for sales of products.

Any violation of this rule constitutes a material breach of this contract and is grounds for immediate termination of your IC Position. The reason for this rule is that all ZPG products and income opportunities are labeled to comply with the laws of the specific individual country or market, and those who violate this provision could seriously jeopardize or compromise the ability of ZPG to obtain governmental approval in countries where approval is pending or planned.

5.2 Confidential Information

In order to assist you in the conduct of your ZPG business, we may supply you with reports and information. That information includes, but is not limited to, marketing plans and strategies, products, purchases, pricing and information concerning your downline and upline sales organization. All or any part of that information may be referred to in these Policies and Procedures as the "Lists."

You acknowledge and agree that all such information is ZPG's property and must be held confidential. You agree that you will not directly or indirectly disclose any of the confidential information on the Lists to any third party or use any of the information to compete directly or indirectly with ZPG. You also recognize that ZPG's marketplace is the network marketing industry, and that competition with ZPG includes using the Lists in other network marketing companies regardless of the type of product they might sell.

The Company's business relationship with its vendors, manufacturers and suppliers is confidential. You may not contact, directly or indirectly, or speak to or communicate with any representative of any of our suppliers or manufacturers except at a ZPG sponsored event at which such a supplier/representative is present at our request. Violation of this regulation may result in termination and possible claims for damages if the vendor/manufacturer's association with ZPG is compromised by your contact or actions.

5.3 Cross Sponsoring/Other Business Opportunities

An IC shall not sell to other IC's, non-ZPG products or in any way promote to such ZPG IC's the opportunities in marketing programs of other companies. You cannot sponsor or attempt to sponsor anyone from your downline or any other ZPG sales group (downline or upline) into any other multi-level marketing (MLM) or network marketing organization. The only exception to this rule is that you do have the right to discuss such opportunities with IC's that you have personally sponsored, but not those that they have personally sponsored.

Violation of these policies is grounds for termination of the IC without warning. It may also give rise to other claims for unauthorized use of our confidential information.

You may not use ZPG's customer network, or assist others, in using the downline reports or any other information provided by any ZPG website to sell other products or services. Use of the downline reports for anything other than ZPG marketing operations is limited to those Independent Consultants and Preferred Customers that you have personally sponsored. Misuse of a downline report is grounds for, but is not limited to, termination of an IC.

The downline reports are the exclusive property of ZPG. ZPG may, at its sole discretion, reclaim and take possession of the downline reports. You also recognize and agree that misuse of the downline reports cannot be fully compensated through monetary damages and, therefore, you agree that we may seek and obtain a temporary restraining order or preliminary and permanent injunctive relief prohibiting you from misusing the downline reports. You also understand and agree that we may seek compensatory damages if you misuse the downline reports. You also agree that the obligations under this section will survive the termination of your IC Position.

5.4 Cross-line Raiding

Cross-line raiding is strictly prohibited. "Cross-line raiding" is defined as the enrollment of an individual or entity that already has a current IC Agreement on file with ZPG, or who has had such an agreement within the preceding six (6) calendar months with a different line of sponsorship. The use of trade names, assumed names, corporations, partnerships, trusts, social insurance numbers, tax ID numbers, social security numbers, or fictitious ID numbers to circumvent this policy is prohibited. IC's may not demean, disparage, discredit, or invalidate other IC's in an attempt to entice another IC to become part of the first IC's downline organization.

5.5 Phantom or 'Ghost' Positions

The practice of signing phantom or 'ghost' positions is strictly prohibited. Any instance of this practice will result in immediate termination of the Business(s) involved. Phantom or 'Ghost' Positions are individuals or entities that are not aware of or have not given their express written agreement by knowingly signing a ZPG Independent Consultant Application and Agreement for their enrollment into ZPG as an Independent Consultant. In the case where there is no evidence or means to verify that the information on a ZPG Independent Consultant Application and Agreement is valid, the application will be deemed to be a Phantom or 'Ghost' Consultant.

