



# Policies and Procedures | Rules and Regulations

Effective 2021



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# 1. INTRODUCTION

## 1.1. Policies Incorporated into Customer Registration

The Registration in these Policies and Procedures (“Policies”), for a Customer, in their present form or as amended at any time by the Well Beyond LLC, Well Beyond Wealth LLC and the Infinite Success APP (simply “Beyond” or “Company”) in the future, are incorporated as such. As a Customer, you will enjoy all the services and products the Beyond family of companies has to offer. As a Customer, you are a NON-Member who is an end user of products and services offered through or by Beyond. All persons registering with Beyond are immediately defined as a Customer and as always will NEVER be required to pay anything for registering or to gain access to our products or services.

## 1.2. Policies Incorporated into Member Agreement and Contractual Relationship

The terms and conditions found in these Policies and Procedures (“Policies”), in their present form or as amended at any time by the Well Beyond LLC, Well Beyond Wealth LLC and the Infinite Success APP (simply “Beyond” or “Company”) in the future, are incorporated into and form an integral part of the Beyond Member Agreement (“Member Agreement”). Beyond has a contract with each Member that includes all the terms including enforcement of these policies and renewal. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Beyond Member Agreement, these Policies, and the Beyond REWARDS PLAN, also known in the Beyond family of companies as a compensation plan. These documents are incorporated by reference into the Member Agreement (all in their current form and as amended by Beyond). It is the responsibility of each Member to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new Member, it is the responsibility of the sponsoring Member (“Sponsor”) to provide the most current version of these Policies and Procedures prior to any execution of the Member Agreement.

## 1.3. Changes to the Member Agreement, Policies and Procedures, or Rewards Plan

Because different laws and regulations, as well as the business environment, periodically change, Company reserves the right to amend the Agreement and the prices of its products and services in its sole and absolute discretion. Notification of amendments shall appear in Company Official Materials. Amendments shall be effective upon publication in such Company Official Materials, including but not limited to, posting: (i) on the Beyond website (<https://www.beyond.global> <https://www.well-beyond.com>); (ii) e-mail distribution; (iii) or any other commercially reasonable method. The continuation of a Member’s business logging via our website or mobile app and/or the acceptance of bonuses or commissions constitutes acceptance of all amendments.

## 1.4. Delays

Beyond shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances Beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, death, curtailment of a party’s source of supply power or government decrees and/or orders.



## **1.5. Policies and Provisions Severable**

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

## **1.6. Waiver**

The Company never gives up its right to insist on compliance with the Agreement and with any applicable laws governing the conduct of a business. No failure of the Company to exercise any right or power under the Agreement or to insist upon strict compliance by a Member with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement. Waiver by Beyond can only be effectuated in writing by an authorized officer of the Company.

# **2. BECOMING A BEYOND MEMBER OR CUSTOMER**

## **2.1. Requirements to become a Member**

To become a Beyond Member, each applicant must:

- a. Be at least eighteen (18) years of age and have the legal capacity to enter into agreement with the Company.
- b. Reside in countries, territories, or general locales officially opened by Beyond.
- c. Submit a properly completed and signed electronic Member Agreement; pay the annual fee or ANY product or services of the Company.
- d. Submit payment for the annual Beyond renewal fee.
- e. A Montana resident may cancel his or her Member Agreement within 15 days from the date of enrollment and may receive a full refund within such time period for good and resalable sales aids or trainings that have not been attended.
- f. Individuals who are Beyond employees, or spouses, children or Members of the household of a Beyond employee shall not be eligible to be Beyond Members, or to participate in any way in corporations or partnerships which are Beyond Members. Relatives of Beyond employees who do not fit within the foregoing categories may become Beyond Members providing that no proprietary, confidential, or other information, prior to the time it becomes public, is given by any employee to such relative. Any violation of this rule by a Member's immediate family or household shall be treated as a violation by and to that Member.
- g. A Partnership, LLC or Corporation may hold a Members business upon completion of the Member Application form, and providing on that form in the appropriate space, a Federal tax ID number. The person signing the application on behalf of a business entity must have the authority of said entity for entering



into the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in a Members business in Beyond within six (6) months of the date of signature.

