MojiLife
Policies and Procedures

1. Introduction
1.1. Policies Incorporated into the Distributor Application and Agreement.
   1.1.1. When MojiLife refers to the Independent Distributor Agreement, Distributor Agreement, or Agreement, it refers to all components as described below. It is your responsibility to read, understand, and adhere to the most recent version of the Agreement. You accept and agree to be bound by the full Terms and Conditions and Policies and Procedures as listed on the MojiLife website, which may be updated from time to time at the sole discretion of MojiLife.

   1.1.2. When you sponsor a new Independent Distributor, it is your responsibility to ensure they have read and understand the Agreement they are signing, particularly the most recent Terms and Conditions and Policies and Procedures as listed on the MojiLife website and the MojiLife Compensation Plan before they sign.

1.2. Purpose of Policies.
1.2.1. By signing this Independent Distributor Agreement (“Distributor Agreement”) you are agreeing to the terms and conditions set forth in this Distributor Agreement and any other documents that are incorporated into this agreement by reference. You understand and agree that this is a legally binding agreement and that you are required to agree to the terms of this Distributor Agreement to be authorized to arrange for the sale of MojiLife products. This agreement is between you and MojiLife, LLC, a Utah limited liability company (“MojiLife”).

1.3. Changes to Agreement.
1.3.1. You understand that the Distributor Agreement, MojiLife Distributor Policies and Procedures and Compensation Plan may be amended at any time at the sole discretion of MojiLife and that you agree that any amendments will apply to you, regardless of your opinion of the amendment. Any amendments will become effective immediately. MojiLife will make its best efforts to inform you of changes and you will be deemed to have received notice if MojiLife sends you an email, posts any amendments to your account, or sends an internal message to you.

1.4. Delays
1.4.1. MojiLife is not responsible for business delays due to circumstances beyond its reasonable control, such as the actions or failures of third parties, labor strikes and difficulties, riots, war, fire, natural disasters, death, curtailment of a party’s source of supply, or government decrees or orders.
1.5. Severability of Policies
1.5.1. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

1.6. Titles Not Substantive
1.6.1. The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the Agreement.

1.7. Waiver
1.7.1. MojiLife has the right to enforce compliance with the Agreement. If MojiLife chooses, for whatever reason, not to enforce compliance in one or more instances, that does not mean MojiLife waives its right to enforce compliance with any portion of this Agreement, now or in the future.

2. Becoming a Distributor
2.1. Requirements to Become a Distributor.
2.1.1. You must be at least 18 years old, be a United States citizen or permanent resident, possess a valid Social Security Number or Green Card, and be sponsored by a current MojiLife Distributor (your “Sponsor”). If you do not have a Sponsor, you will be assigned one by MojiLife. You must carefully read, understood, and agree to the MojiLife Distributor Policies and Procedures amended from time to time. Both the Policies and Procedures and the Compensation Plan are hereby incorporated into this Distributor Agreement by reference. The Distributor Agreement, MojiLife Distributor Policies and Procedures, Terms and Conditions, and Compensation Plan are hereafter collectively referred to as the “Agreement.” You understand that MojiLife reserves the right to change prices, company policies, company literature and/or the compensation plan at any time with or without notice.

2.1.2. You understand that if you fail to comply with the terms of this Agreement, MojiLife may, at its discretion, suspend or terminate this Distributor Agreement, or take other actions as set forth in the Policies and Procedures. If you are in breach, default, or violation of the Distributor Agreement at the time of termination, you shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

2.2. New Distributor Registration
2.2.1. To enroll as a MojiLife Distributor, visit the MojiLife Website and submit the online registration form. You will also check a box indicating your acceptance of the MojiLife Independent Distributor Agreement (“Distributor Agreement”), in which you also agree to abide by the terms in these Policies & Procedures. Checking this box is equivalent to an electronic signature and
is necessary to become a Distributor. You may also contact MojiLife Corporate headquarters to enroll as a Distributor.