5.6 Income Claims

IC's may not make any revenue or income claims, projections or misrepresentations. "Check flashing," false, deceptive or misleading claims regarding the opportunity or products are prohibited. We firmly believe that the ZPG opportunity is great. Neither ZPG nor any IC needs to resort to artificial and unrealistic projections. ZPG IC's earning claims should not be construed as representative of fixed, or standard earnings from any ZPG business. The income levels achieved by ZPG IC's are not intended to imply that another IC will achieve the same level of income. The income levels achieved will be dependent upon the individual IC's business skills, personal ambition, time, commitment, activity and demographic factors

When making any approved income claim you must accompany the claim with the following disclaimer:

"ZeroPoint Global Independent Consultant earning claims should not be construed as representative of fixed or standard earnings from any ZPG business. The income levels achieved by ZeroPoint Global Independent Consultants are not intended to imply that another person will achieve the same level of income. The income levels achieved will be dependent upon the

individual's business skills, personal ambition, time, commitment, activity and demographic factors."

5.7 Product Claims

You may not make any claims as to therapeutic or curative properties about the products. In particular, you may not make any claim that ZPG products are useful or can help in the diagnosis, prevention, treatment or cure of any disease or condition. Such statements can be perceived as medical claims. Not only are those statements totally against ZPG policy, but they may also violate federal and state food and drug commission and trade commission laws and regulations. We suggest that you and your customers always consult your physician or health-care professional before using ZPG products.

You will not represent that ZPG, its products, or program have been approved or endorsed by any government agency. Federal or state agencies including the FDA, FTC, or Attorneys General Offices do not approve nor endorse marketing programs.

When making any approved product claims you must accompany the claim with the following DSHEA disclaimer:

"These statements have not been evaluated by the FDA. ZeroPoint Global products are not intended to diagnose, treat, cure, or prevent any disease. Always consult your physician or health care professional before starting this or any other health or fitness program. If you are under the age of 18, or have any other medical condition, please consult a physician before use."

5.8 Product Pricing

ZPG reserves the right to adjust the price of its products or services at any time.

5.9 Sales to Other ZPG IC's

No IC is permitted to sell peripheral or ancillary products or services to the ZPG field without the expressed written consent of the Compliance Department. Such items or services may include but are not limited to any sales tools, promotional items, training systems, sales leads, business cards, websites, online marketing systems, etc.

Section 6: Advertising and Use of Company Name

6.1 Use of Trademarks, Copyrighted Materials and Intellectual Property

ZPG may license the use of its trademarks, trade names, copyrights, or other types of intellectual property to IC's, subject to the limitations herein and subject to the limitations in any licensing agreement. A licensing agreement may be obtained from the ZPG Legal Department.

IC's may not use any ZPG owned intellectual property on merchandise including but not limited to clothing, buttons, stickers, and coffee mugs.

IC's may not use any of ZPG's current or after acquired trademarks or any confusingly similar variations of its marks, in a manner that may possibly cause confusion, mistake, or deception as to the source of the products or services advertised.

An IC may not use ZPG's trademarks or any confusingly similar variation of its trademarks in a business name, e-mail address, internet domain name or sub-domain name, telephone number, or in any other address or title.

The IC agrees to immediately reassign to ZPG any registration of the Company names, trade names, trademarks, or internet domain names registered or reserved in violation of this policy. The provisions of this section survive the termination of this Agreement. Failure to do so will result in immediate termination of the IC.

All sales tools must be pre-approved by ZPG. IC may not use ZPG's trademarks on non-approved Sales Tools.

ZPG, at its sole discretion, will determine whether a variation of its trademark is confusingly similar.

IC's shall not use ZPG's trademarks or copyrights in countries where it is prohibited.

ZPG's literature and media are copyrighted by ZPG and may not be duplicated without prior written consent.

6.2 Internet and Website Policy

ZPG maintains an official corporate website and provides replicated websites to all active-status IC's. Private or third-party websites are allowed but must be submitted to the Compliance Department for approval. Once approved, the Company will issue a letter of approval, with an expiration date of one year and a unique html certificate that must be displayed at the bottom of the home page of the private website. Contact Customer Service to receive compliance instructions. There is a \$25.00 fee for each website submitted. This fee is charged each year for which compliance is sought.

An IC may advertise on the internet by placing a preapproved "Banner image" on websites that link directly to their ZPG-provided website. You may only use your ZPG-provided or ZPG approved website in connection with your ZPG activities. Your private website must implement and publish a privacy policy that protects any information gathered from being sold or used by anyone else. Banner advertisements that are not from among the ZPG preapproved images must undergo the same compliance process as websites.

