

# Internet Reseller Program

**Synergy WorldWide is pleased to provide clear and easy-to-follow guidelines for Team Members who are growing their business online.**

The internet is now an essential part of building a successful business, and Synergy WorldWide wants to make it easy for Team Members to turn a profit on the Web. The Internet Reseller Program helps you quickly gain approval for your website and stay compliant as your business thrives online.

All Team Member websites must comply with these policies, including those sites now in existence. This includes submitting a completed Internet Reseller Application form and receiving approval in writing from Synergy WorldWide. You can find the Internet Reseller Application form in the Resources section of Synergy Pulse.

Once your site has been approved, you will receive a custom “Synergy Internet Reseller” logo that you will display on each page of your website. This logo will include a license number unique to you and is a badge of assurance for your customers that your site is in compliance with company rules and regulations. There will be an annual fee of \$199 to continue participating in the Internet Reseller program.

Those with MySynergy.net sites created through Synergy WorldWide don't need to do anything—your sites are already in compliance with these guidelines.

Team Members with existing websites should immediately fill out the Internet Reseller Application form and submit their site content for approval. Failure to obtain approval for your site can result in disciplinary action, up to and including termination of Team Membership. So please don't delay getting your site approved!

Synergy WorldWide expects each application to be processed within 10 business days, though timelines may fluctuate depending on the number of applications received at any particular time. This program and its conditions are part of the Synergy WorldWide Policies and Procedures, which are agreed to upon enrollment in Synergy WorldWide as an Independent Team Member.



## Key Internet Reseller Policies

**To get your site approved to resell Synergy WorldWide products on your independently produced website, just follow these simple steps:**

- Be in good standing with the company
- Submit your proposed website content for review and approval, along with your Internet Reseller Application and funding for the \$199 application fee
- Display your custom “Approved Internet Reseller” logo on each page of your website
- Market and sell all Synergy products at the retail price of each product or pack or higher
- Do not advertise free benefits
- Abide by all existing internet sales policies, including control of claims, not selling through auction websites, not using Synergy protected names, only selling product in the country of origin, etc.

*NOTE: Those with existing websites must submit those sites for approval and comply with the key policies listed above.*

## Current Policies that relate to Internet business:

**Customer Sales:** Synergy unilaterally has adopted the policy that any Team Member, regardless of rank or geographic location, that sells or advertises products to retail customers, in any form or combination, via the Internet, at a price that is below the current individual or product pack retail price (as published by Synergy), will be subject to membership termination. Notwithstanding this policy, a team member may sell products to a Preferred Customer, as defined by Synergy, at or above the current individual or product pack wholesale price (as published by Synergy).

Synergy representatives and employees are strictly prohibited from discussing the application or interpretation of this sales policy, or of any other pricing practices, with any Team Member. Further, our representatives and employees are strictly prohibited from seeking or accepting any assurance of compliance with the policy from a Team Member. All questions regarding the application or interpretation of this policy should be directed, in writing, to Synergy Global Distributor Compliance.

Synergy has adopted this policy unilaterally and has not and will not enter into any agreement with Team Members on issues subject to this policy. Synergy does not seek any complaints or comments from its Team Members about the pricing practices of any other Team Members. Further, Synergy will not, under any circumstances, discuss the business dealings of any Team Member as they relate to this policy with other Team Members. In addressing violations of this policy, Synergy reserves the right to change, amend or discontinue this policy at any time, and no Team Member has any right to rely on the continued existence of this policy or any effort by Synergy to enforce its terms and conditions.

Synergy reserves the right to choose those Team Members with which it will do business and the right to accept or reject any product order from any Team Member at any time.

**Income and Opportunity Claims:** No unreasonable, false, misleading claim or other misrepresentation of earnings or potential income may be made by a Team Member. Income guarantees or expectations of any kind are prohibited, as is disclosure or exhibition of actual or copies of bonus checks or similar evidence.

Use of specific dollar claims or "average" earnings claims are prohibited.

Members determined to be participating in these activities will be terminated.

**Marketing and Product Sales Claims:** A Team Member shall not make any unauthorized representation or sales offers regarding Synergy, its Marketing Plan or any of the Synergy WorldWide products including membership fees, medicinal claims, therapeutic claims, or any other representation contrary to that provided by Synergy WorldWide.

All Marketing and Product Sales representations must be complete, accurate, and truthful as to grade, quality, performance, and availability. A Team Member can never prescribe Synergy products as suitable for the treatment of any ailment. Appropriate Marketing Plan and product information is contained in approved Corporate literature from Synergy.

**International Sales:** A Team Member may not sell any Synergy products in countries, territories, or areas where the sale of such products is not authorized by Synergy. A Team Member may purchase products exclusive to a particular market while in that market, but may not resell these products in another market. A Synergy product may only be sold in the market for which that product is authorized. For example, product shipment by an Independent Team Member from the U.S. into Canada is restricted.

**Self-Produced Promotional Items:** Synergy prohibits Team Members from producing promotional items for resale, without prior written approval of Synergy Global Compliance.

Federal and state laws require that any materials created independently or derived from Synergy's materials (collectively, "Independently Created Advertising Materials") be used in a manner that does not infringe or dilute the trademarks and rights of Synergy or any third party, does not infringe the copyrights of Synergy or any third party, and does not make any false or misleading claim about Synergy or the products advertised.