## **2.2. New Member Registration by the internet**

A prospective Member may self-enroll on his or her sponsor's web site. In such event, Company will accept the Agreement by way of an "electronic signature, Payment of Annual Fee, or Product/Service" rather than submission via physical hard copy of the Agreement. A Member's acceptance of the "electronic signature, Payment of Annual Fee, or Product/Service" signifies his or her tacit acceptance of the terms and conditions of the Member Agreement, as well as the acceptance and understanding of these Policies. Please note that such electronic signature constitutes a legally binding agreement between you and Beyond.

## **2.3. Acceptance or Rejection of Member Registration**

Beyond reserves the right to accept or reject any Members Registration. A registration shall be considered accepted by Beyond when it receives a completed and electronically signed Members Agreement in accordance with Rule 2.2, its contents are verified with Beyond's records database and the registration does not violate any rule of these Policies & Procedures.

## **2.4. Member Benefits**

Upon the Company's acceptance of the MEMER Agreement, the benefits of the Beyond REWARDS PLAN and the Member Agreement become immediately available. These benefits include the following rights:

- a. The ability to sell Beyond's services or products
- b. The ability to participate in the Beyond REWARDS PLAN (i.e., receive bonuses and commissions, if eligible)
- c. Sponsor other individuals as Customers ("Customers") and downline Members into one's business, thereby building an organization and progressing through the Beyond REWARDS PLAN
- d. Receive periodic Company literature and other Company directed communications

## **2.5. Term and Renewal of a Beyond Business**

To renew the Member Agreement, a Member must pay the required annual business renewal fee on the anniversary date of their enrollment. This fee is automatically attempted annually with the payment method on file. The renewal is \$39.00 + tax and is non-refundable. If a Member does not want to renew their Beyond Membership, they must notify Beyond Support in writing prior to the renewal deadline by emailing [info@well-beyond.com](mailto:info@well-beyond.com) from the email address associated with their Membership. Upon receipt of their written request, their business will be suspended.

All Beyond Members are subject to an annual renewal fee unless the Member is subscribed to an applicable Membership Tier Subscription including, but not limited to: Infinite, Rise and Momentum. Membership Tier Subscriptions are available on a monthly or annual basis and include a renewal waiver. Membership Tier subscribers must maintain their subscription through the calendar year to qualify for the renewal waiver.



Renewing a business means the Member retains the right to service their retail and preferred Customers, sponsor new Members, purchase and sell Beyond products, receive Beyond publications, and detailed bonus statements. Members will also continue to qualify, if they are an active Member, for the full range of Beyond Rewards on the purchases of downline Members and Customers, while retaining Sponsorship rights according to their position in the marketing structure.

Beyond reserves the right to reject any renewal request, or revoke any Members Renewal payment, if the Member is not in compliance with all provisions of the Member Agreement or has multiple compliance violations from the preceding year. Customers are NOT required to pay an annual business fee.

## **2.6. Requirements to become a Customer with Beyond**

To become a Beyond Customer, each applicant must:

- a. Be at least eighteen (18) years of age and have the legal capacity to enter into an agreement with the Company.
- b. Reside in countries, territories, or general locales officially opened by Beyond.
- c. Submit a properly completed registration form.
- d. A Customer is a NON-Member who does not actively participate in the Rewards Plan or Compensation Plan.
- e. A Customer is eligible to receive CREDITS to put towards its next eligible purchase of products and services.

## **3. ACCEPTANCE OF RISK AND POLICY ON THE BEYOND INCOME DISCLAIMER**

### **3.1 Due Diligence**

Company makes no guarantees, warranties, or representations as to the rate by which Company algorithms may affect your own independent cryptocurrency or Forex trading. All Members understand and agree that the Company is not liable for any loss suffered in the facilitation, conduct and oversight of the Beyond services. Furthermore, you acknowledge that you have conducted sufficient due diligence with regards to the risks associated with cryptocurrency or Forex trading and recognize the risk that financial loss(es) may occur.

