

Policies and Procedures

Effective April 1, 2025

Table of Contents

Section 1. Code Of Ethics	5
Section 2. Policies, Procedures, and Compensation Plan Incorporated Into Promoter Agreement	9
Section 3. Important E-Sign Notice - Consent To Electronic Record	12
Section 4. Becoming A Promoter	14
Section 5. Promoter Advantages	16
Section 6. Promoter Requirements And Restrictions	18
Section 7. Promoter Business Practices	23
Section 8. Reports, Confidential Information, And Trade Secrets	27
Section 9. Sponsoring And Training	30
Section 10. Ordering Procedures	33
Section 11. Return Procedures	35
Section 12. Advertising And Use Of Trademarks And Other Content	37
Section 13. Compensation	45
Section 14. Transfer Of Promoter Agreement	48
Section 15. Cancellation	51
Section 16. Remedial Actions, Grievances, And Complaints	53
Section 17. Warranties, Limitations Of Liability, Indemnification	56
Section 18. Miscellaneous; Dispute Resolution	59
Section 19. Privacy Policy	66
Section 20. Terms Of Service	72

Policies & Procedures

These “Policies and Procedures,” in their present form and as may be amended at the sole discretion of Talk Fusion, (“Talk Fusion” or the “Company”), are incorporated into the Talk Fusion Promoter Agreement by and between Talk Fusion and every Independent Promoter (“Promoter”). Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to the Talk Fusion Promoter Agreement, the Policies and Procedures, and the Talk Fusion Compensation Plan.

01

Section One: **Code of Ethics**

Code of Ethics

As a Promoter, you are the face of Talk Fusion. You represent us every day when you interact and share your story. It is important that our Promoters conduct themselves in a manner that upholds the high standards of the Talk Fusion brand. This Section 1 is the Talk Fusion Code of Ethics. Promoters are required to review and at all times uphold the Talk Fusion Code of Ethics. When sharing information about Talk Fusion and its Products, always communicate honestly, respectfully, accurately, and with integrity. Our mutual success relies on your understanding and execution of the Policies and Procedures, as well as all laws and regulations that apply to your Talk Fusion business. This Code of Ethics is designed to protect you, your business, Talk Fusion, and, importantly, all Promoters and Customers. You must at all times avoid any conduct that may adversely or negatively impact Talk Fusion.

1.1. Act Honestly And With Integrity.

- Always respect the rights of Customers and Promoters and act with integrity.
- Do not mislead or deceive Customers.
- Be authentic, honest, and lawful. When acting as a Promoter for Talk Fusion, you will comply with all legal obligations that apply to your Talk Fusion business.
- Always identify yourself as a Talk Fusion Promoter when promoting Talk Fusion Products or the Talk Fusion Program.

1.2. Be Professional.

- Interact respectfully with your Customers, your Talk Fusion team, other Promoters, Home Office employees, and anyone else you encounter in connection with your Talk Fusion business.
- Promptly address any complaint and strive to resolve the matter professionally and in good faith.
- Be mindful of the difference between what is factually correct and what may be your personal opinions or desires, or those of your fellow team members, while taking care to respect the opinions and desires of others.
- As a representative of Talk Fusion, hold yourself to the highest standards of service to your Customers and fellow Promoters.
- A Promoter shall not demean, discredit, disparage or defame Talk Fusion or any Promoter or Customer of Talk Fusion.

1.3. Promote Responsibly.

- Always present accurate information and use proper disclaimers whenever encouraging others to join Talk Fusion as a Promoter.
- Never deceive, intimidate, or engage in unlawful recruiting practices, including suggesting that Talk Fusion Product purchases are mandatory.
- All incentives must be based on Talk Fusion Product sales only.
- Promoters must actively work to establish and maintain a Customer base.
- Unethical business interactions will not be tolerated.

1.4. Communicate Potential Earnings Authentically.

- Never promise or guarantee any amount of earnings.
- Always provide proper disclaimers of typical results when sharing information about potential earnings, including lifestyle income claims.
- Properly represent the level of effort and skill needed to succeed with Talk Fusion. Do not oversimplify or state that it only takes “hard work.”

1.5. Purchase Responsibly.

- Purchase Talk Fusion Products reasonably and responsibly in compliance with laws prohibiting inventory loading. Please encourage others to do the same.
- Product purchases may only be made for personal use and not for title advancement or to earn incentives.

1.6. Respect IP Rights.

- Never use the name, likeness, photo, logo, or any other property of a celebrity, company, organization, or any other person or entity without their prior written licensure, approval or consent.
- Never use music, videos, images, or other content, whether found on the Internet or otherwise, without obtaining prior written licensure, approval or consent.
- Never use the Talk Fusion name, logo or other brand assets in support of any personal promotional endeavors, including in books or other writings, without prior written consent of Talk Fusion.

1.7. Protect Consumer Privacy.

- Always safeguard and protect all private information provided by a Customer/Promoter or prospective Customer/Promoter.
- All Customer transactions must be conducted by the Customer on the Talk Fusion website.

1.8. Impermissible Sales Methods.

- Promoters shall at all times comply with and use all the sales methods outlined in this Agreement.
- Promoters shall at all times comply with all applicable federal, state and other laws.
- Promoters shall at no time use any automated telephone contact system or engage in any “robocall” sales methods.

02

Section Two:
**Policies,
Procedures, and
Compensation
Plan Incorporated
Into Promoter
Agreement**

Policies, Procedures, and Compensation Plan Incorporated Into Promoter Agreement

These Policies and Procedures, the Talk Fusion Promoter Agreement, and the Talk Fusion Compensation Plan (collectively, the “Agreement”), constitute the entire contract between Talk Fusion and a Promoter.

Promoter understands that the Policies and Procedures are always posted in a Promoter’s “Portal.” Promoter has reviewed or agrees to review the Policies and Procedures within three (3) days of entering into the Agreement. If Promoter does not agree to the Policies and Procedures, the sole recourse is to cancel and terminate the Agreement via email notice delivered to Talk Fusion at Support@TalkFusion.com. Failure to timely cancel and terminate the Agreement constitutes Promoter’s acceptance of the Policies and Procedures.

