

Terms & Conditions

The Application & Agreement, Policies & Procedures and Compensation Plan are specifically incorporated herein by reference. They, along with these Terms & Conditions, form the Agreement between: Beyuna BV ("BEYUNA") and the Independent Sales Representative. They shall be effective only upon acceptance by Beyuna, at its principal office:

Beyuna B.V.
Paasheuvelweg 26
1105 BJ Amsterdam
The Netherlands
Tel: +31 (0)203033890
Email: info@beyuna.com

Independent Sales Representative AGREES:

- 1.** Independent Sales Representative is of legal age in the state/province or country in which he/she resides. The minimum age to become an Independent Sales Representative of Beyuna is 18 years.
- 2.** Any Independent Sales Representative who sponsors another Independent Sales Representative or receives a Bonus or Commission on the product sales of another Independent Sales Representative must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of a product or service to the ultimate consumer and in the training of those personally sponsored. Independent Sales Representative must have ongoing contact, communication and arrangement with his or her sales organization. Examples may include, but not limited to: email, newsletters, correspondence, meetings, telephone contact, accompanying individuals to Beyuna training sessions and sharing genealogy information with those sponsored. Independent Sales Representative should be able to provide evidence to Beyuna of ongoing fulfillment of sponsor responsibilities.
- 3.** Independent Sales Representative understands that he/she is not compensated for sponsoring other Independent Sales Representatives but earns compensation solely on the sale of products and/or services to ultimate consumers.
- 4.** Applicant is, upon acceptance, an "Independent Contractor", hereinafter Independent Sales Representative, conducting business for her/his own account and not as an agent, employee, or franchisee for Beyuna. All Independent Sales Representatives should consult their attorney or tax consultant for information on monies earned and where received. The Independent Sales Representative further understands that he/she will not be treated as an employee in regard to any laws covering employees. An Independent Contractor shall be responsible for obtaining all licenses required by law in whatever Country in which they reside, and pay all applicable fees and taxes.
- 5.** Independent Sales Representative agrees to accept the sole responsibility for all self-employment and all legal income and sales taxes and any other taxes on income earned as an Independent Sales Representative.
- 6.** Independent Sales Representative agrees that Beyuna is not be liable for income taxes (inkomstenbelasting) sales taxes (BTW) or other fees pertaining to sales and earnings of a Independent Sales Representative and Independent Sales Representative will hold Beyuna harmless from all of same.

- 7.** Independent Sales Representative SHALL NOT promote or sell other companies' sales programs, products or company functions on websites where Beyuna is mentioned, or use the Beyuna forms or printed materials or its name, prestige, or drawing power in conjunction with or in support of any other activities.
- 8.** Independent Sales Representative shall not sponsor or attempt to sponsor another Beyuna Independent Sales Representative into another Direct Sales and/or Network Marketing Company except for her/his personally sponsored Independent Sales Representatives. In addition, no Independent Sales Representative shall participate in any action that causes an Independent Sales Representative to be sponsored through someone else into another company.
- 9.** Independent Sales Representative will make no claims as to income potential either written or oral except those prepared by Beyuna for illustration purposes only.
- 10.** Independent Sales Representative will not make any claims of any kind pertaining to the benefits of Beyuna's products and services except those given in official Beyuna promotional media. When presenting the Beyuna program to others, Independent Sales Representative shall present the program in its entirety, without omission, distortion or misrepresentation.
- 11.** Independent Sales Representative shall not represent or imply, directly or indirectly, that Beyuna has been approved or endorsed by any governmental agency. (Government regulatory agencies do not approve or endorse any marketing company product or programs.)
- 12.** Independent Sales Representative will indemnify and hold Beyuna harmless from any and all claims, expenses, costs, causes of action and damages resulting from or growing out of Independent Sales Representative statements or actions in violation of this agreement.
- 13.** Should Independent Sales Representative be terminated for cause, Independent Sales Representative's sales organization may be transferred to his/her first active upline Independent Sales Representative at Beyuna's sole discretion.
- 14.** I understand that at least 70% of all of Distributor's wholesale purchases must be resold to customers that are not Independent Sales Representatives of Beyuna and that I will not purchase products solely for qualification for a higher position, bonus or commissions.
- 15.** The terminated Independent Sales Representative will be eligible to reapply and may choose a new sponsor after one (1) year. A terminated Independent Sales Representative that reenters the program may not sponsor any of her/his original downline organization.
- 16.** Independent Sales Representative understands that Beyuna does not permit changing of sponsors. Network Marketing is a business of creating relationships. Once an Independent Sales Representative is sponsored, Beyuna believes in maximum protection of that relationship.
- 17.** Independent Sales Representative hereby supplies Beyuna with his/her signature for Company files and understands that this signature is the signature of record for all debit card and any future credit card transactions.

- 18.** Independent Sales Representative without a sales tax ID number authorizes Beyuna to remit to proper agencies the sales/use tax generated as a result of Independent Sales Representative's product sales.
- 19.** Independent Sales Representative understands that Beyuna will provide Independent Sales Representative a replicated Web Page, when available as part of Beyuna FIRST BUSINESS PACKAGE. Beyuna will deliver all Beyuna FIRST BUSINESS PACKAGE items upon receipt of good funds.
- 20.** As an Independent Contractor, Independent Sales Representative is aware of the contractual obligations that occur when she/he purchases products or services from Beyuna. Independent Sales Representative understands that he/she maintains a greater responsibility when ordering on a credit card account as an informed Independent Sales Representative than when ordering as a customer. Independent Sales Representative therefore waives the right of cancellation or refund on any order placed on his/her credit card account(s) except directly through Beyuna. Any order returns, refunds or exchanges shall be done through Beyuna and not through any credit card company.
- 21.** In the event that any check (monies) by any method is returned unpaid, I authorize Beyuna to debit my account for the face amount plus up to a 10% failed payment processing fee. If said amount remains unpaid, I understand that I could lose my current status and that until my account is brought current I could forfeit certain rights and privileges, including commissions.
- 22.** Beyuna will pay Independent Sales Representative commissions and bonuses on orders received and accepted for sale of products to the ultimate consumer (not sales aids) made by Independent Sales Representative and his/her sales organization under the terms of Beyuna's Compensation Plan.