

Amazon Herb Company Guiding Standards

The Amazon Herb Company, hereinafter referred to as the ‘Company’, is a direct marketing company offering its products to consumers through a network of Independent Associates. As part of good business practices, the Company, in cooperation with the network of Associates, has established the following Guiding Standards to protect and serve the Company and its whole family of Associates.

Section 1: Ethical Behavior

Associates are responsible for conducting their business in an ethical manner. As a company, Amazon Herb Company is committed to the highest ethical standards and we take pride in knowing our Associates share the same commitment. In the conduct of its business, the Associate shall safeguard and promote the reputation of the products of the Company, shall refrain from all conduct which might be harmful to such reputation of the Company or to the marketing of such products or inconsistent with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

Section 2: Associate

An Associate is one of legal age, who has completed a Amazon Herb Company Associate Agreement and has been accepted by the Company as an Associate. The Company reserves the right to accept or reject anyone as an Associate.

Section 3: Associate Status

In order to be paid commissions, an Associate must have an original, signed Amazon Herb Company Associate Agreement on file. By signing this agreement, the Associate accepts and agrees to be governed by these Guiding Standards. Full compliance with these Guiding Standards is a contractual obligation of all Amazon Herb Company Independent Associates.

An associate is considered current if they are ordering or generating personal sales volume of product on a regular basis. Any associate who has not generated at least \$50 worth of personal volume in a twelve month period may be automatically terminated for lack of requisite activity under this agreement. Failure to remain current will void all agreements. The Associate is responsible for keeping his or her records current, including change in name, address, etc.

Section 4: Independent Marketing Representative

Associates are independent marketing representatives of the Company and are not to be considered purchasers of a franchise or a distributorship. The agreement between the Company and its Associates does not create an employer\employee relationship, agency, partnership, or joint venture between the Company and the Associates. Each Associate shall hold harmless the

Company from any claims, damages or liabilities arising out of Associate's business practices. Company Associates have no authority to bind the Company to any obligation. Each Associate is encouraged to set up his\her own hours and to determine his\her own methods of sale, so long as he\she complies with the Guiding Standards of the Company.

Section 5: Identification Number

All Associates will be given an Associate Identification (ID) number. In all Company transactions each Associate will be identified by this number.

All Associates who receive compensation from the Company are required by law to provide a Social Security or Federal Employer's Identification Number to Amazon Herb Company.

Section 6: Company Commitment

Amazon Herb Company is committed to a sound business model that supports:

- sustainable economics
- making available high quality products from the Amazon Rainforest
- enhancing the health of millions of people
- providing resources and benefits to indigenous communities in the Rainforest
- empowering and supporting our Associates, the entrepreneurs who are carrying this vision forward.

As a part of this commitment we provide:

- a) New customers a packet of information whether or not the Associate kit is purchased.
- b) Shipment of ordered products and sales aids within ten days of receipt of order, subject to clearance of funds and availability of items ordered.
- c) Calculation and payment of Associate commissions according to the Profit Plan which is incorporated herein by reference.
- d) Service of product warranties.
- e) Friendly, courteous and professional customer service.

Section 7: Associate Checks

Commission checks are paid on a monthly basis. The pay period is based on the calendar month. An order must be in the Amazon Herb Company Home Office by the last day of the month to be credited for that month. In the event of an error or if an adjustment is required, corrections must be made in the first five days of the following month. Checks will be processed each month for the previous month's business by the 20th of each month. If the 20th falls on a week-end, or a holiday, checks will then be mailed out the following business day. In order to receive a check, an Associate must have at least \$20 in commissions. If commissions are less than \$20, the commissions are accumulated to the next month. There is a nominal data processing fee automatically deducted for each check processed.

Section 8: Genealogy Reports

Genealogy reports that show Associate business activities are available in the Associate's Amazon Business Suite.

Section 9: Territories

Amazon Herb Company recognizes no exclusive territories. An Associate may sell, organize and sponsor Associates anywhere within the United States. The Company is expanding into international markets and each market may have its own Guiding Standards.

Section 10: Retail Sales

The Company sales and marketing program is based upon retail sales to the ultimate consumer. Every aspect of the program is designed to assist our Associates in the marketing of fine products and services to the general consuming public. As a dual consumer safeguard, of the utmost importance to the company is the policy that Associates should purchase products in commercially reasonable quantities, and under no circumstances may Associates cause others to purchase products in amounts that are not reasonably expected to be sold to the consuming public or in unreasonable amounts for personal or family use.