Talk Fusion reserves the right to amend the Policies and Procedures at its discretion. Amendments are effective thirty (30) days after notice and publication of the amended provisions in the Portal. Amended policies will not apply retroactively to conduct that occurred prior to the effective date of the amendment. A Promoter has the right to terminate the Agreement pursuant to Section 15.1 of these policies.

Termination is only effective upon email notice delivered to and received by Talk Fusion at support@TalkFusion.com prior to the effective date of the amendment. Failure to terminate the Agreement prior to the effective date of an amendment, the subsequent operation of a Talk Fusion business, or the subsequent acceptance of bonuses or commissions constitutes the Promoter’s agreement to the amendment. It is the Promoter’s responsibility to stay informed and apprised of the current Policies and Procedures and all amendments as posted in the Portal, and Talk Fusion is in no way responsible or liable for a Promoter’s lack of knowledge of the Policies and Procedures or any amendment.

2.1. Policies and Provisions Severable.

If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, in whole or in part, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a Promoter against Talk Fusion shall not constitute a bar or defense to Talk Fusion’s enforcement of any term or provision of the Agreement.

2.2. Entire Agreement.

The Agreement, along with all documents incorporated by reference, in their current form and as amended by Talk Fusion in its sole discretion, constitutes the entire agreement of the parties hereto with respect to its subject matter. The Agreement supersedes all previous, contemporaneous, inconsistent agreements, negotiations, representations, and promises between the parties, written or oral, regarding the subject matter hereunder. There are no oral or written collateral representations, agreements, or understandings except as provided herein.

2.3. Termination by Talk Fusion.

Talk Fusion reserves and has the right at its discretion to terminate this Agreement effective upon thirty (30) days written notice (or shorter notice as required by unforeseen circumstances) for any reason or no reason.

03

Section Three: **Important e-sign Notice - Consent to Electronic Record**

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.), requires that you consent to entering into an electronic agreement with Talk Fusion before the Agreement is executed. Please read the following information carefully.

1. Should you enter into an online Talk Fusion Promoter Agreement and thereby become a Promoter, you will not be required to submit a paper application. The entire Agreement between a Promoter and Talk Fusion will be evidenced by an electronic record. However, you must consent to the use of an electronic record and must read the entire Agreement during the enrollment process and electronically acknowledge that you have read the Policies and Procedures.
2. To access the documents comprising the Agreement and submit an online application requires use of a personal computer with Internet access, Internet browser software, and PDF reader software.
3. A Promoter may withdraw consent to the use of electronic records at any time. Withdrawal of such consent shall terminate the Agreement between Talk Fusion and the Promoter, effective immediately. To withdraw consent to the exclusive use of electronic records (and thereby terminate the Agreement with Talk Fusion) a Promoter must do so through the Promoter's Portal or contact Support@TalkFusion.com.
4. A Promoter may obtain a paper copy of the Agreement by sending an email request to support@TalkFusion.com. The request must include the Promoter's name and identification number, mailing address, and email address. Upon receipt of such request, Talk Fusion will mail the then current version of each document to the Promoter's mailing address. The Promoter will be charged one dollar (\$1.00) USD per page for this service with a minimum charge of ten dollars (\$10.00) USD.
5. Promoter acknowledges and agrees that Talk Fusion may amend the Agreement and all documents incorporated herein at its sole discretion upon proper notice as specified in those documents. A Promoter may access the version of these documents that was in effect at the time the Promoter electronically executed the Agreement. Superseded or outdated documents are archived by Talk Fusion and are available by contacting Talk Fusion. The most current version of the Agreement is always available in the Promoter's Portal for viewing, printing, and downloading.
6. Should there ever be a change in the equipment or software necessary to access the Agreement and the documents incorporated therein, Talk Fusion will notify each Promoter of the same and provide a list of equipment and software necessary to do so. In such event, a Promoter may terminate the Agreement effective upon email notice delivered to and received by Talk Fusion at support@TalkFusion.com within thirty (30) days of the date the Promoter receives notice of the change from Talk Fusion.
7. By clicking the "I Agree" box on the Talk Fusion Application, you consent to use of electronic records evidencing the Agreement. If you click the "Cancel" box, the enrollment process will be terminated, you will be returned to Talk Fusion's home page, and no agreement between you and Talk Fusion will be in force or effect.

04

Section Four: **Becoming A Promoter**

4.1. Term and Renewal of a Talk Fusion Business.

The term of this Agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). The term of this Agreement shall automatically renew each year unless Promoter provides written notice of cancellation via Email to Support@TalkFusion.com five (5) days prior to the renewal date. Effective immediately upon non-renewal, cancellation or termination of this Agreement, Promoter waives all rights Promoter has under the Agreement and under law, including but not limited to: property rights to Promoter's former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of their former downline organization. Promoter shall not be eligible to receive commissions, bonuses, or other income resulting from Promoter's activities or the activities of Promoter's former downline sales organization.

4.2. Independent Contractor Status.

All Promoters are independent contractors engaged in their own separate business pursuits. Each Promoter shall establish his, her, or its own means and methods of sales activities in compliance with the terms of the Agreement. The Agreement between Talk Fusion and Promoter does not create an employer/employee, franchise, agency, partnership, or joint venture relationship between Talk Fusion and Promoter. Talk Fusion will not treat Promoter as an employee of Talk Fusion for federal and/or state tax purposes or any other purpose. Promoters are strictly prohibited from representing, stating or implying the relationship between Talk Fusion and a Promoter is any other than as outlined above. Promoter shall hold harmless and indemnify Talk Fusion from any claims, damages, or liabilities arising out of Promoter's business activities practices. Promoters have no authority to bind Talk Fusion to any obligation.

4.2.1. Legal Compliance.

Promoters shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances concerning the operation of Promoter's business. Promoters are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, Talk Fusion will issue to each Promoter an IRS Form 1099 Misc. for non-employee compensation as required (current law requires 1099's only for annual incomes earned for six-hundred dollars (\$600.00) USD and above within a calendar year. Because Promoters are not employed by or with Talk Fusion, the Company is not responsible for payment or co-payment of any employee benefits, statutory withholdings or remittances, or any other amounts or contributions required by law to be paid, withheld or submitted on behalf of employees.

