

Member Agreement

1. I am of legal age in the State or Province in which I reside.
2. I shall become an Independent Member with Healthy-Hearts Club., hereafter [HHC]., upon acceptance of the data submitted on my member application. I shall have the right to sell the products offered by HHC. I agree to abide by the HHC Policies & Procedures, which may be amended from time to time by HHC at its discretion.
3. If I enroll under my company name I understand that my Full Name, and Federal ID# is also required. HHC also requests your SS#. I understand that all government issued ID#'s are subject to being checked.
4. I understand that I am not an employee of HHC and that I am responsible for my own business.
5. I understand that the product names and logos are valid trademarks. I understand that I may use such trademarks in printed materials for marketing HHC products provided that I place the "®" symbol next to each occurrence of such trademarks and I produce such materials in accordance with the HHC standards of quality. I understand that I may not use the product names or logos for any products without prior written approval.
6. I have carefully reviewed the HHC'S Residual Referral compensation plan, Policies & Procedures. I acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by HHC.
7. I understand that I may not make any statements or representations whatsoever regarding HHC and its products other than those approved and supplied by HHC. I agree that any violation of this regulation may result in a Notice to Correct, sent via certified mail and refusal to remedy within 14 days may result in termination as a member. HHC may terminate a member at any time if the member breeches this agreement or engages in any conduct that may bring disrepute to HHC or which is in violation of any law or government regulation or ordinance. I understand if I don't abide by all of the conditions of being a member my membership may be terminated by the Company, including the termination & loss of all monies past, present, & future, which are currently owing.
8. I understand that to become a HHC Member and Retail Products, there is no purchase necessary. I understand however that in order to qualify for commissions in the HHC's Residual Referral Compensation plan I will be required to activate my business center with a \$70.00 retail purchase activation fee, which includes one HHC starter Pack I may choose to do so at any time I wish. I must also sign up for the Monthly Auto-Ship consisting of one HHC product at the minimum price of \$60.00 dollars including shipping and handling. This will allow me to receive The HHC residual referral commission checks, fast start checks and retail bonuses
9. HHC's program is based upon retail sales to the ultimate consumer. HHC realizes that members may purchase products for personal consumption and recognizes such sales as retail sales for end user consumption. The compensation plan is based upon retail sales. With each order placed, a member certifies that he/she has sold or used for personal consumption at least seventy percent of previous orders. Members are not required to carry a specific inventory. It is up to their discretion to stock enough inventory to service their business needs based upon actual and projected retail sales. All forms of front end loading or stockpiling products are discouraged. I understand that HHC may verify retail sales through any method it deems appropriate. Members must keep and retain complete receipts of retail sales and provide them to HHC upon request.
10. I agree to Indemnify and hold harmless HHC (and it's officers, executives, members, employees and agents) against any claims, liability, obligations, expenses, (including attorney's fees) or damages arising out or any representation made by me in connection with any HHC products.\
11. This agreement may be cancelled by either party at any time by written notification. Said cancellation must be received by certified mail, return receipt requested. No fax or verbal cancellation shall be accepted as a cancellation. This is done to protect both members and HHC from any misunderstanding as to the date of cancellation. Official cancellation date of a member is the day we receive the certified letter in our offices in Blaine, Washington. **Due to the speed at which commissions are paid, all HHC payments for both the HHC Residual Referral Compensation plan and the New Membership sales are non-refundable. I understand I will be responsible for any fees incurred as a result of chargebacks that I initiate.**
12. I will not make any false or misleading statements, or income projections to prospective or existing members about HHC or it's compensation plan.. This is prohibited.
13. When a member discontinues their auto ship for three consecutive months they will be cancelled out, and be removed from our payout systems. They will automatically lose their down line. To be reinstated a member must restart autoship and will be placed in the next available spot of their sponsor. Under no circumstances will HHC rebuild the down line of a cancelled member.
13. In the case of death, rights of the Healthy Hearts Club Member in the Healthy Hearts Club Compensation Plan shall pass on to the heir
14. I have familiarized myself with the HHC products and I acknowledge that these products are not considered medicines for the specific treatment of any disease or disorder either mental or physical. I will not participate in diagnosis, prognosis, evaluation or treatment of any disease; physical or mental disorder unless I have the necessary accredited medical education and training to do so In accordance with the terms and conditions contained in this Agreement, I hereby agree to become an Independent member with HHC and agree to all the Policies and Procedures as stated above.

Signature _____ Date _____ Printed Name _____

Healthy Hearts Club

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