

NINTH GENERATION UNLIMITED TERMS / CONDITIONS / POLICIES

You and Ninth Generation Unlimited (also referred to as "NGU Training", "NGU Training website" and "NGUTraining.com"), with its offices located at 12218 N. Woodcrest Dr., Dunlap, IL 61525 providing a Subscription Service, agree to the following Terms / Conditions / Policies (also referred to as the "User Agreement" or "Agreement"):

ACCESS TO THE SITE / FEE CHANGES – Ninth Generation Unlimited (NGU Training) shall use its best efforts to provide to you during the term of your NGU Training website subscription, access to the NGU Training website which has no availability to non-subscribers. NGU Training reserves the right, and without liability to you, to interrupt access to the site for whatever reason, including but not limited to, upgrading the site and correcting malfunctions. The amount of future subscription fees (yearly and monthly) will be established by NGU Training at its sole discretion and may be changed at any time.

AUTOMATIC RENEWALS – Unless you notify NGU Training that you do not wish to renew your subscription as provided in the cancellation section below, you authorize NGU Training to automatically renew your subscription at the end of each term and bill the then-current subscription fee to the same credit card or debit card that your original subscription fee was billed to, or to the current credit card in your NGU Training profile. (For example, if you paid for a monthly subscription, your credit card will automatically be billed at the end of the monthly term, renewing your subscription for another monthly term at the then current monthly rate (which may be higher).

CANCELLATION AND REFUND POLICY – Website Subscription Fees: Except as provided below are non-refundable (i.e. no prorated or other refunds of any kind are available). Cancellation must be done by calling the NGU Training office at 309-243-1060. New Subscription Cancellations within 30 days: NGU Training subscription fees are non-refundable after (30) thirty days. If within thirty (30) days of purchase, you want to cancel your subscription for a refund, we must receive notification at the NGU Training office via email (wentonline@comcast.net) or by telephone at 309-243-1060. Subscription Cancellation: To cancel your subscription to NGU Training website, notification must be received in our office 14 days prior to the next NGU Training billing cycle on the 15th of each month. (For example, if the Subscription billing cycle is on June 15th, 2012 and you wish to cancel your subscription, then in order to avoid an automatic billing charge, NGU Training must receive your cancellation request on or before June 1st, 2012).

Less than 90-Day Amway IBOs: If you have been registered as an Amway IBO for less than 90-days, you are entitled to an **unconditional 100% refund of all BSM upon return and proof-of-purchase, this includes any subscriptions, downloads or services purchased from NGU Training.**

NGU TRAINING PRODUCT PURCHASE RETURN POLICY Whether purchase is made online or otherwise, within 180 days of receipt of your order, you may return the following: any book in its original, unused, and resalable condition; any unopened and unused CD, DVD, or Book / Video Pack (opened items are not resalable); any other merchandise in new and resalable condition with its original packaging and accessories. Please note that we can only process returns and refunds for items purchased thru the NGU Training website or an NGU Training conference. After 180 days, all sales are final. Opened products are not returnable or refundable. Return procedure is as follows: To insure proper credit for returned merchandise, contact NGU Training via email at wentonline@comcast.net for further instructions. Return the product(s) to NGU Training, 12218 N. Woodcrest Dr., Dunlap, IL 61525. We can refund shipping costs only if the return is a result of our error. For your protection, please use UPS or Insured Parcel Post for shipment. A restocking fee of 15% may be charged on any product returned to NGU Training, except if the reason for the return is defective items or NGU Training's mistake.

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NGU TRAINING RIGHT TO CANCEL – NGU Training reserves the right to terminate your Subscription at its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of your access number(s), password(s) and/or account number(s), or breach of this Agreement.

IN NO EVENT WILL NGU TRAININGS LIABILITY TO YOU FOR ITS TERMINATION OF YOUR SUBSCRIPTION EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE.

USE OF YOUR MEMBERSHIP NUMBER AND PROFILE - You shall be responsible for all use of your Membership ID number and password ("Number") and your NGU Training Profile ("Profile") and shall notify NGU Training immediately of any unauthorized use of your Number or Profile or if you believe that the Number or Profile may have been lost, stolen, or compromised. You shall continue to be responsible for all use of your Number and Profile, including all charges to your account, until and unless you provide NGU Training with written notice to the contrary. You agree to indemnify NGU Training and hold NGU Training harmless from and against any claim, loss, or liability arising from the violation of this Agreement by you or by anyone using your account, including, but not limited to, copyright infringement, privacy breach, or proprietary rights violations.

NGU TRAINING COPYRIGHT, TRADEMARK, AND EXCLUSIVE PROPERTY – NGU Training and the NGU Training website are trademarks of NGU Training. The use of such trademarks or the information contained in the NGU Training website site, without the express written consent of NGU Training, is strictly prohibited and is protected by copyright and other intellectual property laws. You agree not to reproduce, redistribute, retransmit, broadcast or circulate the information received through the site, except that the information may be downloaded or printed for personal noncommercial use.

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

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

RECEIVE E-MAILS - As a Subscriber to NGU Training website you agree to receive emails from NGU Training or Basil and Cindy Wilfong and others concerning the business, which may include updates, product promotions, motivational material, and other information.

WARRANTIES - THIS SITE IS PROVIDED BY NGU TRAINING ON AN "AS IS" BASIS. NGU TRAINING MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NGU TRAINING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NGU TRAINING WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. IN NO EVENT WILL NGU TRAINING'S LIABILITY TO YOU EXCEED THE AMOUNT OF THE WEBSITE SUBSCRIPTION FEE OR THE VALUE OF THE PRODUCTS PURCHASED, WHICH ARE SUBJECT TO RETURN.