In furtherance of these policies, the company has adopted specific rules on retail sales and retailing referenced as the Company Retail/70 Percent Rule. In the interest of protecting the consumer and the opportunity of its Associates, the company enforces this rule through a verification program.

Section 11: Company Retail/70 Percent Rule and Policy

a) Retail Rule: Although the primary function of the company is to sell products to the general consuming public, the company realizes that its Associates may wish to purchase product for personal or family use in reasonable amounts. For this reason, the company defines a retail sale to include sales to non-participants, as well as purchases for personal or family use in reasonable amounts, which are not made solely for purposes of qualification or advancement. This is a standard followed by leading direct selling companies. Notwithstanding this policy, the company, in order to specifically further retail selling, has adopted a requirement that an Associate will not be eligible for bonuses or overrides unless he or she has made at least five sales per month to non-participants retail customers.

b) 70 Percent Rule: As with other leading direct selling companies, the company has adopted a 70 percent rule. Under this rule, company Associates may not order additional product unless they have sold or used for personal or family use at least 70 percent of previously purchased inventory type product.

c) Retail Sales/70 Percent Rule Verification: In its effort to support and enforce the retail sales/70 percent rule, the company may ask Associates to verify compliance with the retail sale/70 percent rule. Associates should maintain records and be prepared to assist company representatives for this purpose.

Section 12: Inventory

It is Company policy to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. Associates may not inventory load nor encourage others in the program to load up on inventory. Associates must fulfill published personal and downline retail sales requirements, including requisite retail sales to non-participants, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements.

Amazon Herb Company will drop ship directly to customers. Permissible Associate purchases shall be automatically modified to comply with limitation and exemption requirements as set forth in states' laws regulating business opportunities. In the states of Georgia, Louisiana, Michigan and Indiana, associates are prohibited from purchasing more than \$600 in the first six months.

Section 13: Sales Volume Qualification by Order Taking

As with other leading direct selling companies, the company has adopted minimum personal and group sales volume requirements. With respect to tangible products, which may be offered for purchase for resale, minimum sales volume requirements may be fulfilled by taking orders from customers which will be fulfilled or drop-shipped by the company directly to the customer.

Section 14: Professional Offices, Trade Shows, Retail Establishments

Amazon Herb Company products may not be displayed or sold in retail outlets such as stores, malls and flea markets, except as discussed below:

- a) Licensed health professionals may become Associates and products may be sold within such professionals' office environments.

- b) Company products may be displayed and sold in retail establishments where the nature of the business is to make appointments with customers (such as salons, health clubs, and similar facilities where appointments are made for personal training or classes are scheduled). The sale of such products within such retail facilities must be conducted by an Associate and must be preceded by a discussion where the Associate introduces the prospect to the products and opportunity just as they would if they had met outside of the retail facility. Company produced literature, banners, a sample product

display, or signage only may be displayed on a shelf, counter, or wall and must be displayed by itself. Product may not be sold from a shelf or taken from a display for purchase by a customer.

c) Associates may promote products at fairs, trade shows, and similar functions with the condition that the products are displayed and clearly labeled separate from other products that are not purchased from the Company.

Inquiries regarding retail and trade show issues should be directed to the Amazon Herb Company Home Office.

Section 15: Trademark, Trade Names, Advertising, Media

Amazon Herb Company, Rainforest Bio-Energetics® and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, these marks are of great value to the Company and are supplied to Associate for Associate's use only in an expressly authorized manner.

a) The Associate, as an independent contractor, is fully responsible for all of his/her verbal and written statements made regarding the product and marketing program which are not expressly contained in written documents, advertising or promotional materials supplied directly by the Company. Associate agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by the Company as a result of Associate's unauthorized representations.

b) The Company does not permit the use of its copyrights, designs, logos, trade names, trademarks, etc.

c) All Company materials, whether printed, on film, produced by sound recording, or on the Internet, are copyrighted and may not be reproduced in whole or in part by Associates or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, an Associate should not anticipate that approval will be granted.

d) A Company Associate may not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by the Company for its Associates. Nor may an Associate purchase, sell or distribute non-company materials which imply or suggest that said materials originate from the Company.

e) No claims as to therapeutic or curative properties about the products may be made except those officially approved in writing by the Company or as contained in the official Company literature. In particular, no Associate may make any claim that the Company products are useful in the treatment or cure of any disease. Such statements can be perceived as medical claims. Not only is this against Company policy, it is also against the laws governed by the United States Food and Drug Administration.

