



7575 Fulton Street E  
Ada, Michigan 49355

## Terms Of Use

1. Site Use Generally
2. Content Posted by Users
3. Your Conduct
4. Site Warranty Disclaimer & Indemnification
5. Limitation of Liability
6. Satisfaction Guarantee
7. Product Warranties
8. Returns
9. Confidentiality
10. General Terms

### Terms of Use for Amway.com – Please Read

Thank you for visiting [www.amway.com](http://www.amway.com) (the "Site"). This Site is powered by Amway Corp. and made available by Amway as a service. All content, information, and services provided on and through our Site may be used only under the following terms and conditions, as they are amended from time to time (the "Terms"). As used herein, the terms "our," "we," and "us" refer to both Amway and Alticor.

YOUR USE OF OUR SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS. PLEASE READ THEM CAREFULLY BEFORE USING THE SITE. IF YOU ARE A CURRENT OR FORMER IBO OR USE OUR SITE TO REGISTER AS AN IBO, YOU ARE ALSO BOUND BY THE IBO CONTRACT AS DEFINED IN RULE 1.1 OF THE AMWAY RULES OF CONDUCT. FOR AVOIDANCE OF DOUBT, IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN OUR SITE'S TERMS OF USE AND THE IBO CONTRACT, THE IBO CONTRACT SHALL GOVERN AND APPLY.

### 1. SITE USE GENERALLY

#### 1.1. Your User License

You are granted a limited, nonexclusive, nontransferable license to



7575 Fulton Street E  
Ada, Michigan 49355

access the Site and its content in accordance with these Terms. If you are under 18, you may use our Site only with the involvement of a parent or guardian. Our Site is hosted in the United States and contains information that is appropriate for access and use in the U.S., Canada, Puerto Rico, U.S. Virgin Islands, Guam, Pacific Islands of American Samoa, Federal States of Micronesia, Marshall, Northern Mariana, Palau, Wake, and the Atlantic and Caribbean Islands operating under the AMWAY™ Business Ownership Plan ("Applicable Markets"). We make no representation that any materials on the Site are appropriate or available for use outside the Applicable Markets, and accessing them from territories where their contents are illegal is prohibited. Any references on the Site to specific products or services are applicable only to those available in the Applicable Markets, and any product claims and comparisons to other products on the Site apply within the Applicable Markets only. Those who access this Site from other locations do so according to their own initiative and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the U.S. or the territory in which they reside.

We reserve the right to refuse service in our sole discretion and without notice. You are solely responsible for your use of the Site, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, resulting from your use or misuse of the Site. Posting or transmitting any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, is strictly prohibited.

### **1.2. Limitations on Your Use**

No material from our Site may be copied, reproduced, republished, downloaded, posted, displayed, transmitted, or distributed in any way, without Amway's prior written permission, except that you may download one copy of the materials on any single computer for your personal, noncommercial home use only, provided that (i) you keep



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Ada, Michigan 49355

intact all copyright and other proprietary notices, and (ii) you make no modifications to the materials. You may not, without our prior written permission, frame or mirror any material contained on this Site on any other server. The unauthorized use of any such material on any other website or computer environment is expressly prohibited. All trademarks, service marks, trade names, and trade dress are proprietary to Amway or its licensors.

### **1.3. Privacy and Your Personal Information**

Your use of our Site is also subject to the terms of our Privacy Statement. You acknowledge that you have read and understand our Privacy Statement, and agree to the use of any personal information you provide in accordance with the terms of, and for the purpose set forth in, our Privacy Statement.

### **1.4. Site Identifiers**

It is your responsibility to safeguard the password you use to access our Site, and to promptly advise Amway or your IBO if you ever suspect that your password has been compromised. We strongly encourage you to change your password regularly to prevent unauthorized access. Because your identification number and password are specific to you, you acknowledge sole responsibility for any and all use of our Site conducted with your identification number and password.

### **1.5. Links to Other Websites**

Our Site may contain links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our Site.

### **1.6. Intellectual Property Rights**

#### **1.6.1. Copyright**

The Site design, text, content, selection and arrangement of elements,



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Ada, Michigan 49355

organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyright laws, ALL RIGHTS RESERVED. The posting of any such elements on the Site does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through the Site. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, modified, or distributed in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, without Amway's prior written permission.

