TERMS AND CONDITIONS (Efinity Events LLC)

Following are the Efinity Events LLC (herein referred to as Efinity) Terms and Conditions, which Efinity has adopted to explain how Efinity works and to provide the guidelines, terms, and conditions for your Efinity Account and Membership. By creating an Account with Efinity, you accept and agree to be bound by these Terms and Conditions. You also understand and agree that Efinity may revise or amend these Terms and Conditions from time to time.

ACCESS TO THE SITE/FEE CHANGES
Efinity shall use its best efforts to provide to you during the term of your Efinity subscription access to the www.icommerce.org website and the Icommerce Connect Application. Efinity reserves the right, and without liability to you, to interrupt access to the site for whatever reason, including but not limited to, upgrading the site and correcting malfunctions.

ORDERING MERCHANDISE AND SERVICES
To place an order directly from Efinity, visit www.icommerce.org or contact Customer Service at 352-735-0986, Monday, Wednesday, and Friday, from 9 a.m. to 5 p.m. (EST) or sending a message to support@efinityevents.com. Please have your IBO# and method of payment available.

CONTINUING EDUCATION PROGRAM AND MEMBERSHIP CANCELLATION
The products and or event tickets you receive through the Continuing Education Programs are returnable or refundable only under commercially reasonable terms and are based only on materials that you have purchased for personal use. To return Business Support Material (BSM), which include event tickets, the items must be unopened and resalable. If you want to cancel your subscription to avoid receiving further shipments and/or charges to your credit card, you may cancel your membership for any reason at any time by calling Efinity's number, or by notifying Efinity in writing to support@efinityevents.com of your intent to cancel. We must receive your cancellation request 5 days prior to the next billing date to ensure that your credit card will not be charged.

RETURN POLICY - Effective August 16th, 2022

(a) Resalable items
Any resalable item may be returned by Member IBO to Efinity within 180 days of the date of purchase for a full refund of the original purchase price with proof of purchase. An item is determined "resalable" if it satisfies the following requirements (1) it is unopened and unused; (2) the packaging and labeling has not been altered or damaged; (3) the product and packaging are in such a condition that it can be resold within the industry at full price; (4) the product is returned to Efinity within 180 days from the date of purchase; (5) the item is still listed on the Efinity Website as currently available and in stock; and (6) the item contains current Efinity labeling. Any item of merchandise that is conspicuously identified at the

time of sale as non-returnable or discontinued is not considered resalable and is not subject to a refund.

(b) Damaged Items
Any items that have been damaged during shipment can be exchanged or refunded by notifying Efinity and returning the item to Efinity within 180 days of purchase for a full refund.

(c) Defective Items
Any items that are defective can be exchanged or refunded at any time.

(d) First 90 days of registration as an IBO
Notwithstanding anything herein to the contrary, Rule 7.1.2.2 of the Amway Rules of Conduct shall apply to returns and refunds of any BSMs purchased by an Efinity Member IBO during his/her first 90 days following registration with Amway.

(e) Seminar, Conference and Event Tickets
Except as provided in section (d) herein, if IBO Member chooses to sell tickets to seminars, events and/or other business meetings, Member IBO is obligated to buy back tickets purchased for the purchaser personal use for a period of 30 days after the event, provided the dissatisfied purchaser personally attended the event and provided proof of purchase. Such refund shall be for that portion of the cost of the event related to admission to the event, exclusive of cost of travel, meals and or hotel accommodations. Event tickets purchased for stock or inventory or for any reason other than the buyer's personal use are not subject to this policy and may be returned only at Efinity's sole discretion.

(f) Digital subscriptions and downloaded files may not be returnable to Efinity as it may not be commercially reasonable to accept such a return. However, purchasers of downloadable media are entitled, if dissatisfied, to obtain a replacement download of equal value within 30 days of the purchase of the subject downloadable media.