2.3. Beneficial Interest
2.3.1. If anyone with a Beneficial Interest in your Account (which includes, but may not be limited to, members of your Immediate Household) engages in activities and behaviors that violate the Agreement, your Account is subject to disciplinary actions.

2.4. Distributor Renewal.
2.4.1. The term of this Distributor Agreement is one (1) year and shall automatically renew for additional one year periods (provided the Distributor is in good standing under the Agreement, the Policies and Procedures, and is current on all amounts owing the Company) unless and until either you or MojiLife elects not to renew this Distributor Agreement by providing written notice to the other. If this Distributor Agreement is cancelled or terminated for any reason, you understand that you will permanently lose all rights as a Distributor. You shall not be eligible to sell MojiLife products nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination, or nonrenewal, you waive all rights you have, including but not limited to property rights to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization. MojiLife reserves the right to terminate all Distributor Agreement upon thirty (30) days' notice if the company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this agreement at any time, and for any reason, upon written notice to MojiLife at its principal business address. MojiLife may cancel this agreement for any reason upon 30 days' advance notice to associate.

3. Operating a MojiLife Business
3.1. One Business Entity per Household
3.1.1. MojiLife permits only one distributor or business entity per household. If you are registered as a single distributor, MojiLife will only be able to communicate with and release information to the Distributor of Record. You may work together with people in your household under a single Distributor Agreement, but you should determine in advance who will be listed as the Distributor of Record for purposes of commission payments and communication with MojiLife Corporate.

3.2. Indemnification for Unauthorized Claims and Actions.
3.2.1. A distributor is fully responsible for all of his or her verbal and/or written statements made regarding MojiLife products, services, and the Marketing
and Compensation Plan which are not expressly contained in Official MojiLife Materials. Distributors agree to indemnify MojiLife and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by MojiLife as a result of the distributor’s unauthorized representations.

3.3. Branding and Logo Usage.

3.3.1. Brand consistency is an integral part of the MojiLife marketing strategy. Consistency within a brand ensures that messages are delivered clearly, confirms a company’s credibility, and creates a strong sense of loyalty. Staying on brand and following the MojiLife Branding & Logo Usage Guidelines will help you make the most of the work we have put into building a brand that will help you best reach and motivate your customers.

3.3.1.1. MojiLife encourages you to advertise your MojiLife Personal Website in online blogs, social media sites, and other commercial websites as much as possible to drive online sales. Your own marketing efforts should coordinate with MojiLife’s corporate marketing and public relations efforts so that your business grows alongside MojiLife’s. To protect the MojiLife brand for all Distributors, we have specific rules for your marketing efforts which are found in the Policies and Procedures document and on the MojiLife website.

3.3.1.2. Basic business support materials have been made available to you and more will continue to be added. To keep brand consistency with our marketing strategy, it is important that all materials used for marketing purposes have a certain look and feel consistent with the MojiLife brand. DO NOT ALTER THE MOJILIFE CORPORATE LOGO.

3.3.1.3. MojiLife Corporate Logo: This logo is used on MojiLife Products, the MojiLife website, and other materials developed by the MojiLife Creative Design department. THIS LOGO IS NOT PERMITTED FOR DISTRIBUTOR USE.

3.3.1.4. MojiLife Independent Distributor Logo: This logo includes the words Independent Distributor. The purpose of this version of the logo is for you to be immediately identified by your friends, family, and customers as a MojiLife Distributor who they can come to as a resource for hosting a MojiSocial and learning more about joining MojiLife, and purchasing products.

3.4. Vendor Events and Trade Show Booths

3.4.1. Vendor Event Guidelines

3.4.1.1. Only 1 MojiLife distributor is allowed at any and all vendor events, trade shows, fairs, etc. If a distributor would like to share the booth or event space with a member of their downline, they are allowed to do so. However, MojiLife will only record one Distributor of Record for the Event.
3.4.1.2. Only MojiLife products can be featured in the MojiLife Distributor Booth. You may not combine MojiLife products with any other product lines.

