



Café Utopia, Inc.

Electronic Signature Agreement

United States Policies and Procedures Manual

As a Utopia Partner of Cafe Utopia, Inc. (hereafter the "Company"), you are required to understand and comply with all rules, regulations, policies, and procedures contained in this Cafe Utopia, Inc. Policies & Procedures Manual (the "Policy Manual") that may be published or disseminated by the Company. The Company reserves the right to amend this Policy Manual by publishing or transmitting amendments as it deems appropriate.

The Company honors all federal, state, and local regulations governing network marketing, and requires every Utopia Partner to do the same. It is, therefore, very important that you read and understand the information contained in this Policy Manual. If you have any questions regarding any rule or policy, seek an answer from your Utopia Sponsor, or the Company Department of Ethics and Compliance. The Code of Professional Ethics is included in Section 12 of this Policy Manual; you should review these materials and make them a part of your planning.

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SECTION 1: UTOPIA PARTNER STATUS

- Becoming a Utopia Partner. An applicant becomes an independent Utopia Partner (“Utopia Partner”) of the Company when the following requirements are fulfilled:
 - a) The applicant’s completed Utopia Partner Application and Agreement (the “Agreement”) and any related documents have been received and accepted by the Company at its corporate office in Jupiter, FL.
 - b) The applicant purchases at Company cost, a Utopia Partner Launch Kit, which contains Utopia Partner Forms (including but not limited to Utopia Partner Applications, a Marketing Tool Kit, Training Materials), Temporary Business Cards and Company Information and Brochures, Audio CD which are sales materials (not for resale). This sum is not a service or franchise fee, but rather is strictly to offset costs incurred by the Company for educational and business materials required for a Utopia Partner of the Company.
 - c) The Company reserves the right to decline to accept any Agreement for any reason at its sole discretion.

1.01 No Purchase Required. Except as set forth above, no purchase is required to become a Utopia Partner.

1.02 Utopia Partner Obligations and Rights. A Utopia Partner is authorized to sell the Company’s products and services and to participate in the Company’s Compensation Plan. A Utopia Partner may sponsor new Utopia Partners into the Company.

1.03 Legal Age. A Utopia Partner shall be of legal age to enter into a binding contract in the state of Utopia Partner’s residence.

1.04 Common Address. No more than three (3) Utopia Partners may use the same address.

1.05 Married Couples. Married couples and their dependent children shall share a single Utopia Partner entity. Utopia Partners who subsequently marry shall maintain separate Utopia Partner status unless one is the direct Utopia Sponsor of the other, in which case their Utopia Partner entities may be consolidated. When a couple sharing a Utopia Partner entity divorces or separates, the Company will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice, signed by both parties or issued by a court decree which specifies to whom future commission checks should be paid, provided the couple has complied with the requirements of Section 5.03, if applicable.

1.06 Simultaneous Interests. A Utopia Partner and spouse and dependents may not have

simultaneous beneficial interests in more than one Utopia Partner Account entity. For example, a shareholder of a corporation that is a Utopia Partner may not become an individual Utopia Partner.

1.07 Corporations, Partnerships, Limited Liability Companies, and Trusts. Corporations, Partnerships, Limited Liability Companies, or other forms of business organizations and/or trusts may become a Utopia Partner of the Company when the Agreement is accompanied by copies of the following documents within thirty (30) days after the Agreement is accepted; otherwise, the Utopia Partner position may go into suspension:

- a) Articles of incorporation, Partnership agreement, trust documents and/or other governing documents, as applicable;
- b) A complete list of all directors, officers, and shareholders involved in a corporation, all general and limited Partners of a Partnership, members of a limited liability company or trustee(s) and beneficiaries of a trust, as applicable;
- c) A Federal ID number or other identification number as the Company may approve in its sole discretion; and
- d) Such other documents and information as may be reasonably requested from time to time.

Shareholders, directors, officers, partners, members, beneficiaries, and trustees, as applicable, of a Utopia Partner entity shall agree to be and the Company will hold each personally liable to the Company and bound by the Agreement and the Policy Manual.

1.08 Non-Profit Organizations. Non-Profit Organizations may become a Utopia Partner of the Company when the Agreement is accompanied by copies of the following documents within thirty (30) days after the Agreement is accepted; otherwise, the Utopia Partner position may go into suspension:

- a) Articles of incorporation, Partnership agreement, trust documents and/or other governing documents, as applicable;
- b) A complete list of all directors and officers involved in the Non-Profit Organization and who is authorized to enter into a contract on behalf of the organization as applicable;
- c) A Federal ID number or other identification number as the Company may approve in its sole discretion;

d) Verification of 501c (3) status, and

e) Such other documents and information as may be reasonably requested from time to time.

Utopia Directors, officers, partners, and members, as applicable, of a Utopia Partner entity shall agree to be, and the Company will hold each personally liable to the Company and bound by the Agreement and the Policy Manual.

1.09 Fictitious and/or Assumed Names. A person or entity may not apply as a Utopia Partner using a fictitious or assumed name without Company approval which may be withheld in the Company's sole discretion.

1.10 Independent Contractor Status. A Utopia Partner is an independent contractor. A Utopia Partner is not a franchisee, joint venture Partner, business Partner, employee or agent of the Company, and a Utopia Partner is prohibited from stating or implying, whether orally or in writing, otherwise. A Utopia Partner has no authority to bind the Company to any obligation. The Company is not responsible for payment or co-payment of any employee benefits.

Member is responsible for liability, health, disability and workmen's compensation insurance. A Utopia Partner sets the Utopia Partner's own hours and determines how to conduct the Utopia Partner's business, subject to the Agreement and the Policy Manual.

1.11 Taxation. As an independent contractor, a Utopia Partner will not be treated as a franchisee, Partner, employee, or agent for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts, or any other federal, state, or local statute, ordinance, rule, or regulation. At the end of each calendar year, the Company will issue to each Ready Partner IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of a Ready Partner.

1.12 Legal Compliance. A Utopia Partner shall comply with all federal, state and local statutes, regulations, and ordinances concerning the operation of Utopia Partner's business. A Utopia Partner is responsible for the Utopia Partner's own managerial decisions and expenditures including all estimated income and self-employment taxes.

1.13 Utopia Partner Identification Number. A Utopia Partner is required by federal law to obtain a Social Security number, Federal I.D. number or other approved government issued identification based on their resident country. Utopia Partners will be assigned a Utopia Partner ID number for purposes of the Utopia Partner's business with the Company. This number shall be placed on all orders and correspondence with the Company hereinafter referred to as the Utopia Partner Identification Number ("UPIN"). The Company will use this number in all internal Utopia Partner transactions. Any

penalties or fines that may result from the use of an incorrect tax identification number furnished to the Company will be the responsibility of the Utopia Partner.

1.14 No Exclusive Territories. There are no exclusive territories for marketing or sponsoring purposes, nor shall any Utopia Partner imply or state that the Utopia Partner has an exclusive territory. No franchise is granted and there are no exclusive territories for sales or sponsoring purposes. No geographical limitations exist on the Utopia Partner sponsoring within the United States or any country in which the Company is approved to do business.

1.15 Other Products. A Utopia Partner agrees that no products except the Company's products shall be sold or shown at any event where the Company's products are sold or shown. During the term of the Utopia Partner Agreement, and for a period of six months thereafter, the Utopia Partner is prohibited from selling or promoting any competing products or services or marketing programs to any of the Company's Employees, Agents or Utopia Partners, except those Utopia Partners personally-Enrolled by the Utopia Partner. Any Utopia Partner found in violation of this subsection risks the loss of buying privileges, possible suspension and/or termination of the Utopia Partner position and participation in the Company Compensation Plan, and the Company will pursue all legal recourses to recover damages.

1.16 Cross-Group Selling. Selling to other Company Utopia Partners in order to receive credit for bonuses and advancement is prohibited. A Utopia Partner shall obtain all of the Utopia Partner's Company products, literature and materials directly from the Company. Any violation of this rule subjects the Utopia Partner to possible suspension and/or termination.

1.17 Contacts. Utopia Partners are to limit all corporate communication to the office and staff of the Company. No direct contact is to be made with the Company's partners, suppliers, consultants, or hired professionals without the express written approval of the Company.

SECTION TWO: TERM AND RENEWAL

2.01 Term. Subject to the provisions of Section Four, the Agreement shall have a term beginning on the date of acceptance by the Company and ending one year from the date thereof (the "Anniversary Date").

2.02 Annual Renewal. A Utopia Partner authorizes Company to automatically renew their Utopia Partner status annually. The annual renewal fee is posted in the Online Business Center or is available through Cafe Utopia, Inc. Support and is due on the Anniversary Date of enrollment. (No Renewal Fee for Utopia Partners at This Time) A Utopia Partner not renewing by the renewal date, as provided herein, shall be deemed to have voluntarily terminated their Utopia Partner position relationship with the Company and will thereby lose their Utopia Partner position, all sponsorship rights, their position in the Compensation Plan, all rights to commissions and bonuses, and the ability to purchase products from the Company at wholesale prices. A Utopia Partner who fails to renew his/her Utopia Partner status may not reenroll under a

new Sponsor for six (6) months after non-renewal.

2.03 Inactivity. A Utopia Partner who is “inactive” in any 90 consecutive-day period shall be automatically deactivated from Utopia Partner status and converted to Retail Customer status instead.

SECTION THREE: SPONSORSHIP

3.01 Sponsoring/Enrolling. A Utopia Partner may sponsor other Utopia Partners in the United States and any country in which the Company has authorized. Utopia Sponsors shall ensure that each new Ready Partner has received, had access to, and understands the Company’s Agreement, the Policy Manual and the Compensation Plan. A Utopia Partner will be compensated only for the generation of sales volumes, not for sponsoring new Utopia Partners into the program.

3.02 Multiple Agreements. If an applicant submits multiple Agreements that list different Utopia Sponsors, only the first completed Agreement to be received by the Company will be accepted. The decision of the Company in recognizing the official Utopia Sponsor is final.

3.03 Training Requirement. Utopia Partners are required to assure the adequate training of the Utopia Partners they sponsor. A Utopia Sponsor shall maintain an ongoing professional leadership association with the Utopia Partners in the organization and shall fulfill the obligation of performing a bona fide supervisory, distribution and selling function in the sale or delivery of products and services. Upon request, a Utopia Partners must be able to provide the Company with evidence of ongoing fulfillment of Utopia Sponsor responsibilities, including training.

3.04 Income Claims. No income projections, including those based solely on mathematical projections or “ideal projections” of the Company Compensation Plan may be made to prospective Utopia Partners. A Utopia Partner shall not represent the Utopia Partner’s income as an indication of the success assured to others, since income success depends upon many variables. Commission checks may not be used as marketing materials. A Utopia Partner shall not guarantee or estimate compensation, draws, expenses, or deductions attributable to the business to prospects. A Utopia Partner shall truthfully and fairly describe and present the Compensation Plan. No past, potential or actual income claims may be made to prospective Utopia Partners. A Utopia Partner may not guarantee commissions or estimate expenses to prospects.