4.3. No Sponsor/Placement Corrections and Changes.

Because Talk Fusion calculates and pays commissions via "Instant Pay," Sponsorship and/or Placement changes will not be accepted under any circumstance after the original Application has been submitted.

05

Section Five: **Promoter Advantages**

5.1. Promoter Advantages.

By becoming a Promoter, the Promoter is able to participate in the opportunities and advantages provided by Talk Fusion. These advantages include the ability of the Promoter to: (i) purchase Talk Fusion Products; (ii) sell Talk Fusion Products and qualify and participate in the Compensation Plan (receiving Commissions and Achievement Rewards, if eligible); (iii) sponsor Customers and other potential Promoters into the Program to build a Downline and advance through the various levels under the Compensation Plan; (iv) receive periodic Talk Fusion communications; and (v) upon payment of appropriate charges, if applicable, voluntarily participate in Talk Fusion's sponsored support, service and training, and motivational, promotional, incentive and recognition programs for Promoters. Promoters understand that it is within the exclusive right of Talk Fusion to accept or reject orders submitted by any Promoter.

06

Section Six: **Promoter Requirements & Restrictions**

6.1. Legal Age.

Promoters must be a minimum of eighteen (18) years old. Talk Fusion products are not intended for consumption or use by any person under that age limit and no underage person shall be permitted to promote our products. No image or likeness of any underage person shall be used in any advertising associated with Talk Fusion.

6.2. No Purchase Required.

Promoters are not required to purchase any Talk Fusion Product, service, or program in order to participate in the Talk Fusion Compensation Plan.

6.3. No Inventory Requirements.

Promoters are not required to purchase or carry any amount of inventory of Talk Fusion Products and may maintain active accounts and earn Commissions without carrying any inventory or making a product purchase. Orders may be transacted directly with the Company on behalf of the Promoter through the Talk Fusion Website. Promoters receive full credit under the Compensation Plan for all such direct sales.

6.4. Training Requirement.

Promoters may sponsor other Promoters. The sponsoring Promoter is required and responsible to adequately train each Promoter sponsored. "Adequate training" shall include, but is not limited to: providing notice of and education regarding the ***Policies and Procedures, the Compensation Plan, product information, and sales strategies. A Sponsor must maintain an ongoing, professional leadership association with each Promoters in his, her, or its organization and must fulfill*** the obligation of performing a bona fide supervisory, sales, or distributive function on the sale or delivery of product and services to the consumer.

6.5. Inducing Promoters to Violate Policy.

Promoters must not, directly or indirectly, induce, encourage, or assist another Promoter to violate Talk Fusion's Policies and Procedures or any Agreement with Talk Fusion.

6.6. Reporting Policy Violations.

Promoters who become aware that another Promoter has violated the Talk Fusion Policies and Procedures or any Agreement with Talk Fusion should promptly notify Talk Fusion Support in writing at support@TalkFusion.com. Details of the incident (such as dates, number of occurrences, and persons involved) and any supporting documentation should be included in the report to the extent available.

6.7. Media Inquiries.

Promoters must not interact with the media regarding Talk Fusion, its business, or its products. All media inquiries, including from radio, television, print, online, or any other medium, shall be directed to Talk Fusion's marketing department in writing at support@TalkFusion.com.

6.8. Non-solicitation of Talk Fusion Promoters and Customers.

Promoters may participate in other Network Marketing businesses simultaneously while participating in Talk Fusion's business without breaching the Agreement. However, during the term of the Agreement and for one (1) year following the termination of the Agreement for any reason, a Promoter may not, directly or indirectly, independently or in conjunction with or on behalf of any other person or entity, recruit or engage in recruitment of any current Talk Fusion Promoter or Customer to participate in any other Network Marketing business; provided, however, this restriction does not apply to a downline Promoter or Customer of Talk Fusion sponsored by the Promoter. The terms "Recruit," "Recruiting" and "Recruitment" mean the direct or indirect, actual or attempted, recruitment, solicitation, sponsorship, enrollment, encouragement, assistance, support, recommendation, suggestion, or effort to influence a current Talk Fusion Promoter to enroll or participate in another Network Marketing business, whether such recruitment occurs by the Promoter independent of or in conjunction with or on behalf of another person or entity. Recruitment occurs and is prohibited even if it is initiated by or occurs in response to an inquiry by another Promoter or Customer of Talk Fusion.

If a Promoter engages in another business or Network Marketing business or program, it is the responsibility of the Promoter to ensure that the Promoter's Talk Fusion business is operated in compliance with the Agreement and entirely separate and apart from any other business and/or Network Marketing program. To this end, the Promoter must not:

- Display Talk Fusion promotional material, sales aids, or products in conjunction with or in the same location as any other promotional material or sales aid, product, or service not directly related to Talk Fusion's business (Facebook, Instagram, Twitter and similar social media sites are exempt from this policy).
- Violate the restriction against recruitment of Talk Fusion Promoters or Customers as set forth above.
- Offer, promote, discuss, or display any product, service or business opportunity not directly related to Talk Fusion during any meeting, seminar, convention, webinar, teleconference, or other function involving Talk Fusion's products, services, or business.
- Recommend, discuss, communicate with, or solicit, directly or indirectly, in order to induce or attempt to induce any existing or potential Customer, Promoter, vendor, manufacturer,

supplier or other business affiliate of Talk Fusion (or any of Talk Fusion's affiliates), to limit, reduce, cease, or terminate a business relationship with Talk Fusion (or any affiliate of Talk Fusion).

- Induce or attempt to induce or persuade any existing or potential Customer, Promoter, vendor, manufacturer, supplier or other business affiliate of Talk Fusion (or any of Talk Fusion's affiliates), to limit, reduce, cease or terminate a business relationship with Talk Fusion (or any affiliate of Talk Fusion).
- Solicit or divert, or attempt to solicit or divert, any business opportunity away from Talk Fusion (or any affiliate of Talk Fusion); or
- Otherwise interfere or attempt to interfere with any of the existing or potential business, contractual or economic relationships of Talk Fusion (or any affiliate of Talk Fusion).