#### **1.6.2. Trademark**

Amway™, the Amway logo, and all product names, company names, and all other trademarks and logos, unless otherwise noted, are trademarks and/or trade dress of Alticor Inc. in the United States, or its affiliates or other companies under common ownership or control or their licensors (the "Marks"). The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited.

#### **1.6.3. Patents**

Please note that U.S. Patent 6,980,962 may apply to portions of this website. One or more other patents may also apply to this website, including without limitation: U.S. Patent Nos. 5,528,490; 5,761,649; and 6,029,142.

#### **1.7. Termination**

These Terms are effective until terminated by Alticor Inc. Your rights under these Terms will terminate automatically if you fail to comply with any of its terms.

### **2. CONTENT POSTED BY USERS**

#### **2.1. Content**

**2.1.1.** All information, data, text, software, music, sound, photographs, graphics, video, messages, products, services, and other materials



7575 Fulton Street E  
Ada, Michigan 49355

("Content") posted to the Site by users, including you, is the sole responsibility of the person by whom the Content was posted. This means that you, and not us, are solely responsible for all Content that you upload, post, transmit, or otherwise make available through or on the Site. You are also solely responsible for all Content posted under your user account. You represent and warrant that (i) you own or otherwise control all of the rights in and to the content that you post; (ii) that the content is accurate; (iii) use of the Content you supply does not violate these Terms; (iv) the Content does not infringe, violate, or interfere with any intellectual property or other rights of any third party and does not violate any applicable law or regulation; and (v) the Content will not cause injury to any person or entity.

**2.1.2.** Should Content be deemed illegal, we will cooperate with the proper authorities, including but not limited to submitting all necessary information to them.

**2.1.3.** If we determine, in our sole discretion, that any Content submitted by you is offensive or inappropriate, we may remove it immediately or ask you to retract or modify the Content in question. If you fail to meet our request within the time specified, we may remove the Content. We have no obligation, however, to restrict or monitor Content in any way.

**2.1.4.** You may see or read things that you do not like or agree with on our Site. You understand that by using our Site, you may be exposed to Content that is offensive, indecent, or objectionable.

**2.1.5.** Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available through the Site.

**2.1.6.** We do not control the Content posted on or through the Site by third parties and, therefore, we do not guarantee the accuracy, integrity, or quality of such Content. You are solely responsible for



7575 Fulton Street E  
Ada, Michigan 49355

any use or reliance on the Content, including on its accuracy, completeness, or usefulness.

**2.1.7.** You acknowledge that we are under no obligation to pre-screen Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available through our Site. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates these Terms or any other Amway.com policy or is otherwise objectionable, in our sole discretion.

**2.1.8.** Any material, information, or idea you submit to us or the Site by any means may be disseminated or used by us without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. We have no obligation to keep any submissions confidential, return any materials that you submit to us, or compensate you for the use of any such materials under any circumstances. You hereby irrevocably waive any claims based on our use of any materials, ideas, or information that you submit to us.

**2.1.9.** We reserve the right to monitor some, all, or none of the areas of the Site for adherence to these Terms. You acknowledge that by providing you with the ability to post information on the Site, we are acting as a passive conduit for distribution and we are not undertaking any obligation or liability relating to any postings or activities on the Site.

**2.2. Content License.** We do not claim ownership of the Content you upload, place, or post through the Site. You are responsible for protecting your rights in such Content and are not entitled to our help in protecting such Content. By uploading, placing, or posting Content through the Site, you grant us a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully sublicensable license, under all intellectual property and other rights, including, without limitation, privacy and publicity, to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, transmit, exploit, create



7575 Fulton Street E  
Ada, Michigan 49355

derivative works from the Content (in whole or in part), and incorporate such Content into other works in any format or medium now known or later developed, for any purpose associated with the Site. You grant us and our sub-licensees the right to use the name that you submit in connection with such Content, if we choose. You hereby irrevocably waive any claims based on "moral rights" and similar theories, if any. Please note, however, that certain activities (e.g., contests) that involve the submission of Content by you may have terms applicable to your Content that differ from those above. In the event such terms differ with these terms, such terms will govern and have precedence over these terms with respect to your Content.

