

## **Abia Health Policies and Procedures**

We want all Achievers to be successful!

These Policies & Procedures are effective September 15, 2015/Revised 4/27/17.

### **Code of Ethics**

- Be active Abia Health product users and promoters
- We are a low pressure company. Don't pressure anyone to buy or try Abia Health products.
- Promote and live a healthy lifestyle to the best of your ability
  - When dealing with customers, give them a reason to tell others great things about you and Abia Health
- Be professional, ethical, moral, and don't do anything illegal.
- Be truthful and accurate when representing Abia Health, Abia Health Products and the Abia Health opportunity
- Be courteous, respectful, honest, and fair to Customers and other Achievers
- Be supportive and encouraging to other Achievers
- Protect confidential information
- Abide by the Abia Health Policies and Procedures
- Don't do anything in a manner that would reflect poorly on Abia Health, yourself or other Achievers
- Don't allow yourself to get in situations where others might make negative assumptions about your morals, intentions, or integrity
- Don't make unapproved or false claims about Abia Health's Products or Business Opportunity
- Don't involve yourself in any deceptive or illegal activities
- Don't try to persuade or encourage existing Achievers from another team, or existing Abia Health customers to join your team
- Don't engage in negative conversation or talk negatively about fellow Achievers or Customers.
- Don't try to manipulate the Compensation Plan in any way

## **Abia Health Policies and Procedures**

These Abia Health Policies & Procedures (“Policies & Procedures”) are effective and binding upon Achievers of Abia Health, LLC which, will be referred to from this point forward as “Abia Health.” Abia Health’s mailing address is 1636 Popps Ferry Road #M9 Biloxi, MS 39532. An Achiever’s activities on and after the effective date must be in line with these Policies & Procedures.

These Policies & Procedures, and the Achiever’s Compensation Plan together, form a legally binding contract (“Contract”), upon each Achiever and Abia Health.

By accepting these Policies and Procedures in the online enrollment process, an Achiever chooses to enter into the Contract with Abia Health.

The Contract governs the way an Achiever conducts business with Abia Health, other Achievers and customers. An Achiever agrees to abide by the current Contract, as currently published, and any amendments made to the Contract. Any interpretation, clarification, exclusion, or exception to the Contract must be in writing and signed by an authorized officer of Abia Health in order to be effective.

Where the text of the Contract permits, the singular use of a word includes the plural and vice versa. In addition, one gender includes any gender. All dollar amounts are United States Dollars unless indicated otherwise. In the event of conflict between the United States English language version of the Contract and any translated or foreign language version of the Contract, the United States English version shall control.

### **Section 1:**

#### **Achiever TERMS**

1. Requirements to become an Achiever:
  - a. Be of the age of Majority
  - b. Have a valid Social Security number or Federal Tax ID number.
  - c. Submit a completed and signed online Application and Agreement to Abia Health.
2. To become an Achiever you are required to pay a \$25 annual membership fee which will be charged annually on the anniversary of you becoming an Achiever.
3. Abia Health Achievers may own or operate only one Membership account. Achievers shall provide, upon request, all relevant information regarding beneficial interests in any Abia Health business entity.
4. Achievers are independent contractors and are not purchasing a franchise or a business opportunity. The agreement between Abia Health and its Achievers does not create an employer/employee relationship between the Company and the Achiever. Achievers shall not be treated as employees for their services or for federal or local tax purposes. All Achievers are responsible for paying ALL local, state, and federal taxes due from all compensation earned as an Achiever of the Company. All Achievers are also responsible for all applicable taxes for retail sales. The Achiever has no authority to bind the Company to any obligation. Each Achiever shall establish his or her own goals and hours, and comply with the terms of the Agreement, Policies and Procedures, and all applicable laws.

5. Once an Abia Health Application and Agreement has been accepted by Abia Health, the benefits of the Compensation Plan, the Agreement, the Achiever Facebook Group, and all of the Abia Health Help Resources are available to the new Achiever. These benefits include the right to:

- a. Purchase the Great Abia Health products at wholesale prices
- b. Develop a Customer base and profit from Retail Sales
- c. Participate in the Abia Health Compensation Plan (if eligible)
- d. Sponsor other individuals as Achievers into the Abia Health business
- e. Receive a replicated website to promote the Achiever's Abia Health business
- f. Receive communications from Abia Health
- g. Receive great customer service from Abia Health
- h. Be able to participate in contests sponsored by Abia Health, LLC

6. Autoship is available to Abia Health Achievers and Customers. However, Autoship is not required. There is a \$72.00 monthly minimum in store sales required to qualify for commissions. Those sales can come from drop shipments, retail sales or personal purchases. Autoship is not required for retail customers. If an Achiever or a Retail Customer are on Autoship and decide to cancel or change their Autoship, the change must be made at least 3 full business days prior to the date the Autoship is scheduled to run.