### **3.2 Income Disclaimer**

As a way to conduct better business practices, Beyond hereby puts forth a disclaimer on income earnings ("Income Disclaimer"). This Income Disclaimer or IDS(provided after SIX MONTHS of operations) is to convey truthful, timely, and comprehensive information regarding the income that Beyond Members may earn. To accomplish this objective, you must discuss and present the Income Disclaimer(IDS)to all prospective Members. A copy of the Income Disclaimer must be presented to a prospective Member (someone who is not yet a party to a pre-existing Member Agreement) any time the REWARDS PLAN is presented or discussed, or any type of income or earnings representation is made.





The terms “income claim” and/or “earnings representation” (collectively “income claim”) includes all of the following: (i) statements of average earnings; (ii) statements of non-average earnings; (iii) statements of earnings ranges; (iv) income testimonials; (v) lifestyle claims; and (vi) hypothetical claims. An example of a “statement of non-average earnings” would be, “Our number one Member earned over two million dollars last year,” or “Our average-ranking Member makes three thousand dollars per month.” An example of a “statement of earnings ranges” would be, “The monthly income for our higher-ranking Members is eight thousand dollars a month on the low end up to twenty-five thousand dollars a month on the high end.”

In any meeting that is open to the public in which discussion of the REWARDS PLAN or any type of income claim occurs, you must provide every prospective Member with a copy of the Income Disclaimer. Copies of the Income Disclaimer may be printed or downloaded without charge from the Company website and will be appropriately displayed upon completion of data calculation.

## **4. ADVERTISING**

### **4.1 Income Disclaimer**

Members must adhere to the terms of the Beyond REWARDS PLAN as set forth in EACH Company’s Official Materials and our Mobile App. EACH REWARDS PLAN or COMPENSATION PLAN can be found on the website and in your back office. You shall not offer the Beyond opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in the Company’s Official Materials. You shall not require or encourage other current or prospective Customers or Members to participate in Beyond in any manner that varies from the program as set forth in Company Official Materials. Members shall not require or encourage other current or prospective Customers or Members to execute any agreement or contract outside of that found in official.

Beyond agreements and contracts. Similarly, Members shall not require or encourage other current or prospective Customers or Members to make any purchase from, or payment to, any individual or other entity to participate in the Beyond REWARDS PLAN or COMPENSATION PLAN other than those purchases or payments identified as recommended or required in Company Official Materials.

### **4.2 Use of Sales Aids**

To promote both the Beyond services and opportunity, Members must only use the sales aids and support materials produced by the Company. Should a Beyond Member develop and use their own sales aids and promotional materials (which includes all forms of independent Internet advertising), notwithstanding any good intentions, the unintentional violation of any number of laws or regulations affecting the Beyond business may occur. These violations, even if possibly few in number, could and likely would jeopardize the Beyond opportunity for all. Accordingly, Members must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company’s approval prior to use. Unless you receive specific written approval to use the material, your request shall be deemed denied. All Members shall safeguard and promote the good reputation of





Beyond and its services. The marketing and promotion of Beyond, the Beyond opportunity, the REWARDS PLAN, and Beyond services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

#### **4.3 Intellectual Property**

Beyond will not allow the use of its trade names, trademarks, designs, or symbols outside of Corporate produced and approved sales aids without prior written authorization from the Company. Furthermore, no Member may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Member without prior written consent from the corresponding Member.

#### **4.4 Advertised Price**

You may not advertise any of Beyond's services at a price LESS than the highest Company published price of the equivalent service. No special enticement advertising is allowed, such as (but not limited to) offers of a free Beyond services or any other offer that grants advantages Beyond those available through and provided by the Company.

#### **4.5 Media and Media inquires**

Members must not initiate any interaction with the media or attempt to respond to media inquiries regarding Beyond, its services, or an independent Beyond business. All inquiries by any type of media must be immediately referred to the Beyond Corporate Offices. This is so the Company can better ensure the accurate and consistent flow of information to the public, as well more adequately reflect the Company's true public image.

