



Beyond Slim®
Affiliate Terms & Conditions

NOTE: These Terms & Conditions contain a Dispute Resolution, Binding Arbitration, and Class Action Waiver agreement at paragraphs 19 - 22 that affects how claims you may have against Beyond Slim, or claims Beyond Slim may have against you, will be resolved. The parties understand and agree that the Dispute Resolution, Binding Arbitration, and Class Action Waiver agreement in paragraphs 19 - 22 operates as a separate and distinct agreement that is severable from the remainder of these Terms & Conditions and is enforceable regardless of the enforceability of any other provision of these Terms & Conditions or the Terms & Conditions as a whole. Consideration for the Dispute Resolution, Binding Arbitration, and Class Action Waiver agreement includes, without limitation, the parties' mutual agreement to arbitrate claims.

- 1. The Agreement.** These Terms & Conditions govern the relationship between you, as a Beyond Slim Independent Affiliate (hereafter "You", "Your", or "Affiliate"), and Beyond Slim, Inc. (hereafter "Beyond Slim" or the "Company"). These Terms & Conditions make up the Agreement between You and Beyond Slim. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- 2. Independent Contractor Status.** You are an independent contractor and not an employee, partner, legal representative, or franchisee of Beyond Slim. You are solely responsible for paying all expenses that You incur as an Affiliate, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **AFFILIATE SHALL NOT BE TREATED AS A BEYOND SLIM EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** Beyond Slim is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from any remuneration that You may earn as an Affiliate. You are not entitled to workers' compensation or unemployment security benefits of any kind from Beyond Slim.
- 3. Income Taxes.** As an independent contractor, You are responsible for paying local, state, and federal taxes on any taxable income generated as an Affiliate. Every year, Beyond Slim will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident Affiliate who: 1) Had earnings of \$600 or more from Affiliate Commissions in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000. To facilitate this reporting, You must provide Beyond Slim with Your Social Security Number, Employer Identification Number, or Taxpayer Identification Number (as appropriate) upon request. If You fail to provide a properly completed IRS Form W-9 to Beyond Slim when requested, You will be ineligible to earn more than \$600 from Beyond Slim during a calendar year.
- 4. Adherence to the Agreement.** Affiliates must comply with the Agreement. If You do not agree to the Terms & Conditions of the Agreement, Your sole recourse is to notify the Company and

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cancel the Agreement. Failure to cancel constitutes Your acceptance of the Terms & Conditions. You must be in good standing, and not in violation of the Agreement, to be eligible for the receipt of Affiliate Commissions hereunder.

5. **Amendments to the Agreement.** The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notice of amendments will be given to You by email sent to Your then current email address on file with the Company. If You do not agree to any amendments, Your sole recourse is to cancel the Agreement.
6. **Affiliate Program.** As an Affiliate, You have the ability to refer prospective customers to Your Beyond Slim replicated Affiliate website to a) enroll as a Beyond Slim Preferred Customer (and participate in the Subscribe & Save program); or b) place a Retail order (non-Subscribe & Save order). When such referred customers purchase Beyond Slim products, You will earn Affiliate Commissions on their purchases as set forth herein, provided You are an Affiliate in good standing and not in violation of any of these Terms & Conditions.
7. **Affiliate Commissions.** As an Affiliate, You will earn Customer Introduction Commissions and Loyal Customer Commissions as follows:
 - a. **Customer Introduction Commissions – Subscribe & Save Customer – 50% of Product Points.** When a customer that You referred enrolls as a Beyond Slim Preferred Customer through Your Affiliate Replicated Website and purchases Beyond Slim products pursuant to the Beyond Slim Subscribe & Save program, You will earn a commission of 50% of the Product Points on such customer’s purchases during the first two calendar months (the month of the Preferred Customer’s enrollment and the following month) following the customer’s enrollment as a Preferred Customer.
 - b. **Customer Introduction Commissions – Retail Customer (Non Subscribe & Save Customer) – 40% of Product Points.** When a customer that You referred through Your Affiliate Replicated Website purchases Beyond Slim products as a Retail Customer, You will earn a commission of 40% of the Product Points on such customer’s purchases during the first two calendar months (the month of the Retail Customer’s enrollment and the following month) following the customer’s initial product order.
 - c. **Loyal Customer Commissions – Third Calendar Month and Beyond.** When a Preferred Customer or Retail Customer that You referred and enrolled through Your Affiliate Replicated Website continues purchasing Beyond Slim products following the expiration of the customer’s second calendar month, You will earn a commission that ranges from 10% to 20% of the Product Points on such customer’s purchases. The more Active Customers that You have, the higher the commission as set forth in the table below.

