



**AIVIA INTERNATIONAL, INC**  
**INDEPENDENT BUSINESS OWNER AGREEMENT**

Updated January 29, 2020

I acknowledge that I have received and reviewed the AIVIA INTERNATIONAL, INC. Independent Business Owner Agreement, including these Terms and Conditions and the AIVIA INTERNATIONAL, INC. Policies and Procedures and the AIVIA INTERNATIONAL, INC. Compensation Plan, which are hereby incorporated into and made part of this AIVIA INTERNATIONAL, INC. Independent Business Owner Agreement by reference (collectively, the "Agreement"). By signing below, I agree to comply with, and be bound by, the terms and conditions set forth in the Agreement. I acknowledge and agree that the Agreement will become a binding agreement upon me and AIVIA INTERNATIONAL, INC., an Arizona corporation, only upon acceptance by AIVIA INTERNATIONAL, INC., and that AIVIA INTERNATIONAL, INC. will notify me of acceptance of the Agreement via email to the email address I submit with this Agreement. I understand that AIVIA INTERNATIONAL, INC. has the right to accept or reject my application to become an Independent Business Owner ("IBO") in its sole discretion. For purposes of this Agreement, AIVIA INTERNATIONAL, INC. Opportunity is referred to as "AIVIA". AIVIA INTERNATIONAL, INC. and its parents, subsidiaries and affiliates may be referred to herein collectively as the "Companies" or each individually as a "Company". I understand that there is no requirement beyond entering into this Agreement and activating Business Tracking Center (as hereafter defined) to become an IBO. No other purchase of sales or training materials or other services are required to become an IBO and any purchase of sales aids, training materials or training is strictly voluntary. I understand that my advancement to higher qualification levels in the AIVIA INTERNATIONAL, INC. Compensation Plan is based upon the acquisition of customers and the usage by such customers of products (goods and services) offered by or through AIVIA INTERNATIONAL, INC. ("AIVIA INTERNATIONAL, INC. Products"), and that I am not obligated to purchase AIVIA INTERNATIONAL, INC. Products. I also understand that if I choose to sponsor others to become IBOs and participate in AIVIA INTERNATIONAL, INC.'s Compensation Plan, I will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I will be compensated based upon the activities of other IBOs only to the extent of sales made by them to Users of AIVIA INTERNATIONAL, INC. Products and services.

I verify that I have carefully reviewed and fully understand AIVIA's income opportunity presentation materials, which can be found at <https://aivia.io>. I acknowledge that AIVIA has a global commitment to transparency and integrity, and as an AIVIA IBO, it is my responsibility to uphold this commitment and always operate my business the right way. I want to become an Independent Representative. Neither I, nor my spouse/life partner (unless they are my sponsor), have had any other interest and/or benefit in any other AIVIA IBO position within the 12 months prior to the effective date of this Agreement. I have read and agree to be bound by all of the terms and conditions of this Agreement, including the Terms and Conditions, the AIVIA Policies and Procedures, and the AIVIA Compensation Plan, all of which are incorporated into this Agreement and are available to review, download, store, or print at <https://aivia.io>.

## **CANCELLATION POLICY**

I understand that I may cancel this transaction, without penalty or obligation, for a full refund, if postmarked within three (3) business days from the date of this Agreement, exclusive of the date of signing. I understand that if I cancel after the three (3) day period, I am not entitled to a refund. This limitation is subject to and shall be deemed modified to reflect the limitations required by the laws of any state, country or province. If I cancel within the three (3) business days from the date of this Agreement, any payments made by me under this Agreement will be returned within fifteen (15) business days following receipt by AIVIA of my Cancellation Notice. To cancel this Agreement, I must deliver by email to [info@aivia.io](mailto:info@aivia.io) or personally or via courier or by registered or certified mail return receipt requested, a written, signed, dated copy of a Notice of Cancellation to:

**AIVIA INTERNATIONAL INC.**

**4040 E McDowell RD # 113**

**Phoenix, AZ 85008**

Where applicable state law on cancellation is inconsistent with AIVIA policy, such state law shall be in force.