Associates, as independent contractors, are allowed to promote their businesses in a legal manner (telephone listing, advertising, etc.) as long as they represent themselves as Independent Associates. Amazon Herb Company does offer authorized business cards and other stationery type items.

Section 16: Internet and Website Policy

The Company maintains an official Associate website. Associates are allowed to advertise on the Internet through this approved Company program, which allows Associates to have a replicated website that can be personalized with the Associate's message and the Associate's contact information. These websites link directly to the Company website, giving the Associate a professional and company-approved presence on the Internet. Only these approved websites may be used by Associates.

No Associate may independently design a website that uses the names, logos, or product descriptions of the Company, nor may an Associate use "blind" ads on the Internet making product or income claims which are ultimately associated with Company products or the Company's profit plan. Any person using Company names, logos, trademarks, etc. on the Internet or any other advertising medium, except as permitted by the Company's Guiding Standards, shall be subject to immediate discipline, including termination of Associate status.

Section 17: No Spam Policy

It is specific Company policy to prohibit unsolicited email (spamming) or unsolicited faxing of information about the Company's opportunity and products. The Company has a zero tolerance policy of spamming practices. Associates who violate the Company's "no spam policy" are subject to termination, suspension or disciplinary action.

Section 18: Telephone Solicitation

The use of the Company's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit associates or retail customers. The use of these methods in ways that are legal and are the equivalent of "blind ads" cannot be regulated by the Company.

Section 19: Packaging, Product Claims, and DSHEA

Associates shall not repackage, re-label product, nor attempt to sell the Company's products under any name other than that approved by the Company. Only product claims stated in official Company literature and training materials are allowed to be made by Associates. The Company insists on very rigid adherence to this policy and will not tolerate false or misleading product claims.

Associates are strictly prohibited from:

- a) Making any medical or therapeutic claims regarding the Company's products or any other claims that the product will cure or treat any medical condition,
- b) Diagnosing or prescribing any Company product as a specific treatment for any disease or medical condition, and
- c) Making any claims that the Company's products will replace the need for established diagnostic or medical advice or treatment. Customers with medical or health problems should be encouraged to consult a qualified health care practitioner.

Amazon Herb Company does encourage its Associates to share their personal experiences with the products while emphasizing the benefits of proper nutrition.

The Dietary Supplement Health and Education Act of 1994 (DSHEA) does allow for structure and function claims. We recommend all Associates become familiar with the DSHEA Act. As a continuing education requirement, all Associates, once they achieve the level of Gold, will be required to receive DSHEA certification within 90 days as a condition of receiving any additional compensation from the Company. If, at the end of this 90-day period, a Gold Ambassador does not have certification, their commissions will be forfeited until such certification is obtained.

Section 20: Taxes

All Associates are responsible for paying local, state and federal taxes due on earnings from commissions or any other earnings generated as a seller of Company products. Each Associate shall comply with all federal, state and local taxes and regulations governing the sale of Company products.

Section 21: Income Representation

Representations by Associates regarding income which they have earned or which a potential Associate might earn in the future under the program must be accurate, honest and truthful, and must be based on empirical factual data. Without exception, written income representations by an Associate must be approved in writing by the Company prior to their use.

Each prospective Associate receiving any potential income information must also be told that there is no average or typical downline organization

nor monthly commission check established for Amazon Herb Company Associateships; and that there is in fact no way that one can predict in advance the size of a future Associateship organization or the commission income to be derived from such organization.

The Company believes firmly that the income potential is great enough to be highly attractive in reality without resorting to artificial or unrealistic projections. False, deceptive or misleading claims regarding the opportunity or product/service are prohibited.

Section 22: Associateship

Each individual shall have the right to one Associateship. All family members living in the same household must be sponsored in the same lineage. If a couple sharing an Associateship should separate, Amazon Herb Company will continue to pay checks as before the divorce or separation. Written notice to the Amazon Herb Company Home Office, signed by both parties, is required for any specific change in future payments.

A partnership or corporation may be an Associate. However, each Associateship must have a unique tax identification number. If an individual has an interest in more than one Associateship, this must be disclosed to the Company and all such Associateships shall be in the same lineage. It is unethical to create multiple Associateships solely for the purpose of “stacking”, or otherwise manipulating the profit plan. Each account is expected to be actively engaged in the Amazon Herb business opportunity.