### **3. YOUR CONDUCT**

**3.1. Your Authorization to Use the Site.** Your authorization to use the Site and contribute to it depends on your compliance with community standards and the conduct guidelines set forth below. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of the Site and/or take other appropriate measures to enforce these community standards and conduct guidelines.

**3.2. Conduct Guidelines/Community Standards.** The following is a non-inclusive list of behaviors that are not permitted on the Site. You agree not to:

**3.2.1.** upload, post, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically, or otherwise objectionable;

**3.2.2.** harm minors in any way;

**3.2.3.** impersonate any person or entity, including, but not limited to, any of our members, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise



7575 Fulton Street E  
Ada, Michigan 49355

misrepresent your affiliation with a person or entity;

**3.2.4.** forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted, transmitted, or otherwise made available through the Site;

**3.2.5.** upload, post, or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

**3.2.6.** upload, post, or otherwise transmit any Content or otherwise engage in any activity that infringes, violates, or interferes with any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

**3.2.7.** upload, post, or otherwise transmit unsolicited commercial email or "spam." This includes unethical marketing, advertising, "chain letters," or any other practice that is in any way connected with "spam," such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;

**3.2.8.** upload, post, or otherwise transmit any material that contains software viruses, Trojan horses, malware or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device;

**3.2.9.** interfere with or disrupt the Site, servers, or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;





7575 Fulton Street E  
Ada, Michigan 49355

**3.2.10.** intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;

**3.2.11.** "stalk" or otherwise harass another;

**3.2.12.** promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades, and other weapons or incendiary devices;

**3.2.13.** offer for sale or sell any item, good, or service through our Site;

**3.2.14.** use the Site as a forwarding service to another website;

**3.2.15.** allow usage by others in such a way as to violate these Terms or any other Amway.com policy;

**3.2.16.** take any steps to interfere with or in any manner compromise any of our security measures;

**3.2.17.** use the site for fraudulent purposes;

**3.2.18.** harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;

**3.2.19.** sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to your Account, or password, including, without limitation, on or through the use of any third-party website or service;



7575 Fulton Street E  
Ada, Michigan 49355

**3.2.20.** copy the Site or any portion thereof (other than as provided under United States copyright laws);

**3.2.21.** remove any proprietary notices from the Site;

**3.2.22.** cause, permit, or authorize the modification, creation of derivative works, or translation of the Site without our express permission;

**3.2.23.** sell, assign, rent, lease, act as a service bureau, or grant rights in the Site including, without limitation, through sublicense, to any other person or entity;

**3.2.24.** attempt to decompile, reverse engineer, disassemble, modify, or hack the Site or to defeat or overcome any encryption and/or digital rights management technology implemented by us with respect to the Site and/or data transmitted, processed, or stored by us or the Site;

**3.2.25.** use the Site in any manner not permitted by this policy, or otherwise exceed the scope of our services that you have signed up for (i.e., by accessing and using the tools that you do not have a right to use).

#### **4. SITE WARRANTY DISCLAIMER & INDEMNIFICATION**

OUR SITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH NO WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, CORRECTNESS, INTEGRITY, RELIABILITY, CURRENCY, ADEQUACY, SUITABILITY, FUNCTIONALITY,



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Ada, Michigan 49355

AVAILABILITY, OR OPERATION OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM, THIS SITE. WE DO NOT WARRANT THAT THE OPERATION OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS SITE IS FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS TO EQUIPMENT OR SOFTWARE.

You agree to indemnify and hold Alticor, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, and employees, harmless from any alleged claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of this Site, your connection to the Site, your violation of these Terms or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under these Terms, whether you are a registered user or not. You are solely responsible for your actions when using the Site, including, but not limited to, costs incurred for Internet access.