3.05 Transfer of Sponsorship. Although it is strongly discouraged and is seldom permitted, a Utopia Partner may transfer to a different Utopia Sponsor or Utopia Sponsorship line, subject to the written approval of the Company, which may be withheld in its sole discretion, subject to the following conditions:

a) If the transferring Utopia Partner is within the same Sponsorship group,

notarized signatures are required from all Utopia Partners that are or may be impacted by the move;

- b) If the transferring Utopia Partner is outside the same Sponsorship group, a notarized statement signed by all affected up-line Utopia Partners shall be submitted reflecting that each affected party understands and consents to the transfer. Any request for transfer of Utopia Sponsorship shall be first submitted to the Company in writing explaining the reason for the request of transfer;
- c) A non refundable \$150.00 transfer fee shall be paid to the Company;
- d) A written request for transfer explaining the exact reason for the requested transfer shall be submitted to the Company; and
- e) The final approval of the Company, if granted, will apply only to the Utopia Partner making the request and not Utopia Partner's down-line organization. The Utopia Partner shall comply with the requirements of section 5.03.

3.06 Utopia Partner Associated with another Utopia Partner. As a general matter, Cafe Utopia, Inc. recognizes that a potential Utopia Partner should be entitled to sign on with any Utopia Partner Utopia Sponsor of their choosing. However, a unique circumstance exists when an existing Utopia Partner has undertaken a very serious sales and relationship effort to cause a prospective customer to become, not merely a one-time retail customer, but a committed Utopia Partner. In this situation, Cafe Utopia, Inc. has determined that the very serious efforts of the selling Utopia Partner should be honored and respected. To this extent, Cafe Utopia, Inc. has adopted a policy that a prospect who decides to become a Utopia Partner will be deemed to be associated and sponsored by the original Utopia Partner who originally expended the effort to sign up the prospect.

SECTION FOUR: RESIGNATION / TERMINATION

4.01 Voluntary Resignation.

- a) A Utopia Partner may voluntarily terminate their Utopia Partner status by failing to renew or by sending a written notice of resignation or termination to the Company. Voluntary resignation is effective upon receipt of such notice by the Company.
- b) A Utopia Partner who resigns or terminates their Utopia Partner status may reapply as a Ready Partner at an entry-level position six (6) months after resignation.
- c) When a Utopia Partner voluntarily terminates the Agreement, the Utopia Partner's sales network shall automatically roll up to the first up-line Utopia Partner.

4.02 Suspension. A Utopia Partner may be suspended for violating the terms of the Agreement, which includes this Policy Manual, the Compensation Plan and other documents produced by the Company. When a decision is made to suspend a Utopia Partner, the Company will inform the Utopia Partner in writing that the suspension

has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension, if any. The suspension notice will be sent to the Utopia Partner's address on file with the Company pursuant to the notice provisions contained in the Policy Manual. Such suspension may or may not lead to termination of a Utopia Partner's position as so determined by the Company in its sole discretion. If a Utopia Partner wishes to appeal, the Company shall receive such appeal in writing within fifteen (15) days from the date of the suspension notice. The Company will review and consider the suspension and notify the Utopia Partner in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of the Company will be final and subject to no further review. The Company may take certain action during the suspension period, including, but not limited to, the following:

- a) Prohibiting the Utopia Partner from holding a Utopia Partner meeting or outing as a Utopia Partner of the Company or using any of the Company's proprietary marks and/or materials;
- b) Withholding commissions and bonuses due the Utopia Partner during the suspension period;
- c) Prohibiting the Utopia Partner from purchasing services and products from the Company; and/or
- d) Prohibiting the Utopia Partner from sponsoring new Utopia Partners, contacting current Utopia Partners or attending meetings of Utopia Partners.
- e) If the Company, in its sole discretion, determines that the violation that caused the suspension is continuing, has not been satisfactorily resolved, or a new violation involving the suspended Ready Partner has occurred, the suspended Utopia Partner may be terminated.

4.03 Termination. A Utopia Partner may be terminated for violating the terms of the Agreement, which includes this Policy Manual, the Compensation Plan and other documents produced by the Company. The Company may terminate a violating Utopia Partner without placing the Utopia Partner on suspension, in the Company's sole discretion. The Utopia Partner will be given notice of the opportunity to be heard by a panel to consider the issues relating to the grounds for termination. When the decision is made to terminate the Utopia Partner, the Company will inform the Utopia Partner in writing at the address in the Utopia Partner's file that the termination has occurred effective thirty (30) days from the date of the written notification.

4.04 Appeal. If A Utopia Partner wishes to appeal the termination, the Company must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If the Utopia Partner files a timely notice of appeal, the Company will review the appeal and notify the Utopia Partner

of its decision within ten (10) days after receipt of the appeal. The decision of the Company will be final and subject to no further review. In the event that the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

4.05 Effect of Termination. Immediately upon termination, the terminated Utopia Partner

- a) Shall remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Company product, plan or program;
- b) Shall cease representing themselves as a Utopia Partner of the Company;
- c) Shall lose all rights to their Utopia Partner position and position in the Compensation Plan and to all future commissions and bonuses resulting there from; and
- d) Shall take all action reasonably required by the Company relating to protection of its confidential information. The Company has the right to offset any amounts owed by a Utopia Partner to the Company from commissions or other bonuses due to the Utopia Partner. The Company may also offset an estimate of the reasonable amount that a Utopia Partner owes under the terms of the indemnity obligation incurred pursuant to Section 11.01 herein.

4.06 Reapplication. The acceptance of any reapplication of a terminated Utopia Partner or the application of any family member of a terminated Utopia Partner shall be in the sole discretion of the Company and may be denied.

4.07 State Laws. Where these provisions on termination violate the public policy of state laws, the applicable state law shall apply.

SECTION FIVE: TRANSFERABILITY

5.01 Acquisition of Business. Any Utopia Partner desiring to acquire an interest in another Utopia Partner's business shall first terminate his/her Utopia Partner position and wait three (3) months before becoming eligible for such a purchase. All such transactions shall be fully disclosed to the Company and are subject to approval by the Company in advance.

5.02 Transfers to Utopia Partner. Except as expressly set forth herein, a Utopia Partner may not sell, assign or otherwise transfer the Utopia Partner's entity (or rights thereto) to another Utopia Partner or to an individual who has an interest in Utopia Partner entity. Notwithstanding the foregoing, a Utopia Partner may transfer the

Utopia Partner position to the Utopia Sponsor, subject to the conditions of Section 5.03. In such event, the Utopia Sponsor's Utopia Partner position and the transferring Utopia Partner's Utopia Partner position shall be merged into one entity.

5.03 Conditions to Transferability. A Utopia Partner may not sell, assign, merge or transfer their Utopia Partner position (or rights thereto) without the prior written approval of the Company and any such transfer, if approved, is subject to the following conditions:

- a) The Utopia Partner must be in good standing and must strictly adhere to all Utopia Network Policies and Procedures and not currently be on probation or suspension for Policy Compliance Violations.
- b) The Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Utopia Partner position. A Utopia Partner wishing to sell, assign, transfer or merge their Utopia Partner position shall first provide the Company with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding offer. The Company will advise the Utopia Partner within twenty (20) business days after receipt of such notice of its decision to accept or reject the offer. If the Company fails to respond within the twenty (20) day period or declines such offer, the Utopia Partner may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to the Company to any person or entity who is not a Utopia Partner, married to or a dependent of a Utopia Partner or who has any interest in a Utopia Partner position.
- c) The selling Utopia Partner shall provide the Company an executed "Sale of Café Utopia, Inc. Utopia Partner Position" form and with a copy of all documents which detail the transfer, including without limitation, the name of the purchaser the purchase price and terms of purchase and payment;
- d) A non refundable transfer fee of \$150.00 shall accompany the transfer documents;
- e) The documents shall contain a covenant made by the selling Utopia Partner for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing Utopia Partner of the Company for a period of six (6) months from the date of the sale or transfer; and
- f) Upon approval of sale, transfer or assignment being approved the seller must provide a notarized Bill of Sale for the position being sold as proof of payment of the stated purchase price before the position will be transferred to the potential buyer. Upon approval by the Company in writing, the buying party shall assume the position of the selling Utopia Partner and shall execute a current agreement and all such other

documents as may be reasonably required by the Company.

- g) The Company reserves the right, in its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. The Company reserves the right to disapprove any sale or transfer.
- h) A Utopia Partner must have had a completed product sale in the last 90 days. A Utopia Partner must have enrolled or renewed their Utopia Partner position within the last twelve (12) months.
- i) A Utopia Partner Position being sold must have personally sponsored at least two (2) Utopia Partner in the last twelve (12) months.
- j) The new owner will assume the original enrollment date of the position being sold.
- k) Café Utopia, Inc. will receive up to three percent (3%) of the sale price upon completed sale payable at closing of the sale.

5.04 Circumvention of Policies. If it is determined, in the Company's sole discretion, that a Utopia Partner position was transferred in an effort to circumvent compliance with the Agreement, this Policy Manual, or the Compensation Plan, the transfer will be declared null and void and the Utopia Partner position will revert back to the transferring Utopia Partner who will be treated as if the transfer had never occurred from the reversion day forward. If necessary, and in the Company's sole discretion appropriate action, including without limitation, termination, may be taken against the transferring Utopia Partner to ensure compliance with the Agreement and this Policy Manual.

5.05 Succession. Notwithstanding any other provision of this Section Five, upon the death of a Utopia Partner, the Utopia Partner's position will pass to the Utopia Partner's successors in interest as provided by law; however, the Company will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate and will, trust, or other instrument required by the Company to evidence transfer of ownership. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Company Utopia Partner. Transfer fees may apply.

5.06 Reentry. Any Utopia Partner who transfers their Utopia Partnership shall wait for six (6) months after the effective date of such transfer before becoming eligible to reapply to become a new Utopia Partner.

SECTION SIX: PROPRIETARY INFORMATION

6.01 Confidentiality Agreement. During the term of the Agreement, the Company may supply to a Utopia Partner confidential, proprietary, or trade secret information including, but not limited to genealogical and downline reports, customer lists, customer information developed by the Company or developed for and on behalf of the Company by a Utopia Partner (including, but not limited to credit data, customer and the Utopia Partner profiles and product purchase information), a Utopia Partner lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which the Company may designate as confidential, proprietary, or trade secret. All such information (whether in written or electronic form) is confidential, proprietary, or trade secret to the Company and is transmitted to the Utopia Partner in strictest confidence on a “need to know” basis for use solely in the Utopia Partner’s business with the Company. The Utopia Partner shall use the Utopia Partner’s best efforts to keep confidential, proprietary, trade secret information protected, and shall not disclose any such information to any third party, directly, or indirectly. A Utopia Partner shall not use the information to compete with the Company or for any purpose other than promoting the Company’s program and its products and services. Upon expiration, non-renewal or termination of the Agreement, the Utopia Partner shall discontinue the use of such confidential, proprietary, or trade secret information and not disclose or use for profit or any other purpose for a term of five (5) years and promptly return any confidential, proprietary, or trade secret information in their possession to the Company. Utopia Partner agrees that if they violate this Confidentiality Agreement, they will pay a minimum penalty of \$10,000.00 USD of fifty percent (50%) of any monies made either directly or indirectly whichever amount is greater.

6.02 Copyright Restrictions. With respect to product purchases from the Company, a Utopia Partner shall abide by all manufacturers’ use restrictions and copyright protections.

