



## ***Over The Horizons “OTH” Independent Member Terms & Conditions***

***In this Terms & Conditions Over The Horizons will be known as “OTH”//Please Read carefully and understand before signing & dating below***

1. ***I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF Over The Horizons. FOR FEDERAL OR STATE TAX PURPOSES.*** OTH is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or Taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between OTH and all appropriate taxing jurisdictions, and all related rules and procedures. I shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, provincial or municipal law, ordinance, rules or regulations.
2. I have carefully read and agree to comply with OTH policies and Procedures and OTH Foundation of Wealth. These documents, in their current form and as amended in the future at OTH direction, are incorporated by reference and form a part of these Terms & Conditions. The Policies & Procedures, these Terms & Conditions, and OTH Foundation of Wealth, shall be collectively referred to as the “Agreement”. I understand that I must be in good standing, and not in violation of any of the terms & agreement, in order to be eligible to receive any bonus or commissions from OTH. I understand that OTH policies & procedures and/or OTH Foundation of Wealth may be amended at the sole discretion of OTH, and all such amendments shall be incorporated into this agreement by reference and shall apply to me. Notification of amendments shall be published in official OTH materials and/or on the OTH website and shall be effective upon publication. The continuation of my OTH business or my acceptance of any compensation from OTH shall constitute my acceptance of any and all amendments.
3. If I choose to cancel my OTH business (as outlined in Policy & Procedures), or if it is voluntarily cancelled or involuntarily termination for any reason. I understand that I will permanently lose all rights as a Member. I further understand that I shall not be eligible to sell OTH products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities and/or the activities of my former sales organization in the event of cancellation, termination or nonrenewal. I agree to waive all rights I have, including but not limited to property rights, to my former sales organization and to any bonuses, commissions or other remuneration derived through my sales and/or the sales and other activities of my former sales organization. I may not assign any rights or delegate any duties under this Agreement without the prior written consent of OTH. Any attempt to transfer or assign this Agreement without the express written consent of OTH renders this Agreement voidable at the option of OTH and may result in termination of my OTH Agreement and Membership. If I choice to cancel my membership at any time, I understand that I will need to contact OTH Members Support to complete an “Notice Or Right To Cancel” form, this form must be completely filled out and signed an dated and then mailed back to Members Support. Once OTH Members Support receives this form, then they will start the Cancellation of your membership. Your membership is not fully canceled until you have receive complete confirmation that your membership has been canceled. An Membership Cancellation can take up to a month to complete.
4. I understand that if I fail to comply with the terms of this agreement, OTH may, at it’s discretion impose upon me disciplinary action as set forth in the Policies & Procedures. If I am in breach of the agreement, I shall not be entitled to receive any further bonuses, or commissions, whether or not the sales for such bonuses or commissions have been completed. If I become indebted to OTH for any reason, I authorize OTH to withhold the appropriate amounts from my bonus or commissions checks, to charge my credit cards, or debit my checking accounts, if any, which I have on file with OTH. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
5. If a member’s termination is determined to be wrongful following final arbitration proceedings, the member shall be reinstated as a OTH Member in his/her original position and shall be paid those commissions that were withheld during the period of termination. This shall be Members sole and exclusive remedy for wrongful termination. Members release OTH, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as “affiliates”), against claims for consequential and/or exemplary damages.
6. The Agreement, in its current form and as amended by OTH at it’s sole discretion, constitutes the entire contract between OTH and myself. Any promises, representations, offers, or other communications not expressly set fourth in this Agreement or any subsequent amendment by OTH are of no force or effect. To the extent of any conflict or inconsistency between this agreement and the policies & procedures (in their current form or as subsequently modified), the most recent Polices & Procedures shall in all instances supersede and prevail over any term these Terms & Conditions as to the matters addressed herein.
7. Any waiver by OTH of any breach of the Agreement must be in writing and signed by an authorized OTH officer. Waiver by OTH of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach
8. If any provision of this agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
9. I authorize OTH to use my name, picture, and/or likeness in advertising or promotional material and waive all claims for remuneration for such use.