3.4.2. Vendor Event Approval Process
3.4.2.1. Distributors must receive MojiLife Corporate Approval to apply for booth or event space at a vendor event, trade show, fair, etc. MojiLife has established an event request process to avoid any duplication for vendor events, trade shows, fairs, etc. Please provide the following information to info@mojiproducts.com attention Vendor Event Approval.

3.4.2.1.1. Distributor Name
3.4.2.1.2. Distributor Number
3.4.2.1.3. Event Name – including website if available
3.4.2.1.4. Date of Event
3.4.2.1.5. Event Time/Hours of Operation
3.4.2.1.6. Event Address
3.4.2.1.7. Event Coordinator Name and contact information

3.4.3. Pending Approval Status
3.4.3.1. The MojiLife Corporate Office grants pending approval status in writing (electronic communication) only AFTER all vendor information has been received and approved by the MojiLife Event Coordinator. You will not be considered to have Pending Approval Status unless you receive an email with the same notice.

3.4.3.2. Your application for Vendor Approval will not be considered until ALL information has been received.

3.4.4. Proof of Registration
3.4.4.1. Once you have received Pending Approval Status, you have TWO (2) weeks to provide a copy of the receipt to the MojiLife Corporate Office. If you have not been provided with a receipt, a copy of an event confirmation from the vendor event, trade show, fair, etc. will suffice.

3.4.4.2. If you need an extension on the deadline for proof of registration, you must request the extension within the Pending Approval 2-week timeframe. Send the request to info@mojiproducts.com. After the request has been reviewed and approved, and a confirmation of the extension will be returned to you.

3.4.4.3. If you do not submit proof of registration to the MojiLife Corporate Office within the designated 2-week time frame, the event will be placed back into the Available Events queue and can be requested by another distributor.

3.4.5. Disciplinary Action
3.4.5.1. If there are any violations of the Vendor Event Policies, such as exhibiting at an event without Corporate Approval, displaying multiple product lines in your booth, etc., you will be subject to disciplinary action.
3.4.5.1.1. The first violation of the Vendor Event Policy will result in a warning.
3.4.5.1.2. The second violation of the Vendor Event Policy will result in event suspension. You will not be allowed to apply for or exhibit at any vendor events, trade shows, fairs, etc. for the six months following the violation. This includes any event for which you have prior approval. MojiLife Corporate Office will rescind all Corporate Approval for events that fall within the timeframe, and those events will become available for other distributors to exhibit at.

4. Responsibilities of Distributors

4.1. Sponsor

4.1.1. All Active Distributors in good standing have the right to sponsor and enroll others into MojiLife. Each prospective customer or distributor has the ultimate right to choose his or her own Sponsor. If 2 distributors claim to be the Sponsor of the same new distributor or customer, the Company shall regard the first application received by the Company as controlling.

4.2. Training

4.2.1. Continuing Development Obligations and Ongoing Training. Any distributor who is the Sponsor or Enroller of another distributor must perform a bona fide supervisory function to ensure that his or her downline is properly operating his or her MojiLife business. Distributors must have ongoing contact, communication, and management supervision with the distributors in their Marketing Organizations. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline distributors to MojiLife meetings, training sessions, and other functions. Upline Distributors are also responsible to motivate and train new distributors in MojiLife product knowledge, effective sales techniques, the MojiLife Marketing and Compensation Plan, and compliance with Company Policies.

