

TERMS AND CONDITIONS

- 1. APPLICATION TERMS:** APPLICANT applies for acceptance and authorization to conduct activities as a Member in ZYMA's (multi-level marketing program). ZYMA reserves the right to accept or reject APPLICANT's application for any reason. In the case of a rejection, APPLICANT agrees not to conduct any activities there forth as a ZYMA member, including the sale of ZYMA products.
- 2. AUTOMATIC RENEWAL TERMS:** Upon acceptance as a Member by ZYMA, APPLICANT is authorized as a Member for one calendar year. ZYMA will automatically renew Member authorization annually by debiting the Member's account on file in the amount of \$29, unless the Member notifies ZYMA in writing prior to the anniversary date that he/she desires to cancel the Distributorship.
- 3. BINDING:** APPLICANT agrees to be bound by the terms of this agreement, the ZYMA Compensation Plan and ZYMA's Policies & Procedures, all of which are incorporated herein by reference and made a part hereof for all purposes. The Compensation Plan and the Policies & Procedures will be posted and available on the ZYMA website at all times as of October 14 ,2019.
- 4. INDEPENDENT CONTRACTOR:** APPLICANT is and, as a Member, will be an independent contractor and understands that this agreement does not create an employee-employer relationship, partnership, joint venture, or agency. APPLICANT has and will have no authority to bind ZYMA to any obligation and may not represent that it has such authority. APPLICANT is responsible for all applicable income, sales, social security, unemployment or other tax, license, or fee arising out of APPLICANT's activities hereunder.
- 5. USE OF TRADEMARK:** APPLICANT agrees that no member may produce, promote or use materials of any kind describing ZYMA's name, programs, products, and trademark, copyrighted, or otherwise protected materials without written consent from authorized ZYMA personnel, unless permitted in ZYMA's policies.
- 6. COMPENSATION & SALES TERMS:** APPLICANT agrees that compensation is only paid for sales of product to customers, commissions, and bonuses as defined in the Policies and in the ZYMA's Compensation Plan.
- 7. ASSIGNMENT OF AGREEMENT:** APPLICANT understands that sale or assignment of this agreement or membership authorization is prohibited, unless approved in writing by a ZYMA officer.
- 8. ACKNOWLEDGEMENT OF LEGAL AGE:** The undersigned certifies that he/she is of legal age and is authorized to bind APPLICANT to the terms of this agreement and ZYMA's Policies and Procedures.
- 9. CHOICE OF LAW:** Any disagreement or claim between the parties hereto, as well as the interpretation & enforcement of the rights and duties of each party, shall be governed by and construed in accordance with the laws of the State of California, except where the laws of your state expressly require the application of its law.
- 10.** Any action arising under or related to this agreement shall be brought in the State of California.
- 11. COMMISSION QUALIFICATIONS:** All terms for qualifications and rights to commissions and bonuses will be stipulated in ZYMA's Compensation Plan.
- 12. RIGHT OF MEMBER TO CANCEL:** Members have the right to cancel their membership agreement at any time and for any reason by notifying ZYMA in writing. Canceling members may be entitled to a refund of their RETURNED initial ZYMA Starter Kit, excluding shipping, in accordance with ZYMA's Policies & Procedures.
- 13. NON-COMPETITION:** Members may not sell similar or competitive products or services or any other multilevel marketing opportunity to other ZYMA members or Preferred Customers.
- 14. CONFIDENTIALITY & TRADE SECRETS:** APPLICANT agrees not to use confidential ZYMA information, as defined in ZYMA's Policies & Procedures, for any reason other than to grow his/her ZYMA business. APPLICANT agrees not to disclose confidential information to compete with ZYMA or to recruit or solicit other ZYMA members or Preferred Customers to participate in other multi-level marketing ventures.
- 15. RIGHT TO REQUIRE COMPLIANCE:** ZYMA may waive any of its rights as set forth by this agreement and may waive any member's failure to comply with his/her obligations as required by this agreement. No such waiver shall not be construed as a waiver of ZYMA's right to exercise any other right, nor as a waiver of any member's subsequent or other failure to comply.
- 16. WAIVER OF MEMBER DEFAULT TERMS:** No waiver by ZYMA with respect to any default by any member, nor failure to act upon the default of any member, shall be construed as a waiver of any subsequent default.
- 17. COMPANY RIGHT TO CANCEL:** ZYMA may cancel any membership at any time if the member violates the terms outlined in either this agreement, ZYMA's Compensation Plan, or ZYMA's Policies & Procedures.
- 18. COMPANY RIGHT TO AMEND & REVISE AGREEMENT:** ZYMA reserves the right to change the terms of the Compensation Plan and the Policies & Procedures in its sole discretion, and APPLICANT agrees to be bound by such changes. Notice of the changes will be posted on the website within 30 days of coming into effect.
- 19. COMPANY RIGHT TO USE PERSONAL INFO:** I authorize ZYMA to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- 20. COMPANY PERMISSION TO CONTACT:** Applicant gives ZYMA and its members permission to contact Applicant regarding any matter related to Applicant's membership with ZYMA.

By signing your initials here you understand and accept the Terms and Conditions of this Agreement.

INITIALS