6.03 Vendor’s and Other Business Associate’s Confidentiality. The Company’s business relationships with its vendors, manufacturers, suppliers, and researchers are confidential. A Utopia Partner shall not contact, directly or indirectly, speak to, or communicate with any supplier, manufacturer, or researcher of the Company except at a Company-sponsored event at which the supplier, manufacturer, or researcher is present at the request of the Company.

SECTION SEVEN: TRADEMARKS, LITERATURE, AND ADVERTISING

7.01 Trademarks.

- a) The Company's name, trademarks, service marks, and copyrighted materials are owned by the Company, including the names of the Company's products. The use of such marks and materials shall be in strict compliance with the Policy Manual. Only the Company is authorized to produce and market products and literature under these trademarks. Use of the Company name on any item not produced or authorized by the Company is prohibited, except in the manner described below:

John Doe
Independent Utopia Partner
Café Utopia

- b) Trademark usage, unless otherwise as stated above Independent Utopia Partners who wish to use the Company's name, trademarks, service marks, and copyrighted materials for Internet marketing purposes only will have the option to participate in the Company's Internet Licensee Program and must adhere to the Company's Policies within this document, as well as the requirements of the program. Email support@cafeutopia.com for additional information.

7.02 Telephone, Yellow and White Page Listing. A Utopia Partner is not permitted to use the Company's trade name in advertising in the white or yellow page sections of the telephone book. A Utopia Partner is not permitted to list their telephone numbers under the Company's trade name without first obtaining prior written approval from the Company. If approval is granted for a listing, it shall be stated in the following manner:

Doe, John
Independent Utopia Partner
Café Utopia

7.03 Imprinted Checks. A Utopia Partner is not permitted to use the Company trade name or any of its trademarks or service marks on their business or personal checking accounts; however, a Utopia Partner may imprint the Utopia Partner's business checks as being a "Café Utopia, Inc., Independent Utopia Partner."

7.04 Imprinted Business Cards or Letterheads. A Utopia Partner is not permitted to "create" a Utopia Partner's own stationary, business cards or letterhead graphics if the Company's trade name and/or trademarks are used. Only the approved Company graphics version and wording are permitted, and letterhead shall be ordered either from the Company directly or from the Company-licensed independent contractor.

7.05 Print and Electronic Advertising. Only Company-produced or-approved (in writing and in advance) promotional and advertising materials may be used to advertise or promote a Utopia Partner's business or sell products or services of the Company in any print or electronic media, including on an Internet web site. No person shall use the Company name, logos, trademarks, or copyrighted material in any advertising not produced by the Company or without prior express written permission from the Company. The Company's literature and materials may not be duplicated or reprinted without prior written permission of the Company. The Company's consent or approval may be withheld at its sole discretion. Banners, trade show materials, and the like must be approved in writing by the Company.

7.06 Internet/Social Media. The Company maintains a presence on the Internet in its own web site. A Utopia Partner is prohibited from using any trademarks of Company, including the name Café Utopia, Inc., the Café Utopia, Inc. logo, and the name of any of the products, or any other trade names, trademarks, or distinctive phrases or remarks used by Company, including those related to a product, or any term confusingly similar thereto - in any form on the internet/social media. If a Utopia Partner desires to provide a link from a Utopia Partner's personal web site directly to the Company's Web Site, the Utopia Partner's request must be in writing and is subject to Company approval in its sole discretion. No link may be established until the Utopia Partner receives written approve from Café Utopia, Inc..

7.07 Protection of Minors. The Café Utopia, Inc. website is not designed for or targeted at children. We do not knowingly collect, use, or disseminate any personally identifiable information from children under the age of 18. If, however, we become aware that personally identifiable information regarding a child under the age of 18 has been collected at the Café Utopia, Inc. site, we will use such information for the sole purpose of contacting a parent or guardian of the child to obtain verifiable parental consent. If we cannot obtain consent after a reasonable period of time, or if when contacted, a parent or guardian requests that we do not use or maintain such information, we will make reasonable efforts to delete it from our records. Upon request by a parent or guardian, Café Utopia, Inc. will provide a description of the specific types of personal information collected from a child who is under the age of 18.

7.08 Gifts, Enticement, and Special Discounts.

- a) Café Utopia, Inc. Independent Utopia Partners are prohibited from using print, electronic, or verbal advertisements to entice potential prospects, including Retail Customers to join their organization or team, which includes, but not limited to; special rewards, incentives, bonuses, products, or guarantee of downline placements, which can be determined upon Company's sole discretion.
- b) Café Utopia, Inc. Independent Utopia Partners are not allowed to use the "Placement Suite" as a form of incentive and/or enticement to leverage potential prospects in any public or private forum for joining your Café Utopia, Inc. business.

7.09 Social Media.

- a) As a Utopia Partner for Café Utopia, Inc., you are not required to maintain a presence in social media. Should you choose to do so, however, you must adhere to the guidelines and policies set forth by Café Utopia, Inc.. These guidelines and policies are designed to ensure the uniformity and professionalism of the Café Utopia, Inc. brand, which in turn, benefits your business.
- b) Café Utopia, Inc. maintains an online presence for the benefit of the company as a whole, which includes Customers, UTOPIA Partners, and the general public. We ask that in our public forums (Facebook, Twitter, etc.) you keep your comments relevant to all.
- c) You may not use the official corporate Café Utopia, Inc. pages to drive business, solicit business, drive people to your own site, or recruit Utopia Partners. Our trademarked brand name cannot be used to drive traffic away from our corporate site.
- d) You cannot represent your independent business as the corporate office. All Utopia Partner communications, both in print and online, must clearly come from an independent representative of the company and not lead the consumer to think they may be interacting with the corporate office.
- e) You are welcome to use the term “Independent Utopia Partner for Café Utopia, Inc. in the name/description of various social media sites for your business. You cannot use the word “official” or anything similar. You cannot create an alias for any sites that use any permutation of the Café Utopia, Inc. name. For further clarification regarding naming, please refer to Section 7.06.
- f) When posting information online related to Café Utopia, Inc., please consider if the information you are sharing is beneficial to your business and to the company as a whole. Do not represent yourself in any way online that detracts from the Café Utopia, Inc. brand. All Independent Utopia Partners agree, acknowledge, and affirmatively accept any content posted (photos, testimonials, statements, marketing materials, etc.) on a social networking Web site including, but not limited to, Facebook, Youtube, Instagram, Vimeo, Twitter, TikTok, LinkedIn, Flickr, etc., must adhere to the Print and Electronic Guidelines found in Section 7.05, income claims, or disparaging comments, remarks, etc. are expressly prohibited and will not be approved or allowed.
- g) In the event of your voluntary or involuntary termination as a Café Utopia, Inc.” Independent Utopia Partner, you are required to remove all references to Café Utopia, Inc.” from social networking profile(s) within seven (7) days.

- h) Should Café Utopia, Inc.” discover non-compliant profiles and/or websites, you will be required to remove the material immediately.
- i) Infractions of any social media guideline may result in disciplinary actions up to and including termination of your Utopia Partner account.
- j) Café Utopia, Inc.” requires that all Utopia Partners identify themselves as independent business owners and should therefore adhere to the naming convention of their Facebook page and all other social media networks to read as follows: “John Doe, Independent Utopia Partner, Café Utopia, Inc.” On Facebook only are you allowed to use “Café Utopia, Inc.” in your vanity URL if its naming convention is the same as your Café Utopia, Inc. replicated site i.e. “Facebook.com/john doe.CafeUtopia”. This is the only acceptable use of the word “Café Utopia, Inc.” in a URL.
- k) All Independent Ready Partners are prohibited from advertising “Café Utopia, Inc.” on websites such as Amazon, ebay, Groupon, Facebook Offers, Twitter ads, or any website or social media networks with a coupon or special discount offer, including and not limited to the purchase of ads with the “Café Utopia, Inc.” name used in the naming conventions of URL domains, subdomains, or in the advertising on pay per click ads, and/or ad words, etc.

7.10 Endorsements. No endorsements by a Company officer or any third party may be asserted, except as expressly communicated in the Company literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, a Utopia Partner may not represent or imply, directly or indirectly, that the Company’s program, products or services has been approved or endorsed by any governmental agency.

7.11 Independent Communications. Subject to the restrictions imposed by this Section Seven, a Utopia Partner is encouraged to distribute information and direction to the Utopia Partner’s respective down-line; however, a Utopia Partner shall identify and distinguish between personal communications and the official communications of the Company.

7.12 Utopia Partner Services. The Company provides every active Utopia Partner with management and training communications, timely delivery of product and sales materials, and a computer report of sales made in their marketing group for the pay period in which commissions and overrides are earned and paid.

7.13 Pricing. Pricing for products sold on the Internet must adhere to the general rules for all such retail sales, and never for less than retail price and as outlined in Section 9.13.

7.14 Recordings. A Utopia Partner may not produce or reproduce for sale or personal use products sold by the Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/ or audio taping of Company meetings and conferences is strictly prohibited. Still photography is allowable at the discretion of the meeting host.

7.15 Telephone Answering. A Utopia Partner may not answer the telephone by saying “Café Utopia, Inc.” or in any other manner that would lead the caller to believe that the call has reached the corporate offices of the Company.

7.16 Liability. Violation of any of the rules contained in this Policy Manual is grounds for termination of the individual’s Utopia Partner status. The violator may also be liable for damages resulting from unauthorized use of the Company copyrights, trademarks, and materials.

SECTION EIGHT: PAYMENT OF COMMISSIONS

8.01 Calendar. Commissions. Commissions and other bonuses cannot be paid until completed Agreement has been received and accepted by the Company prior to the end of the month in which the sale is made. Commissions are paid ONLY on the sale of Company services and products. No commissions are paid on the purchase of a Café Utopia, Inc. Welcome Kit or for sponsoring Utopia Partners.

8.02 Calendar. Commissions, overrides, and bonuses are calculated and paid on the current pay period information.

8.03 Commission and Bonus Payment Date. Monthly commission and bonuses are paid approximately two weeks following the end of each pay period. Should the payment day fall on a legal holiday or weekend, commissions and override payments will then be made on the next regularly scheduled business day. Weekly commission and bonuses are paid ten (10) days following the close of the commission period. Commissions are paid to “active” “qualified” Utopia Partners as defined in the Compensation Plan. The Compensation Plan sets forth a detailed explanation of the benefits and the commission structure.

8.04 Minimum Payment. The minimum amount for a check payment of commissions and overrides is \$100.00; all monies not paid will be included in the next bonus payment. Processing fees vary for ACH based on payment option and may be deducted from all commission and bonus payments.

8.05 Offset of Commissions. Any commissions or bonuses earned and paid on returns are the obligation of and shall be repaid to the Company by the Utopia Partner originally paid such commissions or bonuses. The Company has the right to offset such amounts against future commissions and other bonuses paid or owed to such Utopia Partner and Utopia Partner’s up-line who participated in an override.

8.06 Tax Reporting for Commissions. Any commissions paid to a Utopia Partner are subject to State and Federal tax laws. Payments made in the form of incentive trips or prizes are all subject to taxation as income and will be reported annually on a 1099 prepared for the Utopia Partner. The Utopia Partner is responsible to file all income and expense

reports appropriate for operating a home-based business.