NO OBLIGATION TO BUY OR SELL BSMS AND EVENT TICKETS
As an Amway Independent Business Owner, you are reminded that privately produced sales aids and BSMs are and should be sold in accordance with Rule 7 of the Amway Rules of Conduct. No one may require or coerce you in any way to buy such items or services for any reason. Such materials should be purchased only if you decide that they aid you in building a more successful and profitable business. Persons whom you sponsor are not required to purchase BSMs. No one is required to buy any specified amounts or quota of support systems and BSMs and all distributors are free to change their volume of purchases of such items or to cease any such purchases at any time on a commercially reasonable basis. All persons purchasing or using privately produced sales aids and BSMs must clearly

understand that such items are offered independently of the Amway Corporation, and may not have been reviewed or endorsed by Amway. All sales aids and BSMs should be appropriately identified and no one who resells such items to persons whom he or she sponsors shall make any representations that could cause such materials to be confused with items produced or endorsed by the Amway Corporation.

EFINITY'S RIGHT TO CANCEL
Efinity reserves the right to terminate your subscription in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of your access number(s), password(s) and/or account number(s), or breach of these Terms and Conditions.

USE OF YOUR SUBSCRIPTION NUMBER
You shall be responsible for all use of your subscription Username and Pass code (your "Number") and shall notify Efinity immediately of any unauthorized use of your Number or if you believe that the Number may have been lost or stolen. You shall continue to be responsible for all use of your
Number, including all charges to your account, until you provide Efinity with written notice to the contrary.

EFINITY'S COPYRIGHT, TRADEMARK, AND EXCLUSIVE PROPERTY
The use of the trademark or the information contained in the www.icommerce.org site or the Icommerce Connect Application, without the express written consent of Efinity, is strictly prohibited and is protected by copyright and other intellectual property laws. You agree not to reproduce, redistribute, retransmit, broadcast, or circulate the information received through the site, except that the information may be downloaded or printed for personal noncommercial use.

You agree to indemnify Efinity and hold Efinity harmless from and against any claim, loss, or liability arising from the violation of these Terms and Conditions by you or by anyone using your account, including, but not limited to, copyright infringement, privacy, or proprietary rights.

PRIVACY
Efinity recognizes the value of your privacy. We do not sell customer lists or e-mail lists to anyone.

What information do we collect?
We collect information from you when you register on our site, place an order, subscribe to our newsletter, respond to a survey, or fill out a form. Any data we request that is not required will be specified as voluntary or optional. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number, credit card information or IBO number.

What do we use your information for?
Any of the information we collect from you may be used in one of the following ways:
• To personalize your experience - your information helps us to better respond to your individual needs.
• To improve our website -we continually strive to improve our website offerings based on the information and feedback we receive from you.
• To improve customer service –your information helps us to more effectively respond to your customer service requests and support needs.
• To process transactions – your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without
your consent, other than for the express purpose of delivering the purchase product or service requested by the customer.
• To send periodic emails – The email address you provide for order processing, may be used to send you information and updates pertaining to your order or request, in addition to receiving occasional company news, updates, promotions, related product or service information, etc.
Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

How do we protect your information?
We implement a variety of security measures to maintain the safety of your personal information when you submit a request, place an order, or access your personal information. These security measures include: password protected directories and databases to safeguard your information, SSL (Secure Sockets Layered) technology to ensure that your information is fully encrypted and sent across the Internet securely, PCI Scanning to actively protect our servers from hackers and other vulnerabilities or Secure encryption algorithm to keep your data safe and secure, as well as tokenization of credit card information within our websites. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Database to be only accessed by those authorized with special access rights to our systems and are required to keep the information confidential. After a transaction, your private information (credit cards, financials, etc.) may be kept on file.

Do we use cookies?
Yes, cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information.

Do we disclose any information to outside parties?
We do not sell, trade, or otherwise transfer to outside parties your personally identifiable

information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third party links
Occasionally, at our discretion, we may include or offer third party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

California Online Privacy Protection Act Compliance
Because we value your privacy, we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent. To make any changes to your personal information, simply Login to your Account, and click on My Account > View or change your account details.

Children's Online Privacy Protection Act Compliance We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

CAN-SPAM Compliance
We have taken the necessary steps to ensure that we are compliant with the CAN-SPAM Act of 2003 by never sending out misleading information.