ZPG will allow IC's to maintain domain names with the sole purpose of redirecting to their replicated website. Within such domain names the IC may not use ZPG's trademarks or trade names, or any derivatives or confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake or deception as to the source or sponsorship of the website. These "pass through" websites still must pass compliance as the Company checks META tags, search terms, domain names etc.

IC's may not use ZPG's trademarks, or any derivatives or confusingly similar variations of its mark, in a manner that is likely to cause confusion, mistake or deception as to the source of the products or services advertised.

You may not submit or use ZPG's trademarks or any derivative or confusingly similar variation of its trademarks or trade name (e.g. zerpoint, zeropointe, 0point, zeropont, etc.) to an internet search engine or "pay per click" service.

You may not post "ZeroPoint Global" or any derivative or confusingly similar variation of its trademarks or trade name on any internet forum, discussion group, news group or online auctions.

You may not use “ZPG” trademarks or trade name in registering any business name, e-mail address (e.g. myZeroPoint@aol.com, mynameZeroPoint@yahoo.com, etc., internet domain (e.g. www.myZeroPoint.com, www.mynameZeroPoint.com, etc.) or sub-domain name, website text, meta tag list, telephone number, or in any other address or title in any in the U.S. or any country.

You agree to immediately reassign to ZPG any registration of ZPG’s names, trade names, trademarks or Internet domain names registered or reserved in violation of this policy. The provisions of this section survive the termination of the Contract. Failure to promptly reassign any registration will result in suspension, termination or even legal proceedings against you.

ZPG determines, in its sole discretion that a name is a derivative or confusingly similar. By your participation, you agree to immediately comply with ZPG instructions for transferring the name.

All advertisements sent via e-mail, telephone or facsimile must comply with all anti-spam laws for the state or country where the intended recipient resides. The IC is under obligation to research and comply with all laws concerning unsolicited commercial e-mail. Under United States law, it is unlawful “to use any telephone, facsimile machine, computer, or other device to send an unsolicited advertisement. Electronic mail advertisement means any e-mail message, the principal purpose of which is to promote, directly or indirectly, the sale or other distribution of goods or services to the recipient.” (CAN-SPAM Act of 2003).

While participating in Lead Generation programs is permitted, no IC may create or distribute any competing lead generation program without written permission from the Company. A lead generation program is a website that allows an IC to gather information from a prospective customer or IC in order to recruit that individual.

6.3 Promoting Your Business: Telephone, News Media, Print Advertisement

Phone Etiquette: As an IC, you may not answer your phone or have a recorded message only using the name ZeroPoint Global. Your greeting or message may only state and must specifically state you are a “ZeroPoint Global Independent Consultant.”

Phone Directory: Any IC may place a text listing of their name in the white or yellow pages of a telephone directory followed by “ZeroPoint Global Independent Consultant.”

Business Title: If an IC selects a business title, the title must clearly state that the IC is a “ZeroPoint Global Independent Consultant.” An IC’s title may not imply that the IC is an employee or agent of the company. Each time ZPG’s logo or name is used in writing and in relation to an IC, the IC must identify itself as a “ZeroPoint Global Independent Consultant” and include the small “™” signifying the mark is trademarked.

News Media: ZPG ICs are not permitted to contact the news media to promote ZPG and/or their ZPG business. News Media include but are not limited to all forms of internet based journalistic communications such as blogs, forums, and bulletin boards. If contacted by the news media, IC’s are required to refer the news media to Corporate. Any interviews of ICs by the news media must have prior written approval and be coordinated through the ZPG Home Office. Any violation of these news media policies may result in immediate termination of status.

Print Advertisement: Some ICs use classified advertising in the newspapers to find prospects. The following rules apply:

- No advertisement may imply that a job or position is available.
- No specific income or income claims can be promised.
- Advertisements may not contain references to ZPG or its specific products.
- You may not use any of ZPG’s trademarks or trade names in the advertisements.

Print Advertisement: ICs may use pre-approved advertising materials as posted and offered by the Company or they must obtain prior written approval from the Compliance Department for all other advertising.

6.4 Repackaging Products

Under no circumstances may an IC print their own product labels or repackage ZPG products. Products are to be sold in their original packaging only.