## **TERMS AND CONDITIONS**

1. I, the undersigned applicant, represent that I am of legal age to enter into legally binding agreements, and that the information submitted in connection with my application to become an IBO is complete, true and correct. I agree to promptly notify AIVIA of any changes to such information. If I am executing this Agreement on behalf of a corporation, limited liability company, partnership, trust or other entity, I represent that I have the authority to enter into such agreements for the entity, but nonetheless I agree that in addition to such entity, I will be personally responsible for the performance of all the duties and obligations described in this Agreement.
2. I agree to timely pay for any products, materials, services or other items that I purchase from AIVIA. In the event that I am delinquent with respect to such payments, I acknowledge that AIVIA may offset such debt from any commissions, bonuses, or other compensation earned through the AIVIA Compensation Plan, or any other monies owing to me (“AIVIA Payments”).

3. **I AGREE THAT AS AN IBO, I AM AN INDEPENDENT CONTRACTOR** responsible for my own business and **NOT AN AGENT, LEGAL REPRESENTATIVE OR EMPLOYEE OF AIVIA OR ANY VENDOR, SUPPLIER, SERVICE PROVIDER OR OTHER PARTY** with whom AIVIA transacts or contracts business (“AIVIA Vendors”). I acknowledge that my IBO relationship is with AIVIA INTERNATIONAL, INC. and not with any other AIVIA Company or AIVIA Vendor. I understand that as an IBO, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement. I shall have no power or authority to bind AIVIA, either directly or indirectly, and I will not take any action inconsistent with this limit of authority, including representing in any manner that I am an agent, representative, legal representative or employee of AIVIA, any other AIVIA Company or any AIVIA Vendor. I acknowledge that as an independent contractor I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by AIVIA or any other AIVIA Company to its employees. I understand that I am solely responsible for filing any taxes and obtaining any business licenses or insurance required by regulations or authorities to conduct my business. I acknowledge and agree that I will not be treated as or represent myself as an employee for purposes of any federal, state or local statute, regulation, ordinance or other law.
4. By completing and submitting this Application, I specifically authorize AIVIA to transfer and disclose personal or confidential information which I have provided to AIVIA in connection with my application to become an Independent Business Owner and in connection with my Independent Business Owner business and Downline Marketing Organization or that has been developed or provided to AIVIA by me as a result of my activity as an Independent Representative, to its parent and affiliated companies, its partners, licensees, agents and vendors and to other AIVIA Independent Business Owners, who may or may not be in my immediate Upline or Downline, when necessary to ensure proper support for the AIVIA business and to applicable government or regulatory bodies if required by law. I further authorize AIVIA, its parent and/or affiliated companies and other AIVIA IBOs to communicate with me by electronic mail at the email address and/or by text message at the cell number I have entered on the front of the Application. I understand that such emails and /or text messages may include offers and solicitations for the sale and purchase of AIVIA products, sales aids, and services. I further authorize AIVIA to use my personal information for Independent Business Owner recognition and marketing materials and to release my name and telephone number in response to a customer’s request for an Independent Business Owner in my area. If this information is not to be released, I agree to notify AIVIA that I do not want this information released by written notice directed by email to info@aivia.io. I agree to obtain, record, use, hold, transfer, dispose of and otherwise

process personal information about customers, other AIVIA Representatives or any other person (however and whomever obtained from) only in accordance with the Agreement. Unless otherwise provided by AIVIA, I understand that I may only use such personal information for my AIVIA business and for no other purpose(s); I must comply with the IBO obligations regarding privacy and data security as set forth in the Agreement; and I must comply with like privacy and data security obligations to those imposed on AIVIA under applicable laws in respect to such information.