Your Consent
By using our site, you consent to our privacy policy.

Changes to our Privacy Policy
If we decide to change our privacy policy, we will post those changes on this page, and/or update the Privacy Policy modification date below. Policy changes will apply only to information collected after the date of the change. This policy was last modified on 16 August 2022.

Contacting Us
If there are any questions regarding this privacy policy you may contact us using the information below.
eFinity Events LLC.
Website: www.icommerce.org
PO BOX 5905
Deltona, Florida 32728-5905

United States
E-Mail: support@efinityevents.com
Telephone: 352-735-0986

Privacy Policy Customer Pledge
We pledge to you, our customer, that we have made a dedicated effort to bring our privacy policy in line with the following important privacy laws and initiatives: Federal Trade Commission Fair California Online Privacy Protection Act Children's Online Privacy Protection Act Privacy Alliance Controlling the Assault of Non-Solicited Pornography and Marketing Act

INFORMATION UPDATES
Efinity has made every effort to ensure the accuracy of the information presented and collected on www.icommerce.org, but we are not responsible for input errors or technical problems. Should this website or the corresponding database contain any inaccuracies, Efinity in its sole discretion reserves the right to correct, change or update information at any time without obligation or liability to anyone for damages, including incidental and consequential damages.

WARRANTIES
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DAMAGES.

With respect to your sale of BSMs to others, or with respect to your own purchase and use of BSMs, THE LIABILITY OF EFINITY WILL NOT EXCEED THE PURCHASE PRICE OF THE BSMs UPON WHICH SUCH LIABILITY ARISES, WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.
Except for claims by third parties, IN NO EVENT WILL EITHER YOU OR EFINITY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE LOSS OR DAMAGE ARISING OUT OF THESE TERMS AND CONDITIONS, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.
You acknowledge and agree to the limitations on liability and warranty that, except as may be set forth elsewhere in these Terms and Conditions, EFINITY MAKES NO WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO ANY BSM OR OTHER

SERVICE FURNISHED HEREUNDER. EFINITY EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASING BUSINESS SUPPORT MATERIALS

You should purchase Business Support Materials only if you decide they assist you in building a more successful and profitable business. Your attendance at Efinity events, or purchases of Efinity products on www.icommerce.org, is strictly voluntary. Your success as an independent business owner depends upon your own hard work. No one can promise or guarantee that the use of any specific method, approach, or sales aid will result in a more profitable business or the achievement of any specified level of success in the business. No one has made any promises to you concerning your own profitability. No one can guarantee that the techniques, attitudes, or approaches suggested in the Efinity materials would work for you.

PRICING, SHIPPING, HANDLING; AND SALES TAX

Prices generally are set to remain unchanged throughout the duration of the published period for the applicable merchandise catalog or other product promotion. However, as price changes may become necessary, Efinity reserves the right to adjust prices without prior notice. Value-based delivery charges for shipping and handling will accompany product orders. Please refer to www.icommerce.org or call Customer Service at 352-735-0986 for a summary of value-based delivery charges. Applicable sales tax also will be charged to each order according to the state where the order is shipped to.

MATERIALS INDEPENDENTLY PRODUCED

Efinity Business Support Materials are published exclusively by Efinity and are not endorsed or approved by any other person or entity, unless otherwise stated.

USE AND RESALE, REPACKAGING, CUSTOMS

A Registered Member is authorized to purchase products and services for personal use or resale. Efinity prohibits the use or resale of its products and services with/to any person or entity that is not authorized to receive/use Business Support Materials according to IBO rules under Amway. Efinity prohibits the repackaging of its products. Registered Members and Non-Members receiving Efinity products and services outside of US Customs territory should consult their local laws and regulations for import entry processes.

PRODUCT OFFERINGS; SAVINGS CLAIMS

Efinity offers many types of merchandise to its Registered Members including Business Support Materials, audio tapes and CDs, videos and DVDs, seminars, conventions, website access, downloadable audio, and video files, as well as general third-party merchandise and services. Any claims of cost savings that Efinity makes with regard to its merchandise are based on price comparison with comparable products from retailers in the same geographic region in which the claims are made.