Active Customers Enrolled by You	Loyal Customer Commission Rate
1 – 9	10%
10 – 29	15%
30+	20%

- d. **Double Loyal Customer Commissions.** In any calendar month that You personally enroll five (5) or more new Preferred Customers (on Subscribe & Save), You will receive Double Loyal Customer Commissions as set forth in the table below.

Active Customers Enrolled by You	Loyal Customer Commission Rate
1 – 9	20%
10 – 29	30%
30+	40%

- e. **Product Points.** As used in this Section 7, the term “Product Points” are a value assigned to each Beyond Slim product as listed in the table below.

Product	Product Points
ZipSlim	50
ZipBoom	30
RSN	35
RS90	20

- f. **Adjustments to Product Point Values and Coupons.** Beyond Slim reserves the right to adjust the Product Points assigned to each Beyond Slim product at its sole and absolute discretion. Notification of Product Point adjustments shall be published in the Affiliate Replicated Website Back Office. If a coupon is used on an order the Product Points will be reduced by the amount of the coupon. For example, if an order has 100 Product Points and the customer uses a \$30 off coupon the Product Points would be reduced to 70.
- g. **Active Customer.** An “Active Customer” is a Preferred Customer or Retail Customer that You have enrolled who has made a purchase of at least one Beyond Slim product with a Product Point value of at least 20 Product Points during the calendar month.
- h. **Payment of Affiliate Commissions.** Affiliate Commissions (Customer Introduction Commissions and Loyal Customer Commissions) shall be paid based on the Product Points assigned to the products that Your customers purchase from Beyond Slim. Customer Introduction Commissions shall be paid within three (3) business days of the date of the sale. Loyal Customer Commissions are paid on a monthly basis on or about the 15th day of each month for the completed sales made during the preceding calendar month. Affiliate Commissions (Customer Introduction Commissions and Loyal Customer Commissions) shall be paid to You via a third party payment processor. You agree that You must establish an account with such payment processor to receive Affiliate Commissions from Beyond Slim.
8. **Adjustments to Affiliate Commission Payments.** Affiliate Commissions from referred sales are fully earned when the applicable return, repurchase, and chargeback periods applicable to the product sales have all expired. If Beyond Slim issues a refund to a customer or a chargeback occurs, the Affiliate Commission attributable to the refunded or charged back sale will be recovered by the Company from the Affiliate who was paid the Affiliate Commission based on the original sale of such product. Such unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the Affiliate Commission is fully recovered from the Affiliate who received the Affiliate Commission on the sale of the refunded or charged back product. Beyond Slim reserves the right to withhold or reduce any Affiliate’s Affiliate Commission payments as it

deems necessary to comply with any validly issued garnishment or court order directing Beyond Slim to retain, hold, or redirect such compensation to a third party.

- 9. No Unfair, Deceptive, or Misleading Conduct.** Affiliate agrees that Affiliate will safeguard and promote the good reputation of Beyond Slim and its products, and that Affiliate will avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices in the promotion of Beyond Slim products. Affiliate agrees that Affiliate will not engage in any conduct, or make any claims or statements, that may damage Beyond Slim's goodwill or reputation. Affiliate further agrees that Affiliate will not make any offensive or inappropriate communications in association with Affiliate's marketing or promotion of Beyond Slim products (including for example but not limited to, marketing, websites, blog posts, social media posts, videos, audios, emails, Tweets, etc.).