5. I authorize AIVIA to use my name, voice, video and photographs, personal story and/or likeness in advertising/promotional materials, and grant AIVIA INTERNATIONAL, INC. an indefinite royalty free license to use all photographs, video and other images submitted by me to AIVIA; I waive all claims for remuneration for such use. This authorization and waiver of all the claims shall survive the termination of this agreement.
6. I may terminate this Agreement for any reason, at any time, by giving AIVIA prior written notice at its address of record. AIVIA may terminate this Agreement pursuant to the AIVIA Policies and Procedures or in the event that I breach any part of this Agreement.
7. I ACKNOWLEDGE THAT AS AN IBO, I AM NOT GUARANTEED ANY INCOME NOR AM I ASSURED ANY PROFITS OR SUCCESS, AND I CERTIFY THAT NO CLAIMS OF GUARANTEED PROFITS OR REPRESENTATIONS OF EXPECTED EARNINGS THAT MIGHT RESULT FROM MY EFFORTS AS AN IBO HAVE BEEN MADE BY AIVIA OR MY SPONSOR. SIMILARLY, I SHALL NOT REPRESENT DIRECTLY OR INDIRECTLY THAT ANY PERSON MAY, CAN, OR WILL EARN ANY STATED AMOUNT OR THAT ANY IBOs ARE GUARANTEED SUCCESS.
8. I understand that the AIVIA Products are offered in different markets on terms and at rates determined by AIVIA or AIVIA Providers, and that the markets where the products are offered and the terms and conditions or prices thereof may change from time to time without notice.
9. This Agreement shall become effective upon acceptance by AIVIA and continue for an initial term of one (1) year unless sooner terminated as permitted herein. My relationship with AIVIA may be extended for additional one year periods by my agreement to the then current AIVIA IBO Terms and Conditions. However, those rights and obligations which by the IBO nature are intended to survive termination of this Agreement shall survive, including without limitation the provisions governing dispute resolution, indemnification, non-solicitation and confidentiality.
10. In the process of selling or otherwise promoting the AIVIA Products, I agree that I will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the AIVIA Products or about the various relationships between AIVIA, the AIVIA Provider(s) and me.

11. I understand that during any investigation by AIVIA with respect to my breach of this Agreement or my conduct as an IBO, my IBO position status may be suspended by AIVIA and any AIVIA Payments which may be otherwise owing to me shall be held until final resolution has been achieved. I acknowledge that in the event AIVIA determines that I have violated this Agreement, including the AIVIA Policies and Procedures or the AIVIA Compensation Plan, AIVIA may terminate this Agreement and deactivate my IBO position, in which event I will not be entitled to any AIVIA Payments or further commissions or compensation of any kind.
12. I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products marketed by AIVIA and/or the AIVIA Vendors, including but not limited to, all applicable anti-spam legislation and obtaining and maintaining any and all permits and licenses required to perform under this Agreement and I understand that I will be personally liable for any fines and other expenses incurred by AIVIA, any AIVIA Company or any AIVIA Vendor as a result of any failure to do so. I specifically represent and warrant that I shall not engage in the slamming of a customer.
13. IN NO EVENT WILL AIVIA, ANY OTHER AIVIA COMPANY OR ANY OTHER AIVIA PROVIDER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE), ARISING OUT OF ANY CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR THE DELAY, ACT, ERROR OR OMISSION OF AIVIA, ANY AIVIA COMPANY OR ANY AIVIA PROVIDER, OR THE DELIVERY, NONDELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY AIVIA, ANY AIVIA COMPANY, OR ANY AIVIA PROVIDER, EVEN IF AIVIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. OTHER THAN THE RETURN RIGHTS DESCRIBED HEREIN, AIVIA, THE OTHER AIVIA COMPANIES AND AIVIA PROVIDERS MAKE NO EXPRESS WARRANTIES, AND THERE ARE NO IMPLIED WARRANTIES. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AIVIA, ANY AIVIA COMPANY, ANY AIVIA PROVIDER, OR THE IBO AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE FOREGOING WARRANTY.
15. AIVIA shall periodically make various sales literature, promotion materials, training and other products available for my use in conducting my business as an IBO. I, however, am under no obligation to purchase any quantities of those materials or services at any time. Rather, I will have the option to order and purchase any materials or services

which I may choose. If I choose to purchase such materials then I may return any unused, unopened and currently marketable items for up to one year and receive a refund of 90% of the purchase price. I will be responsible for the cost of shipping said materials to AIVIA.

