

COLLEGE FUNDING SOLUTIONS TERMS & CONDITIONS

1. I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for determining my own business activities and not an agent, employee or legal representative of College Funding Solutions, hereinafter referred to as "Company". I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state or regulatory or taxing agency. I am responsible to pay all sales taxes.
2. This position does not constitute the sale of a franchise or a distributorship and no fees, or purchase, have been or will be required of me.
3. I agree that as a Distributor, I shall place primary emphasis upon the selling of company products and services to ultimate consumers. Distributors residents in the state of Maine, North Dakota, Michigan, Indiana, and West Virginia are limited to \$495.00 for purchases as a Distributor during the first six months of Distributor status. Permissible Distributor purchases shall be automatically modified to comply with the exemption requirements set forth in any states' laws regulation business opportunities.
4. In presenting the Company, product and the Distributors positions to prospects, I agree that such presentations shall be strictly according to the following format and that I will be terminated as a Distributor if I fail to do so:
 - a. In each presentation of the Distributor position, the prospect shall be directly informed that no payment or purchase is required to become a Company Distributor.
 - b. The prospect shall receive a complete product presentation prior to any discussion whatsoever concerning the Distributor position.
5. I agree that I will sell or distribute at least 70% of my wholesale product orders to non distributor consumers prior to my reordering product. Any automatic product purchase authorization which I have or may provide Company, will be canceled by me if I am unable to comply with this provision. Retail sales records shall be maintained and subject to review upon Company request.
6. In order to maintain a viable Marketing Program and to comply with changes in federal, state and local laws or economic conditions Company may provide Policies and Procedures for the Distributor from time to time, as well as modify it's Distributor Compensation Program. Such Policies and Procedures and Compensation Plan modifications, and all changes thereto shall upon notice to Distributor become a binding part of this agreement.
7. I understand that no attorney general or any other regulatory authority ever reviews, endorses or approves any product, compensation program or company, and I will make no such claims to others.
8. I understand that my Distributor position can be inherited or bequeathed, but cannot be transferred or assigned during my lifetime that without consent of the Company which consent will not be reasonably withheld.
9. This agreement shall be deemed in effect upon its receipt and acceptance by Company, at its home offices in Laguna Niguel, CA.
10. I will not promote my Distributor business nor use Company name, or the trade names, logos, copyrighted material, trade marks or service marks of Company, except in materials provided by the Company or approved in writing by Company prior to their use by me. I understand that unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal law.
11. I am responsible for supervising and supporting Distributors I sponsor into the program and in my commissionable downline. I agree to maintain monthly communication and support to those Distributors in my commissionable downline by way of any of the following or combination thereof: Personal contact, telephone communication, written communication, and attendance at Distributor meetings.
12. Company provides the following fulfillment to its Distributors: A new Distributor's packet of sales literature whether or not optional sales kit is purchased; shipment of ordered sales aides and products within ten days of receipt of order and clearance of funds, subject to availability of items ordered; calculation and payment of Distributor commissions. Payment terms on Distributor purchases: cash, check, money order, or credit card. No shipments without payment or C.O.D.'s available. Commissions are payable to Distributors according to the Compensation Plan which is incorporated herein by reference.
13. I will not make false or misleading statements about Company, Distributor or product/services.
14. Distributors in the same household or business shall have the same sponsor. Change of original sponsor is not permitted. Distributor and customers lists are owned by Company and my never be used for an commercial purpose without prior written consent of the Company. During the term of this agreement and for (90) days thereafter. Distributors will not solicit Company representatives or customers to other network marketing organizations, except as to personally sponsored Distributor/customers.
15. This agreement is governed under laws of the state of California. The parties agree that any claim, dispute or other difference between them that shall be exclusively resolved by binding arbitration pursuant to Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Laguna Niguel, California. Laguna Niguel Distributors arbitrate in Laguna Niguel, California.
16. Distributors may return literature and products in resalable condition at any time within (30) days of purchase and receive 90% refund. Shipping costs of returned items shall be borne by Distributor. Payment will be made with (30) days of actual receipt of returned items. Deposits refundable upon written request within (60) days of termination of Distributorship. Request for refund may cancel this agreement at the option of the Company. The Company will honor refund policies provided by any state or federal law applicable to Distributor. (New Mexico One Year; Georgia - No Time Limitation; Massachusetts - No Time Limitation on Cycle Qualifying Wholesale Purchases.)
17. I will not contact or solicit a supplier of Company products, and acknowledge that this will result in automatic termination.