4.3. Compliance with Laws and Ethical Standards

4.3.1. Distributors shall comply with all federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a distributor’s MojiLife business, the violation of any law, or any conduct that is unethical or, in MojiLife’s sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

4.4. Information Sharing

4.4.1. As a Distributor, you may come in contact with non-public information pertaining to MojiLife that MojiLife requires you to keep confidential ("Confidential Information"). MojiLife’s Confidential Information includes lists of Distributors, Downlines, and Uplines; MojiLife-generated customer lists, customer profile data, credit data, manufacturing procedures, product
development information, product purchase information; all unreleased news, information or product announcements (including any unreleased information disclosed by a MojiLife employee); and all operating, financial, and planned marketing materials, and all other information created by and for MojiLife that is not provided by MojiLife to the public. Any Confidential Information given to you must be used solely to further your work as a MojiLife Distributor and must not be disclosed to any third-party or posted on any blogs, personal websites, chat rooms, email, trading groups, personal communication, newsletters, phone conversations, and so forth.

4.5. Income Claims.
4.5.1. The Federal Trade Commission has set strict rules prohibiting participants in programs like MojiLife’s Compensation Plan from making misleading claims regarding the amount of income that can be earned under such programs. Even true claims about the income you have made as a MojiLife Distributor could be illegal if the FTC finds that they give a false impression about income potential. To avoid violating these rules, you may not make income projections or disclose your own income to potential recruits. You can use hypothetical income examples to explain the operation of the Compensation Plan that are based solely on mathematical projections to prospective Distributors, as long as you make it clear that the examples are hypothetical.

4.6. Presentation of the Products
4.6.1. Repackaging and Relabeling Prohibited. Distributors may not repackage, relabel, refill or alter the labels on any MojiLife products, information, materials or programs in any way. MojiLife products must be sold in their original containers only. Such relabeling or repackaging would likely violate federal and state laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

4.7. No Exclusive Territories
4.7.1. MojiLife does not offer franchise opportunities to anyone. MojiLife will not assign you a specific territory or allow you to claim or imply that you have the exclusive right to sell in a particular territory.

4.8. Right of Publicity
4.8.1. Distributors authorize MojiLife to use their name, photograph, personal story and/or likeness in the Company’s advertising and/or promotional materials and waive all claims for remuneration for such use.

5. Sales Requirements
5.1. Product Sales. The MojiLife Marketing and Compensation Plan is based upon the sale of MojiLife products and services to end consumers. Distributors must fulfill personal and Marketing Organization retail sales requirements (as well as
meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

5.2. Secondary and Online Sales: As an Independent Distributor, you are a direct seller of MojiLife Products. This means that you engage in person-to-person sales and do not conduct business in a fixed retail location, (e.g., a shopping mall). This also means that you do not sell MojiLife products on any website other than the MojiLife Corporate site or your MojiLife Personal Website. Prohibited websites to execute sales include, but are not limited to, Etsy, EBay, Amazon and Craigslist. If a Distributor would like to post advertisements of product they have available for purchase through social media platforms (such as Facebook), it is acceptable under the following conditions:

5.2.1. The product is being advertised at full price.
5.2.2. The product is in its original condition and packaging.
5.2.3. No bartering or bidding takes place in the comment thread or on the post directly.
5.2.4. All communications regarding the purchase of the product take place individually between the buyer and the Distributor.
5.2.5. MojiLife products are NOT to be sold in conjunction with other products.
5.2.6. The purpose of these social media posts should be to market your business and the product, not to conduct sales via the internet. These types of posts should be used in limited amounts, and should not be used for the purpose of selling excess inventory. Please see “Bonus Buying” for further details on the appropriate use of Inventory.