Independently Created Advertising Materials are solely the responsibility of the Team Member who creates them and any person who uses them. Synergy disclaims any right or obligation to control the content of Independently Created Advertising Materials in any medium, including print, television, radio and the Internet. Synergy will not indemnify any Team Member against any claim that Independently Created Advertising Materials violate the rights of any third party. Synergy, however, retains the right to demand that a Team Member cease the use of or modify any Independently Created Advertising Materials if, in the judgment of Synergy, such materials violate the law, Synergy's rights or the rights of any third party.

**Advertising:** Synergy encourages Team Members to promote Synergy's products and marketing opportunities pursuant to appropriate guidelines. Failure to follow the guidelines can result in damage to the reputation of Synergy and its products and can trigger undesirable publicity and possible legal action.

When advertising Synergy products, a Team Member should take special care that they operate and clearly designate the business as independent from Synergy. Thus, Team Members should identify themselves in the following format: "John/Jane Doe, Synergy WorldWide Independent Distributor." Team Members must use Synergy's "Independent Distributor" logo anytime they are referring to their Synergy business. This logo may only be used with Synergy products and not with any competitor's products or services.

When advertising Synergy products, Team Members may not make inappropriate claims about the products. An example of an inappropriate claim would be: "Synergy's Germanium Plus will help cure cancer." Instead, one may discuss the product as it relates to the system or organ of a person's body. An example of a lawful statement would be: "Synergy's Germanium Plus may nutritionally support or aid the immune system."

A Team Member may not advertise free benefits on their independently produced websites. All independently produced websites must be registered in the Internet Reseller Program and abide by the terms therein, as well as all other policies and procedures.

All trademarks, logos, literature, and forms produced or owned by Synergy WorldWide remain the property of Synergy. Synergy literature or logos for advertising use can be acquired from the Customer Service Department or downloaded by accessing Business Manager.

Any legal claim made against a Team Member as a result of their use of advertising materials created by Synergy must be reported to Synergy Global Compliance immediately.

**Intellectual Property Usage:** A Team Member may not use Synergy's intellectual property including, but not limited to, copyrights, trademarks, logos, or trade secrets, or any distinctive slogan or phrases used by Synergy to promote the Team Member business except as authorized herein. Furthermore, a Team Member may not obtain, through use or filing for a trademark or copyright application, any right, interest or title to the name, trademarks, logos, or trade secrets of Synergy and its products. If Synergy should decide to change or abandon any of its names or trademarks, each Team Member must also change or abandon such name or trademark.

**Internet Use:** We strongly encourage the use of our "MySynergy" replicated websites; however, Team Members may use the internet to promote the Synergy opportunity and products by creating an independently produced website.

The website may not use any Synergy name(s), trademarks, logo(s), or product name(s), or any

name that otherwise does not comply with these Policies and Procedures, in the URL address or domain name.

The website may not give to any users the impression or any reason to believe that they have reached the Synergy WorldWide Website. The website must state clearly and conspicuously that it is owned and operated by an independent distributor of Synergy and that Synergy is not liable for any statement, omission, or misrepresentation in the website.

Any time the words "Synergy WorldWide" or "Synergy" are used as a title on the Website, they must be preceded by the words "Independent Distributor" or "Independent Team Member" to read "Independent Team Member of Synergy WorldWide" or "Independent Team Member of Synergy." All Team Members who want to use a Synergy logo must use Synergy's Independent Team Member logo, not Synergy's Corporate logo. A Team Member must use the Synergy Independent Team Member logo on every page of their website. This logo can be downloaded from Business Manager.

A Team Member's website must accurately display any applicable trademarks owned by Synergy WorldWide. Team Members are responsible to make all changes to reflect the latest use of Synergy names, logos, and trademarks.

A Team Member may not advertise on the internet by purchasing space on any other web page such as a search engine or commercial website (i.e. eBay stores). Synergy products may not be marketed in conjunction with similar or competing products from any other company. This includes web-based catalogs, marketplaces, eBay, etc.

A Team Member may not use mass e-mailings to promote the Synergy opportunity or products. Synergy Team Members are encouraged to follow all internet etiquette and applicable regulations and to be good "net" citizens. These Policies and Procedures, including the advertising and marketing guidelines and restrictions regarding not practicing medicine or diagnosing, apply to communications sent via e-mail. While Synergy cannot monitor your e-mail, government authorities may. A breach of the law can also result in immediate termination of a Synergy Team Membership.

All advertising and marketing guidelines under the Policies and Procedures also apply to a Team Member's use of the internet to sell Synergy products or advertise or advance the Team Member's business, including those regarding not practicing medicine or diagnosing.

Synergy reserves the right to restrict certain products from being sold through independently produced websites at the company's sole discretion.

When providing a link to the Synergy WorldWide corporate website, Team Members must clearly state that the user is leaving the Team Member's personal website and being directed to the Corporate website. Framing of any part of Synergy's website is strictly prohibited.

Team Members must present a look and feel distinctly unique from that of the Synergy WorldWide corporate website, preventing the average web user from assuming the personal website was produced by Synergy Corporate.

Team Members must not register any trademarks or names of third parties, especially of companies competitive with Synergy, as meta-tags with internet search engines. Such action is a violation of federal law, and is also cause for disciplinary action and termination of your Synergy Team Membership.

All Team Members shall be solely responsible for any liability or damages caused by their utilization of a website to further their Team Membership's business.

Synergy reserves the right at any time to prohibit the advertising and marketing of any or all of its products or services over the internet.

Any Team Member's website that does not comply with these Policies and Procedures may result in disciplinary action against the Team Member, including termination of their Team Membership.

**Internet Auction Sites:** Team Members may not sell Synergy products on eBay, Amazon, or any other Internet auction/shopping site.