



## Terms & Conditions

Carefully read the following information. If you agree to this contract, click the "I Agree" button.

### Enrollment Kit Promotion - Acceptance of Terms and Conditions

Receive the Enrollment Kit for the payment specified plus shipping and handling. Additional shipping charges apply to AK, HI, Puerto Rico and other outlying areas. Items represented in the Enrollment Kits are based on availability and are subject to change. Gold Dollars awarded at retail value as product credit. See your Executive for complete details.

By continuing with the enrollment process, you agree to these terms.

### Terms and Conditions

1. I understand that as an Independent Executive for Gold Canyon International, LLC doing business as Gold Canyon (GC):
  - a. I have the right to purchase products and services from GC and the right to offer for sale GC products in accordance with this Agreement.
  - b. I have the right to enroll persons to become GC Executives.
  - c. I may participate in the GC Rewards Plan.
2. I agree to present the GC Rewards Plan and GC products and services as set forth in official GC literature.
3. I agree that as a GC Executive I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of GC. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF GC FOR FEDERAL OR STATE TAX PURPOSES. GC is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind.
4. GC's Statement of Policies, Glossary and the GC Rewards Plan, in their original format and as may be amended by GC at its sole discretion, are incorporated into and made a part of these terms and conditions (these three documents shall be collectively referred to as the "Agreement").
5. I understand that I must be Active, and not in violation of the Agreement, to be eligible for bonuses or commissions from GC. I understand that the provisions in this document, the GC Statement of Policies, or the GC Rewards Plan may be amended at the sole discretion of GC, and I agree to abide by all such amendments. Amendments shall become effective 30 days after publication through any reasonable commercial means, which shall include, but not be limited to, posting on



## Terms & Conditions

- GC's Executive website. The continuation of my GC business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
6. The term of this agreement is one year, and shall automatically renew on each anniversary date so long as:
    - a. I am in compliance with the Agreement;
    - b. The Agreement has not been terminated pursuant to paragraph 7 or 10;
    - c. I have not voluntarily cancelled my Agreement;
    - d. The Company has not notified me that I must execute a new Agreement.
  7. I may cancel this Agreement at any time by submitting written notice of cancellation to the Company at its principal business address. GC may terminate the Agreement:
    - a. on 30 days written notice without cause; or
    - b. immediately should I breach the Agreement or engage in any conduct that, in GC's sole discretion, could damage GC's reputation or business.
  8. If this Agreement is not renewed, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as an Executive. I shall not be eligible to sell GC products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have to any bonuses, commissions or other remuneration derived through the sales and other activities of my former organization.
  9. I may not assign any rights under the Agreement without the prior written consent of GC. Any attempt to transfer or assign the Agreement without the express written consent of GC renders the Agreement voidable at the option of GC and may result in termination of my business.
  10. I understand that if I fail to comply with the terms of the Agreement, GC may, at its discretion impose upon me disciplinary action as set forth in the Statement of Policies. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
  11. GC, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release GC and its affiliates from, all claims for consequential and exemplary damages. I further agree to release GC and its affiliates from all liability arising from or relating to the promotion or operation of my GC business and any activities related to it (e.g., the presentation of GC products or Rewards Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify GC for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.



## Terms & Conditions

12. I shall not become a salesperson for any direct sales, party plan or network marketing program that sells candles and/or related home décor products. I shall not be an agent, independent sales person, employee or owner of any entity whose primary purpose is the manufacture, marketing or sale of candles and/or related home décor products.
13. I understand GC trademarks, trade names and logos may be used only on official GC produced and published material. Use of GC's intellectual property on any non-GC produced and published material requires prior written permission from GC.
14. I authorize GC to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
15. The Agreement, in its current form and as amended by GC at its sole discretion, constitutes the entire contract between GC and myself. Any oral promises, representations, offers or other communications not expressly set forth in the Agreement are of no force or effect.
16. Any waiver by GC of any breach of the Agreement must be in writing and signed by an authorized officer of GC. Waiver by GC of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
17. 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.
18. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without regard to principles of conflicts of laws. All disputes and claims relating to GC, the Executive Agreement, the GC Rewards Plan or its products and services, the rights and obligations of an independent Executive and GC, or any other claims or causes of action relating to the performance of either an Independent Executive or GC under the Agreement shall be settled totally and finally by arbitration in Phoenix, Arizona, or such other location as GC prescribes, in accordance with the Federal Arbitration Act and the 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. All issues 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. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent GC 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 GC's interest prior to, during or following the filing of any arbitration or other proceeding or



## Terms & Conditions

pending the rendition of a decision or award in connection with any arbitration or other proceeding.

19. The parties consent to jurisdiction and venue before any federal or state court in Maricopa County, State of Arizona for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
20. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
21. If an Executive wishes to bring an action against GC for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against GC for such act or omission. Executive waives all claims that any other statutes of limitations applies.
22. I understand that GC is a direct selling company which allows me to buy and re-sell products to my customers through an in-home party plan and person-to-person sales model. I agree that I will actively develop customers and as a GC Executive, I understand that revenue is generated by the sale of GC products, and that, in part, the business income earned is payable as a margin/mark-up for buying and re-selling GC products.
23. I acknowledge that it is illegal to make misleading representations to prospective Executives relating to the potential compensation or earnings that may be received by operating a direct selling business. Accordingly, I agree to refrain from making any such claims or representations relating to the GC business opportunity. I further agree that, without prior written consent from GC I will not make any representations as to potential compensation or earnings, other than what is expressly set out in the Executive, Rewards Plan or other official GC literature.
24. I understand that inventory loading is discouraged, and as an Executive I agree to sell at least 70% of the GC products that I purchase.

### Notice of Cancellation

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from today's date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.



## Terms & Conditions

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, submit a letter of resignation by mail to Gold Canyon Customer Service at 6205 S. Arizona Ave., Chandler, AZ 85248 or as a Support Ticket on the Business Center to Gold Canyon Customer Service. This letter must be dated and include your name and a reason for resigning. This notice must be received **NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT WITH THE TEXT "I HEREBY CANCEL THIS TRANSACTION."**