PURCHASING BUSINESS SUPPORT MATERIALS - You may purchase Business Support Materials only if you decide they assist you in building a more successful and profitable business. Your attendance at NGU Training events, or purchases of NGU Training products on the NGU

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Training website, is strictly voluntary. Your success as an independent business owner depends upon your own hard work. No one can promise or guarantee that the use of any specific method, approach, or sales aid will result in a more profitable business or the achievement of any specified level of success in your business. No one has made any promises to you concerning your own profitability. No one can guarantee that the techniques, attitudes, or approaches suggested in NGU Training materials will work for you. NGU Training Business Support Materials are published exclusively by NGU Training and are not endorsed or approved by any other person or entity, unless otherwise stated.

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

ACCEPTANCE OF THE TERMS/CONDITIONS/POLICIES - By using or accessing the NGU Training website site, you signify your assent to the Terms / Conditions / Policies contained herein. NGU Training reserves the right to change the terms and conditions of this Agreement in its sole discretion by changing the terms of this Agreement and making such changes available for review online. Your using or accessing the NGU Training website site signifies your acceptance of any such changes.

OWNERSHIP AND CONFIDENTIALITY - NGU Training is the exclusive owner of all Proprietary Information contained in its websites, web office services, and of all NGU Training Subscription Lists and Organizational Data. NGU Training "Subscribers in Good Standing" (as defined by NGU Training in its sole discretion) are given a personal, non-transferable, and revocable right by NGU Training to use such Proprietary Information only as necessary to promote their independent business in accordance with the terms and conditions of this agreement. All NGU Training Subscribers agree to maintain NGU Training Proprietary Information in strict confidence, and to take all reasonable steps to safeguard this information and to protect its confidentiality. No NGU Training Subscriber shall compile, access, use or disclose such Proprietary Information except as authorized by NGU Training, nor shall any NGU Training Subscriber disclose any confidential information to any third party in connection with any other business, or to compete, directly or indirectly with NGU Training. NGU Training reserves the right to revoke your subscription in NGU Training, or to limit, or deny access to any of its websites or NGU Training Subscription or Organizational Data, whenever, in the opinion of NGU Training, such action is necessary to protect the confidentiality or value of such Proprietary Information. Any use or disclosure of confidential Proprietary Information, other than expressly authorized by NGU Training, will cause significant and irreparable harm to NGU Training warranting an award of injunctive relief, including a temporary restraining order, preliminary injunction, and damages including costs, attorneys' fees, and loss of all profits made as a result of such unauthorized use or disclosure.

Dispute Resolution

A. All disputes, claims, or controversies arising out of or related to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, or BSM including, but not limited to, any claims or disputes against the NGU Training, an NGU Training Subscriber, any purchaser of BSM, or any signatories to this Agreement, regardless if they arise before or after the termination of this Agreement, shall be resolved in accordance with the Conciliation and Arbitration process set forth in Rules 11.2 and 11.3 of the Amway Rules of Conduct (a copy of which is found at www.amway.com. Rule 11 of the Amway Rules of Conduct is incorporated herein by reference.

B. Following the conclusion of the Conciliation Process, if the matter proceeds to Binding Arbitration, the arbitrator shall have exclusive authority to resolve any dispute relating to the enforceability of this Agreement and any of its provisions including, but not limited to, jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which arbitration is sought, and who are proper parties to the arbitration, to the fullest extent allowed by applicable law. The arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter.

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C. This dispute resolution agreement is reciprocal and binds all parties and signatories to this Agreement.

D. The parties, when involved in the dispute resolution process as parties, witnesses, or otherwise, will not disclose to any other person not directly involved in the dispute resolution process:

- i. The substance of, or basis for, the claim or dispute;
- ii. The content of any testimony or other information obtained through the dispute resolution process; or
- iii. The resolution (whether voluntary or not) or the terms of any resolution of any matter that is the subject of the dispute resolution process.

However, nothing in this Agreement shall preclude a party or other signatory from, in good faith, investigating a claim or defense, including interviewing witnesses and otherwise engaging in discovery. Any dispute that may arise out of or that relates in any way to this Agreement must be resolved solely and exclusively in compliance with the dispute resolution procedures, including compulsory arbitration, set forth in Rule 11 of the Amway Rules of Conduct in effect at the time the dispute arose. A copy of Rule 11 is found at www.amway.com or contained with your copy of the Amway Rules of Conduct that you received when you registered as an IBO.

ENFORCEABILITY OF AGREEMENT - This Agreement shall be enforceable in its entirety, or should a portion of this Agreement be found invalid, the remaining valid portions of this Agreement shall be enforceable as if the invalid portion was not part of this Agreement.

LINES OF SPONSORSHIP - If you identify errors in the NGU Training lines of sponsorship, please notify NGU Training via e-mail at wentonline@comcast.net. NGU Training has the exclusive right and sole discretion to make changes to the NGU Training lines of sponsorship created by the registration process. Errors in the Line of Sponsorship caused by improper IBO registration are not the fault of NGU Training.

RELATIONSHIP OF THE PARTIES - Nothing contained in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties, as you are an independent business owner, and not a representative for NGU Training.

NON-WAIVER - NGU Training's failure to enforce any provision of this Agreement will not constitute a waiver of NGU Training's right to subsequently enforce such a provision or any other provision of this Agreement, nor will any delay or omission on NGU Trainings part to exercise or avail itself of any right or remedy that it has or may have hereunder, act as a waiver of any right or remedy.

ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, conditions, communications, and agreements, whether oral or written, between the parties relating to the subject matter hereof.

Signature: _____ IBO # _____ Date _____

Signature: _____ IBO # _____ Date _____

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