The Parties agree that this provision shall survive the termination or expiration of the Agreement. Talk Fusion and Promoter agree that any violation of this provision shall cause Talk Fusion irreparable harm for which there is no adequate remedy at law, and the injury to Talk Fusion shall outweigh any potential injury to Promoter caused by entry of any injunctive or other relief to enforce this provision and, therefore, Talk Fusion shall be entitled to emergency, temporary, preliminary and permanent injunctive relief to prevent further violations of this provision.

6.9. Vendor Confidentiality.

Talk Fusion's business relationships and the terms thereof with its existing or potential vendors, manufacturers, and suppliers are proprietary and confidential. A Promoter shall not, directly or indirectly, contact, speak to, or communicate or interact with, any existing or potential supplier, manufacturer, or vendor except at and only during a Talk Fusion-sponsored event at which the supplier, manufacturer, or vendor is present at the request of Talk Fusion.

6.10. Cross-Sponsoring.

Actual or attempted Cross Sponsoring is strictly prohibited. "Cross Sponsoring" shall mean the enrollment by a Promoter in a different line of sponsorship of any existing Customer or Promoter of Talk Fusion, or any person or entity who was a Customer or Promoter of Talk Fusion in the preceding six (6) calendar months. The use of any other person's or entity's (including a spouse or relative) name, trade name, DBA, assumed name, corporation, partnership, trust, federal ID number, or fictitious ID number to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Talk Fusion business in accordance with Section 14.1.

If Cross Sponsoring occurs, Promoter must notify Talk Fusion immediately. Talk Fusion may, at its sole, complete and unlimited discretion, take disciplinary action against any Promoter who engages in Cross Sponsoring and/or any Promoter who was Cross Sponsored into a different line of sponsorship. Talk Fusion may, at its complete, unlimited and sole discretion, also move all or part of an offending Promoter's downline to his or her original downline organization; provided, however, Talk Fusion is under no obligation to do so.

Promoters waive, release and remise any and all claims, defenses, objections, demands, complaints, damages and causes of action against Talk Fusion, whether arising in tort, contract, equity or some other basis, arising from or relating in any way to any disciplinary action by Talk Fusion, including but not limited to the disposition of the Cross Sponsored Promoter's downline organization.

6.11. Targeting Other Direct Sellers.

Promoters must refrain from targeting, soliciting, inducing, or attempting to recruit a member of another Network Marketing business to participate or join with Talk Fusion as a Promoter. Each Promoter shall fully indemnify and hold harmless Talk Fusion from any claim, demand, damage, penalty, cause of action, suit, arbitration, or mediation arising from or related to a Promoter's violation of this provision.

6.12. Recordings.

Promoters and Customers shall not produce or reproduce Talk Fusion audio or video materials. Promoters and Customers shall not audiotape in any manner any Talk Fusion meeting, conference call, event, or conference nor shall they post such recordings online in any social media.

07

Section Seven: **Promoter Business Practices**

7.1. Taxation.

Promoters are independent contractors and will be treated as independent contractors for all federal and/or state tax purposes. Promoters are not and will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, State Unemployment Act, or any other federal, state, or local statute, ordinance, rule, or regulation. As independent contractors, Promoters are solely responsible for reporting all income generated to the federal and/or state taxing authorities as required by law. Each Promoter bears full responsibility for any resulting penalties or interest resulting from a Promoter's failure to properly report income, products sold, or any other requisite information and/or a Promoter's failure to properly pay any amount required to any federal or state taxing authority. Talk Fusion cannot provide Promoters with any tax advice. Please with your own tax professionals for such advice.

7.2. Liability Insurance.

As an independent contractor, Promoters shall be solely responsible for obtaining applicable business insurance as deemed necessary or prudent by the Promoter, including but not limited to insurance relating to live events. Talk Fusion will not provide Promoters with any advice concerning available or prudent insurance decisions or products.

7.5. Retail Sales Receipts.

In the event of a Product resale conducted directly between a Promoter and a Customer, a Promoter shall provide the Customer with two (2) copies of a retail sales receipt at the time of the sale. The retail sales receipt must set forth certain Customer protection rights afforded by federal law. The receipt is required to inform Customers they are entitled to cancel any purchase of twenty-five dollars (\$25.00) USD or more within three (3) business days from the date of the sale, five (5) business days for an Alaska resident who purchase ten dollars (\$10.00) USD or more, fifteen (15) business days for a North Dakota resident aged sixty-five (65) or older who purchase fifty dollars (\$50.00) USD or more, and fifteen (15) days after enrollment for a Promoter who is a Montana resident. Saturdays, Sundays, and legal holidays are not business days.

7.6. Handling Personal Information.

Promoters have the duty and responsibility to maintain the confidentiality and security of any Personal Information about an existing or prospective Promoter or Customer of Talk Fusion. Promoters should immediately discard, shred, irreversibly delete and destroy Personal Information of others when possession is no longer necessary. "Personal Information" includes but is not limited to: names, addresses, email addresses, phone numbers, credit card information, social security or tax identification information, and other information associated with these details.

7.7. Promoter Obligations.

In consideration for this Agreement and use of Talk Fusion Products and Services, Promoter agrees to: (1) provide true, accurate, current, and complete information as required on the Customer Application, and (2) maintain and promptly update the Promoter profile to keep it accurate, updated and complete. If a Promoter provides any information that is untrue, inaccurate, not current or incomplete, or if Talk Fusion has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Talk Fusion has the right to suspend or terminate Promoter's account and refuse any and all current or future use of the Products and Services.

7.8. Account Modifications.

A Promoter profile may be updated by a Promoter by logging into the Talk Fusion Account and electronically submitting the new data to support@TalkFusion.com.

7.9. Passwords.

Promoters are responsible for maintaining the confidentiality of the Promoter's password and are solely responsible for all activities that occur under the Promoter's account. Talk Fusion is not responsible for any misappropriation, loss, or damage of any other nature caused in whole or in part from Promoter's failure to maintain the confidentiality of a Promoter's password, and Promoters waive, release and remise any and all claims, defenses, objections, demands, complaints, damages and causes of action against Talk Fusion, whether arising in tort, contract, equity or some other basis, arising from or relating in any way to such failure by a Promoter. A Promoter may change the password at any time by logging into the Promoter's Talk Fusion Account.