6.5 Trade Shows

Only with written authorization from the Company may you, as an IC, present ZPG products and income opportunity at trade shows. We must receive a written request for participation in trade shows at least two weeks prior to the show. Only ZPG products and/or opportunity may be offered in the trade show booth. Only ZPG-produced marketing materials or pre-approved marketing materials may be displayed or distributed. You may not sell or promote ZPG products or income opportunity at informal and formal gatherings for the barter or sale of goods including but not limited to flea markets, swap meets, garage sales, or street markets.

6.6 Unsolicited Activities

The following activities are prohibited: Automatic calling devices or “boiler room” operations, unsolicited e-mail broadcasts, fax broadcasts, or unsolicited e-mail advertisement (e.g., spamming).

6.7 Release for use of Photo, Audio, or Video Image, and/or Testimonial Endorsement

As a ZPG IC, you grant to ZPG, its successors, assignees, employees and agents, the absolute and irrevocable right and permission, to reproduce, use, reuse, create derivative works, broadcast, rebroadcast, publish, or republish any such photos, audios, videos, or endorsements, in all or in part, individually or in conjunction with any other photograph, audio or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to apply for copyright protection for such photograph, audio works and/or video works, in the original form or as republished, in the name of ZPG, or in any other name as ZPG may select.

In addition, to the extent you own any right, title, or interest, including any copyrights, in any photograph, audio works, video works, audiovisual works, any endorsement, or any other original works of authorship in connection with ZPG products, services, or business, you shall promptly assign any and all such rights, title, and interest to ZPG, and you shall assist ZPG to obtain copyright protection or other forms of protection for such assigned rights, title, and interest. Regardless of any other agreements or contracts you may have with any other entity, you agree that any use by ZPG as set forth in this section shall be royalty free and not subject to any other claim. You agree to defend and indemnify ZPG against any claims by any other party arising out of ZPG use of the rights granted herein.

You confirm that the information you give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of your knowledge. You waive any right you may have to inspect, approve or revoke the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter that may be used in connection with it or any use that may be made of it.

You agree to release and discharge ZPG, and its successors, assignees, employees, and agents, from any and all liability, claim and/or demands arising out of or in connection with the creation

and the use of any photograph, video, audio or endorsement, including any claim for slander or defamation.

All testimonials and images associated with such testimonials are the property of ZPG and the individual who gave the testimonial. If an IC wishes to use a testimonial in an approved website or marketing material they must receive prior written permission from ZPG and the testimonial giver.

Testimonials include all testimonials distributed by ZPG on any ZPG website or ZPG marketing materials.

6.8 Compliance Review

If an IC wishes to use a mode of advertising their ZPG business outside of the approved marketing materials and replicated website the IC must receive written approval from the ZPG Compliance Department prior to printing or posting such advertisement, copy or any other discussion or claims regarding ZPG, the products or the income opportunity.

Modes of advertisement referred to in this section include but are not limited to: posting on MySpace, YouTube, eBay, or Craigslist, posting on Blogs and Forums, producing print and other multimedia marketing materials, and Team Building Websites.

The IC may only utilize such advertising medium when they receive written notification directly from the ZPG Compliance Department. Every separate request for compliance review carries a fee of \$25.00.

Section 7: Organizational Reports and Commission Statements

At ZPG we have set up unique and intricate systems to track all of your business activities. In that way we can provide you with the best and most up-to-date analysis of the state of your business. At the same time that means that we are always able to provide you with your earned commissions promptly and efficiently.

7.1 Adherence to the ZPG Team Compensation Plan

IC's must adhere to the terms of the ZPG Team Compensation Plan as set forth in official ZPG literature. IC's shall not offer the ZPG opportunity through or in combination with, any other opportunity or unapproved method of marketing. IC's shall not require or encourage other current or prospective Customers or IC's to participate in ZPG in any manner that varies from the program as set forth in official ZPG literature. IC's shall not require or encourage other current or prospective IC's to execute any agreement or contract other than official ZPG agreements and contracts in order to become an ZPG IC or Preferred Customer. Similarly, IC's shall not require or encourage other current or prospective IC's to make any purchase from, or payment to, any individual or other entity to participate in the ZPG Team Compensation Plan, other than those purchases or payments identified as recommended or required in official ZPG literature. Manipulation of the ZPG Team Compensation Plan in any form is strictly prohibited and is grounds for immediate termination.