#### **5. LIMITATION OF LIABILITY**

IN NO EVENT WILL WE BE LIABLE, NOR DO WE ASSUME RESPONSIBILITY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE (OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM, THIS SITE), OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, notwithstanding the other provisions of these Terms, Alticor is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Alticor's liability shall in no event exceed US\$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

#### **6. SATISFACTION GUARANTEE**

Amway is a recognized leader in the industry for offering superior



7575 Fulton Street E  
Ada, Michigan 49355

value in a high-quality product line. We stand behind the quality of our products and guarantee your satisfaction. If for any reason you try our products and are not completely satisfied, you may return it within 180 days of purchase for an exchange or refund of the product price and applicable tax. (Note: Specific limited guarantees apply to designated products.) This satisfaction guarantee does not apply to IBO purchases for stock or inventory.

## **7. PRODUCT WARRANTIES**

Detailed information concerning applicable product warranties can be obtained on the Site, or contact us as described in the "Contact Us" section, below, and we will assist you.

## **8. RETURNS**

You may return items using the Merchandise Product Return form available on the Site or in the packaging information included with each order. Detailed information on returns handling can also be obtained on the Site, or contact us as described in the "Contact Us" section, below, and we will assist you.

## **9. CONFIDENTIALITY**

For IBOs with a business powered by Amway, your user license includes a revocable right to access and use certain trade secret, confidential, and proprietary business information, which includes, without limitation, Line of Sponsorship (LOS) information, i.e., information compiled by Amway that discloses or relates to all or part of the specific arrangement of sponsorship within the Independent Business Ownership Plan, including, without limitation, IBO lists, sponsorship trees, and all IBO contact and business performance information generated therefrom (Proprietary Information), which may be made available to you on the Site. You acknowledge that Amway is the exclusive owner of all Proprietary Information and agree to maintain all Proprietary Information in strictest confidence and to use it only as authorized by Amway. You agree not to compile, organize access, create lists of, or otherwise use Proprietary Information except as authorized by Amway under the IBO Rules of Conduct and the regulations and procedures outlined in the Business



7575 Fulton Street E  
Ada, Michigan 49355

Reference Guide, as amended.

## **10. GENERAL TERMS**

### **10.1. Errors and Corrections**

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us as described in the "Contact Us" section, below, and we'll verify it for you.

### **10.2. Governing Law and Jurisdiction**

Except to the extent the IBO Contract applies, these Terms are governed by and interpreted according to the laws of the State of Michigan (without regard to its conflict of law principles), and you hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising under or in connection with this Agreement. Any controversy or dispute arising out of your use of our Site shall be brought before the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. You hereby waive any objection based on inconvenient forum. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed removed and shall not affect the validity and enforceability of any remaining provisions.

### **10.3. Changes to These Terms**

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on our Site and are effective immediately. The date of the newest version is posted below. Please check back frequently, especially before you



7575 Fulton Street E  
Ada, Michigan 49355

use our Site, to see if these Terms have changed. Continued use of the Site after any changes to the Terms constitutes your consent to such changes.

#### 10.4. Contact Us

If you have any concerns about the Site or these Terms, please send us an e-mail or call us at the below number: We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.

[Contact us](#) or call 800-253-6500.

#### 10.5. Notice and Procedure for Making Claims of Intellectual Property Infringement

Amway respects the intellectual property rights of others and expects its users to do the same. Amway may remove content that in its sole discretion appears to infringe the rights of others.

If you believe that any content posted on Amway.com infringes your intellectual property rights, please notify Amway's Intellectual Property Agent pursuant to the following instructions:

Notifications of claimed infringement should be sent to the following Designated Agent for this site:

Alticor Inc.

Attn: Legal Department – Designated Agent

7575 Fulton Street East, Ada, MI 49355

[Legal-IP@amway.com](mailto:Legal-IP@amway.com)

Phone: 800-253-6500

To be effective, the notification must be a written communication to the above **Designated Agent** that includes the following:

1. A physical or electronic signature of the intellectual property rights owner or one authorized to act upon their behalf;



7575 Fulton Street E  
Ada, Michigan 49355

2. Identification of the right claimed to have been infringed, or, if multiple rights at a single online site are covered by a single notification, a list of the multiple rights that have been infringed at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate and remove the material;
4. Information enabling the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

*Updated and effective December 7, 2018.*

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