## **5. RESPONSIBILITIES AS A MEMBER OPERATION A BEYOND BUSINESS**

### **5.1 Unauthorized Claims and Action**

#### **5.1.1 Indemnification**

A Member is fully responsible for all of his or her verbal and/or written statements made regarding Beyond services and the REWARDS PLAN, which are not expressly contained in Company Official Materials. Members agree to indemnify Beyond and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Beyond as a result of the Member's unauthorized representations or actions. This provision shall survive the cancellation of the Member Agreement.

### **5.2 Endorsements of Beyond Services**

No claims as to any services offered by Beyond may be made except those contained in Company Official Materials.

### **5.3 Conflicts**

#### **5.3.1 Non-solicitations**

Beyond Members are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing").



However, during the term of this Agreement, Members may not directly or indirectly recruit other Beyond Customers or Members other than those they have personally sponsored for any other Network Marketing business. Following the cancellation of a Member Agreement, and for a period of one (1) calendar year thereafter, with the exception of a Member who is personally sponsored by the former Member, a former Member may not recruit any Beyond Customer or Member for another Network Marketing business.

### **5.3.2 Sale of Competing Goods or Services**

During this agreement and for six (6) months thereafter, Members must not sell, or attempt to sell, any competing non-Beyond services to Beyond Customers or Members. Any program, product, service, or direct selling opportunity in the same generic categories as the Beyond services (i.e., cryptocurrency education and other services) are deemed to be competing, regardless of differences in cost, quality, or other distinguishing factors.

### **5.3.3 Targeting other Direct Sellers**

Should Members engage in solicitation and/or enticement of Members of another direct sales company to sell or distribute Beyond services, they bear the risk of being sued by the other direct sales company. If any legal action is brought against a Member alleging that they engaged in inappropriate recruiting activity of its Customers or sales force, Beyond will not pay any of Member's defense costs or legal fees, nor will Beyond indemnify the Member for any judgment, award, or settlement.

### **5.3.4 Privacy and Confidentiality**

All Members are required to abide by the Company's Privacy Policy with regards to Customer or Member information and how we use that information.

### **5.3.5 The Data Management Rule**

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all Members, as well as Beyond. LOS information is information compiled by Beyond that discloses or relates to all or part of the specific arrangement of sponsorship within the Beyond business, including, without limitation, Member lists, sponsorship trees, and all Member information generated therefrom, in its present and future forms. The Beyond LOS constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. Beyond is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by Beyond and its Members. Through this Rule, Members are granted a personal, non-exclusive, non-transferable and revocable right by Beyond to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures. The Company reserves the right to deny or revoke this right, upon reasonable notice to the Member stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Beyond, such is necessary to protect the confidentiality or value of Proprietary Information. All Members shall maintain Proprietary Information in strictest confidence and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.



### 5.3.6 Confidentiality of the LOS

Beyond protects the LOS and LOS Information for the benefit of Beyond and of all Members and Customers. Beyond keeps LOS Information proprietary and confidential and treats it as a trade secret. Beyond is the exclusive owner of all LOS Information, which is derived, compiled, configured and maintained through the expenditure of considerable time, effort and resources by Beyond and its Members. Members can use the LOS Information only for the purposes permitted to the growth and development of that Members Beyond business.

All Members shall maintain LOS Information in strictest confidence and shall take all reasonable steps and appropriate measures to safeguard LOS Information and maintain the confidentiality thereof. A Members shall not compile, organize, access, create lists of, or otherwise use or disclose LOS Information except as authorized by Beyond. A Members also shall not disclose LOS Information to any third party, or use LOS Information in connection with any other businesses or to compete, directly or indirectly, with the Beyond business.

Every Member acknowledges that use or disclosure of LOS Information, other than as authorized by Beyond, will cause significant and irreparable harm to Beyond, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance and damages, including costs, attorneys' fees and disgorgement of all profits made as a result of such unauthorized use or disclosure.