SECTION NINE: PURCHASE OF PRODUCTS

9.01 Purchase Requirement. No product purchase is required in order for an applicant to become a Utopia Partner. Utopia Partners who have had their Agreement accepted by the Company may buy products at wholesale prices directly from the Company.

9.02 Utopia Partners Auto Delivery. A Utopia Partner and Retail Customer must personally opt-in to the monthly Auto Delivery program. Invalid Utopia Partner or Customer orders are defined as orders submitted as Utopia Partner or Customer orders for qualification purposes without the written authorization from the Utopia Partner or customer. If a Café Utopia, Inc. Utopia Partner submits a Utopia Partner or Customer order without a Utopia Partners or Customer's consent, the Utopia Partner will be subject to disciplinary action, including termination. Utopia Partner or Customer orders cannot be paid by or shipped to a Café Utopia, Inc. Utopia Partner for any reason. No exceptions.

9.03 Ordering Methods. All orders submitted to the Company shall have the Utopia Partner's or Customer's Company issued identification number placed thereon to assist the Company in processing and shipping the order properly. Failure to provide this information may result in a delay in processing the order.

9.04 Direct Purchase. A Utopia Partner may purchase the Utopia Partner's product needs directly from the Company. Should a Utopia Partner obtain product from the Utopia Partner's Utopia Sponsor or up-line Utopia Partner's personal inventory and a replacement product order is not placed and processed through the Company, no commissions or overrides will be paid by the Company on such transactions

9.05 Payment Options. Purchases may be paid by money order, cashier's check, personal check or credit cards, unless specifically stated otherwise by the Company. Pre-printed name, physical address and phone number, must be on all checks. Personal checks will be accepted only for payments in the amount not greater than \$1,000. In the event a check or credit card is declined, the Utopia Partner will be contacted for an alternate form of payment and may be subject to an additional processing fee. No orders will be shipped without prior to payment. Returned checks are subject to a \$45.00 returned check fee.

9.06 Shipping and Handling. It is the ordering Utopia Partner's sole responsibility to indicate (a) the method and means of shipping, and (b) the destination address.

9.07 Product Delivery. Upon clearance of payment, the Company processes for shipment the products and materials ordered. If an item is temporarily not available ("TNA"), the consignee will be notified on the packing list included with the shipment. If a TNA should occur, the item(s) will be shipped as soon as available and usually within fourteen (14) days of the date the original order was received. Back orders may be cancelled by a Utopia Partner by written request received by the Company prior to shipment.

9.08 Damaged Goods. The shipping company is responsible for any damage that occurs after it takes physical custody of the products. Therefore, it is important that the damage is reported promptly in order to allow Café Utopia, Inc. to file a claim with the shipper. The purchaser of Company products who receives damaged goods shall comply with the following procedures:

- a) Accept delivery.
- b) Before the driver leaves, note on the delivery receipt the number of boxes that appear to be damaged and require the driver to acknowledge the damage in writing.
- c) Save the damaged products or boxes for inspection by the shipping agent.
- d) Contact the Café Utopia, Inc. Support Department to arrange for a replacement order to be shipped and a damaged goods claim to be filed.

9.09 Price Changes. Prices for the Company's products, services and literature are subject to change without prior notice.

9.10 Receipts, Retail Pricing. A Utopia Partner will provide all retail purchasers of the Company products with written receipts. Although the Company provides a suggested retail price as a guideline, the Utopia Partner may sell the Company products at whatever retail price they and their customers may agree upon. This rule does not apply to online sales.

9.11 Sales Tax. To ensure compliance with the sales and use tax requirement of each state, unless required otherwise by state law, the Company may, at its option, collect and remit all applicable sales and use taxes on products, promotional materials and services sold to Utopia Partners based on the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product and/or materials are shipped. If a Utopia Partner requests a tax exempt purchase for products purchased for resale (not for personal use), the Utopia Partner shall provide the Company with a true and correct copy of a current resale certificate from the applicable state.

9.12 Shipping Loss. The Company will track all deliveries shipped. A Utopia Partner should contact the Company immediately upon being made aware of any shipping problem.

9.13 Inaccurate Delivery. If a product is shipped in error by the Company, the unordered merchandise may be returned at the Company's expense provided the following steps are taken:

- a) Utopia Partner or retail customer notifies the Company within five (5) days of receipt of the order;
- b) A copy of the shipping or packing slip shall be enclosed with the proper

- forms required by the Company completed and executed by Utopia Partner
or
- c) retail customer; and
 - d) Products shall be returned in original containers and shall be packed properly to prevent damage in return shipment.

9.14 Refused Shipments. Should Utopia Partner refuse delivery on any order placed with the Company, the Company shall have the right to place the Utopia Partner in suspension pending resolution of the refusal of delivery. Neither Utopia Partner nor a retail customer shall refuse any shipment from the Company unless prior approval of the Company has been obtained. Should the receiving party of any order shipped from the Company refuse to accept delivery and the shipment is returned to the Company, the ordering Utopia Partner's status will be suspended pending resolution of the delivery refusal. Non-accepted delivery charges will be debited to Utopia Partner's account. If the Company determines that a valid reason exists for refusing shipment, it will instruct the Utopia Partner on the proper procedure for a return.

9.15 Trade Shows. With written authorization from the Company, Company products or services and opportunity may be displayed at trade shows by Utopia Partners. Request for participation in trade shows must be received in writing by the Company at least two weeks prior to the show. Written authorization from the Company must be received before participating in the trade show. Unless written authorization is secured from the Company, Company products or services and opportunity are the only products or services and/or opportunity that may be offered in the trade show booth. Only Company produced marketing materials may be displayed or distributed. Company trade show authorization does not guarantee exclusive participation in any trade show.

9.16 International Sales. No independent Utopia Partner may export or sell directly or indirectly to others who export the Company's products, literature, sales aids or promotional material relating to the Company, its products or services or the Company's program from the United States or its possessions or territories to any other country. Independent Utopia Partners who choose to sponsor internationally may do so only in countries in which the Company has registered to operate its business and must comply fully with the Rules of Operation of a Company Utopia Partner in that country. Any violation of this rule constitutes a material breach of this contract and is grounds for immediate termination of the Utopia Partner position.

9.17 Product/Services Claims. Utopia Partner shall make no claim, representation, or warranty concerning any product or service of the Company, except for those contained in the official Company materials. Utopia Partner can only promote benefits of Café Utopia, Inc. products using language contained in the official Company materials. Utopia Partners may not make any financial promises or guarantees.

9.18 Promotional Items. All promotional items that bear the Company name or logo shall be purchased solely from the Company or its approved supplier unless prior

written permission is obtained from the Company.

9.19 Telemarketing. Telemarketing is strictly prohibited. Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. Although the Company does not consider Utopia Partners to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

- a) Therefore, Utopia Partners must not engage in telemarketing in the operation of their Company businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Company opportunity. “Cold calls” made to prospective customers or Utopia Partners that promote either Company products or services or the Company opportunity constitute telemarketing and are prohibited. However, a telephone call placed to prospective customer or Utopia Partner (a “prospect”) is permissible under the following situations:
- b) You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.
- c) The prospect’s personal inquiry or application regarding a product or service offered by the Utopia Partner, within the three (3) months immediately preceding the date of such a meeting.
- d) If the Utopia Partner has an established business relationship with the prospect. An “established business relationship” is a relationship between a Utopia Partner and a prospect based on the prospect’s purchase, rental or lease of goods or services from the Utopia Partner, or a financial transaction between the prospect and the Utopia Partner within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- e) If the Utopia Partner receives written and signed permission from the prospect authorizing the Utopia Partner to call. The authorization must specify the telephone number(s) which the Utopia Partner is authorized to call.

- f) In addition, Utopia Partners shall not use automatic telephone dialing systems relative to the operation of their Company businesses. The term “automatic telephone dialing system” means equipment which has the capacity to (a) store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers.

SECTION TEN: RETAIL CUSTOMER RETURNS

10.01 Retail Customer Guarantee. The Company offers a 100% money-back satisfaction guarantee within thirty (30) days of purchase.

10.02 Warranties. Except as expressly stated herein, the Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through the Company.

10.03 Buyer’s Right to Cancel. Federal law grants a buyer the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25.00 or more that occur away from the seller’s main office. The Company sales order form contains all legally required notices. Two copies shall be given to the buyer by the Utopia Partner on every sale. In addition, the Utopia Partner shall orally inform the buyer of the three-day right to cancel at the time the buyer purchases the goods.

10.04 Retail Customer Refunds. The Company will replace the returned retail product to the Utopia Partner provided the following procedures and conditions are met:

- a) The product shall be returned to the Company by the Utopia Partner who purchased it from the Company within sixty (60) days of the date of the original purchase.
- b) A Ready Partner shall obtain a return authorization number from the Company customer service department within ten (10) days of the return date to Utopia Partner and prior to returning any product.
- c) The product shall be received by the Company within twenty (20) days of the return date to Utopia Partner.
- d) The return shall be accompanied by the following:
- e) A signed statement from the retail customer identifying the reason for the return;
- f) A copy of the original retail sales receipt;
- g) The product is returned in its original container, and
- h) The name, address, and telephone number of the retail customer.
- i) Proper shipping carton(s) and packing materials shall be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested.
- j) The Utopia Partner will pay the cost of shipping replacement product(s).

- k) The Company will replace the product, but will not refund to any Utopia Partner the purchase price of any retail customer returns

10.05 Quality Control. The Company will replace, within one (1) month of purchase, any product found to be defective; however, no product shall be returned to the Company without prior written approval. Exchanges only, No Refunds.

10.06 Termination Returns.

- a) A Utopia Partner who terminates their Utopia Partner business relationship with the Company has the right to return for repurchase on commercially reasonable terms currently marketable inventory including Company produced promotional materials, sales aids and kits in possession of the Utopia Partner and purchased by the Utopia Partner for resale prior to the date of termination. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of marketable Inventory within two (2) months from the Utopia Partner's date of purchase at not less than 90% of the Utopia Partner's original net cost less appropriate set-offs and legal claims, if any. No refunds will be issued unless a Utopia Partner is in strict compliance with the procedures contained herein:
- b) A written return request shall be submitted, stating the reason for the termination, the reason for the return of product and/or sales materials, and accompanied by original proof of payment and a copy of the Purchase Order Form or Packing Slip. Product returned without prior authorization will be returned to the Ready Partner.
- c) The Company will provide the Utopia Partner with a return authorization number and will instruct the Utopia Partner where to ship the product for inventory verification. Upon receipt and inspection of the return, Company will process the appropriate refund for payment; and
- d) The Utopia Partner shall pay the cost of return freight.
- e) All commissions, overrides, and bonuses paid to a terminated Utopia Partner as a result of any product returned upon termination shall be repaid to the Company. The Company may deduct such amounts from any commissions or other amounts owed to such Utopia Partner. All commissions, overrides, and/ or bonuses paid to a Utopia Partner's up-line on a returned product shall be repaid to the Company by the up-line Utopia Partner.