10. Advertising and Promotion.

- a. You may advertise and promote the sale of Beyond Slim products and Your Beyond Slim Affiliate Replicated Website provided Your advertising and promotional methods are truthful and non-deceptive and comply with this Agreement and applicable law. In the advertising and promotion of Your Beyond Slim Affiliate Replicated Website and Beyond Slim products, You agree as follows:
- i. You agree that You will identify Yourself as a "Beyond Slim Independent Affiliate" and not expressly state or imply that You are an employee of the Company.
 - ii. You agree that You will NOT use or display any of the Company's trademarks or logos except as expressly authorized herein or as specifically permitted when using banners or other advertising materials provided to You by Beyond Slim.
 - iii. You agree that You will not create or develop Your own advertising, promotional, or marketing materials and that You will only use the Sales Tools produced or approved by Beyond Slim.
 - iv. You agree that You will NOT make use of "spam" or unsolicited commercial email to promote Beyond Slim products or Your Beyond Slim Affiliate Replicated Website. If You send any emails promoting the Beyond Slim products or Your Beyond Slim Affiliate Replicated Website, such emails must strictly comply with state and federal laws regarding unsolicited commercial email. At a minimum, such emails must:
 - (a) Contain a functioning return email address to You;
 - (b) Include an "opt-out" notice that advises the recipient that he or she may reply to the email or otherwise notify You to request that future email solicitations or correspondence not be sent to him or her;
 - (c) Include Your physical mailing address;
 - (d) Clearly and conspicuously disclose that the message is an advertisement or solicitation; and
 - (e) Contain no deceptive subject lines or false header information.

- v. You agree that You will honor all opt-out requests that You receive, regardless of how delivered to You.
- vi. You agree that You will NOT use or transmit unsolicited faxes.
- vii. You agree that You will NOT engage in telemarketing or send unsolicited SMS text messages to promote Beyond Slim products or Your Beyond Slim Affiliate Replicated Website.
 - (a) You may only place telephone calls promoting Beyond Slim products or Your Beyond Slim Affiliate Replicated Website to persons with whom You have a pre-existing personal or business relationship.
 - (b) You may only send SMS Text messages promoting Beyond Slim products or Your Beyond Slim Affiliate Replicated Website to persons who have specifically requested that You send an SMS text to them with information about Beyond Slim products.
- viii. When promoting or discussing Beyond Slim products, You agree that You WILL NOT make claims, including but not limited to testimonials, about the products that are not consistent with the claims contained in Beyond Slim-produced literature or posted on Beyond Slim’s official website. **Under no circumstances may You state or imply that any Beyond Slim product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.**

b. Social Media Promotion.

- i. If You use any form of social media to advertise or promote Beyond Slim products or Your Beyond Slim Affiliate Replicated Website, You must identify Yourself as a “Beyond Slim Independent Affiliate” and strictly comply with any such social media site’s restrictions and policies regarding commercial activity. If a social media site prohibits commercial activities, You absolutely shall not promote Beyond Slim products or Your Beyond Slim Affiliate Replicated Website at such site.
- ii. If You use social media to promote the sale of Beyond Slim products, You agree that You shall comply with the Federal Trade Commission’s Guides Concerning Use of Endorsements and Testimonials in Advertising (“Endorsement Guides”) and the Federal Trade Commission’s Disclosures 101 for Social Media Influencers at <https://www.ecfr.gov/current/title-16/chapter-I/subchapter-B/part-255> and www.ftc.gov/system/files/ftc_gov/pdf/1001A_Influencer%20Guide_508.pdf. In connection with such posts, You agree:
 - You will disclose that You are an Affiliate for Beyond Slim in any social media post that You make promoting Beyond Slim products.
 - Such disclosure shall be immediately visible on Your post and shall not require a viewer to scroll down or click on any links.
 - Such disclosure should not appear only on Your “About Me” or profile page, at the end of posts or videos, or anywhere that requires a person to click on a “More” link.