## ***OTH Independent Member Terms & Conditions Cont.....***

10. This Agreement is governed by and construed in accordance with the laws of the State of Missouri unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which cases such state law shall govern). All disputes and claims relating to OTH and/or the Agreement shall be settled totally and finally by arbitration in Newton County, Missouri, or such other location as OTH prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. If a member files a claim or counterclaim against OTH, member shall do so on an individual basis and not with any other member or as part of a class action. The decision of the arbitration shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recover reasonable attorney's fees and cost from the losing party. This agreement to arbitration shall survive any termination or expiration of the agreement. Notwithstanding this arbitration provision, OTH may apply to any court having jurisdiction for a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect OTH 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 any arbitration or other proceeding.
11. The parties consent to jurisdiction and venue before any federal or state court in Newton County, State of Missouri for purpose of enforcing an award by an arbitration or any other matter not subject to arbitration. If the law of the State in which the applicant resides prohibits consensual jurisdiction and venue provisions for purpose of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.
12. The term of this agreement is one year from the date the Application is received and processed by OTH (the "effective date") and, unless termination, is automatically renewable. If I do not wish to renew, OTH must receive written notice at least 31 days before the anniversary of the effective date. If that day falls on a weekend, notice must be received by OTH no later than 5:00p.m. CST on the Friday immediately preceding that day. Unless I notify OTH of non-renewal, or my agreement is terminated pursuant to the OTH Policies & Procedures, my agreement will automatically be renewed each year for another one year term. My renewal fee will be charged to the bank account or credit card of record up to 30 days prior to the anniversary date. If notice is not given and you are automatically renewed for another year and you then decide to cancel your membership, the renewal fee will not be refunded.
13. I understand there is no financial requirement to become a OTH Member. The term of this agreement is one year and an annual renewal fee of \$30 USD is required to continue as a OTH member. I authorize OTH to charge the appropriate renewal fee to my bank account or credit card of record up to 30 days prior to the anniversary date of my enrollment to ensure there is no disruption of my Membership. OTH reserves the right to amend the amount of the fee upon notice to members. Depending on your Sales Rank, you may or may not have a renewal fee every year. OTH reserves the right to take this fee out of your commissions or bonus if necessary. This fee is nonrefundable.
14. By completing the sign up information on the front of this Agreement. I authorize OTH to ship the products to the address listed on the front of this form according to the terms set forth herein. OTH is under no obligation to ship product if the authorized account(s) have been overdrawn or closed. This agreement does not supersede or modify in any way the terms & conditions of my Independent Member Agreement or OTH Policies & Procedures. OTH reserves the right to modify or terminate the Shipment at its sole discretion.
15. To change your mailing/shipping address, payment method, upgrade membership, or to remove a joint account holder that a new agreement must be submitted to OTH. If more than one agreement has been submitted, the most recent agreement will supersede all previous agreements. Upon notice OTH reserves the right to change prices. When such price changes occur, OTH will publish them in OTH publications and, unless I direct OTH to do otherwise.
16. This agreement will remain in effect until; (1) elect to alter or change any aspect of this agreement by submitting a new membership agreement; (2) submit my cancellation of this agreement to OTH. Changes or cancellation will be effective in the calendar month in which it is received by OTH, if received at least 31 days prior to my renewal date; otherwise, changes or cancellation will become effective in the month following the month in which my notice of change/cancellation is received by OTH.
17. I authorize OTH to withdraw payment for my Enrollment fee's & website monthly fee's, and any other fee's owed to OTH, from my bank account or charge to my credit card identified on the front of this agreement. I also authorize OTH to withdraw from my bank account and/or credit card that is on file with OTH to pay for customer and my personal product/material orders. If I have selected the bank draft method of payment, OTH is authorized to withdraw payment equal to the amount of the product, applicable sales tax, and shipping & handling of products that I order for myself or for customer orders. If I have selected the credit card form of payment I authorize OTH to charge all orders to this card, even if they exceed the amount of my pre-selected order, due to applicable taxes, and shipping & handling. I understand that shipping & handling and applicable taxes will also be added to all orders, regardless of the form of payment in order to prepare my order(s) to ship on the indicated date. I understand that my credit card and/or bank account may be charged up to seven (7) days prior to the schedule ship date. I agree to pay a \$25 service fee in the event a check or charge is returned for any reason. I have the right to have the amount of any erroneous withdrawal credited as soon as reasonably possible and upon proper notification to OTH. I shall hold OTH harmless for all special or consequential damages, wither direct or indirect, resulting from any wrongful debit to my account.
18. I understand that this is an sales base Independent Member Company, and I will be working for sales/commissions/bonuses, I will not be paid an hourly rate nor will be employed by OTH. I understand that I must go out and make product sales and enroll people in order to make money. I understand that this is an MLM company, and I understand my risks with Direct Selling Companies, that I may make it or break it. I understand that as long as I follow OTH rules & procedures I may make it big with this company, but also understand there is a risk that I may fail and lose my investment. I understand that I will be paid off the QV (qualifying volume) and not the SV (sales volume), SV is only to move up in the ranks with this company. I understand that all commission checks are paid monthly and are usually 2 weeks behind, and that bonuses/enrollments are paid weekly and are usually 2 weeks behind as well. I understand that all product is shipped to the customer, and I will not need to keep any inventory. I also understand that all enrollment & website fees are final and are not refundable. I also understand that my kit will not ship until all payments have been processed and clear.