SECTION ELEVEN: GENERAL PROVISIONS

- 11.01 Indemnity Agreement.** Utopia Partner agrees to indemnify and hold harmless the Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, that Utopia Partner's (a) activities as Utopia Partner; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.
- 11.02 Other Services and Products.** No products or services except for the Company's products or services shall be sold or shown at any event where the Company's product or services are sold or shown. Except as provided above, a Utopia Partner is not restricted from selling other companies' services and products that are not similar to or competitive with the products and services of the Company. However, promotion of direct sales and/or network marketing programs and/or competitive services or products with anyone are strictly prohibited.
- 11.03 Limit on Liability.** To the extent permitted by law, the Company shall not be liable for and Utopia Partner releases the Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by the Utopia Partner as a result of (a) the breach by the Utopia Partner of the Agreement and/or the terms and conditions of the Policy Manual; (b) the operation of the Utopia Partner's business; (c) any incorrect or wrong data or information provided by the Utopia Partner; (d) any copyright violation in connection with materials provided by Utopia Partner; or (e) the failure to provide any information or data necessary for the Company to operate its business, including, without limitation, the enrollment and acceptance of the Utopia Partner into the Compensation Plan or the payment of commissions and bonuses.
- 11.04 Limitation of Damages.** TO THE EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND UTOPIA PARTNER HEREBY RELEASES THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO THE COMPANY'S PERFORMANCE, NON-PERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY UTOPIA PARTNER AND THE COMPANY, WHETHER SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY. Furthermore, it is agreed that any damages to a Utopia Partner shall not exceed and is hereby expressly limited to, the amount of unsold Company programs, services and/or products of the Company owned by the Utopia Partner and any commissions owed to the Utopia Partner.
- 11.05 Record keeping.** The Company encourages the Utopia Partner to keep complete and accurate records of all of the Utopia Partner's business dealings.
- 11.06 Non-Solicitation and Non-Competition.** The Utopia Partner acknowledges and agrees that the only way to protect the goodwill, confidential, proprietary, and trade secret information of Company and the integrity and stability of the sales force created by other Utopia Partners is to prohibit all Utopia Partners from recruiting and solicitation of other Utopia Partners to other companies during the term of this agreement and for a reasonable time thereafter. Consequently, in consideration for all of the rights granted by this Agreement, including the protection this non-solicitation provision affords to the Utopia Partner for the term of this Agreement

and for two (2) years after termination hereof, for any reason, the Utopia Partner agrees not to, directly or indirectly, recruit or solicit any of Company's other Utopia Partners to join other direct sales, multi-level or network marketing companies. For the term of this Agreement and for two (2) years after termination hereof, for any reason, the Utopia Partner agrees not to sell any product that is the same or similar to or competes with the products of Company within the United States of America or any other country where Company sells its products. The Utopia Partner agrees not to solicit, directly or indirectly, Company's Utopia Partner to purchase services or products, except those of Company, throughout the term of this Agreement. Utopia Partner agrees that if they violate this Non-Solicitation and Non-Competition, they will pay a minimum penalty of \$10,000.00 USD of fifty percent (50%) of any monies made either directly or indirectly whichever amount is greater.

11.07 Amendments. The Company reserves the right to amend the Agreement, Policy Manual, its retail prices, product availability and the Compensation Plan at any time without prior notice as it deems appropriate. Amendments will be communicated to the Utopia Partner through official Company publications, by posting on the company web site, or voice and/or e-mail. Amendments are effective and binding on the Utopia Partner as of the date of issuance. In the event any conflict between the original documents or policies and any such amendment, the amendment will control.

11.08 Non-Waiver Provision. No failure of the Company to exercise any power under the Policy Manual or to insist upon strict compliance by the Utopia Partner with any obligation or provision herein, and no custom or practice of the parties at variance with this Policy Manual, shall constitute a waiver of the Company's right to demand exact compliance with this Policy Manual. The Company's waiver of any particular default by the Utopia Partner shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect any way in the rights or obligations of any other Utopia Partner. Nor shall any delay or omissions by the Company to exercise any right arising from a default affect or impair the Company's rights as to that or any subsequent default. Waiver by the Company can be affected only in writing by an authorized officer of the Company.

11.09 Arbitration.

- a) Except as expressly set forth herein, all disputes, claims, or causes of action relating to or arising from any Independent Utopia Partner Application, Café Utopia, Inc. Terms of Agreement, Company's Policies and Procedures, and any other Company policies, products, and services, the rights and obligations of Company and the Utopia Partner, or any other disputes, claims or causes of action between the Utopia Partner and any of its officers, directors, employees, or affiliates, and Company or any of its officers, directors, employees, or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration, in Jupiter, FL, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection which Company may use, in addition to or instead of the procedures set forth in section (c) below. The arbitration shall be conducted before a single arbitrator and shall not be conducted on a class-wide, class action, or multiple complaining-party basis.

- b) Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or other intellectual property or proprietary or confidential information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to the Company. In addition to monetary damages, the Company may obtain injunctive relief against Utopia Partner for any violation of the Agreement or misuse of the Company's trademark, copyright or confidential information policies.
- c) Nothing in this rule shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect the Company's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. The Utopia Partner hereby agrees that violation of the prohibition on use or disclosure of trade secrets, proprietary, or confidential information or the prohibition of the non-solicitation and non-disparagement provisions herein stated will cause Company irreparable injury for which there is no adequate remedy at law and hereby agrees to the entry of an ex-parte temporary restraining order, preliminary and permanent injunction, or any other emergency remedy necessary to prevent said violation.
- d) Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of this Agreement.

11.10 Entire Agreement. This Policy Manual is incorporated into the Agreement along with the Compensation Plan and constitutes the entire agreement of the parties regarding their business relationship.

11.11 Governing Law. The Agreement and this Policy Manual shall be governed by the laws of the State of Florida and the jurisdiction of all claims arising hereunder shall be in the County of Palm Beach, the State of Florida.

11.12 Force Majeure. The Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders, or curtailment of a party's usual source of supply.

11.13 Notice. Any communication, notice or demand of any kind whatsoever, which either Utopia Partner or the Company may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, e-mail or fax (if confirmed in writing sent by registered or certified mail, postage pre-paid, return receipt requested or by personal service). Any party may change its address for notice by giving written notice to the other in

the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been given or served on the date personally served by personal service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence if delivery is by mail.

11.14 Severability. If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including this Policy Manual, or any specification, standard or operating procedure which the Company has prescribed is held to be invalid or unenforceable, the Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof, to the extent required to be valid and enforceable, and the Utopia Partner shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

11.15 Violations. It is the obligation of every Utopia Partner to abide by and maintain the integrity of this Policy Manual. If the Utopia Partner observes another Utopia Partner committing a violation, such Utopia Partner should discuss the violation directly with the violating Utopia Partner. Any violations reported to the Company shall follow the Company's reporting procedures and may be reported to the Café Utopia, Inc. Support Department at support@cafeutopia.com.

SECTION TWELVE: CODE OF PROFESSIONAL ETHICS

CAFÉ UTOPIA, INC, BELIEVES THAT ITS UTOPIA PARTNERS SHOULD SUBSCRIBE TO THE PRINCIPLES OF FAIRNESS, HONESTY, INTEGRITY, AND SERVICE. THE RELATIONSHIP OF THE COMPANY TO UTOPIA PARTNER, UTOPIA PARTNER TO CUSTOMER, AND UTOPIA PARTNER TO OTHERS SHOULD BE PRESERVED, PROTECTED, AND PROMOTED IN ACCORDANCE WITH THE HIGHEST STANDARDS OF CONDUCT. THEREFORE, UTOPIA PARTNER AGREES TO ABIDE BY AND SUBSCRIBE TO THE CODE OF PROFESSIONAL ETHICS (THE "CODE OF ETHICS") CONTAINED IN THIS SECTION TWELVE. AS A UTOPIA PARTNER, I AGREE THAT:

12.01 I will be honest and fair in all my dealings while acting as a Utopia Partner of the Company.

12.02 I will respect the time and privacy of the people I contact to become retail customers or Utopia Partners of the Company. I will be courteous and respectful to every person contacted in the course of my Company business.

12.03 I will perform all my professional activities in a manner that will enhance my reputation and the reputation of the Company.

12.04 I will fulfill my leadership responsibilities as a Manager, including training and otherwise supporting Utopia Partners in my sales organization.

12.05 I will not engage in any deceptive or illegal practice, or any practice prohibited by the Agreement or the Policy Manual.

12.06 I will not make any claims not contained in the official Company literature, remembering that even my personal experience with the company may be interpreted as an "extension of labeling claims" if I use those experiences as a sales device.

12.07 I will make no income claims or representations regarding the Company Compensation Plan, remembering that ideal projections of the Company

Compensation Plan are unrealistic. No network is grown in a perfect geometric progression and therefore it is impossible to predict incomes. Further, a Utopia Partner's success depends on many variables such as the amount of time committed to his/her business and the degree of organizational ability.

12.08 I understand and agree that I am solely responsible for all financial and/or legal obligations incurred by me in the course of my business as a Utopia Partner of Café Utopia, Inc., including self-employment taxes, income taxes, sales taxes, license fees, and related personal fees.

12.09 I will always honor the Company's 100% satisfaction, thirty (30) day money back guarantee.

12.10 I understand and agree that capitalism is one of the most competitive economic systems in the world; I will compete aggressively but fairly, and I will respect the professionals of other companies. I will not solicit from the proprietary rolls or "genealogical" printouts of other companies. I will not use sales materials or professional associations that may be regarded as proprietary by other companies. The Company seeks to promote the reputation of all reputable network marketing companies that are furthering the cause of personal independence for their Utopia Partners

12.11 A Utopia Partner shall engage in no conduct which negatively impacts, disrupts or impairs the reputation or business of the Company or other Utopia Partners, including, but not limited to: disparagement of the Company, its Officers or Employees or other Utopia Partners; manipulation of the compensation plan; undermines or is at odds with the training systems utilized by and authorized by the Company; conduct which is abusive, disrespectful, or intimidating of other Utopia Partners, Customers, Employees, or Affiliates of the company; conduct that undermines the relationship between the Company and Utopia Partners or relationships between Utopia Partners; conduct which is false, fraudulent, dishonest or deceptive in any way; or any other conduct which the Company deems disreputable or, in anyway, negatively impacts the Company or other Utopia Partners.

SECTION THIRTEEN: ADDENDA FOR SPECIFIC STATES (TBD)

13.01 Distributor Agreement for Georgia. This addendum is applicable to Georgia participants only.

a) This addendum shall supersede and override any provisions in the independent distributor agreement which shall be in conflict with this addendum, except that any cancellation or buy-back provision in the distributor agreement, which is more favorable in terms to the distributor than this addendum, shall remain in full force and effect. The further purpose of this addendum is to set forth the rights of the independent distributor.

b) Description of Products or Services: The company markets nutritional products

and services to the consumer through independent distributors by way of network marketing. The company's product line is indicated on the enclosed brochures. The company's primary service to distributors who are independent contractor marketers is to make available quality products for distributors to sell. In addition, the company makes available sales and marketing literature, ordering and other forms, supportive materials to promote the business and policies and procedures to provide guidance in conduct of the business. The company maintains a distributor relations department to answer questions of distributors. The company makes available to distributors downline sales organization data processing reports to inform distributors of sales production activity of their sales organization. Information regarding shipping and training are provided in other paragraphs. The company's sales and marketing materials provide more detailed information. The company supplies marketing materials and fulfills orders of its distributors.