**A Members obligation under this Section 5.3.6, shall survive and remain enforceable following the voluntary or involuntary resignation, non-renewal or termination of that Members relationship with Beyond.**

### 5.3.7 Representations of Other Members, Customers and Prospective Customers

Beyond Members shall honestly and fairly describe the Beyond REWARDS & Compensation Plan including the use of our mobile app, Infinite Success App, in all their discussions with other Members or potential Customers. This obligation of fair and complete description shall include, without limitation, the following:

- Members shall not misstate any significant or material fact about the Beyond Rewards & Compensation Program and shall not omit any significant or material fact about the Beyond Program. Members shall provide each potential Member with a copy of these Policies & Procedures prior to giving such person the ability to sign up as a Customer.
- Members shall clearly state that the foundation of the Beyond Rewards & Compensation Program is the retail sale of Beyond products to consumers and that Beyond Members cannot expect to be successful merely by sponsoring other Members without regard to retail sales.
- Members shall not state that high profits are guaranteed or certain for Beyond Members. Members shall state clearly that Beyond Members can expect to be successful only through hard work and substantial efforts.



- Members shall not distort or misrepresent any feature of the Beyond Rewards & Compensation Program and shall not make any statements about the quality or benefits of the Beyond products except to the extent that such statements are made in Beyond written material describing the products.
- Members shall not guarantee any specific income, profit and /or success.
- Members shall not state or imply that the Beyond Rewards & Compensation Program has been approved by any governmental agency or business group.

#### **Representations to Customers:**

- Members shall fairly and accurately describe the Beyond products in their sales and attempted sales to consumers and shall not distort or misrepresent any facts when discussing the Beyond products with consumers. This obligation of fair and complete discussion shall include, without limitation, the following:
- Members shall not describe the Beyond products except as permitted in the materials published by Beyond describing the product.
- Members shall not attempt to deceive or confuse any consumer regarding the nature and quality of the Beyond products, or the price of the Beyond products.

#### **5.4 Cross - Group Sponsoring**

Actual or attempted cross-group sponsoring is strictly prohibited. “Cross-group sponsoring” is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current Customer number or Member Agreement on file with Beyond, or who has had such an agreement within the preceding twelve (12) calendar months, within a different line of sponsorship. The use of a fictitious identification number to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Beyond business in accordance with these Policies and Procedures.

#### **5.5 Governmental Approval or Endorsement**

Because Cryptocurrencies are unregulated and decentralized, many governments and/or legal entities neither insure the underlying value nor recognize such as legal tender. As a result, a Member should abstain from any representations concerning the legality of crypto currency services IF and WHEN provided.

#### **5.6 Identification**

Upon enrollment, the Company will provide a unique Member Identification Number to the Member by which they will be identified. This number will be used to place orders and track commissions and bonuses.

#### **5.7 Independent Contractor Status**

You are an independent contractor, AT ALL TIMES. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an independent business owner. You have no authority to bind Beyond to any obligation. You are responsible for paying any applicable taxes in relations to laws, ordinances, codes, regulations, statutes or treaties. You must obey any and all laws, ordinances, codes, regulations, statutes or treaties, as well as Company rules and regulations pertaining to your independent Beyond Business or the acquisition, receipt, holding, selling, distributing or advertising of Beyond’s services.



Members may not answer the telephone by saying “Beyond,” “Well Beyond LLC,” “Beyond Corporate, WELL Beyond, WELL Beyond WEALTH” or by any other manner that would lead the caller to believe that they have reached the Corporate offices, an employee or a corporate officer. You may only represent yourself as an independent business owner in association with Beyond. Therefore, all correspondence and business cards relating to or in connection with your Beyond business shall contain your name followed by the term “Member” or “Beyond Member”.

## **5.8 Stacking**

Stacking is the unauthorized manipulation of the Beyond rewards system and/or the marketing plan to trigger commissions or cause a promotion off a downline Member in an unearned manner. One example of stacking occurs when a Sponsor places participant under an inactive downline participant (who may not know or have any relationship with a Customer) to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of Members within a downline organization as to trigger a promotion. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the Member’s positions of all individuals found to be directly involved.