7. Every Achiever who sponsors another Achiever agrees to perform assistance and training to ensure that his or her downline is properly operating his or her Abia Health business. Achievers are required to have contact with the Achievers in their downline. Achievers are required to train their downline with product knowledge, sales techniques, and Policies and Procedures.

8. Sponsor changes are not permitted. An Achiever may change organizations by voluntarily cancelling his or her Membership and remaining inactive (no purchases of Abia Health products) for three full months. Following the third-month of no purchases, the former Achiever may reapply under a new sponsor if desired. Downline placement change is not allowed unless deemed necessary by Abia Health. If an Achiever does not have a sponsor Achieve Health will assign said Achiever a sponsor. All personally enrolled Achievers will be on their sponsor's first level.

9. Abia Health strongly encourages the retailing of its products and services through person-to-person contact and through the Abia Health website. In an effort to reinforce this method of marketing and to provide fairness for all Achievers, Abia Health does not allow Achievers to sell or advertise Abia Health products below suggested retail in any establishment.

10. Achievers shall guard and promote the good reputation of Abia Health and its products. All marketing and promotional materials shall stay away from discourteous, deceptive, misleading, unethical, or questionable conduct or practices. Achievers are required to submit all marketing and promotional materials to Abia Health for approval prior to publishing the materials. Unless the Achiever receives approval to use the material, the request shall be considered denied. This written approval will be in the form of an email.

11. In ALL promotional materials, the Achievers shall identify himself or herself as an Independent Distributor of Abia Health. An Achiever can NEVER publish a price for Abia Health products at a price below the suggested retail price. However, Achievers may sell Abia Health products for a discounted price or give them away. Advertising below the suggested retail price is prohibited.

12. Associates may display Abia Health products at trade shows and expos. Before submitting a deposit for an event, Achievers must contact Abia Health for conditional approval. Abia Health's policy is to allow only one Abia Health business per event. If more than one business wants to work together, that is permitted. Approval will be given to the first Achiever who submits a request for an event. Approval is given only for the particular event. Any requests to participate in future events must be submitted to Abia Health. This will be handled on a first come first serve basis.

13. Abia Health will not allow the use of its trade names, trademarks, designs, or symbols by any person, including Achievers, without its prior written permission. The name of Abia Health, Abia Health products, and other names that may be adopted by Abia Health are proprietary trade names, and trademarks, of Abia Health. These marks are of great value to Abia Health and are supplied to Achievers for their use only in an expressly authorized manner. All logos and materials placed by corporate in the Achievers Facebook group under files can be used by Achievers.

14. Bonus buying is not allowed. Bonus buying includes the enrollment of Achievers without their knowledge of an Application and Agreement, fraudulent enrollment of an individual or entity as an Achiever or Customer, or under another Achiever's name to qualify for commissions or bonuses.

15. Achievers are not permitted to advertise in the Help Wanted section of media. Under no circumstances shall an Achiever place an advertisement to attract new Achievers that states or suggests that an employment opportunity is available. All advertisements, regardless of the method, must be very clear that the Abia Health program is an opportunity to run your own independent business.

16. Achievers may not respond to media inquiries regarding Abia Health, its products or services, or their independent Abia Health business. All inquiries by any media must be sent to Abia Health. This policy is designed to assure that correct information is provided.

17. Achievers may not re-package, re-label, refill, or alter the labels on any Abia Health product in any way. Abia Health products must be sold in their original containers or packaging only.

18. Each Achiever consents to Abia Health's use of the Achiever's image including, but not limited to: the Achiever's name, photographs, testimonials, title, positions, voice(s), biography, and any film footage, videotapes, recordings, articles, and interviews of the Achiever in any form. An Achiever can withdraw consent by notifying Abia Health in writing and providing at least three (3) month notice before the withdrawal takes effect.

19. Each Achiever agrees that Abia Health may contact the Achiever by the provided telephone number or E-mail address with matters involving his or her Abia Health Business and Achiever status during the term of this Contract. Achievers also agree to accept electronic copies as being the same as the original documents, and that documents, requests, and authorizations submitted electronically on behalf of the Achiever are deemed to have the same force in law as their actual signature. Achievers also agree to have earnings reclaimed by Abia Health from an Achiever's future earnings including, but not limited to:

RMA's, fraud, credit card charge-backs, insufficient fund check returns, Commissions paid in error, and/or disciplinary actions.