- c) Delivery Date of Products: After receipt of orders and payment in full, the company ships orders for its products received before 12:00 p.m. EST the same day, and orders received after 12:00 p.m. EST are shipped the next business day. Product orders are sent via USPO and Federal Express. Methods of payment include check or credit cards.
- d) Training: The Company offers a complete library of print and video materials to all independent distributors at no charge. The materials are readily available over the internet in the distributor's personal virtual office. The training materials cover the product, how to conduct a personal sales party in the home, an understanding of the compensation plan, and a complete library of personal development tools.
- e) A participant in this multilevel marketing plan has a right to cancel at anytime, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or by email to support@cafeutopia.com.
- f) Cancellation and Buy-Back Policy: The company will honor minimum cancellation rights to the participant in accordance with OCGA § 10-1-415(d) (1), (2) and (3), which code sections provide as follows and are set forth verbatim:
 - 1. "If the participant has purchased products or paid for administrative services while the contract of participation was in effect, the seller shall repurchase all unencumbered products, sales aids, literature, and promotional items which are in a reasonably resalable or reusable condition and which were acquired by the participant from the seller; such repurchase shall be at a price not less than 90 percent of the original net cost to the participant of the goods being returned. For

purposes of this paragraph, 'original net cost' means the amount actually paid by the participant for the goods, less any consideration received by the participant for purchase of the goods which is attributable to the specific goods now being returned. Goods shall be deemed 'resalable or reusable' if the goods are in an unused, commercially resalable condition at the time the goods are returned to the seller. Goods which are no longer marketed by the company shall be deemed 'resalable or reusable' if the goods are in an unused, commercially resalable condition and are returned to the seller within one year from the date the company discontinued marketing the goods; provided, however, that goods which are no longer marketed by a multilevel distribution company shall not be deemed 'resalable or reusable' if the goods are sold to participants as nonreturnable, discontinued, or seasonal items and the nonreturnable, discontinued, or seasonal nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant. Notwithstanding anything to the contrary contained in this paragraph, a multilevel distribution company may not assert that any more than 15 percent of its total yearly sales per calendar year to participants in dollars are from nonreturnable, discontinued, or seasonal items;

2. The repayment of all administrative fees or consideration paid for other services shall be at not less than 90 percent of the costs to the participant of such fees or services and shall reflect all other administrative services that have not, at the time of termination, been provided to the participant; and
3. The participant may be held responsible for all shipping expenses incurred in returning sales aids or products to the company but only if such responsibility of a canceling participant is disclosed in the written description of the cancellation rights." The cancellation and buy-back policy above is controlling and overrides any contrary language in any other company materials.

g) Pursuant to OCGA § 10-1-415(d)(3), notice is given that the participant shall be responsible for all shipping expenses incurred in returning sales aids or products to the company.

13.02 Distributor Agreement for Louisiana. This addendum is applicable to Louisiana participants only.

- a) This addendum shall supersede and override any provisions in the independent distributor agreement which shall be in conflict with this addendum, except that any cancellation or buy-back provision in the distributor agreement, which is more favorable in terms to the distributor than this addendum, shall remain in full force and effect. The further purpose of this addendum is to set forth the rights of the independent distributor.
- b) A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address.

- c) No purchase or investment is necessary to become a Company distributor other than the purchase of a distributor sales kit which is sold “at Company cost.”
- d) Waiver of Personal Activity Requirement During First Sixth Months. During the first six months after commencement of the distributor agreement, every Louisiana distributor is excused from personal product purchase activity requirements to the extent that payment for product purchased when combined with any other consideration (e.g. sales kit) exceeds \$300. During this period, no total payment in excess of \$300, either by express condition or practical necessity may be required to qualify as an active distributor or to qualify for bonuses. The waiver of qualifying purchase requirements is controlling and overrides anything to the contrary in other Company materials. Other than purchase of sales kit, all purchases by a distributor are voluntary and are neither required by actual or practical necessity to participate fully in the marketing program.
- e) Prohibition: Any payment by a distributor during his or her first 180 days in excess of \$300 which may be considered under La. R.S.51:1821(2) as initial consideration required by express condition or practical necessity is strictly prohibited.
 - 1. The above prohibition shall not in any way restrict the amount of retail sales.
 - 2. Upon termination, if the independent distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products purchased within the previous 6 months which are in an unused and commercially resalable condition then in possession of the independent distributor shall be repurchased. The repurchase shall be at price of not less than ninety percent of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel. You may not re-join the Company for a period of six months after a resignation.
 - 3. Louisiana Law Applicable. In the event of a dispute for jurisdictional purposes, a distributor shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law.

13.03 Montana Addendum to Agreement.

- a) Refund Policy for Montana Representatives. The following refund policies shall be applicable to Montana representatives and shall supersede any policies that are less protective to Montana representatives.
 - 1. A representative may cancel participation in the representative contract for any reason at any time upon notification in writing to the company of the election to cancel.

2. If the representative cancels participation and returns any required items, the person is entitled to a refund of any consideration given to participate in the sales plan or operation.
3. Upon the request of a representative deciding to terminate participation in the sales plan or operation, there shall be the e-purchase, at not less than ninety percent (90%) of the amount paid by the representative, of any currently marketable goods or services sold to the representative within 12 months of the request that have not been resold or consumed by the representative.
4. Within 15 days from the date of enrollment, a Montana resident may cancel his or her Agreement and may return his or her starter kit for a full refund within such time period.

13.04 Distributor Agreement for Oklahoma. This addendum is applicable to Oklahoma distributors only.

- a) The independent distributor agreement may be canceled at any time and for any reason by a distributor notifying the company and the sponsoring distributor in writing of the election to cancel.
- b) If a distributor elects not to renew his or her distributor agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated distributor's sales organization shall be transferred to his or her sponsor.
- c) If the independent distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the independent distributor, which have been purchased within twelve months of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel.
- d) Any product purchases which have been previously represented by the terminating distributor as having been either resold or utilized for personal or family use are not subject to repurchase.

13.05 Distributor Agreement for Texas. This addendum is applicable to Texas distributors only.

- a) The independent distributor agreement may be canceled at any time and for any reason by a distributor notifying the company and the sponsoring distributor in writing of the election to cancel.
- b) If a distributor elects not to renew his or her distributor agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated

distributor's sales organization shall be transferred to his or her sponsor.

- c) If the independent distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the independent distributor, which have been purchased within twelve months of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or such participant through prior to notification to the Company of the election to cancel.
- d) Any product purchases which have been previously represented by the terminating distributor as having been either resold or utilized for personal or family use are not subject to repurchase.

13.06 Wyoming Addendum to Agreement.

a) Refund Policy for Wyoming Distributors. The following refund policies shall be applicable to Wyoming distributors and shall any policies that are less protective to Wyoming distributors.

1. A distributor may cancel participation in the distributor contract for any reason at any time upon notification in writing to the company of the election to cancel.
2. If the participant has purchased products while the contract of participation was in effect, all unencumbered products in a resalable condition then in the possession of the participant shall be repurchased by the company. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the company of the election to cancel.
3. Although the company does not have a purchase requirement, in the event such a requirement is made of participants in its marketing program to purchase products or services or pay any other consideration in order to participate in the marketing program, the following refund policy shall be applicable and the company agrees:
 - a) To repurchase all or part of any products which are unencumbered and in a resalable condition at a price of not less than ninety percent (90%) of the original net cost to the participant, taking into account any sales made by or through such participant prior to notification to the company of election to cancel;
 - b) To repay not less than ninety percent (90%) of the original net cost of any services purchased by the participants; or

- c) To refund not less than ninety percent (90%) of any other consideration paid by the participant in order to participate in the marketing program.

SECTION FOURTEEN: RETURN POLICY

Café Utopia Return Policy

Retail Customers

Cafe Utopia, Inc. is sure you will be happy with your order. However, if for any reason you wish to return your product, we gladly offer a 30-day, money-back satisfaction guarantee to all Retail Customers. If a Retail Customer is dissatisfied with any product for any reason, you may return the item in its original un-opened packaging, along with the original invoice, to Cafe Utopia, Inc. within 30 days of the purchase for a full refund of the purchase price minus shipping. The Customer is responsible for the cost of return freight. Non-accepted delivery charges will be debited to the Customer's account for refusing product.

If the product was purchased directly from an Independent Utopia Partner, please contact them for a refund. You will need to return the product and original invoice to the Utopia Partner, who will refund the product purchase price. The Utopia Partner will then return the product to Cafe Utopia, Inc. for a replacement product.

If the product was purchased from a Utopia Partner website, please contact the Cafe Utopia, Inc. Support Department.

In order to facilitate the return process, the Retail Customer is required to contact Cafe Utopia, Inc. to obtain a Return Merchandise Authorization (RMA) Number. This number must be written on the outside of the shipping box. If a package is returned without an RMA Number, the refund may be delayed or refused.

For additional information or assistance in processing a return, please contact the Utopia Partner from whom the product was originally purchased, or the Cafe Utopia, Inc. Support Department at support@cafeutopia.com.

Utopia Partners

A Utopia Partner who terminates his or her business relationship with the company has the right to return for repurchase on commercially reasonable terms currently marketable inventory including company produced promotional materials, sales aids, and kits in the Utopia Partner's possession and purchased for resale prior to the date of termination. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of marketable inventory within thirty

(30) days from the Utopia Partner's date of purchase at not less than 90% of the Utopia Partner's original net cost less appropriate set-offs and legal claims, if any. Original shipping costs are not refundable, and customer is responsible for the cost of return freight. Any commissions, overrides, and/or bonuses paid to customer will be deducted from the refund. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's commercially reasonable, usable, or shelf-life period has passed (shelf life will be deemed to have passed if the product package has been opened); nor shall products be considered "currently marketable" if the company clearly discloses to the Utopia Partner prior to purchase that the products are seasonal, discontinued, or special promotional products and are not subject to the repurchase obligation. The company will not issue a refund for, nor replace, any product that has been used. No refunds will be issued unless a Utopia Partner is in strict compliance with the published refund policy that is part of the Cafe Utopia, Inc. Policies and Procedures Manual. Non-accepted delivery charges will be debited to the Utopia Partner's account for refusing product. Any consumable products that are opened are NON- REFUNDABLE.

Return Procedure

If the product was purchased directly from a Cafe Utopia, Inc. Utopia Partner, please contact him or her directly for a refund. You will need to return the product and original invoice to the Utopia Partner, who will refund the product purchase price. If the product was purchased from a Cafe Utopia, Inc. Utopia Partner website, you must contact Cafe Utopia, Inc. by ticket at support@cafeutopia.com to obtain a Return Merchandise Authorization (RMA) Number. An RMA Number is valid for ten (10) business days.

The RMA Number must be written on the outside of the return shipping box and a completed Return Authorization form must be included in the return package. A refund will be processed within 10 business days following the receipt of an authorized return. All refunds will be in U.S. Dollars. If a package is returned without an RMA, the refund may be refused or delayed.

Returns will not be authorized due to an Auto Delivery order not being cancelled in time. An Auto Delivery cancellation must be submitted in writing at least five (5) business days prior to the next scheduled Auto Delivery order process date. For additional information or assistance in processing a return, please contact the Utopia Partner from whom the product was originally purchased, or the Cafe Utopia, Inc. Support Department at support@cafeutopia.com.