- a) An Associateship may change status under the same sponsor from individual to partnership, corporation, or other legal entity with proper and complete documentation.
- b) To form a new Associateship as a partnership, corporation or other legal business entity or to change status to one of these forms of business, you must submit documentation detailing all partners, stockholders, officers or directors in the partnership or corporation, and must update this information any time there are changes in these positions. The partner or officer who submits this documentation must be authorized to enter into binding contracts on behalf of the partnership, corporation, or legal entity. The company reserves the right to limit any award or recognition to an individual who has interest in multiple Associateships.
- c) The Company reserves the right to approve or disapprove Associate’s change of business names, formation of partnerships, corporations, and other legal entities including trusts for tax, estate planning, and limited liability purposes. If the Company approves such a change by

Associate, the organization's name and the names of the principals of the organization must appear on the Associate Agreement along with a Social Security Number or Federal Employers Identification Number.

d) Legal Entity Guarantee for Owners. Although the Company has offered Associates the opportunity to conduct their Associateship as corporate or partnership entities, or other legal entities, it is agreed that since the Associate entity is under the control of its owners or principals, the actions of individual owners as they may affect the Company and the Associateship are also critical to the Company's business. Therefore, it is agreed that actions of corporate shareholders, officers, directors, agents or employees and the actions of partnership partners, agents or employees, which are in contravention to the Company's policies shall be attributable to the corporate or partnership entity. Actions of the individual owners, controllers or principals of the business entity are attributable to the business entity.

Section 23: Selling or Transferring Ownership

Associateships can be inherited and bequeathed. Upon the death or incapacity of the Associate, his or her rights to bonuses and marketing position, together with Associate responsibilities, shall pass to his or her successors in interest upon written application and approval by the Company. The successor Associate must fulfill all responsibilities of the original Associate.

An Associate may sell, assign or otherwise transfer his or her Associateship, marketing position or other Associate rights with written application and approval by the Company. An Associate who sells his/her Associateship position is not eligible to re-apply as an Associate with the company for six (6) months from the date the sale closed. If a current Associate purchases an additional position, it must have a unique tax identification number and be in the same lineage as the Associate's other Associateships. If an Associate with interest in multiple Associateships sells a position or positions, they may not acquire interest in any additional positions within six (6) months without written consent from the Company.

Section 24: Sponsorship and Placement

All Associates have the right to sponsor another person into the company. The 'sponsor' is the person who is responsible for getting a new customer or Associate started. The 'placement' is where the customer or Associate is placed within the genealogy. An Associate who 'sponsors' another on the products can, with the acknowledgement of the new customer, then 'place' them with another Associate in their downline one time within the first thirty (30) days. Customers and Associates in the same household or business must be sponsored and placed within the same sponsorship lineage.

A new Customer or Associate has 30 days to correct sponsorship or placement. It is unethical for an Associate to solicit a Customer or Associate sponsored or placed under another Associate to change Sponsor or Placement.

If two Associates should claim to be the sponsors of the same new Associate, the Company shall regard the first application received by the corporate home office as controlling.

a) As a general rule, it is good practice to regard the first Associate to meaningfully work with a prospective Customer or Associate as having first claim to sponsorship, but this is not necessarily controlling. Basic tenets of common sense and consideration should govern.

b) As a convenience to its Associates, the company may provide various methods of registering or informing the company of newly sponsored customers and Associates, including telephone registration and facsimile registration. Until such time as the company receives an Associate Agreement, either as hard copy or by facsimile, containing all appropriate information, as well as the signature of the proposed new Associate, the company will only consider the incomplete telephone or facsimile registration in the category of “intended” registration. Thus, although the company is attempting to create some convenience for its sponsoring Associates, it is the responsibility of the sponsoring Associate to cause delivery to the company of a completed and signed Associate agreement if the sponsor is to expect recognition as the official sponsoring Associate.

Section 25: Sponsor Responsibilities

There is no “magic” involved in building a successful networking business. Those who sponsor widely but who do not help new Associates develop their business meet with limited success. Therefore, a responsibility of sponsorship is to work with new customers and Associates, helping them learn about the products, the business (as appropriate) and encouraging them during the critical early months.

Any Associate, who sponsors other Associates, has the responsibility of performing bona fide training and leadership functions for the Associates they sponsor. The Amazon Herb Company encourages each Associate to succeed in their business by building a strong and purposeful group.

To be entitled to receive compensation, Associates must perform training and leadership activities for Associates in their downline for such month. Examples of such activity include, but are not limited to: newsletters, written correspondence, personal meetings, coaching or goal-setting sessions, telephone contact, voice mail, electronic mail, training sessions, doing shows,

accompanying individuals to Company events, etc. Upon request, Associates must be able to provide evidence to the Company of ongoing fulfillment of sponsor responsibilities.