7.10. Income Representations.

Promoters shall not make claims or representations of potential or guaranteed income or profits in connection with the Program. Any amounts that Promoters earn through the Program are based only on the sale of Talk Fusion Products and not on the mere act of sponsoring other Promoters. While Promoters may believe it beneficial to disclose to other existing or potential Promoters information concerning the Promoter's earnings or the earnings of others, such conduct may have legal consequences and adversely impact Talk Fusion and others unless appropriate disclosures required by law are also made.

Therefore, Promoters shall refrain from making any representation, suggestions, projections, claims, or estimates regarding another Promoters' potential or guaranteed income from the Program, or disclose information concerning the Promoter's own income from the Program (including Portal commission statements, bank statements, tax records, or other such documents). Promoters may make lifestyle claims or provide hypothetical income examples if the following conditions are met: (i) the information must be accurate and not misleading; (ii) claims of potential or guaranteed income may not be made; (iii) actual earnings may not be disclosed; (iv) hypothetical income examples must be clearly indicated as such; and (v) the Income Disclosure Statement must be provided.

7.11. Income Disclaimer

When presenting the Talk Fusion business to a prospective Promoter, or in any case in which a Talk Fusion promoter is discussing the Talk Fusion income opportunity with a prospective Promoter, the presenting Promoter must provide the prospect(s) with the Talk Fusion Income Disclaimer (the "ID"). The ID can be downloaded from the Portal. During the presentation, the Promoter must make it clear that income is not guaranteed and must thoroughly review the current ID with the prospect. Promoters shall not alter, supplement, revise, amend or edit the ID. If a Promoter is presenting the Talk Fusion business to an audience using a slide or other visual presentation, one of the slides or pages of the presentation must contain the current ID, and there may be no other graphics or text on that slide or presentation page. The presenting Promoter must thoroughly discuss the ID with the audience.

7.12. Business Presentations.

Promoters may use the Business Presentation materials that Talk Fusion has made available through the Promoter Portal to promote Talk Fusion and the Program. Corporate business presentations must be re-posted in their entirety and may not be modified or revised in any way. Promoters are responsible to ensure that they are using the most current version of Talk Fusion business presentations; no other business presentations are approved for Promoter use.

7.13. No Exclusive Territories.

There are no exclusive territories for recruiting purposes, nor shall any Promoter represent, state or imply that a Talk Fusion Promoter has any exclusive territory rights.

08

Section Eight: **Reports, Confidential Information & Trade Secrets**

8.1. Reports and Confidential Information.

The information contained in the Talk Fusion database is confidential and proprietary to Talk Fusion in all forms, including but not limited to electronic, hard copy, and digital media (“Talk Fusion Confidential Information”). The Talk Fusion Confidential Information includes, but is not limited to, Reports provided to Promoters, the business plans and strategies of Talk Fusion, financial information such as budgets, revenues and expenditures, the nature and type of data and reports Talk Fusion maintains, Talk Fusion’s organizational lists and genealogies, Promoter lists, and data relating to existing, former and prospective Promoters and Customers of Talk Fusion including names, addresses, email addresses, and telephone numbers. Talk Fusion provides its Promoters access to some of this information through the Talk Fusion Portal, subject to the Promoter’s acknowledgement and acceptance of the duties of confidentiality and non-disclosure imposed in the Agreement and under law.

Talk Fusion has derived, compiled, configured, and currently maintains the Talk Fusion Confidential Information through the expenditure of considerable time, effort, and monetary resources. The information, including any Reports containing the information, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Talk Fusion. Accordingly, each Promoter acknowledges and agrees every Promoter shall and must protect the confidentiality of the Talk Fusion Confidential Information and trade secrets and not disclose such information to any person or entity outside of Talk Fusion without the prior written consent of Talk Fusion. But for the Promoters’ acknowledgement of confidentiality and the duty of nondisclosure, Talk Fusion would not provide the information to a Promoter. A Promoter’s right to access or disclose Talk Fusion’s confidential information and trade secrets, including the Reports and any information contained therein, is subject to the sole and exclusive authority of Talk Fusion and may be terminated, denied or restricted at Talk Fusion’s sole discretion.

8.2. Purpose and Use of Reports.

Reports are made available to Promoter for the sole purpose of assisting Promoters in working with their downline organization in the development of their Talk Fusion business. Promoters may use Reports provided to them to assist, motivate, and train their downline organization. A Promoter’s access to his or her Reports is password protected. Reports are provided to each Talk Fusion Promoter in strictest confidence. Neither the Reports nor any confidential information therein shall be disclosed by a Promoter to any third party or used for any purpose other than in the performance of the Promoter’s obligations under the Agreement without Talk Fusion’s prior written consent. Any unauthorized use or disclosure of Reports constitute misuse, misappropriation, and a violation of the Agreement, applicable law, and will cause irreparable harm to Talk Fusion.

8.3. Restrictions.

During the term of this Agreement and at all times thereafter, no Promoter shall, directly or indirectly, without the prior written consent of Talk Fusion:

8.3.1. Disclose any Talk Fusion Confidential Information to any person or entity outside of Talk Fusion without the prior written consent of Talk Fusion;

8.3.2. Disclose the Promoter's password or other access code to any person or entity; or

8.3.3. Use the Talk Fusion Confidential Information for any purpose other than performance of the Promoter's obligations under the Agreement.

8.4. Return Talk Fusion Confidential Information and Reports Upon Termination.

Upon Talk Fusion's demand at any time and always upon termination of the Agreement for any reason, the Promoter shall immediately return to Talk Fusion the original and all copies of any Reports and any other Talk Fusion Confidential Information or trade secret belonging to Talk Fusion, in any format, in the Promoter's possession, custody, or control.

8.5. Breach.

In the event the Promoter breaches any of the covenants of this subsection, the Company may seek injunctive relief to prevent irreparable harm to Talk Fusion or any of its Promoters, plus all such other and available relief. The right to injunctive relief is not the exclusive remedy and Talk Fusion may also pursue all other available remedies at law or in equity. Any failure to pursue such remedies will not constitute a waiver of those rights.