SECTION FIFTEEN: SPAM POLICY

Café Utopia SPAM POLICY

Cafe Utopia, Inc. has a zero-tolerance spam policy. We prohibit the distribution or delivery of any unsolicited bulk or commercial e-mail, known as “spam.” Emails sent by Cafe Utopia, Inc. Utopia Partners or Customers may only be sent to recipients who have been clearly and fully notified of the collection and use of their email address and have consented to receive communication from the Utopia Partner or Customer. Emails sent, or caused to be sent, by Cafe Utopia, Inc. Utopia Partner or Customers may not:

- Represent themselves as an employee of Cafe Utopia, Inc.
- Use or contain invalid or forged headers
- Use or contain invalid or non-existent domain names
- Misrepresent, hide, or obscure any information in identifying the point of origin or the transmission path
- Use deceptive addressing
- Use a third-party's internet domain name, or be relayed from or through a third-party's equipment, without permission of the third-party
- Use misleading information in the subject line or otherwise make false or misleading comments in the email content
- Otherwise violate Cafe Utopia, Inc. Terms and Conditions, Policies and Procedures, or Advertising Policy

Violation of Cafe Utopia, Inc. Anti-Spam Policy will be taken very seriously. Any Utopia Partner or Customer who is determined to be in violation of this policy may be terminated immediately. If a Utopia Partner's or Customer's violation of this policy causes any damage or loss to Cafe Utopia, Inc. normal business operations, or causes the Cafe Utopia, Inc. Web site or email functionality to be interrupted from normal service, the Utopia Partner or Customer may be held personally liable for damages and loss of business.

SECTION SIXTEEN: PRIVACY POLICY

Cafe Utopia, Inc.

United States Privacy Policy

The protection of personal information is very important to Cafe Utopia, Inc.. Privacy protection is, and always will be, critical to our business. Cafe Utopia, Inc. is committed to protecting the privacy and security of individuals who visit Cafe Utopia, Inc. website(s). The purpose of this Privacy Policy is to inform you about what information may be collected from you when visiting the site. It explains how such information will be used by Cafe Utopia, Inc. and/or other persons or entities with whom such information may be shared. It also explains your choices regarding the collection, use, and distribution of such information; your ability to edit, update, correct, or delete such information; and the security procedures that we have implemented to protect your privacy.

Collection of Information

When visiting a Cafe Utopia, Inc. website, you may be asked for certain types of personally identifiable information, such as your first and last name, mailing address, city, state, ZIP code, telephone number, email address, and credit-card number in connection with automatic deposit/debits, etc. This information allows us to conduct our business, provide customer service, communicate offers on products that may be of interest to you, and to fulfill your order. You may volunteer to disclose personally identifiable information to us. If you do not want to disclose your personally identifiable information to us, please do not submit it. We may also collect non-personally identifiable information from you when you visit the site, such as your IP address, browser type, domain name, etc. This information is collected and analyzed in the aggregate in order to improve the function and content of our website.

Use of Information

Cafe Utopia, Inc. uses the information that is collected about you for a variety of purposes, such as processing, confirming, and fulfilling your order; providing your name to Cafe Utopia, Inc., Utopia Partners in connection with your potential interest in our products or opportunity; analyzing Utopia Partner trends and statistics; and enhancing the operation of the site. We may employ vendors to perform functions on our behalf. Examples may include fulfilling orders, delivering packages, email administrative functions, processing credit-card payments, and providing customer service. Cafe Utopia, Inc. vendors are under contractual obligation to use confidential data only for those purposes for which they are hired. We may disclose the information that we collect about you when we have reason to believe that it is necessary to identify, contact, or bring legal action against persons or entities that may be causing injury to you, to us, or to others. We may also disclose information when we believe the law requires it.

Protection of Children

The Cafe Utopia, Inc. website is not designed for or targeted at children. We do not knowingly collect, use, or disseminate any personally identifiable information from children under the age

of 18. If, however, we become aware that personally identifiable information regarding a child under the age of 18 has been collected at the Cafe Utopia, Inc. site, we will use such information for the sole purpose of contacting a parent or guardian of the child to obtain verifiable parental consent. If we cannot obtain consent after a reasonable period of time, or if, when contacted, a parent or guardian requests that we do not use or maintain such information, we will make reasonable efforts to delete it from our records. Upon request by a parent or guardian, Cafe Utopia, Inc. will provide a description of the specific types of personal information collected from a child who is under the age of 18.

Cookies

Cookies are small pieces of information that are stored on computer hard drives. We may use cookies to recognize you when you return to the Cafe Utopia, Inc. site in order to provide you with a better user experience. Our cookies do not contain any personally identifying information, such as your name, or sensitive information such as your credit-card number. Web browsers often allow you to erase existing cookies from your hard drive, block the use of cookies, and/or be notified when cookies are encountered. If you elect to block cookies, please note that you may not be able to take full advantage of the features and functions of the Ready Network website.

Third-Party Links

The Cafe Utopia, Inc. website may contain links to websites operated and maintained by third parties over which we have absolutely no control. Any information you provide to third-party websites will be governed under the terms of each website's privacy policy, and we encourage you to investigate and ask questions before disclosing any information to the operators of third-party websites. We have no responsibility or liability whatsoever for the content, actions, or policies of third-party websites. The inclusion of third-party websites on our site in no way constitutes an endorsement of such website content, actions, or policies.

Security

As technology continues to enhance and expand the collection of information of all kinds, we are committed to using our technological resources in an effort to ensure that our Utopia Partners, Customers, and Users receive the kind of privacy protection that will make them confident and secure. We shall not be responsible, however, for harm that you or any person may suffer as a result of a breach of confidentiality due to your use of the Internet.

Modifications to Policy

This Privacy Policy is effective as of January 2020. Cafe Utopia, Inc. reserves the right to change this Privacy Policy at any time. Any changes to this Privacy Policy will be effective immediately upon notice, which may be provided to you via email or by posting the latest version on our website. Your use of the site after such Notice will be deemed acceptance of such changes. Be sure to review this Privacy Policy periodically to ensure familiarity with its most current version. You can easily confirm whether any revisions have been posted since your last visit by checking the date on which the Policy was last revised, which is set forth at the bottom of this Policy. If you disagree with the changes in our policy, please do not use the site after the posting of such changes online. By using the Café Utopia Inc. website(s) following the posting of changes to this

Privacy Policy, you agree to and approve of all such changes.

Questions or Comments

If you have questions or comments about this Privacy Policy, please contact the Café Utopia Support Center by email at support@cafeutopia.com.

SECTION SEVENTEEN: UNIVERSAL TERMS & CONDITIONS

Cafe Utopia, Inc. Universal Terms and Conditions

1. Acceptance of Terms

This User Agreement (the “Agreement”) specifies the Terms and Conditions (“Terms”) for access to and use of the Cafe Utopia, Inc. websites (the “Sites”). This Agreement may be modified at any time by Cafe Utopia, Inc. upon posting of the modified agreement. Any such modifications shall be effective immediately. The websites are provided by Cafe Utopia, Inc. By using these Sites and related services, you are deemed to have read and agreed to be legally bound by the following Terms of this Agreement. When using any other Cafe Utopia, Inc. services, you are subject to any published guidelines or rules that may apply to such services. All such guidelines and rules applicable to such services are hereby incorporated by reference in the Terms. If you have any questions about the agreement, please contact customer support at support@cafeutopia.com

2. Description of Service

Cafe Utopia, Inc. provides its Utopia Partners with a personal, customized website that enables its Utopia Partners to sell Cafe Utopia, Inc. products and services or refer other Retail Customers to Cafe Utopia, Inc. to purchase Cafe Utopia, Inc. products or services. Cafe Utopia, Inc. Utopia Partners may use their personalized website to introduce others to the Cafe Utopia, Inc., Utopia Partner opportunity. Additionally, Cafe Utopia, Inc. provides its Utopia Partners with a web-based Business Center/Personal Account Center. This provides the Utopia Partners with access to personal information such as their passwords, Auto Delivery order products, payment information, retail customer and Utopia Partner team information. This account center also provides access to the Sites, which sells apparel and promotional products, as well as sales tools, through its website. Unless specifically stated otherwise, any new features that enhance or modify the current service shall also be subject to these Terms. Each use of this service by you shall constitute and is deemed to be your unconditional acceptance of this Agreement.

3. User Account, Password, Security, and Termination

Utopia Partners will log in using their existing Username and Password that is stored and managed in the Utopia Partner’s Business Center or Personal Account Center at the

CafeUtopia.com website. Retail customers registering directly on the CafeUtopia.com website will receive a password and account designation upon completing the Sites' registration process. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Cafe Utopia, Inc. of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Cafe Utopia, Inc. cannot and will not be liable for any loss or damage arising from your failure to comply with Section 3.

You agree that Cafe Utopia, Inc., at its sole discretion, may terminate your password, account (or any part thereof) or use of the Sites, and remove and discard any content you may have contributed to the Sites, at any time for any reason. Cafe Utopia, Inc. may also, at its sole discretion and at any time, discontinue providing the Sites, or any part thereof, with or without notice. You agree that any termination of your access to the Sites under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Cafe Utopia, Inc. may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files of the Sites. Further, you agree that Cafe Utopia, Inc. shall not be liable to you or any third party for any termination of your access to the Sites. Should you object to any Terms of the Agreement or become dissatisfied with the Sites in any way, your only recourse is to immediately discontinue your use of the Sites and/or terminate your account.

4. Privacy Policy

Your privacy is very important to Cafe Utopia, Inc. Users of these Sites should refer to our Privacy Policy for information about how Cafe Utopia, Inc. collects and uses personal information. By accepting this Agreement, you expressly consent to the disclosure and use of your personal information by Cafe Utopia, Inc. (including using email and SMS text messaging to communicate with you) as described in the Privacy Policy.

5. Use of Content/User Drive Content

Cafe Utopia, Inc. grants permission to access and view the Sites and to electronically copy and print in hard copy portions of the Sites for the sole purpose of doing business as a Utopia Partner. Any other use of the Sites or the content, in whole or in part, without permission of the applicable rights holder is strictly prohibited, including without limitation: modification, re-publication, deletion, transmission, public performance, distribution, proxy caching, uploading, posting, reproduction for purposes other than those noted above, or other similar unauthorized exploitation of the Sites or the content. If you violate any of the above, you could be subject to criminal prosecution as well as personal liability for damages in a civil suit. Cafe Utopia, Inc. will protect its interests to the fullest extent of the law.

You acknowledge that Cafe Utopia, Inc. does not pre-screen print-on-demand submitted content, but that Cafe Utopia, Inc. and its designees shall have the right (but not the obligation) at their sole discretion to reject or remove any content that is available via the Sites. Upon placing your order, you acknowledge that Cafe Utopia, Inc. may review your order, and the content it contains, for adherence to our guidelines and compliance with the Terms set forth

in this Agreement. Without limiting the foregoing, Cafe Utopia, Inc. and its designees reserve the right to remove any content that violates the Agreement or is otherwise objectionable to Cafe Utopia, Inc. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that you may not rely on any content created by or submitted to Cafe Utopia, Inc. You acknowledge and agree that you are responsible for the creation and compilation of your print-on-demand content and that neither Cafe Utopia, Inc. nor any other party involved with the production of any product incorporating such content, assumes that responsibility.