Commission payments and other bonuses, as well as all other monies paid by the Company to the IC, are based on the calendar week or calendar month. The week begins at 12:00 AM Eastern, USA time on Monday of each week. Orders must be received at the Company's order department by the last working day (non-holiday weekday) of the week so as to be credited to

that week, unless placed through your IC Back Office, which allows you to enter orders up to 11:59 PM, New York, USA time on Sunday.

Weekly commission checks are calculated two weeks in arrears. Monthly commission checks are calculated for the previous month and sent USPS by the 25th of each month.

In the event that an IC resigns or is terminated, ZPG maintains the right to hold any forthcoming commission, bonus or other payment for up to sixty (60) days, or until any outstanding matters are resolved to the Company's satisfaction.

7.2 Organizational Reports

All IC's receive access to an online back office and have access to a level of reporting about their business. Organizational Reports contain trade secret information, which is proprietary to ZPG.

7.3 Commission Currency and Method of Payment

ZPG pays IC's with paper checks that are sent via regular mail. Commissions for sales volume and organizational activity in your local market are calculated and paid in your local currency unless otherwise stated by ZPG. Commissions for sales volume and organizational activity in markets other than your local market are calculated and paid in your local currency.

7.4 Reporting and Resolving Problems and Errors

In the event an IC has questions about or believes that any errors have been made regarding commissions, bonuses, downline genealogy reports, orders, or charges, the IC must notify ZPG within thirty (30) days of the date of the purported error or incident in question. ZPG will not be responsible for any error, omission, or problem not reported within thirty (30) days.

If you have any questions regarding shipments, orders, commissions and bonuses, or the ZPG Team Compensation Plan, please contact Consultant Services.

Section 8: General Information

8.1 Referral Policy

Occasionally, potential customers or business opportunity prospects will contact ZPG directly. Every effort will be made to determine the source of the referral and to give proper credit to the referring IC. If the prospect has not already spoken to an IC, we will forward the information about the prospect to active leaders that are known to be working diligently on their ZPG business and are relatively close in proximity.

8.2 Access to the ZPG Personnel

You may access ZPG support personnel as needed during normal business hours. ZPG support personnel are available between the hours of 9:00 AM and 5:00 PM Pacific Time, Monday through Friday.

8.3 Employee Opinions or Representations

From time to time, IC's ask ZPG employees for opinions regarding the meaning of policies, qualifications for commissions, placement or sponsorship changes, downline positioning, etc.

Employees may not give their opinions or interpretations of the ZPG Policies and Procedures. We are not liable for any such opinions or representations, and you are not authorized to rely on them. You can only rely on our current Policies and Procedures.

8.4 Contact Information

Communication with the company may be directed to the following:

Physical Address:

ZeroPoint Marketing, Ltd.
9101 West Sahara Ave, Suite 105-A17
Las Vegas, NV 89117-5799

Telephone:

800-356-7935

Fax:

800-356-7935

E-mail:

info@zeropointglobal.com

Section 9: Disciplinary Actions and Dispute Resolution

9.1 Disciplinary Actions

If you violate any of these Policies and Procedures OR engage in any illegal, fraudulent, deceptive, or unethical business conduct, we may, at our sole discretion, invoke any disciplinary actions that we deem appropriate. Among the potential disciplinary actions are:

- Issuance of a written warning or admonition. Imposition of a fine, which may be imposed immediately or withheld from future bonus or commission checks
- Reassignment of all or part of your downline organization
- Adjustment of your status
- Suspension, which may result in termination or reinstatement with conditions and/or restrictions
- Termination of your Position

We will use our best efforts to first give you notice of the alleged violation, by communication to your current e-mail address on file, and allow you to present facts that show that there has been no violation. However, if we believe that the violation is of a serious nature, we reserve the right to make our determination and take action without prior notice.

If you attempt to circumvent the Policies and Procedures to accomplish something indirectly that has been directly prohibited, you will be disciplined as if the applicable policy had been directly violated.