5.3. Bonus Buying.

5.3.1. The success of MojiLife depends on retail sales to the end consumer. You can conduct a healthy business with no product inventory other than your samples. While MojiLife recognizes that you may wish to purchase certain products for your own use, or in some cases, for “instant delivery” to customers in need of last-minute gifts, it strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify for compensation levels or incentive programs. This is one of the unethical practices that we refer to as "Bonus Buying" and is strictly prohibited. Bonus Buying includes:

5.3.1.1. Enrolling individuals without their knowledge and/or execution of a MojiLife Independent Distributor Agreement on behalf of others without their knowledge.
5.3.1.2. Fraudulent enrolling of a Distributor.
5.3.1.3. Enrolling or attempting to enroll nonexistent persons as Distributors (“phantoms”).
5.3.1.4. Using a credit card by or on behalf of a Distributor when the Distributor is not the account holder of such credit card.
5.3.1.5. Subsidizing the entire or partial cost of a customer purchase or Distributor Kit purchase that counts towards your volume or adds a Distributor to your Team. This includes offering a blanket discount or rebate on the purchase of goods.
5.3.1.6. Purchasing products to qualify for contests, bonuses, promotions, personal sales requirements for coaching, commissions, or pay rank.

5.3.1.7. Maintaining excessive inventory. You may not inventory load, encourage others to inventory load, or represent that there is any obligation to purchase products, literature, or other sales aids except for the Distributor Kit; nor will you represent that overrides, bonuses, or other earnings may be obtained solely from the purchase of products rather than the sale of products. Inventory is not a component of our business and you should not carry it beyond the month in which you intend it to be sold.

6. Bonuses and Commissions
6.1. Bonus and Commission Qualifications
   6.1.1. Active Status. There is a monthly requirement of 50 PV in order to qualify for commissions and bonuses.

6.1.2. Compensation Plan

7. Product Exchanges, Refunds, Recoupment of Unearned Bonuses
7.1. Return of Damaged or Incorrectly Sent Products.
   7.1.1. MojiLife will exchange products if the returned products were received by the purchaser in damaged condition or were incorrectly sent. You must contact a MojiLife customer service representative at 1.844.446.6654 (1.844. 4GO.MOJI) to notify them of the discrepancy or damage within 5 business days of receipt. MojiLife will provide you with a RETURN MERCHANDISE AUTHORIZATION form that you must include in the return shipment box, as well as a return shipping label. Approved products must be
returned within thirty (30) days of receipt. Failure to notify MojiLife of the
damage or discrepancy within 5 business days will forfeit your right to
request a correction. Whenever possible, returned products will be replaced
with undamaged products. However, when an exchange is not feasible, the
Company reserves the right to issue a credit for the amount of the
exchanged products.

7.1.2. Return of Personalized Sales Aids.
Personalized Sales Aids are not returnable or refundable.

7.2. Buy backs and Restocking Fees

7.2.1. Within 30 Days of Initial Transaction. You can choose to exchange the
item or receive a refund, less the cost of shipping if you request the refund
within 30 days of shipment and the product is received at our Returns
Center within an additional 7 days. Items that have been used are not
eligible for return. Customer is responsible for returning product. There will
be a restocking fee of $3.00.

7.3. Company’s Right to Recoup Unearned Bonuses.

7.3.1. Bonuses are paid to Independent Distributors based on the purchase of
Company products by customers or by members of their Downline
Organization. When products are returned, the Company has the right to
recoup the Bonuses that were paid based on the purchase of the products
that were returned. The Company may recoup these Bonuses by requiring a
MojiLife Independent Distributor to pay the Company directly, or the
Company may withhold the amount of the Bonus from future Bonus
payments.

7.4. Distributor Kits Buy Back Policy

7.4.1. The Company shall buy back unopened Distributor Kits within thirty (30)
days of purchase date for the restocking fee (see 7.3.1) and 90% of the
value of the original kit purchase price and less any shipping or costs to the
Company. Credit shall be passed on receipt and inspection of the returned
kit.

7.4.2. The Company shall Buy Back unopened Distributor Kits within ninety
(90) days of purchase date for the restocking fee (see 7.3.1) and 80% of
the value of the original kit purchase price and less any shipping or costs to
the Company. Credit shall be passed on receipt and inspection of the
returned kit.