Cafe Utopia, Inc. production of any product depicting your print-on-demand content does not indicate that Cafe Utopia, Inc. approves of the content, that the content obeys all applicable laws, or that you are absolved of any liability or harm arising from the use of the content.

You acknowledge and agree that Cafe Utopia, Inc. may preserve the content and may also disclose the content if required to do so by law or in the good faith and belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Cafe Utopia, Inc., its users, and the public.

You understand that the technical processing and operation of the Sites, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of network connections or devices.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account. Cafe Utopia, Inc. takes no responsibility and assumes no liability for any content uploaded or otherwise transmitted by or to you or by or to any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity, pornography, or profanity you or a third party may encounter. Cafe Utopia, Inc. reserves the right but not the obligation to remove any materials it deems objectionable. You hereby agree to waive any claims against Cafe Utopia, Inc. and its affiliates, owners, officers, contractors, agents, and employees for losses, damages, and injuries that are based on or relate to communications or materials made available to the Sites or posted on the Sites by persons other than Cafe Utopia, Inc. or its Utopia Partners. You hereby agree to indemnify Café Utopia Inc. and its affiliates from all claims and expenses, including reasonable attorneys' fees, which claims are based on or arise from your violation of any of the provisions of this Agreement.

You acknowledge and agree that you will use these Sites and any products ordered on these Sites at all times in accordance with all applicable federal, state/provincial/territorial and local laws, statutes, regulations, ordinances, and international laws and will not take any action that harms or violates the rights of any person or entity.

6. Restrictions of Use of Sites

a. Proprietary Rights.

These Sites contains information, text, data, photographic images, designs, logos,

graphics, and other materials and effects that are protected by copyrights, trademarks, service marks, trade dress, or other intellectual or proprietary rights owned by Café Utopia Inc., its affiliates, or other third parties. You agree that these rights belong to their respective owners and are protected in all forms, media, and technologies existing now or hereinafter developed. The Café Utopia, Inc. logo and web/product service names are also likewise protected. You may not use or distribute any content received through these Sites without the authorization of the content owner, except for uses permitted by law. You agree not to publish, reproduce, copy (in whole or in part), upload, download, post, email, sell, or otherwise distribute content available through the Sites, including code and software, in violation of applicable copyright and other intellectual property laws. You agree not to use, display, or “mirror” any of the content on these Sites in any manner without first obtaining written permission from the owner of the intellectual property and Café Utopia Inc.

b. Intellectual Property.

You retain all ownership rights to your content. However, by submitting content to Café Utopia, Inc., you grant Café Utopia, Inc. a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, and display your content in accordance with our non-exclusive license agreement.

You acknowledge and agree that the Sites and any software used in connection with the Sites (“Software”) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Sites or the Software, in whole or in part.

The intellectual property rights in or relating to the content of any notes, messages, emails, postings, letters, ideas, suggestions, concepts, or other written materials that you submit or communicate to Café Utopia, Inc. (excluding the content which is not intellectual property) will automatically be deemed to be assigned, granted and transferred by you to Café Utopia, Inc. upon their submission or communication to Café Utopia, Inc., and you agree that the same will automatically become the property of Café Utopia, Inc. and that Café Utopia, Inc. shall be entitled to use, exploit, copy, publish, implement, transfer, and in all other ways deal with such materials and all of the intellectual property rights therein in any way and for any purpose Café Utopia, Inc. may elect, forever.

c. Online Conduct.

By using these Sites, you agree to be subject to all applicable local, state/provincial/territorial, federal and international laws. You agree not to use these Sites or any of the contents contained herein for any illegal purpose nor to transmit to or through these Sites any material that is illegal, harmful, threatening, defamatory, obscene, hateful, or otherwise objectionable, or to interfere with, abuse, or otherwise violate the legal rights of any third party using these Sites (including by using any products, merchandise, or the services offered on or in

connection with the Sites). You specifically agree not to:

Upload, download, post, email, or otherwise transmit any materials, including but not limited to text, data, photos, graphics, or any of these elements in combination as a design for products available on these Sites or otherwise (“Content”) that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, inflammatory, libelous, tortuous, hateful, or invasive of another’s privacy (including but not limited to rights of celebrity, privacy, and intellectual property), or racially, ethnically, or otherwise deemed objectionable at Ready Network’s sole discretion.

Harm minors in any way. The Cafe Utopia, Inc. website is not designed for or targeted at children. We do not knowingly collect, use, or disseminate any personally identifiable information from children under the age of 18. If, however, we become aware that personally identifiable information regarding a child under the age of 18 has been collected at the Cafe Utopia, Inc. website, we will use such information for the sole purpose of contacting a parent or guardian of the child to obtain verifiable parental consent. If we cannot obtain consent after a reasonable period of time, or if when contacted a parent or guardian requests that we do not use or maintain such information, we will make reasonable efforts to delete it from our records. Upon request by a parent or guardian, Cafe Utopia, Inc. will provide a description of the specific types of personal information collected from a child who is under the age of 18.

Impersonate any person, entity, corporation, or government, or falsely state your association with said person or entity.

Disguise the origin of any content transmitted through the service.

Upload, post, email, or otherwise transmit any content that:

You do not have the right to transmit under any law or any contractual or fiduciary relationships.

Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party. By uploading or downloading any content, you represent and warrant that you have the lawful right to reproduce and distribute such content and that the content complies with all applicable local/state/ provincial/territorial, federal, and international laws, regulations, and ordinances.

Would constitute or encourage a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state/provincial/territorial, national, or international law.

Is unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation.

Contains software viruses or any other computer code, files, or programs designed to interrupt, interfere with, destroy, or limit the functionality or service of any computer software or hardware, servers, networks, or telecommunications

equipment.

Act in any way that would negatively affect other users' ability to engage in real-time exchanges.

Access, tamper with, or use non-public areas of the Sites. Unauthorized individuals attempting to access these areas of the Sites may be subject to prosecution.

Frame or link to the Sites except as permitted in writing by Café Utopia Inc.

7. Copyright and Trademark Policy

Cafe Utopia, Inc. respects the intellectual property rights of others. We ask our users to do the same. Cafe Utopia, Inc. may terminate the accounts of users who appear to infringe the copyright or other intellectual property rights of others.

8. Warranty of Ownership and Non-Infringement

You represent and warrant that you are the owner of the content that you submit and that the content does not infringe upon the property rights, intellectual property rights (copyrights and trademarks), or other rights of others. You also represent that there are no outstanding disputes in connection with the property rights, intellectual property rights or other rights, in the content or any parts of the content.

9. Disclaimer and Limitation of Liability

These Sites and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Cafe Utopia, Inc. is a distributor and not a publisher of the content supplied by third parties and users of the Sites; as such, Cafe Utopia, Inc. exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability, or currency of any information, content, service, or merchandise provided through or accessible via the Sites. Without limiting the foregoing, Cafe Utopia, Inc. specifically disclaims all warranties and representations as the publisher of any content transmitted on or in connection with the Sites or on sites that may appear as links on the Sites or as the manufacturer of the products provided as a part of, or otherwise in connection with, the Sites, including without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No oral advice or written information given by Cafe Utopia, Inc. or by any of its affiliates, employees, officers, directors, agents, or the like shall create a warranty. Price and availability of information is subject to change without advance notice.

Your use of the Sites and the contents is at your own risk. Neither Cafe Utopia, Inc. nor any of its affiliates or other parties involved in creating and delivering the Sites, or the service, or any products provided as a part of, or otherwise in connection with, the Sites, will be liable for any compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss of or damage to property; or any claims of third parties arising from use of the Sites, regardless of the legal theory on which the claim is based, and even if advised of the possibility of such damages, including without limitation any damages arising out of reliance by the user on

information obtained from Cafe Utopia, Inc. or the Sites, or for damages that result from any mistake, omission, virus, delay in operation, interruption in service, or failure of performance, whether or not resulting from an act of God, communications failure, theft, or unauthorized access to Ready Network's records or the Sites. Some states/provinces/territories do not allow the exclusion or limitation of liability of consequential or incidental damages, so the above exclusions may not apply to you; in such states/provinces/territories, liability is limited to the fullest extent permitted by law.

10. Indemnification

You agree to indemnify and hold Cafe Utopia, Inc. and its subsidiaries, affiliates, officers, partners, owners, and employees harmless from any claim or demand, including reasonable attorneys' fees, expert witness fees, and costs of litigation made by any third party due to or arising out of your use of the service, use of your account by any third party, the violation of the Terms of use by you, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

11. No Resale

You agree not to reproduce, duplicate, copy, sell, resell, or exploit, for any commercial purposes, any portion of the Sites, use of the Sites, or access to the Sites without Cafe Utopia, Inc. express written consent.

12. Dispute Resolution

These Sites is controlled by Cafe Utopia, Inc. which is headquartered in Jupiter, Florida, U.S.A. Any and all disputes regarding, or related to, this Agreement, and all other documents incorporated herein, shall be governed and construed in accordance with the laws in the State of Florida, and shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") and conducted under its rules; the arbitration proceeding shall be held in Palm Beach County, Florida.

The arbitration shall be conducted before a single arbitrator, and shall not be conducted on a class- wide, class-action, or multiple-complaining-party basis. The prevailing party shall recover its attorneys' fee and costs from the losing party.

13. Third-Party Dealings

The Sites may contain links to other websites, content, or resources. These linked sites are not under the control of Cafe Utopia, Inc. and therefore Cafe Utopia, Inc. is not responsible or liable for any content, advertising, products, services, or other matters on or available from such sites or resources from such advertisers or third parties; you agree that you shall not seek to recover any damages, whether at law or in equity, from Cafe Utopia, Inc. arising out of, or related to, any such third parties or other companies. Your communications or business dealings with, or participation in promotions of, advertisers or other third parties found on or through Cafe Utopia, Inc. are between you and such advertisers or third parties. You agree that Cafe Utopia,

Inc. shall also not be responsible or liable for any loss or damage of any kind related to such dealings with advertisers or third parties.

14. Security

You agree not to violate or attempt to violate the security of these Sites, including without limitation (a) accessing data that is not intended for your use; (b) logging on to a server or account that you are not authorized to access; (c) probing, scanning, or testing the vulnerability of any system or network related in any way to the Sites without proper authorization; (d) breaching security or authentication measures without proper authorization; (e) interfering with service to any host, network, other user, including without limitation sending unsolicited email, flooding, spamming, mail bombing, or crashing; (f) sending promotions and/or advertising products or services; or (g) attempting to do any of the preceding.

15. General

If any provision of these terms is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. If Cafe Utopia, Inc. fails or declines to enforce any right or provision in these terms, it shall in no circumstance constitute a waiver of such right or provision unless acknowledged and agreed to by Cafe Utopia, Inc. in writing. The terms comprise the entire Agreement between you and Cafe Utopia, Inc. and supersede all prior or contemporaneous negotiations, discussions, or as, if any, whether written or oral, between the parties regarding the subject matter contained herein. Your use of the Sites is subject to the additional disclaimers that may appear throughout the Sites. If you violate these terms, Cafe Utopia, Inc. reserves the right to terminate your access to the Sites and related services without notice. Your sole recourse and remedy is to receive a refund for prepaid but unused services, if applicable.