20. Abia Health will try to the best of its ability to enforce the Contract on a uniform and nondiscriminatory basis. However, the failure of Abia Health to enforce any part of the Contract with one Achiever does not waive the right of Abia Health to enforce any part(s) with that same Achiever or any other Achiever.

21. Abia Health Achievers shall provide an accurate mailing address. Addresses must meet all postal standards in order to ensure accurate delivery of Abia Health products.

22. If a product is lost in shipping or is not delivered to the Associate in a reasonable amount of time, Abia Health shall reship the product to the Achiever with no additional cost to the Achiever. However, if or when the original product is delivered, the Achiever bears the responsibility of paying for the additional product, or returning the product to Abia Health. Abia Health will only reship product to the Achiever once. Achievers may choose to pay for priority mailing that allows the product to be tracked.

**All shipping will be through USPS or FedEx and charged by weight.**

Shipping times

Domestic: 1 bottle or up to 4 trials – 3 business days

2 or more bottles or 5 or more trials – 2-3 business days

International: Standard – 9-14 business days

Expedited – 3-5 business days

23. If an order is canceled before the product has been shipped and before commissions have been paid, then Abia Health will issue a full refund to the Achiever. However, if the order is canceled and the product is returned after commissions have been paid, then Abia Health shall deduct the commission payout amount for that particular product from the refund, then refund the remaining portion.

24. Abia Health employees are responsible to support and assist Achievers, to avoid conflicts of interest, and to further an Achiever's respect of all Abia Health employees. An Achiever shall not try to Enroll Abia Health employees.

25. In the unfortunate circumstance that married Achievers, or partners who share in an Abia Health Business, get a divorce or dissolve their partnership, Abia Health will continue to treat the Abia Health Business according to the Distributorship ownership that is currently in place until Abia Health receives written notice from both parties involved or a certified court order. The written notice must be signed by all parties and notarized.

26. Upon death, a Membership may pass to successors as provided by law, and, upon Abia Health receiving, from the successor, a certified copy of the death certificate, and will, trust or any other legal document proving the successor's rights and interest. After acceptance by Abia Health, a successor shall be entitled to all the rights of the business, and subject to the obligations of the Contract. The successor will be required to sign a Policies and Procedures agreement.

27. To convey, sell, assign, or transfer an Abia Health Business, an Achiever must contact Abia Health and follow its policies and meet any requirements, as may be amended from time to time.

## 28. Returns

- a. Abia Health offers a trial program for people to try our products prior to making a decision to purchase month supplies. This is what Abia Health offers instead of a “money back guarantee.” We encourage people to try our products first before buying a larger quantity. Abia Health will offer a 90% return policy on items purchased through the website that are returned within 60 days of purchase in resalable condition.
- b. Abia Health Achievers must inform Retail Customers of their right to rescind a purchase or an order within 72 hours. A Retail Customer who makes a purchase has three business days after the sale to cancel the order and receive a full refund.
- c. If a Retail Customer returns a product to the Achiever from whom it was purchased, the Achiever may return it to Abia Health for an exchange or refund (minus shipping and handling). All products returned by Retail Customers must be returned to Abia Health within ten days from the date on which it was returned to the Associate.
- d. Upon cancellation of an Abia Health Achiever’s Agreement, the Achiever may return inventory for a refund if the product is in resalable condition. Upon receipt of the products, the Achiever will be reimbursed 90% of the cost of the original purchase price(s), minus shipping and handling charges. Abia Health will deduct from the reimbursement amount paid to the Achiever any commissions or bonuses that were paid on that particular product(s).

## 29. Unauthorized Claims and Actions

- a. Achievers agree to indemnify Abia Health and Abia Health’s members, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court cost, or lost business incurred by Abia Health as a result of the Achiever’s unauthorized representations or actions. This provision shall survive the termination of this Agreement.
- b. No claims may be made except those contained in official Abia Health literature. No Achiever may make any claim that Abia Health products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Not only do such claims violate Abia Health’s policies, but they potentially violate federal and local laws and regulations.

