

Terms of Use Policy

1. I understand that as a AscendDistributor:
 - a. I have the right to offer for sale Ascend products and services in accordance with these Terms of Use.
 - b. I have the right to enroll persons in Ascend.
 - c. If qualified, I have the right to earn commissions pursuant to the Ascend Marketing and Compensation Plan.
2. I agree to present the Ascend Marketing and Compensation Plan and Ascend products and services as set forth in official Ascend literature and according to the Policies and Procedures of Ascend.
3. I agree that as an Ascend Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Ascend. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF Ascend Sciences International™ FOR FEDERAL OR UTAH TAX PURPOSES. Ascend is not responsible for tax withholdings, and shall not withhold or deduct from my bonuses and commissions which include FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the **Ascend Policies and Procedures** and the **Ascend Marketing and Compensation Plan**, both of which are incorporated into and made a part of these **Terms of Use** (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Ascend. I understand that these Terms of Use, the Ascend Policies and Procedures, or the Ascend Marketing and Compensation Plan may be amended at the sole discretion of Ascend, and I agree to abide by all such amendments. Notification of amendments shall be posted on the Ascend website. Amendments shall become effective 30 days after publication. The continuation of my Ascend business or my acceptance of bonuses or commissions shall constitute my

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acceptance of any and all amendments.

5. The term of this Agreement is one year (subject to prior cancellation as provided in the Policies and Procedures). If I fail to annually renew my Ascend business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Ascend products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Ascend reserves the right to terminate all Distributor Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to Ascend at its principal business address. Ascend may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Ascend. Any attempt to transfer or assign the Agreement without the express written consent of Ascend renders the Agreement voidable at the option of Ascend and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Ascend may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, 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.
8. Ascend, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Ascend and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Ascend and its affiliates from all liability arising from or relating to:

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(a) any Distributor's breach of this Agreement or the Policies and Procedures; (b) the promotion or operation of a Ascend business by a Distributor and any activities related to it, including but not limited to, the presentation of Ascend products or the Ascend Marketing and Com- pensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Ascend for any liability, damages, fines, penalties, or other; (c) any incorrect data or information provided by a Distributor to Ascend; (d) a Distributor's failure to provide any information or data necessary for Ascend to operate its business; or (e) awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Ascend at its discretion, constitutes the entire contract between Ascend and myself. Any promises, representations, offers, or other com- munications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Ascend of any breach of the Agreement must be in writing and signed by an au- thorized officer of Ascend. Waiver by Ascend of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be re- formed only to the extent necessary to make it enforceable, and the balance of the Agreement Ascend Terms of Use Ascend, LLC – Terms of Use, March 2014 will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. All disputes and claims relating to Ascend, the Distributor Agreement, the Ascend Marketing and Compensation Plan or its products and ser- vices, the rights and obligations of an independent Distributor and Ascend, or any other claims or causes of action relating to the performance of either an independent Distributor or Ascend under the Agreement or the Ascend Policies and Procedures shall be settled totally and finally by arbitration in Salt Lake City, Utah, or such other location as Ascend 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 discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced

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to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party OR Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Ascend from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its 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.

13. The parties consent to jurisdiction and venue before any federal or state court in Utah County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
15. Montana Residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
16. If a Distributor wishes to bring an action against Ascend for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Ascend for such act or omission. Distributor waives all claims that any other statutes of limitations apply.
17. I authorize Ascend to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
18. A faxed copy of the Agreement shall be treated as an original in all respects.