8.6. Promoter Information.

Each Promoter is responsible for keeping his or her Promoter Information up to date and accurate. Promoters immediately update his or her account with respect to any information address therein. It is particularly important that a Promoter provide Talk Fusion with a current email address because email is the primary way that Talk Fusion and a Promoter's Upline will communicate. By agreeing to these Policies and Procedures, the Promoter consents to receiving emails from Talk Fusion as well as from the Promoter's Upline. Each Promoter may modify his or her Promoter Information (e.g., update an address, phone number, or email address). Promoter agrees that Talk Fusion may share with Promoter's Upline his or her name, telephone number, address, and email address. A Promoter must submit necessary legal documentation in support of any name change request.

09

Section Nine: **Sponsoring & Training**

9.1. Sponsoring.

Promoters are entitled to sponsor other Promoters in the U.S. and other Countries. Promoters are compensated only for the generation of sales of products to Customers, not for merely sponsoring new Promoters.

9.2. Change of Sponsor.

The only method to and circumstance by which an existing Promoter may change a Sponsor is by voluntarily terminating the Promoter's Agreement and business relationship with Talk Fusion. Effective immediately upon termination, the Promoter loses and waives all rights to the Promoter's former downline organization. After six (6) calendar months from the date of termination of the Promoter's Agreement and business relationship with Talk Fusion, the former Promoter may reapply to Talk Fusion under a new Sponsor. If the former Promoter enters into a new Agreement with Talk Fusion, the Promoter is not entitled to and has no rights with respect to a former downline organization.

9.3. Applicant Rights and Responsibilities.

It is a potential Promoter's responsibility to understand his or her rights and obligations as incorporated into the Agreement. Part of this responsibility includes performing due diligence during the application process to understand the Program and choose a Sponsor. For reasons of sponsoring ethics, Talk Fusion strongly encourages every new Promoter to enroll in the Program under the Sponsor who introduced the applicant to the Program. Every Promoter, however, ultimately has the right to choose his or her Sponsor. As such, if an individual asks to be registered under another Sponsor prior to submitting the Promoter Application, Talk Fusion reserves the right to honor such request.

Notwithstanding the foregoing, if a potential Promoter is an existing Customer of Talk Fusion, the applicant must either: (i) apply as a Promoter under the sponsorship of the Promoter with whom the Customer originally enrolled as a Customer; or (ii) terminate the Customer Agreement with Talk Fusion and wait a total of six (6) calendar months before applying as a Promoter with a different Sponsor. If more than one existing Promoter claims to be the Sponsor of an Applicant, Talk Fusion shall regard the first Promoter Application received by Talk Fusion as the controlling application for that determination and shall designate the Promoter identified as the Sponsor on the first application received. Resolving disputes between Promoters regarding Sponsorship of another Promoter is difficult, particularly when a downline organization is implicated. Talk Fusion reserves and has the sole and exclusive authority to determine the final disposition of such disputes, at its sole discretion.

A PROMOTER APPLICANT ASSUMES THE RISK THAT MULTIPLE PROMOTERS MAY CLAIM SPONSORSHIP OF A DOWNLINE ORGANIZATION AND THAT TALK FUSION MAY RESOLVE SUCH DISPUTE IN ITS SOLE DISCRETION. THE PROMOTER WAIVES, RELEASES, DISCHARGES AND ACQUITS TALK FUSION OF ANY AND ALL CLAIMS, DEMANDS, COMPLAINTS, DAMAGES AND CAUSES OF ACTION AGAINST TALK FUSION OR ANY OF ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR WHETHER ARISING IN TORT, CONTRACT, EQUITY OR SOME OTHER BASIS, ARISING FROM OR RELATING TO TALK FUSION'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT IS IMPLICATED IN A DISPUTE BETWEEN PROMOTERS REGARDING CLAIMS OF SPONSORSHIP.

9.4. Waiver of Claims.

In cases wherein a Promoter improperly changes his or her Sponsor, Talk Fusion reserves the sole and exclusive right to determine in its unlimited discretion the final disposition of the downline organization that was developed by the Promoter in his or her second line of sponsorship. PROMOTERS WAIVE ANY AND ALL CLAIMS AGAINST TALK FUSION, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM TALK FUSION'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A PROMOTER WHO HAS IMPROPERLY CHANGED HIS OR HER SPONSOR.

10

Section Ten: **Ordering Procedures**

10.1. Recurring Billing/Pre-Paid/Paid-in-Full Option

There is a monthly recurring fee for the Products and Services, in all countries. Please note that Talk Fusion will automatically charge the monthly plan fee to the credit card authorized by User to pay their monthly plan fees for the Products and Services. Promoters and Customers may change their method of monthly payment to an alternate credit card or PAYLUTION® E-Wallet Account (Associates only) via the Billing section of their Portal.

User is required to give Talk Fusion a written notice at least 5 days prior to the monthly anniversary date to cancel account and avoid automated billing. All cancellation notices must be emailed to Support@TalkFusion.com or by submitting written notice by facsimile or certified mail to Talk Fusion. The Cancellation request must include the Talk Fusion ID number of the account that is being cancelled. If you are paying for more than one account on your credit card, you must list every individual account that you want cancelled. User agrees that submitting a notice of cancellation by telephone is an unacceptable form of submitting notice of cancellation to Talk Fusion and that Products and Services charges may continue to apply until Talk Fusion has received the proper notice. When your service is cancelled, access to your Portal will immediately be restricted. Please note that all of your stored videos and email addresses will be deleted from the Talk Fusion system. Any Video Emails that had been sent out before cancellation will be inactivated and will not be able to be viewed by their intended recipients.

PLEASE NOTE: Associates and Customers may choose an annual Pre-Paid/Paid-in-Full payment option and save 10% over the monthly plan price. The Pre-Paid/Paid-in-Full payment may not be cancelled or the amount refunded.

10.2. Monthly Subscription Responsibility.

If a Monthly Subscription order cannot be processed due to a problem with the Promoters and Customers primary payment method, Promoters and Customers agree that Talk Fusion may charge the Promoter's and Customer's Monthly Subscription orders to an alternative payment method(s) provided by Promoters and Customers. The charge sequence will be in the order that Promoters and Customers lists the alternative payment methods in the Promoter's and Customer's Portal.

