

# **SHIPPING AND RETURN POLICY (EFINITY EVENTS LLC)**

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

## **ACCESS TO THE SITE/FEE CHANGES**

eFinity shall use its best efforts to provide to you during the term of your eFinity subscription access to the [www.icommerce.org](http://www.icommerce.org) website. eFinity reserves the right, and without liability to you, to interrupt access to the site for whatever reason, including but not limited to, upgrading the site and correcting malfunctions.

## **SHIPPING POLICY**

Products and or event tickets are shipped out within a timely manner. Typically, items are shipped via common carrier (such as USPS or UPS), within 24-72 hours after payment is received and processed.

## **ORDERING MERCHANDISE AND SERVICES**

To place an order directly from eFinity, visit [www.icommerce.org](http://www.icommerce.org) or contact Customer Service at eFinity's number 352-735-0986, Monday, Wednesday and

Friday, from 9 a.m. to 5 p.m. (EST) or sending a message to [support@efinityevents.com](mailto:support@efinityevents.com). Please have your IBO# and method of payment available.

### **CONTINUING EDUCATION PROGRAM AND MEMBERSHIP CANCELLATION**

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

### **RETURN POLICY - Effective January 1<sup>st</sup>, 2017**

Support Tools. Within 180 days from the date of purchase, all eFinity Support Tools purchased for the Member's personal use, in resalable condition (i.e., unopened and nonobsolete) may be returned by IBO to eFinity with proof of purchase for a 100% refund of the original purchase price. Support Tools purchased for stock or inventory, or for any reason other than the buyer's personal use, are not subject to this policy, and may be returned only at eFinity's sole discretion. Digital subscriptions and downloaded files may not be returnable to eFinity as it may not be commercially reasonable to accept such a return. Note: Some items may require

a restocking fee. New IBOs in their first 90 days may return any and all Support Tools for a full refund.

Event Tickets. Within 30 days from the date of purchase, all Event Tickets purchased for the Member's personal use have a satisfaction guarantee on the purchase price of that ticket. Tickets may be returned by IBO to eFinity with proof of purchase for a 100% refund of the original purchase price, provided the dissatisfied purchaser personally attended the event. Event Tickets purchased for stock or inventory, or for any reason other than the buyer's personal use, are not subject to this policy, and may be returned only at eFinity's sole discretion. Online event tickets and downloaded event files may not be returnable to eFinity as it may not be commercially reasonable to accept such a return, as fees for services rendered may have already been paid to third parties. New IBOs in their first 90 days may return any Event ticket for a full refund. Note: If tickets include the price of meals, and/or hotel rooms, or other similar pre-paid packages, it may not be commercially reasonable to refund 100% of the ticket cost as fees may have already been paid to third parties for services rendered.

A restocking fee may be charged on any BSMs returned, except if the reason for the return is defective items or an eFinity mistake.

### **NO OBLIGATION TO BUY OR SELL BSMS AND EVENT TICKETS**

As an Amway Independent Business Owner, you are reminded that privately produced sales aids and BSMs are and should be sold in accordance with Rule 7 of the Amway Rules of Conduct. No one may require or coerce you in any way to buy such items or services for any reason. Such materials should be purchased only if

you decide that they offer assistance to you in building a more successful and profitable business. Persons whom you sponsor are not required to purchase BSMs. No one is required to buy any specified amounts or quota of support systems and BSMs and all distributors are free to change their volume of purchases of such items or to cease any such purchases at any time on a commercially reasonable basis. All persons purchasing or using privately-produced sales aids and BSMs must clearly understand that such items are offered independently of the Amway Corporation, and may not have been reviewed or endorsed by Amway. All sales aids and BSMs should be appropriately identified and no one who resells such items to persons whom he or she sponsors shall make any representations that could cause such materials to be confused with items produced or endorsed by the Amway Corporation.

#### **EFINITY'S RIGHT TO CANCEL**

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

#### **DISPUTE RESOLUTION**

(a) All disputes, claims, or controversies arising out of or related to this Agreement, including, but not limited to, any state or federal statutory or common law claims, or the breach, termination, enforcement, interpretation or validity thereof, or BSM including, but not limited to, any claims or disputes against the Company, an IBO, any purchaser of BSM, 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 Mediation and Arbitration process set forth in Rule 11 of the Amway Rules of Conduct. Rule 11 of the Amway Rules of Conduct is incorporated herein by reference.