## **5.9 One Beyond Business Per Member per COMPANY**

A Member may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Beyond business. No individual may have, operate or receive rewards from more than one Beyond business. Individuals of the same family unit may each enter into or have an interest in their own separate Beyond businesses, only if each subsequent family position is placed frontline to the first family Member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

## **5.10 Sales, Transfer, or Assignment of a Beyond Business**

Although a Beyond business is a privately owned, independently operated business, the sale, transfer or assignment of a Beyond business is subject to certain limitations. If a Member wishes to sell their Beyond business, the following criteria must be met:

- a. Protection of the existing line of sponsorship must always be maintained so that the Beyond business continues to be operated in that line of sponsorship;
- b. The buyer or transferee must become a qualified Beyond Member. If the buyer is an active Beyond Member, they must first terminate their Beyond business and wait six (6) calendar months before acquiring any interest in the new Beyond business;
- c. Before the sale, transfer, or assignment can be finalized and approved by Beyond, any debt obligations the selling Member has with Beyond must be satisfied; and
- d. The selling Member must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a Beyond business.



Prior to selling a Beyond business, the selling Member must notify Beyond's Compliance Department of their intent to sell the Beyond business. No changes in line of sponsorship can result from the sale or transfer of a Beyond business. A Member may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

### **5.11 Sponsoring**

All Active Members in good standing have the right to sponsor and enroll others into Beyond. Each prospective Customer or Member has the ultimate right to choose his or her own Sponsor. If two Members claim to be the Sponsor of the same new Member or Customer, the Company shall regard the first application received by the Company as controlling.

### **5.12 Download and Use of the Infinite Success APP**

All Members & Customers shall use this app in accordance with the Terms of Use Agreement of Beyond and this Policies and Procedures.

- A Member or Customer shall not attempt to copy, burn, transmit this app or replicate the source code in any way.
- A Member or Customer shall not screen shot and display or post their Infinity Success APP on ANY social media platform.
- A Member or Customer is able to download for FREE the Infinity Success APP from the Apple iTunes or Google Play store.

## **6. A MEMBERS RESPONSIBILITY**

### **6.1 Responsibilities of a Sponsoring Member**

#### **6.2 Initial Training**

Any Member who sponsors another Member into Beyond must perform a bona fide assistance and training function to ensure that their downline is properly operating their Beyond business. Members must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and REWARDS PLAN to individuals whom they are sponsoring to become Members before the applicant signs a Member Agreement.

#### **6.2.1 Ongoing Training Responsibilities**

Members must monitor the Members in their downline organizations to ensure that downline Members do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Member should be able to provide documented evidence to Beyond of their ongoing fulfillment of the responsibilities of a Sponsor.

As a Member of a network group who has earned that position, you are responsible for providing training, motivation, guidance and information to your downline. You should become thoroughly familiar with Company materials and publications so you can provide the support your downline deserves.

Refer all questions that go Beyond your knowledge or your understanding to your Sponsor, then upline Executive. If your upline Executive does not know the answer to your questions, please contact Beyond Support.





### **6.3 Non-disparagement**

Members must not disparage, demean, or make negative remarks about Beyond, other Beyond Members, Beyond's services, the REWARDS PLAN, or Beyond's owners, board Members, directors, officers, or employees.

### **6.4 Reporting Policy Violations**

Members observing a Policy violation by another Member should submit a written report of the violation directly to the attention of the Company Compliance Department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

### **6.5 Income Tax**

Each Member is responsible for paying local, state and federal taxes on any income generated as a Member. If a Beyond business is tax exempt, the Federal Tax Identification Number must be provided to Beyond. Every year and if you live in the United States, Beyond will provide IRS Form 1099 (non-employee compensation) earnings statement to each U.S. resident who (a) had earnings of over \$600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of \$5,000 wholesale. Beyond cannot accept a tax-exempt certificate from a Member who resides in a state where tax exempt status is not granted for Direct Sales businesses. Members are encouraged to check with their state government before sending a form to Beyond.