10.3. Forms of Payment.

To simplify the payment process and maintain accurate Promoter account records, Talk Fusion requires payment using a major credit card and other forms of accepted payment. Talk Fusion will not accept personal checks, money orders, or cash.

11

Section Eleven: **Return Procedures**

11.1. Return Policy.

If any user is unsatisfied with their initial purchase of Products and Services, Talk Fusion offers a 100% three (3) day refund period (72 hours) from the date of purchase. Please note no refunds will be provided if the product or service has been accessed or used.

The provisions in the clause mentioned above do not apply to registration as a Promoter and/or purchase of Talk Fusion Products in the jurisdiction of the Republic of Indonesia. There are no Product refunds in the jurisdiction of the Republic of Indonesia.

Talk Fusion reserves the right to reject any refund request if there is a reasonable suspicion of fraud or attempted fraud. Promoters agree to fully cooperate in any suspected fraud investigation, which could take up to 90 days.

11.2. Return Process.

All Promoters and Customers who wish to return Talk Fusion products for any reason must first contact Talk Fusion Support via email at support@TalkFusion.com to ascertain whether the product is eligible for return.

11.3. Return Adjustments: Impact on Qualifications, Commissions, Achievement Rewards, and Incentive Program Rewards.

The Qualifications, Commissions, Performance Rewards, and Incentive Program Rewards attributable to Talk Fusion Product(s) are not considered earned until after the applicable return period has expired. When a Product is returned to Talk Fusion for a refund or funds are returned to a Promoter or Customer due to a credit card chargeback or refund, the Qualifications, Commissions, Achievement Rewards, and Incentive Program Rewards attributable to the returned Product(s), funds, or volumes will be deducted from the Promoter's current and future qualifications, Commissions and Achievement Rewards.

These deductions will be made in the week in which the refund was given and will continue every Commission Period thereafter until the Commissions and Achievement Rewards are recovered from the Promoter who received the Commissions and Performance Bonus on the sale of the returned Product or disputed charge. In the event any Promoter's Agreement is voluntarily or involuntarily terminated and the amounts of the Commissions and Achievement Rewards attributable to the returned Product(s) or returned funds have not yet been fully recovered by Talk Fusion, the remainder of the outstanding balance may be set off against any earnings amounts owed to the terminated Promoter. Talk Fusion reserves the right to review and terminate any account for consistently excessive or improper return activity associated with non-defective merchandise.

12

Section Twelve:
**Advertising
and Use of
Trademarks and
Other Content**

12.1. Branded Assets.

Promoters may use the Marketing Materials, including socially shareable assets, images, video, brochures, flyers, and invitations, that Talk Fusion makes available on a variety of virtual sites, including but not limited to the Promoter Portal and the Talk Fusion Swag Site. Because Talk Fusion and its Promoters must comply with direct selling and product-related regulations and intellectual property laws, all which also serve to protect the Talk Fusion brand and respect the intellectual property rights of third parties, Promoters may not create their own flyers or invitations to advertise or promote Talk Fusion Products or the Program.

12.2. Promoter-Created Marketing Methods, Advertising, and Promotional Material (Sales Tools).

Promoters must use only Talk Fusion-approved sales aids, advertising, promotional materials, business cards, and marketing methods (collectively “Sales Tools”) in conjunction with promoting the Talk Fusion business or Talk Fusion’s Products or Services. These materials are available in the Talk Fusion Portal and Talk FusionSwag.com. Promoters may not use any other marketing methods or materials including any methods or materials created by the Promoter.

12.3. International Marketing.

Promoters shall not secure or attempt to secure approval for Talk Fusion Products or business practices or Internet domain names.

12.4. Contracts On Behalf of Talk Fusion.

Promoters shall not inquire about, apply for, solicit, negotiate, establish or otherwise become involved in any contract or business relationship, agreement, or contract on behalf of or in the name of Talk Fusion (or any affiliate of Talk Fusion). Promoters shall not inquire about, apply for, solicit, negotiate, establish or otherwise become involved in any licensure, approval or other regulatory or governmental matter on behalf of or in the name of Talk Fusion (or any affiliate of Talk Fusion).

12.5. Social Media.

In addition to meeting all other requirements specified in these Policies and Procedures, if Promoters utilize any form of social media in connection with their Talk Fusion business, including but not limited to blogs, Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Promoters agree to each of the following:

- Promoters are responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control.
- Promoters may not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of any third party.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media site must link only to the Promoter's Talk Fusion replicated website, Talk Fusion's corporate website, or official Talk Fusion corporate social media page.
- It is each Promoter's responsibility to follow the social media site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by a Promoter that is used to discuss or promote Talk Fusion's Products, or the Talk Fusion opportunity may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any direct selling company other than Talk Fusion.
- During the term of this Agreement and for a period of 12 (twelve) calendar months thereafter, a Promoter may not use any social media site on which they discuss or promote, or have discussed or promoted, the Talk Fusion business or Talk Fusion's products to directly or indirectly solicit Talk Fusion Promoters for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Promoter shall not take any action on any social media site that may reasonably be foreseen to draw an inquiry from other Promoters relating to the Promoter's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 6.8.
- If a Promoter creates a business page on any social media site to promote or relates to Talk Fusion, its Products, or opportunity, the page may not promote or advertise the products or opportunity of any other Network Marketing business other than Talk Fusion. If the Promoter's Talk Fusion business is cancelled for any reason or if the Promoter becomes inactive, the Promoter must deactivate the page and may not thereafter use it in connection with another Network Marketing business.

12.6. Social Networks, and other Online Forums.

Promoters who wish to use personal social networks and online forums to promote their Talk Fusion business may do so under certain conditions only. Promoters may post their Promoter Link on personal social media accounts and in emails for prospects to click on in order to visit the Promoter's replicated website. No other product or service may be promoted or discussed in conjunction with the marketing of Talk Fusion's products or business opportunity. No comparisons can be made concerning other products, their ingredients, and/or their effectiveness in connection with Talk Fusion.