RECOGNITION
At no cost to Efinity, Efinity may use your name, photograph, success story, and other material to promote your accomplishments in the business. If you deem such use unacceptable, you have the right to cancel Efinity's use of such items upon written notice sent to Efinity.

ACCEPTANCE OF THE TERMS/CONDITIONS/POLICIES
By using or accessing the www.icommerce.org site and / or the Icommerce Connect Application, you signify your assent to these Terms/Conditions/Policies. Efinity reserves the right to change these Terms and Conditions in its sole discretion by changing the Terms and Conditions and making such changes available for review online. Your using or accessing the www.efinityevents.com and www.icommerce.org sites signify your acceptance of any such changes.

RELATIONSHIP OF THE PARTIES
Nothing contained in these Terms and Conditions creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties, as you are an independent business owner, and not a representative for Efinity.

WAIVER
Efinity's failure to enforce any provision of these Terms and Conditions will not constitute a waiver of Efinity's right to subsequently enforce such a provision or any other provision of these Terms and Conditions, nor will any delay or omission on Efinity's part to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

TERMS AND CONDITIONS
This document constitutes the entire Terms and Conditions between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, conditions, communications, and agreements, whether oral or written, between the parties relating to the subject matter hereof.

RECEIVE E-MAILS
As a member/subscriber of www.icommerce.org website and / or the Icommerce Connect Application, you agree to receive e-mails from Efinity and others concerning the business, which may include updates, product promotions, motivational material, and other information.

REGISTRATION BY FORMER MEMBERS
A former Member may request to be authorized as a new Member at any time following the cancellation or expiration of Member privileges. If the Member wishes to be registered to a different Amway affiliated Independent Business Owner (IBO), the Member should indicate the IBO's number on the new registration and comply with all the current applicable Amway rules and time frames regarding IBO LOS

changes. Member acknowledges that changes will be granted at the sole discretion of Efinity after meeting the required Amway approval.

(a) DISPUTE RESOLUTION
The parties (including Efinity, the IBO Member, individually and all of members Amway entities and all of members BSM entities) hereby agree that all disputes, claims, or controversies arising out of or related to these terms and conditions, including, but not limited to, any state or federal statutory or common law claims, or the breach, termination, enforcement, interpretation or validity thereof, or BSM including, but not limited to, any claims or disputes against the Company, an IBO, any purchaser of BSM, regardless if they arise before or after the termination of members account and membership, shall be resolved in accordance with the Mediation and Arbitration process set forth in Rule 11 of the Amway Rules of Conduct. Rule 11 of the Amway Rules of Conduct is incorporated herein by reference.

(b) The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Terms and Conditions and any of its provisions including, but not limited to, jurisdictional and arbitrability disputes, including, but not limited to, any claim that all or any part of these Terms and Conditions are void or voidable, disputes over the formation, existence, validity, interpretation or scope of this document under which arbitration is sought, and who are proper parties to the arbitration, to the fullest extent allowed by applicable law. The arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter.

(c) This dispute resolution clause is reciprocal and binds all parties subject to this membership Terms and Conditions

(d) The parties, when involved in the dispute resolution process as parties, witnesses, or otherwise, in any manner will not disclose to any other person not directly involved in the dispute resolution process: (i) the substance of, or basis for, the claim or dispute; (ii) the content of any testimony or other information obtained through the dispute resolution process; or (iii) the resolution (whether voluntary or not) or the terms of any resolution of any matter that is the subject of the dispute resolution process. However, nothing in this Terms and Conditions shall preclude a party or other signatory from, in good faith, investigating a claim or defense, including interviewing witnesses and otherwise engaging in discovery.

CHOICE OF LAW. Except to the extent the Federal Arbitration Act applies to these Terms and Conditions, the formation, construction, interpretation and enforceability of this Agreement and all claims, including, but not limited to, any state or federal statutory or common law claims, arising from or relating to Terms and Conditions shall be governed by Michigan law, without giving effect to any choice of law or conflicts of law rules or provisions (whether the State of Michigan

or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.