## **7. BILLING**

A Member must submit payment of the annual Beyond renewal fee at the time of enrollment. This licensing fee payment shall become due on the anniversary date of a Member's enrollment into the Beyond brand of opportunities. This payment method can be replaced, but cannot be removed from an active Beyond Membership.

## **8. COMMISSIONS AND REFUND POLICY**

### **8.1 Bonus and Commission Qualifications**

In order to qualify to receive commissions and bonuses, a Member must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. A Member will qualify to receive all of Beyond's commissions and bonuses so long as he/she qualifies verbatim to the commission plan allotted to all Members.

### **8.2 Errors or Questions**

If a Member has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Member must notify Beyond in writing within thirty (30) days from the date of the purported error or incident in question. Beyond will not be responsible for any errors, omissions, or problems not reported to the Company Beyond these initial 30 days.





### 8.3 Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (i) the enrollment of individuals or entities without the knowledge of and/or execution of a Member Agreement by such individuals or entities; (ii) the fraudulent enrollment of an individual or entity as a Member or Customer; (iii) the enrollment or attempted enrollment of non-existent individuals or entities as Members or Customers (“phantoms”); (iv) purchasing Beyond services on behalf of another Member or Customer, or under another Member’s or Customer’s ID number, to qualify for commissions or bonuses; and/or (v) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

### 8.4 Reports

All information provided by Beyond, including but not limited to personal sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments, a Member whose Member Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A Beyond participant 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 or the appropriate cancellation email address.

### 8.5 Refund Policy

Beyond offers a thirty (30) day satisfaction guarantee on ALL initial fees paid to the company. All subsequent fees, services, products are also refundable thirty (30) days from the date of purchase. When a refund is requested by a Member or Customer the bonuses, rewards, credits, and commissions attributable to the refunded service will be deducted from the Member or Customer who received credits, bonuses or commissions on such sale referrals. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the dollar amount or credit is recovered.

**Please refer to Beyond’s Refund Policy for further details regarding how to request an RMA, refund requests, how to return unused wellness product(s), damaged product(s), restocking fees, and refund exclusions.**

## 9. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

### 9.1 Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any laws, regulations, international statutes or treaties, or any act or omission by a Member that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Member’s Beyond business), may result, at Beyond’s discretion, in one or more of the following



corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Member to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- With holding from a Member all or part of the Member's bonuses and commissions during the period that Beyond is investigating any conduct allegedly contrary to the Agreement. If a Member's business is cancelled for disciplinary reasons, the Member will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Member Agreement for one or more pay periods;
- Involuntary termination of the offender's Member Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Beyond deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Member's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of Beyond.

## 9.2 Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, UT, and shall last no more than two (2) business days.

## 9.3 Arbitration

**If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Members waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Salt Lake City, Utah. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure.

There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the



direct selling industry, selected from the panel which the American Arbitration Panel provides.

Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.

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. This agreement to arbitration shall survive any termination or expiration of the Agreement.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

Nothing in these Policies and Procedures shall prevent Beyond 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 safeguard and protect Beyond's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

#### **9.4 Governing Law**

These Policies and Procedures, the Agreement or any dispute arising hereunder or related hereto are governed and construed in accordance with the laws of the country of The United States of America, residing and corporate offices in the State of Utah - - - 358 South 700 East B #403 Salt Lake City, Utah 84102

- a. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

## **10. EFFECTS OF TERMINATION**

So long as a Member remains active and complies with the terms of the Member Agreement and these Policies, Beyond shall pay commissions to such Member in accordance with the REWARDS PLAN. A Member's bonuses and commissions constitute the entire consideration for the Member's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following a Member's non continuation of his or her Member Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Member Agreement (all of these methods are collectively referred to as "Cancellation"), the former Member shall have no right, title, claim or interest to the downline organization which he or she operated, or any commission or bonus from the sales generated by the organization.