***OTH Independent Member Terms & Conditions Cont.....***

- 19. OTH Members Web mail Service; If you Pick/Joined to use the OTH Web Mail you agree to the following terms & conditions of OTH Web Mail Use. OTH Members Web Mail is to be only Used For OTH Business Purposes. Any other uses can result in termination of your OTH Web Mail Services. Big Brother will be watching Incoming and Outgoing Emails from the OTH Web Mail Serves. OTH IT Dept also has the rights to access you OTH Web Mail Service at anytime to perform maintenance and security checks. Any NON OTH Business Use Emails will result in termination of your OTH Web Mail Services and/or your OTH Membership. This is a monthly fee that will be automatically drafted from you Checking/Debit/Credit Card Account that is on file. If you fail to make your payment, your OTH Web Mail Service will be put on hold until paid. If not paid with in 60 days of being behind, your OTH Web Mail Service will be cancelled and you will lose everything in the Mailboxes. OTH Web Mail Services are not back up. You will only receive 500MB of Mail Box Space. Once you go over the 500MB you will not receive anymore email until some space is cleared out. If you need more space, more space maybe available at a extra monthly charge. Please ask members support for more info.

***Payment Authorization & Approval***

Yes! I want to be a OTH Independent Member. I authorize OTH to charge my credit card or bank account identified above for my order. If I have selected electronic checking (bank draft) as my form of payment, I authorize OTH to debit my account for the amount of my order and all orders from now and in the future to this account. If I have selected the credit card form of payment, I authorize OTH to charge all orders now and in the future to this card. I understand that shipping & handling and applicable taxes will also be added to all orders now and in the future. I have read and agree to the terms & conditions on the front and back of this Registration & Agreement, as well as OTH Polices and Procedures, and agree to abide by them. I understand that I have the right to terminate my Membership at any time, by providing the company with signed, written notice at its principal business address. I certify that all information provided on this application is true an correct. I, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

<i>Signature of New Member</i> <b>X</b>	<i>Date (MM/DD/YYYY)</i>
<i>Signature of Joint Member</i> <b>X</b>	<i>Date (MM/DD/YYYY)</i>