## SECTION 2:

### Renewal, Resignation, and Termination

1. As part of remaining in good standing, an Achiever must renew their Contract and their Abia Health Business annually. When that renewal takes place will be based upon their initial enrollment date. All Achievers may renew their Abia Health Membership by paying the Renewal Fee of \$25.00. The responsibility to renew their Contract rests with the Achiever; however, the Achiever authorizes that Abia Health may deduct the Renewal Fee from Achiever’s commissions or may process the Renewal Fee payment using the payment method on file with Abia Health. An Achiever who fails to renew his/her Abia Health Business may have their distributorship terminated and/or be removed from the Abia Health database. If an Abia Health Business position is terminated for failure to renew or by voluntary resignation, an Achiever may not be reinstated or regain their Rank or Downline Organization existing at the time of termination, and may not reapply as a new Achiever for a period of three months. Abia

Health will work try to renew each Membership with the Achiever. Cancellation for nonpayment will be a last resort only if Abia Health cannot secure renewal payment from Achiever.

2. Abia Health honors all applicable federal, state, and local laws and regulations governing good business practices. Achievers must adhere to the same ethical business practices. An Achiever agrees to comply with the Contract, all contractual obligations, and any applicable state and federal laws. Any breach or violation of the Contract may be grounds for disciplinary action, including termination, to protect Abia Health, its Achievers and the integrity of the Abia Health Business.

3. An Achiever may, at any time, voluntarily resign as an Achiever. An Achiever, who resigns loses all rights and all interests in the resigned Abia Health Business and to any Downline Achievers. An Achiever who voluntarily resigns may not reapply for a new Abia Health Business or apply to hold an interest in an existing Abia Health Business until three (3) months after Abia Health has finalized the termination. An Achiever may resign voluntarily by submitting to Abia Health a resignation letter signed by the Achiever registered to the account and listing the Achiever name(s); or simply resign by failing to renew their annual membership. An Achiever is not entitled to any renewal or Achieve starter package refund upon resigning. It is the Achiever's responsibility to renew their Membership; Abia Health has no obligation to inform any Achiever of their renewal date or the exact date that a Membership that is not renewed will be terminated or suspended. However, Abia Health will make every attempt to renew all Achiever Memberships.

4. Failure to abide by the Contract may lead to disciplinary action. After a disciplinary action is complete, Abia Health, at its discretion, may announce details of such disciplinary action publicly. Policy violations that do not lead to immediate termination may be dealt with as detailed below. The disciplinary process may involve any one step, some, or all of these steps:

- a. The Achiever may be notified verbally or in writing that the Achiever is in violation of the Contract.
- b. A formal written warning may be sent to the offending Achiever explaining the violation, required corrective action and stating that failure to remedy the stated violation may result in further disciplinary action.
- c. An Achiever may be placed on probation for violating the Contract. The length and conditions of the probation may vary, depending on the circumstances, but may include the denial of access to Downline organizations, Lists, the back office, any Abia Health websites or other restrictions.
- d. Suspension is the temporary withdrawal of an Achiever's license as an Achiever. An Achiever and their Abia Health Business may be suspended for serious violations or breaches of the Contract, and a suspension may last for a period of days or months, depending on each circumstance. Achievers may also be suspended during investigation of potential violations or breaches of the contract. In the event of a suspension, a suspension letter will be sent to the Achiever. This notice will list actions the Achiever must take in order for Abia Health to revoke the suspension, or the issues being investigated. These actions may include the immediate cessation of all violations; the submission of a written statement to Abia Health responding to the suspension; and such other action as may be necessary or requested by Abia Health. An Achiever who fails to respond to a suspension letter may be terminated. An Achiever may appeal a suspension in writing within the time period outlined in the suspension letter. Suspended Achievers are not eligible to receive compensation from Abia Health or participate in any Abia Health

contests, functions or programs. Abia Health reserves the right to withhold compensation until the disciplinary process has been completed to Abia Health's satisfaction. Because suspended Achievers may not place product orders, they will not qualify in the Abia Health Compensation Plan during their term of suspension. Abia Health may qualify an Abia Health Business during the suspension and keep the earned Commissions to offset Achiever-caused damages to Abia Health. Additional administrative processing fees may also be assessed.

e. When a decision is made to protect Abia Health and other Achievers by terminating an Achiever, Abia Health will send notification by mail to the terminated Achiever at the most recent address on file. Upon receipt of notice from Abia Health, the Achiever shall immediately cease all Achiever activities and return all Lists to Abia Health. Notice will be considered received upon delivery, but no later than ten (10) days after mailing.

f. An Achiever may be terminated at any time by Abia Health for cause. An Achiever agrees that Abia Health has the right to take quick action in limiting or terminating an Achiever that is found in violation of the Contract or any state or federal laws, statutes, and/or regulations that pertain to the Abia Health Business. Abia Health also reserves the right to pursue reasonable legal recourse for any such violations, as well as reimbursement from the Achiever for any expenses arising from the violation, including court costs and attorneys' fees.