Associates are the channels of communication between the Company and the Associates. All Associates are expected to rely on their own upline representatives or the Company as appropriate, to answer questions regarding products, Guiding Standards and marketing information. Using this proven method, Associates will build integrity into their lines and will be able to maintain a motivated, well-informed, and supportive group network.

Sponsors are not required to carry inventory of products or sales aids for new Associates. Associates who do so, however, find building a major sales organization much easier because of the decreased response time in helping a new Associate get started.

Section 26: Integrity

Amazon Herb Company places great importance in preserving the integrity of its products and programs. Therefore, Associates are expected to follow these guidelines when introducing potential Associates to the Company:

- a) Prior to signing an Associate Agreement, the potential Associate applicant must review the current Guiding Standards, the Terms and Conditions and the Profit Plan.
- b) Associates are not allowed to state success is guaranteed under any circumstances.
- c) Associates should make it clear to potential Associates that the Profit Plan is based on actual sales and not recruitment of others.
- d) When Associates and their network promote the product, Associates are not allowed to mention medical or specific health claims. Also, an Associate can never suggest that Amazon Herb Company products alter, improve or prevent any medical condition.
- e) Associates are only authorized to promote the products within the guidelines of the Guiding Standards.
- f) The integrity of the customer and business relationships (uplines and downlines) of another Associate must be respected and maintained. Federal and state regulatory agencies rarely approve or endorse direct selling programs. Therefore, Associates may not represent that the Company's program has been approved or endorsed by any governmental agency.

Section 27: Customer Lists and Non-Competition

Associate and customer lists and names are owned by the Company and cannot be used for any other commercial purpose without prior written consent of the Company. Each Associate retains the rights to directly communicate with

their personally sponsored Associates and has the right to work with them in other, non-company business endeavors. Such admissible communication to designated personally sponsored Associates may not take place on the occasion of or at the place designated for or associated with a company business opportunity meeting or company-related activity.

Each Associate must respect the rights of other Associates with regards to their personally sponsored groups. Associates shall not solicit non-personally sponsored Company Associates or customers to other network marketing organizations or to another sponsorship line within the Amazon Herb Company while an Associate with the Company.

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

Section 28: Relationships Issues

The Company has established and maintains a Relationships Team comprised of Associates together with Company representatives to assist in solving questions, establishing protocols and clarifying applications of the Guiding Standards, Terms and Conditions, and other issues. The Company and the Associates have the option to ask the Relationships Team to provide recommendations to the Company and the Associates regarding Associate/Company relationships. While accepting recommendations, ultimately the Company retains the right to make final decisions.

Section 29: Misrepresentation or Fraudulent Behavior

The Company insists the Associates conduct themselves in a professional manner. Associates are not allowed to misrepresent or make claims contrary to the company's policies, product literature or labels. The Company may reprimand, penalize, or immediately terminate any Associate who discredits the Company's name or its Associates; commits fraud or exhibits other dishonest or disreputable behavior; or violates any provision of the Terms and Conditions or Company Guiding Standards.

Section 30: Disciplinary Actions

An Associate's violation of any Guiding Standards, the Associate Agreement, or Terms and Conditions or any illegal, fraudulent, deceptive, or unethical business conduct may result, at the Company's discretion, in one or more of the following disciplinary actions:

- a) Issuance of a written warning or admonition.
- b) Imposition of a fine, which may be imposed immediately or withheld from future commission checks.
- c) Reassignment of all or part of an Associate's organization.
- d) Suspension, which may result in termination or reinstatement with conditions or restrictions.
- e) Termination of the Associateship.

Section 31: Associate Terminations

There are three kinds of terminations:

1. Voluntary – An Associate may voluntarily resign for any reason by informing Amazon Herb Company in writing.
2. Involuntary – In the event of a violation, disciplinary action, or a breach in standards of fair dealing, the Company shall have the right to terminate an Associate.
3. Inactivity – An Associate who does not order in 12 months may be automatically terminated.

Resignation or termination will result in the Associate ceasing all activities with respect to Amazon Herb Company and forfeiting all future compensation and benefits. The Company will have no further obligation to an Associate who has been terminated.

Associates who have terminated voluntarily or involuntarily may re-apply with a new sponsor after six months from the date of termination. However, he or she may not re-sponsor or place any of their original downline organization within the new organization. Associates who have been terminated by inactivity or who wish to be re-instated with their same placement can re-apply immediately with the Company, but they lose all the titles, downline or compensation privileges they may have accumulated prior to the termination.