16. I acknowledge that I have the right to acquire as many personal customers as I wish. For each personal customer acquired, I will be eligible to receive a bonus from my personal customers' purchases of AIVIA Products and Services from purchases of products and services from personal customers in my network of IBOs in accord with the currently valid AIVIA Compensation Plan. I understand that eligibility to receive Bonuses is conditioned upon being an active IBO with a valid Agreement in effect on the date such compensation is scheduled to be paid. AIVIA reserves the right to vary or change eligibility as set out in the AIVIA Compensation Plan. Any other payments I receive will be based upon fulfilling certain terms of qualification as set forth by the AIVIA Compensation Plan. I agree that as a AIVIA IBO, I shall place primary emphasis upon the sale of AIVIA Products to customers.
17. I agree to indemnify and hold AIVIA, the other AIVIA Companies, the AIVIA Vendors and the IBO respective shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or omissions in connection with this Agreement.
18. This Agreement shall be governed by the laws of the state of Arizona and the Federal Arbitration Act, as specified in AIVIA Policies and Procedures. In the event of a dispute between AIVIA and me as to our respective rights, duties and obligations arising out of or relating to this Agreement, it is mutually agreed that such disputes shall be exclusively resolved through the process and according to the provisions specified the AIVIA Policies and Procedures ("Dispute Resolution Provisions"). AIVIA and I agree that, notwithstanding Section 18 below, to the extent of any inconsistency, the Dispute Resolution Provisions in the AIVIA Policies and Procedures shall control. The Dispute Resolution Provisions require, without limitation, and except as otherwise expressly stated, that AIVIA and I will resolve all disputes through binding arbitration before the American Arbitration Association pursuant to the Commercial Rules of Arbitration. Both AIVIA and I agree that all disputes will be resolved on an individual basis and that each may only bring claims against the other in an individual capacity (and not as a claimant or class member in any purported class or representative proceeding).
19. I acknowledge that AIVIA fully reserves its right to amend this Agreement at any time by notifying me of the changes, including by posting the revisions on the AIVIA website (Aivia.io). Any changes to this Agreement made by AIVIA may apply: (1) upon the date of execution or posting of the amended Agreement on the AIVIA website, or (2)

prospectively to some specified date in the amendment. Any such changes are incorporated as part of this Agreement. No amendment shall apply retroactively. This Agreement, including the Terms and Conditions, the AIVIA Policies and Procedures and the AIVIA Compensation Plan which have been incorporated herein by reference, constitutes the entire agreement between the parties hereto and shall not be modified or amended except as described herein. In the event of a conflict between the Terms and Conditions and the AIVIA Policies and Procedures or the AIVIA Compensation Plan, the Terms and Conditions shall control. For purposes of this Agreement, my address as submitted by me with this Agreement shall be deemed to be my correct address unless and until notification of a change of address is provided by me to AIVIA.

20. I understand that I may not assign this Agreement without the prior written consent of AIVIA, which may be withheld, conditioned, or delayed in AIVIA's sole discretion. This Agreement shall be binding upon and inure to the benefit of heirs, successors and permitted assigns of the parties hereto. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform this Agreement to the extent necessary to render the otherwise unenforceable provision or portion thereof valid and enforceable.
21. I acknowledge that I may receive proprietary and confidential data or information of AIVIA and/or AIVIA Provider(s) which is not publicly known or available to the competitors of AIVIA or AIVIA Providers, including but not limited to information about AIVIA Products, customers, and IBOs ("Confidential Information"), and I agree that I shall treat such Confidential Information as strictly confidential and that I may not, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by AIVIA in writing. I represent and warrant that I will comply with all AIVIA policies and procedures relating to confidential and proprietary information, and I agree that all prohibitions against disclosure of Confidential Information shall survive the termination of this Agreement.