Members waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following a Member's cancellation of his or her Member Agreement, the former Member shall not hold him or herself out as a Beyond Member and shall not have the right to sell Beyond services. A Member



whose Member Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). A Beyond participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at the appropriate Company email address.

## 11. BEYONDME

### 11.1 Let your change make a difference, one person at a time.

Beyond's mission is to create transformational experiences for people to live happy, healthy and fun lives. The transformational experiences we create aren't limited to our products, events, or community. Our BeyondMe culture is driven to serve and to give to others in ways that bring happiness, health, and fun to their lives. There are many ways that this will be achieved through our Philanthropic Foundation BeyondMe.

Upon activation as a Customer or Member with Beyond, each transaction will be rounded up to the nearest dollar and that difference donated to BeyondMe. If your order falls on an even dollar value, you will be charged a maximum of \$1 USD or BTC as a donation towards BeyondMe. By accepting these terms as a valued Customer or Member, you authorize Beyond to round up to the nearest dollar up to a maximum of \$1 USD or BTC as a donation to BeyondMe. To opt out of the BeyondMe Program, you will need to adjust your account accordingly through your online Back Office or by emailing Beyond Support.

We encourage you to be involved and to follow the journey on Facebook at WellBeyondMe or the Beyond website for activities or other donations you may want to contribute to the BeyondMe cause of doing good. There are no small plans here. One million lives touched by 2022.

## 12. DEFINITIONS

**AGREEMENT:** The contract between the Company and each Member, which includes the following: (i) the Member Agreement, the Beyond Policies and Procedures, and the Beyond REWARDS PLAN -- all in their current form and as amended by the Company in its sole and absolute discretion. These documents are collectively referred to as simply the "Agreement."

**CANCEL:** The termination of a Member's business. Cancellation may occur by way of voluntary/involuntary actions and conduct.

**REWARDS PLAN:** The guidelines and referenced literature for describing how a Beyond Member can generate commissions and bonuses. Also referred to as a COMPENSATION PLAN.

**CUSTOMER:** One who merely purchases the Beyond services, neither engaging in the sale of such services, receiving any form of compensation or the building of an independent business. All applicants begin as Customers. Customers may order at retail or wholesale while active on the Subscribe & Save feature.



**CREDITS:** Credits are given to Customers who refer one or a few new Customers to Beyond. Credits can be redeemed by the Customer for products and services from Beyond.

**MEMBER:** One who markets and sells the Beyond services, and in doing so, generates sales and commissions through an organizational team.

**LINE OF SPONSORSHIP (LOS):** A report generated by Beyond that provides critical data relating to the identities of Members, sales information, and the enrollment activity of each Member's organization. This report contains confidential and trade secret information which is proprietary to Beyond.

**ORGANIZATION:** The Customers and Members placed below a particular Member.

**COMPANY OFFICIAL MATERIAL:** Any literature, audio, and other materials developed, printed, published, and distributed by Beyond to its Members.

**PLACEMENT:** Your position inside your Sponsor's organization.

**RECRUIT:** For purposes of Beyond's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Beyond Customer or Member to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**SPONSOR:** A Member who enrolls and subsequently trains a Customer or Member into the Company and is listed as the Sponsor on the Member Agreement.

**UPLINE:** This term refers to the Member(s) above a particular Member in a sponsorship line up to the Company. It is the line of sponsors that links any particular Member to the Company.

**SUBSCRIBE & SAVE:** The Subscribe & Save is an automatic feature that generates a new order on a monthly basis with the selected product/pack. This is an optional feature that must be requested by the Member or Customer to activate. The subscription may be activated through the Back Office or by contacting Beyond Support. All subscription changes must be completed prior to each scheduled run date. If done after confirmation is received, the changes will not modify the confirmed transaction, but all future orders. All change and cancellation requests may be sent to [info@well-beyond.com](mailto:info@well-beyond.com) and must be received at least seven days prior to the upcoming run date for processing. All cancellation requests must be sent from the email address associated with the Member or Customer account for verification.