7.4.3. The Company shall Buy Back unopened Distributor Kits within one
hundred and twenty (120) days of purchase date for the restocking fee (see
7.3.1) and 50% of the value of the original kit purchase price and less any
shipping or costs to the Company. Credit shall be passed on receipt and
inspection of the returned kit.

7.4.4. Distributor Kits older than one hundred and twenty (120) days may not
be returned for Credit.
8. Dispute Resolution and Disciplinary Proceedings.

8.1. Dispute Resolution

8.1.1. If you have a grievance or complaint with another Distributor related to your MojiLife Account, you may report the problem to your Sponsor, who will attempt to reach resolution. If the matter cannot be resolved through Sponsor mediation, you may submit a claim, in writing, to Compliance, who will review your claims.

8.1.2. Any claim or grievance you have against MojiLife of any kind, including, but not limited to, economic losses, personal injury, or property damage, is subject to mediation at MojiLife’s corporate address using a neutral mediator of MojiLife’s choosing. In the event that you and MojiLife are unable to resolve the dispute through mediation, you and MojiLife agree to resolve the dispute in final and binding arbitration in Utah County, Utah, or such other location as MojiLife prescribes, in accordance with the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure and the Federal Rules of Evidence shall apply. All issue related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This Agreement to arbitrate shall survive any termination or expiration of the Agreement. You agree not to file suit against MojiLife, any of its affiliates, subsidiaries, officers, directors, or employees.

8.1.3. Nothing in this Agreement prevents MojiLife from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect MojiLife’s interest prior to, during, or following the filing of any arbitration or other proceeding.

8.1.4. Any claim must be brought in arbitration within one (1) year from when the claim arises. By accepting this Agreement, you agree that no other statute of limitation applies.

8.2. Disciplinary Action

8.2.1. If you are found in violation of the Agreement, or if MojiLife determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at MojiLife’s sole and absolute discretion, to disciplinary action, which could include the cancellation of your Independent Distributor Account.

8.2.2. MojiLife may withhold all or part of your Bonuses and Commissions while investigating any potential or alleged misconduct. If your MojiLife business is cancelled for disciplinary reasons, you are not entitled to any Commissions.
or Bonuses withheld during the investigation period. MojiLife may institute legal proceedings for monetary and/or equitable relief at its sole and absolute discretion.

8.2.3. MojiLife determines, at its sole and absolute discretion, whether your activities and behaviors are deceptive, misleading, dishonest, or out of compliance with the Agreement.

8.3. Governing Law
8.3.1. Jurisdiction and venue of any dispute, whether or not subject to arbitration, shall reside in Utah County, Utah. The laws of the state of Utah govern all disputes in arbitration.

9. Cancellation and Termination
9.1. Cancellation or Deactivation
9.1.1. Distributors must have a minimum of 50 PRV in order to remain a Distributor and keep their Downline. This system will work on a monthly basis. Each month you will need to reach 50 PRV to qualify for commissions for the next month.

9.1.1.1. If you do not reach 50 PRV in a month, you will not receive commissions on any of your sales during the next month. You will be able to check your PRV totals in your dashboard.

9.1.1.2. If you do not reach 50 PRV for 2 months in a row, then on the 1st of the third month you will be placed in probation. You will see a probation status on your Commissions tab in your dashboard come November.

9.1.1.3. If you do not reach 50 PRV in the Probation month your distributorship will be deactivated and your downline will be rolled up to your sponsor. After becoming “Deactivated” or Cancelled, you will no longer be a Distributor, but will convert to a customer. Your Downline will go to your Sponsor, or if your Sponsor is not in good standing, to your Sponsor’s Sponsor or the next available Distributor in the chain of Sponsors above you (collectively your “Upline”). This process is known as “compression”. Compression occurs on the 15th of the month following the month of deactivation.

9.2. Termination
9.2.1. “Terminated” status applies to any Distributor who has officially been terminated by MojiLife due to non-compliant behaviors and/or actions or for other reasons.