- In any video posted to Your social media accounts that promote Beyond Slim, the disclosure shall be included in the video itself and not just the description accompanying the video.
 - In any social media live presentation that You present, You agree to periodically disclose that You are a Beyond Slim Affiliate so that viewers who see only part of the live stream will get the disclosure.
- c. You are fully responsible for all of Your verbal and written statements made regarding Beyond Slim products that are not expressly contained in official Beyond Slim materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through social media, in print, or any other means of communication. You agree to indemnify Beyond Slim and its directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by any of them as a result of Your unauthorized representations or actions. This provision shall survive the termination of the Agreement.
- 11. Nondisparagement.** Negative comments made by Affiliates in the field serve only to sour the enthusiasm of other Affiliates. Therefore, during the term of this Agreement (and all renewals thereof), and for a period of 12 calendar months thereafter, You agree that You shall not disparage, libel, slander, or make negative or critical comments to any other Affiliate, customer or third party regarding Beyond Slim, its management, products or commission plan. All criticism must be directed exclusively to the Company at support@beyondslim.com.
- 12. Assignment of Rights and Delegation of Duties.** You may not assign any rights under the Agreement without the prior written consent of Beyond Slim. Any attempt to transfer or assign the Agreement without the express written consent of Beyond Slim renders the Agreement voidable at the option of Beyond Slim and may result in termination of the Agreement. If the assets of Beyond Slim, or a controlling ownership interest in Beyond Slim, is transferred to a third party, Beyond Slim may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.
- 13. Waiver.** Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
- 14. Waiver of Right of Publicity.** You grant Beyond Slim an irrevocable license to reproduce and use Your name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. You waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.
- 15. Minimum Age.** You certify that You are at least 18 years of age.

16. Severability. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of an Affiliate against Beyond Slim shall not constitute a defense to Beyond Slim's enforcement of any term or provision of the Agreement.

17. Term of the Agreement. The term of the Agreement is one year from the date of enrollment. Unless the Agreement has been terminated as provided herein, the Agreement shall automatically renew for annual one-year terms on each anniversary of the enrollment date. Either Party may cancel the Agreement at any time and for any reason.

Beyond Slim reserves the right to terminate all Affiliate Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling and/or Affiliate marketing channels.

18. Trademarks and Copyrights. The name "Beyond Slim" and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of Beyond Slim. The Company grants You a limited license to use its trademarks and trade names in promotional media for so long as the Agreement is in effect. Upon cancellation of the Agreement for any reason, the license shall expire, and You agree that You shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may You use any of Beyond Slim's trademarks or trade names in any email address, website domain name, social media handle, or social media name or address.

In addition, Company-produced Sales Tools, videos, audios, podcasts, and printed material are copyrighted. You agree that You will not copy or make derivatives of any such materials for Your personal or business use without the Company's prior written approval.

19. Violation of the Agreement. You agree that if You fail to comply with any of the terms or conditions of this Agreement, or engage in any illegal, fraudulent, deceptive or unethical business conduct, or take any action (or as the case may be, fail to take any action) that results in damage to the Company's reputation or goodwill, Beyond Slim may, at its sole and absolute discretion, temporarily suspend Your Affiliate status, involuntarily terminate this Agreement, or take any other action that the Company deems appropriate to address Your misconduct. Such disciplinary measure may include but shall not be limited to: a) the issuance of a written warning; b) a requirement that You take corrective measures; or c) the withholding of all or part of Your Affiliate Commissions during the period that Beyond Slim is investigating any conduct that is allegedly in violation of this Agreement. In situations that Beyond Slim deems appropriate, the Company may institute legal proceedings for monetary and/or equitable relief.