(b) The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement and any of its provisions including, but not limited to, jurisdictional and arbitrability disputes, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. 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.

(c) This dispute resolution agreement clause 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, in any manner will not disclose to any other person not directly involved in the dispute resolution process: (i) the substance of, or basis for, the claim or dispute; (ii) the content of any testimony or other information obtained through the dispute resolution process; or (iii) the resolution (whether voluntary or not) or the terms of any resolution of any matter that is the subject of the dispute resolution process. However, nothing in this 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.

(e) 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 in effect on the date of this Agreement can be found at:

<https://www.amway.com/medias/AmwayBusinessReferenceGuide-USEN.pdf?context=bWFzdGVyfHBkZnwxOTE3Nzk4fGFwcGxpY2F0aW9uL3BkZnwxZGYvaDg2L2hhNy84ODYxMDQyODY4MjU0LnBkZnxiOWIxNjM3OTMlZThjYzQwYzJhODc0YzExMmFIMmJhYmZjOGJjNzViYWE2MzVmYTkyMjcxY2U0MjkzNTQxOGI3>.

**CHOICE OF LAW.** The formation, construction, interpretation and enforceability of this Agreement and all claims, including, but not limited to, any state or federal statutory or common law claims, arising from or relating to this Agreement shall be governed by Michigan law, without giving effect to any choice of law or conflicts of law rules or provisions (whether the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

**I HAVE CAREFULLY READ AND UNDERSTAND THESE DISPUTE RESOLUTION PROVISIONS AND IN EXCHANGE FOR THE RIGHT TO BUY, SELL, DISTRIBUTE, RECEIVE AND USE BUSINESS SUPPORT MATERIALS WHICH ARE PURCHASED FROM EFINITY, I AGREE TO ABIDE AND BE LEGALLY BOUND BY THE CONCILIATION, MEDIATION AND ARBITRATION TERMS SET FORTH HEREIN, AND TO CONCILIATE AND MEDIATE AND THEN TO TO ARBITRATE ANY DISPUTES, CONTROVERSIES, OR CLAIMS THAT HAVE NOT BEEN RESOLVED WITH EFINITY OR ANY OTHER ENTITY. IN**

**CONSIDERATION OF EFINITY'S AGREEMENT TO SELL BUSINESS SUPPORT MATERIALS, I EXPRESSLY AGREE THAT THE DISPUTE RESOLUTION PROVISIONS ARE APPLICABLE AND FULLY AND LEGALLY BINDING UPON ME (AND MY SPOUSE) AS AN INDEPENDENT BUSINESS OWNER ("IBO"), AND ARE ALSO APPLICABLE AND FULLY AND LEGALLY BINDING UPON ANY CORPORATION, PARTNERSHIP, ENTITY OR BUSINESS WHICH I OWN OR IN WHICH I HAVE A MAJORITY OWNERSHIP INTEREST, OR IN WHICH I AM AN OFFICER, DIRECTOR OR EMPLOYEE, OR WHICH IS INVOLVED IN SELLING OR PROMOTING THE SALE OF AMWAY PRODUCTS OR INVOLVED IN BUILDING OR PROMOTING THE AMWAY BUSINESS OR IN SELLING OR DISTRIBUTING BUSINESS SUPPORT MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY SUCH CORPORATION, PARTNERSHIP OR ENTITY WHICH IS AN INDEPENDENT BUSINESS ("IB") UNDER THE AMWAY RULES OF CONDUCT OR WHICH IS OTHERWISE AN AMWAY INDEPENDENT BUSINESS ("IB") OR DISTRIBUTOR, AND ANY SUCH CORPORATION, PARTNERSHIP OR ENTITY WHICH IS INVOLVED IN SELLING OR DISTRIBUTING BUSINESS SUPPORT MATERIALS OR TOOLS AND EVENT TICKETS, OR WHICH IS INVOLVED IN PROMOTING, ARRANGING, CONDUCTING OR SPONSORING FUNCTIONS, CONVENTIONS, RALLIES AND MEETINGS TO PROMOTE THE AMWAY BUSINESS OF IBOs AND IBs.**