Section 32: Termination Process

When a decision is made to terminate an Associateship, the Company will inform the Associate in writing that the Associateship is terminated immediately, effective as of the date of the written notification. The termination notice will be sent by certified mail to the Associate's address on file with the Company.

The Associate will have 20 working days from the date of mailing the certified letter in which to appeal the termination in writing. The Associate's appeal correspondence must be received by the Company within 20 days of the Company's certified letter. If the appeal is not received within the 20-day period, the termination will be automatically deemed final.

If an Associate files a timely appeal of termination, the Company, together with the Relationships Team, will review and reconsider the termination, consider any

other appropriate action, and notify the Associate of its decision. The decision of the Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will be effective as of the date of the Company's original termination notice.

Section 33: Transfer of Placement

Placement of a Customer or Associate may be changed after the first 30 days with the written approval of the immediate five (5) upline placements. These accounts are moved with their downlines intact. In all cases, the Company will be the final authority.

Section 34: Changes

In order to respond to changes in federal, state or local laws or economic conditions, Amazon Herb Company may modify the Guiding Standards, the Associate Agreement, Terms and Conditions, prices, product availability, and the Profit Plan. Such changes shall become binding upon publication in the Amazon Business Suite or other electronic or printed means the company shall regularly use to communicate with Associates.

Section 35: Ordering Information

- 1) Automated orders: May be placed 24 hours a day at the Company Website: www.amazonherb.net
- 2) Orders may be sent via E-mail to: customercare@amazonherb.net
- 3) Orders may also be faxed to: 1-561-575-7935
- 4) The order desk is open 9 am to 6 pm (EST) Monday through Friday. Call 1-800-835-0850.
- 5) Mail in orders should be sent to: 1002 Jupiter Park Lane, Jupiter, FL 33458 Attn: Customer Care Department

When ordering, please reference the Associate ID# and review the order to ensure it is complete. Upon receipt of an order and payment verification, the order is processed and shipped. Payment for orders may be made by VISA, Master Card, Discover, American Express, Check, Money Order or Check by Fax. Please make checks and money orders payable to Amazon Herb Company. All backorders are noted and shipped as soon as inventory becomes available. Volume of back-orders is credited to the month in which payment for the order is received.

Section 36: Customer Returns

Amazon Herb Company takes pride in its product and guarantees complete customer satisfaction.

Retail Customers: The Company has a 100% Satisfaction Guarantee for all retail customers. The sponsoring Associate has the responsibility of honoring this agreement. Amazon Herb Company will send the Associate new product

to replace the product returned by a retail customer. When a retail sale is made the Associate shall honor any customer request to cancel the transaction within three (3) business days of their purchase in compliance with the Federal Trade Commission's Three-Day Cooling Off Rule.

Associates: Literature and sales aids in reusable and resalable condition may be returned at any time within six months of purchase and receive a 90% refund. Wholesale product orders are satisfaction guaranteed through refund or exchange for 12 months from the original purchase date. In addition, the company will honor statutory mandated buyback requirements of every jurisdiction.

All refunds are offset by the amount of commissions and rebates paid upon returned items. Shipping costs for returned items shall be borne by Associate. Reimbursement or product replacement will be made within sixty days of actual receipt of returned items. Any "request for refund" may cancel this Agreement at the option of the Company. The Company will honor refund policies provided by any state or federal law applicable to Associates (New Mexico - one year; Georgia - no time limitation).

For questions, or in the event of shipping discrepancies or damaged merchandise, the Associate should contact Customer Care at Amazon Herb Company for the correct procedure.

Customer Care: 1-800-835-0850

Mailing Address: 1002 Jupiter Park Lane

Jupiter, FL 33458

Attn: Customer Service

Section 37: Waiver

The Company never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of the Company who is authorized to bind the Company in contracts or agreements specifies in writing that the Company waives any of these provisions. In addition, any time the Company gives permission for a breach of the rules, that permission does not extend to future breaches. This provision deals with the concept of "waiver," and the parties agree that the Company does not waive any of its rights under any circumstances short of written confirmation.

Section 38: Partial Validity

Should any portion of these Guiding Standards, the Terms and Conditions, the Associate's Agreement, or any other instruments referred to herein or issued by the Company be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

Section 39: Complete Agreement

This statement of Guiding Standards is incorporated into the independent Associate Agreement and together with the Terms and Conditions constitutes the entire agreement of the parties regarding their business relationship.

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