g. An Achiever who has been terminated involuntarily may appeal the termination by submitting a written explanation, including any circumstances. The Achiever must submit the written appeal within the time period given in the termination letter, but no later than ten (10) days after receiving notice of the termination. Abia Health will review any timely appeal and notify the Achiever of its decision. If the appeal is not received within the given amount of time, the termination will be final.

h. Whether an Achiever of an Abia Health Business is terminated through voluntary resignation or through involuntary termination by Achieve Health, that Achiever's licenses, rights, and privileges are revoked and the Achiever is no longer entitled to sponsor other prospective Achievers, or represent himself/herself as an independent contractor or Achiever of Abia Health, or to receive Commission payments. In addition, a terminated Achiever loses all rights to their Downline and is no longer eligible to receive Commission or any compensation, from Abia Health, nor is the Achiever entitled to any other claim for indemnification with regard to the loss of his or her customer base or any investments made. An Achiever who has been terminated for cause may not reapply for an Abia Health Business for one year following the date of termination.

### **SECTION 3:**

#### **GENERAL TERMS AND CONDITIONS**

1. Abia Health's relationships with its vendors are confidential and exclude Abia Health Achievers. An Achiever at no time shall contact or communicate in any way with any Abia Health vendor.
2. An Achiever agrees that by entering into this Contract, that he or she does not violate any other agreements that he or she has entered into with a third party, and that the Achiever has not entered into any agreement or contract that may include a non-compete clause by any other network marketing company or employer. An Achiever also agrees that he or she has terminated all contracts or

memberships that would prevent them from fulfilling the duties of this Contract. An Achiever also agrees that they will not try to steal any members from former downlines.

a. Multiple Direct Sales Companies (companies offering similar products or services as Abia Health)

Achievers are not permitted to be involved with another direct sales company who offers similar products or services as Abia Health. If an Achiever chooses to be involved with another direct sales company who offers similar products or services, they will forfeit their right to ALL commissions, access to their back office, and their ability to buy and sell Abia Products. Involvement with another company that offers similar products or services as Abia Health is grounds for immediate termination of Achiever status.

3. Abia Health may amend the Contract, the Policies & Procedures and the Abia Health Compensation Plan at any time and changes will be effective and binding seven (7) days after appearing on the Abia Health official website or in an official Abia Health email. An Achiever that continues his or her Abia Health Business and/or taking any earnings from the Abia Health Compensation Plan shows acceptance of the Contract, including any and all amendments made.

4. Regardless of the form of claim, whether in tort, contract, or other, Abia Health and its officers, employees, and agents shall not be liable for any consequential, incidental, special, or punitive damages, including lost profits, for any claims by an Associate. No legal action may be brought by either party to the Contract more than six (6) months after the event giving rise to the cause of action has occurred.

5. This Contract shall be governed by the law of the State of Mississippi, as that law applies to contracts made and performed wholly within the State of Mississippi. Abia Health and the Achiever who enter into this Contract agree to settle any suit, action or proceeding arising out of, or relating to, the Contract by binding arbitration in the State of Mississippi using the rules of the American Arbitration Association under the jurisdiction of the courts of the State of Mississippi and of any federal courts in the State of Mississippi. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of dispute, the prevailing party shall be reimbursed attorneys' fees and reasonable travel and accommodation expenses by the other party.

6. Abia Health will not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes weather, strikes, labor issues, riot, war, fire, death, curtailment of a party's source of supply, or government decrees or orders.

7. Abia Health never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Abia Health to exercise any right or power under the Agreement or to insist upon strict compliance by an Achiever with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Abia Health's right to demand exact compliance with the Agreement. Waiver by Abia Health can be effectuated only in writing by an authorized owner of Abia Health. Abia Health's waiver of any particular breach by an Achiever shall not affect or impair Abia Health's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Achiever. Nor shall any delay or omission by Abia Health to exercise any right arising from a breach affect or impair Abia Health's rights as to that or any subsequent breach.

## 8. Severability

In the event that any section or subsection of the Contract shall be found invalid or unenforceable, it shall be deemed to be removed from this Contract, and shall have no impact upon the validity or enforceability of any other section of this Contract.

Abia Health

1907 Popp's Ferry Rd. #M9

Biloxi, MS 39532

Policies and Procedures are effective September 15, 2015

Amendments made October 9, 2015, May 9, 2016, August 9, 2016

888-749-0220

[www.abiahealth.com](http://www.abiahealth.com)