9.2 Suspension or Termination

You are not required to make any product purchase in order to become an IC, other than the IC Business Kit and an annual administrative fee. You are not encouraged to maintain an inventory

of any kind in order to become or succeed as an IC. Either party may terminate this agreement at any time by giving written notice of termination to the other party.

We may suspend or terminate your Position or status as a corrective measure for any activity by you that, in our sole judgment, constitutes a violation of the IC Application and Agreement, or any violation of the Policies and Procedures. Whenever there is a complaint or evidence of a prohibited activity, generally, we will contact you to let you know that we suspect a violation of a Company Policy or Procedure. We will generally offer you an opportunity to present facts that would show that you have not violated the Policy or Procedure. We reserve the right to make the final determination as to whether the Policy or Procedure has been violated and our decision is final and may not be appealed.

If we determine that suspension is an appropriate remedy, it could include any or all of the following:

- Some or all bonuses, commissions, prizes or recognition could be withheld.
- You could be restricted from participating in any ZPG activity, promotion, event or contest even if the qualification period for such event was prior to the suspension.
- You could be excluded from participating in any ZPG meetings, training or corporate sponsored events even if the qualification period for such events was prior to the suspension.

If we determine that termination is the appropriate remedy, you must immediately quit representing yourself as a ZeroPoint Global Independent Consultant.

After termination, you will still be liable for any compensation or bonus deductions that you would have had to pay as the result of any Buy-Backs or returns that occur in your downline. If we have to file a lawsuit to collect those amounts, you agree to pay any collection and legal costs that we incur. We may also notify credit reporting agencies of any delinquency.

If you are suspended or involuntarily terminated you will not be eligible for reinstatement or have the opportunity to hold any Position. Any earnings or commissions withheld because of a suspension or termination will not be retroactively paid.

9.3 Grievances and Complaints

When an IC has a grievance or complaint with ZPG or another IC regarding any practice or conduct in relation to the ZPG business, the complaining individual should first report the problem to his or her upline sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Compliance Department at ZPG. The Compliance Department will review the facts and attempt to resolve grievance. If it is not resolved, it will be referred to the Dispute Resolution Board for final review and determination.

9.4 Dispute Resolution Board

The purpose of the Dispute Resolution Board ("DRB") is to (1) review appeals of disciplinary sanction; and (2) review matters between ZPG IC's. After the response or settlement instituted by Compliance has been denied or otherwise remains unresolved, the DRB reviews evidence, deliberates, and responds to current outstanding issues on a collective basis.

An IC may submit a written request for telephonic or in-person hearing within seven (7) business days from the date of: (1) the written notice by ZPG of disciplinary action; or (2) the written decision of Compliance regarding disputes between IC's. All communication with ZPG and the IC seeking resolution of a dispute must be in writing. It is within the DRB's discretion whether a claim

is accepted for review. If the DRB agrees to review the matter it shall schedule a hearing within thirty (30) days of receipt of the IC's written request. All evidence (e.g. documents, exhibits, etc.) that an IC desires to have considered by the DRB must be submitted to ZPG no later than seven (7) business days before the date of the hearing. The IC shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the hearing. The decision of the DRB will be final and subject to no further review. During the pendency of the claim before the DRB, the IC waives his or her right to pursue arbitration or any other remedy.

If the IC wishes to have a hearing in their absence, following issuance of a sanction, the disciplined IC may appeal the sanction to the DRB. The IC's appeal must be in writing and received by ZPG within fifteen (15) days from the date of ZPG's notice of disciplinary action. If the appeal is not received by ZPG within the fifteen (15) day period, the sanction will be final. The IC must submit all supporting documentation with his or her appeal correspondence. If the IC files a timely appeal of the disciplinary action, the DRB will review and reconsider the sanction, consider any other appropriate action, and notify the IC in writing of its decision. During the pendency of the claim before the DRB, the IC waives his or her right to pursue arbitration or any other remedy.

9.5 Arbitration and Governing Law

Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If an Independent IC files a claim or counterclaim against ZPG, he or she may only do so on an individual basis and not with any other individual or as part of a class or consolidated action. You waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the County of Clark, State of Nevada, unless the laws of the state in which you reside expressly require the application of its laws, in which the case the arbitration shall be held in the capital of that state. Louisiana resident ICs may choose to arbitrate in Louisiana using Louisiana law.

All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from a panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.