20. Dispute Resolution – Binding Arbitration. While we certainly hope that we never have a dispute with You, if the unfortunate circumstance arises that we have a dispute that arises from or relates to this Agreement, the Affiliate Program, or the rights and obligations of either party, You agree that we will first seek to resolve the dispute informally. You will notify us of the dispute within 90 days from which You first learn of the dispute by submitting an email to support@beyondslim.com (a “Dispute Notice”). Your email must include a detailed description of all facts which You claim support Your claim and a statement indicating what You believe is a fair resolution to Your dispute. If we do not successfully resolve the dispute informally within 60 days from the date on which You submit Your notice, **You agree that the dispute shall be resolved by binding arbitration. The parties waive all rights to trial by jury or to any court. The arbitration shall be filed with and administered by JAMS in accordance with its Streamlined Arbitration Rules, which are available on its website at www.jamsadr.com.** Beyond Slim will send a copy of the JAMS rules to You upon Your request to the Customer Service Department. Notwithstanding the JAMS rules, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed and shall last no more than five business days.
- The parties shall be allotted equal time to present their respective cases.
- The Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
- Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.
- You have the right to request that the arbitration proceedings be held in Your hometown area. Absent such request made in Your first filing in the arbitration proceeding, all arbitration proceedings shall be held in Maricopa County, Arizona. There shall be one arbitrator selected upon mutual agreement of the parties from the panel provided by JAMS.
- Each party to the arbitration shall be responsible for its own attorney's fees, expert, professional and witness fees incurred in the arbitration.
- If the arbitration is initiated by You, You shall be required to pay no more than \$250 for the JAMS Case Management fees. All other costs shall be borne by Beyond Slim, including any remaining JAMS Case Management fees and all professional fees for the arbitrator's services.
- If the arbitration is initiated by Beyond Slim, You will not be required to pay any of the JAMS Case Management fees or the arbitrator's fees.
- The decision of the arbitrator shall be binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction.

- Remedies available to You under U.S. federal laws, and the state and local laws of Your state, shall remain available to You in any arbitration proceeding and each party retains the right to pursue unavailable remedies in a court of competent jurisdiction.
- This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

21. Arbitration Opt-Out. If You do not wish to be subject to the above Arbitration provision, You may opt-out by notifying Beyond Slim in writing of Your desire to opt-out of this Arbitration provision within 30 days of Your enrollment in the Affiliate program. The opt-out notice shall be sent via email to support@beyondslim.com or by regular mail to Beyond Slim, Attn: Customer Service Department, 8776 E Shea Blvd Suite 106, Box 343 Scottsdale, AZ 85260. If You opt-out of arbitration, jurisdiction and venue for the dispute shall be in Maricopa County, State of Arizona, and the dispute shall be governed by the laws of the State of Arizona, without regard to principles of conflicts of laws.

22. Disputes Not Subject to Arbitration. Notwithstanding paragraph 20, the following disputes shall not be subject to arbitration:

- Action to enforce an arbitration award or order. Either party may bring an action in a court properly vested with jurisdiction to enforce an arbitration award or order.
- Actions for emergency equitable relief. Either party may apply to any court having jurisdiction for a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its intellectual property rights.
- Claims that are within the jurisdictional limit of the small claims court in the jurisdiction in which the Affiliate resides. Notwithstanding any other provision herein to the contrary, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

23. Class Action Waiver. All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement or that arise from or relate to the relationship between the parties, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other party and/or their respective owners, officers, directors, and agents, on a class or consolidated basis. You may opt out of this class action waiver if You wish by submitting written notice to the Company of Your desire to opt out within 30 days from the date on which You enroll as an Affiliate. You may submit a written opt-out notice to support@beyondslim.com or Beyond Slim, Attn: Customer Service Department, 8776 E Shea Blvd Suite 106, Box 343, Scottsdale, AZ 85260.

24. Governing Law. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these Terms & Conditions, the law of the State of Arizona without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the parties, or any other claim between the Parties. Notwithstanding the foregoing, if a dispute is brought

in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

- 25. Damage Waiver.** In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Nothing in this provision or this Agreement shall restrict or limit a party's right to recover liquidated damages as set forth in these Terms & Conditions.
- 26. Headings and Titles.** The headings and titles used in this Agreement are included for convenience only and shall not limit or otherwise affect the terms and conditions of this Agreement.