The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the agreement. Nothing in these policies shall prevent ZPG from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect ZPG's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with arbitration or other proceeding.

This section shall not apply to violations of internet and intellectual property policies including but not limited to selling ZPG products on the internet, cyber-squatting, registering ZPG trademarks or confusingly similar domain names, and producing ZPG merchandise. ZPG reserves the right to pursue all legal remedies afforded by law in relation to these violations including full utilization of the judicial system.

If the laws of any jurisdiction impose any requirement that is different from or in addition to those set forth in these Policies and Procedures, then the Policies and Procedures shall be deemed amended in conformance with those laws as to that jurisdiction only.

Both parties agree that the existence of or any information coming out of arbitration or litigation is confidential and is only to be disclosed on a “need to know” basis. Both parties agree not to disclose the outcome of the proceeding or matters relating thereto without the prior written consent of the other party which consent shall not be unreasonably withheld. Violation of this provision will result in the immediate termination of the IC.

9.6 Check Re-Issuance

If ZPG must re-issue a check or credit to a check card after the first issuance the IC will be assessed a \$35.00 re-issuance fee.

9.7 ZPG Website

ZPG does not warrant that any websites operated, sponsored or hosted by ZPG of any of its affiliates (collectively, the “websites”) will be uninterrupted or free from error. The websites, their use, and the services that they perform are provided “as is”, without warranty of any kind, either express or implied.

Specifically, ZPG disclaims any warranties, including, but not limited to (i) any warranties concerning the availability of any website or any content therein, or any warranties concerning access to any website; (ii) any warranties of non-infringement; or (iii) any warranties of merchantability or fitness for a particular purpose.

9.8 Ambiguities

In the event an ambiguity is found in this document, the ambiguity will not be interpreted against the drafter.

9.9 DISCLAIMER OF WARRANTIES

PRODUCTS, DOCUMENTATION, AND MATERIAL: THE PRODUCTS AND ANY SALES, PROMOTIONAL, OR OTHER DOCUMENTATIONS OR MATERIALS IN ANY FORM FURNISHED IN CONNECTION WITH THE PRODUCTS ARE PROVIDED “AS IS.” ZPG SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH SUCH PRODUCTS, DOCUMENTATION, AND MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.10 EXCLUSION OF DAMAGES

IN NO EVENT SHALL ANY ZPG OFFICER, DIRECTOR, EMPLOYEE, AFFILIATES, SUCCESSORS, OR ASSIGNEES BE LIABLE TO ANY IC FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, FOR ANY CLAIMS OR ACTIONS RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE FUNCTIONALITY OR OPERATION OF ANY WEBSITES (OR SUCH WEBSITE’S FAILURE TO FUNCTION TO OPERATE), OR ANY ACTS OR OMISSIONS OF ANY ZPG PARTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION.

Section 10: Company Return and Refund Policy

10.1 Refunds, Repurchases, and Exchanges

Refunds are for purchase price and do not include shipping & handling fees. All merchandise must be returned by the IC or Customer who originally made the purchase directly from ZPG.

All returns must have a Return Authorization Number which is obtained by calling the Customer Support Department within 30 days of purchase. This Return Authorization Number must be written on each carton returned.

The return is accompanied by:

- Completed and signed Consumer Return Form
- Unused portion of the product in its original container

Proper shipping carton(s) and packing materials should be used when packing product(s) for return or replacement. Use shipping services that provide a tracking number for each package.

Send to ZPG shipping pre-paid. ZPG does not accept shipping-collect packages. Lost shipments are the full responsibility of the customer. ZPG cannot be held liable for lost return shipments. If returned products are not received by the ZeroPoint distribution center, it is the responsibility of the customer to trace the shipment.

If a customer is returning merchandise to ZPG that was returned to him or her by another personal retail customer, the product must be received within ten (10) days from the date of which the retail customer returned the merchandise to the IC and must be accompanied by the sales receipt provided to the customer by the IC at the time of sale.

All conditions in this policy must be met prior to receiving a refund or replacement.

10.2 Replacement Policy

ZPG will replace at 50% the cost any Pendants, Plates or Coasters that are accidentally dropped and or broken with the return of the broken pieces and a RMA (Return Merchandise Authorization) which is gotten from ICs Services by emailing to info@zeropointglobal.com.