Only statements made in official Company Material may be used to promote Talk Fusion's Products or business opportunity. Promoters may list local Promoter meetings and any corporate events to which visitors would be welcome.

12.7. Promoters are Responsible for Postings.

Promoters are responsible for their postings and all other online activity that relates to Talk Fusion. Therefore, even if a Promoter does not own or operate a blog or social media site, if a Promoter makes a post that relates to Talk Fusion or which can be traced to Talk Fusion, the Promoter is responsible for the posting. Promoters are also responsible for postings which occur on any blog or social media site that the Promoter owns, operates, or controls. Talk Fusion reserves the right to require the removal of non-compliant or infringing posts from any Promoter's social media pages.

12.8. Authorization to Use Name and Likeness.

By entering into the Agreement, the Promoter grants to Talk Fusion and its affiliates and agents the absolute, perpetual, and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, the Promoter's name, photograph, text, personal story, likeness, voice, testimony, biographical information, image, and other information related to Promoter's business with Talk Fusion (collectively, the "Likeness") in marketing, promotional, advertising, and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions), audio and videotapes on the Internet, or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. The Promoter waives any right to inspect or approve any Publicity Materials, including or accompanying his or her Likeness. The Promoter further releases Talk Fusion from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity, and defamation (including libel and slander).

The Promoter may withdraw authorization of any use of Promoter's Likeness that has not already been publicized by providing written notice to Talk Fusion. The Promoter represents, warrants, and covenants that Promoter owns or otherwise possesses all necessary rights with respect to Promoter's Submissions, and that Promoter's Submissions do not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable.

12.9. Domain Names and Email Addresses.

Promoters may not use or register any domain name or email address that consists of or contains any Talk Fusion Trademark or any mark confusingly similar, except that during the term of the Agreement, Promoters may use a domain name or email address that is provided by Talk Fusion in connection with their respective Talk Fusion Websites.

12.10. Promoter Websites.

Promoters may not create their own websites to promote their Talk Fusion business or Talk Fusion's Products or business opportunity. Official Replicated Websites supplied by Talk Fusion are the only online forum through which Talk Fusion Products may be sold and new Talk Fusion Promoter enrollments may be transacted.

12.11. Search Engines, Keywords, and Meta-Tags.

Talk Fusion endeavors to promote the brand and Company, generate product awareness and elevate the global Talk Fusion community on behalf of our Independent Promoters worldwide through search engine marketing (SEM) and other paid online advertising programs. Promoters agree to cooperate fully with Talk Fusion's effort to boost the search rank of Talk Fusion-owned sites on search engine results pages (SERPs) in all markets by not competing with the Home Office for branded keyword terms and phrases; including but not limited to "Talk Fusion."

12.12. Social Networking and Independent Website Termination.

If a Promoter Agreement is terminated for any reason, the Promoter must discontinue using the Talk Fusion name, all of the Talk Fusion Trademarks, trade names, service marks, other intellectual property, and all derivatives of such marks and intellectual property, in any postings and on all social media sites that he or she utilizes. If the Promoter posts on any social media site on which he or she has previously identified himself or herself as a Talk Fusion Independent Promoter, the former Promoter must conspicuously disclose that he or she is no longer a Talk

Fusion Promoter. In the event of termination of a Talk Fusion Promoter Agreement for any reason, the former Promoter is required to remove all references to Talk Fusion from social networking profile(s) from public view within ten (10) days of the date of termination. If the Promoter has a specific Talk Fusion social networking group presence, the Promoter is required to remove his or her social networking group from public view within ten (10) days of the date of the termination. The name of the social networking group may be transferred to another Talk Fusion Promoter, subject to Talk Fusion approval. Removal of references to Talk Fusion from independent websites is subject to the provisions in the Independent Promoter Website Application and Agreement.

12.13. Selling Via Third-Party Internet Sites.

Promoters may sell Talk Fusion Products through their Talk Fusion website and may also direct Customers to purchase the Talk Fusion Products through the Talk Fusion Website. Sales of the Talk Fusion Products or Talk Fusion Branded Assets, through any other website including but not limited to third-party internet sites such as eBay, Amazon, Craigslist, VarageSale, Facebook Marketplace, and/or Poshmark, are strictly prohibited. This rule is required for many reasons, including consumer protection, compliance with laws regarding the Talk Fusion Products, and to protect Talk Fusion Promoters from losing potential enrollments of Customers and Promoters who may be reluctant to engage via the Talk Fusion Program because they view the third-party sites as a competitive source of supply.

12.14. Trade Shows.

With prior written authorization from Talk Fusion, Promoters may display Talk Fusion's products and business opportunity at trade shows. Request for participation in trade shows must be received in writing by Talk Fusion's Support Department via email at least three (3) weeks prior to the show. Written authorization from Talk Fusion must be received before participating in such events. In the event authorization is granted, Talk Fusion's Products and business opportunity are the only products and opportunity that the Promoter may offer in the trade show booth. Only marketing materials and Sales Tools approved by Talk Fusion may be displayed or distributed.

12.15. Generic Business Advertisements.

Promoters may not represent, suggest or imply that a job, position, salary, or any type of employment at Talk Fusion is being offered in order to generate business. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part time employment, or guaranteed incomes. The Talk Fusion business opportunity is not

an employment relationship and may not be presented as such. Terms such as “manager trainee,” “management position available,” “travel provided,” “call for interview,” “position available,” “now hiring,” and other misleading statements are prohibited. No specific income may be promised or implied and any reference to compensation must use the word “bonuses” to indicate the independent contractor status of Promoters.

12.16. SPAM and Internet Policy.

Promoters may not distribute content by use of the distribution lists or to any person or entity who has not given specific permission to be included in such process. Spamming or distribution of chain letters or junk mail is prohibited. Promoters may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable federal, state, local, national, or international law or regulation. Promoters may not, directly or indirectly, send emails or other forms of commercial electronic messages to any person or entity in violation of any federal or state law. Failure to respond to a SPAM notice shall also constitute grounds for immediate suspension or termination of User’s account.

12.17. Trademarks and Copyrights.

The name “Talk Fusion” and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of Talk Fusion. The Company grants Promoters a limited license to use its trademarks and trade names in promotional media for so long as the Promoter’s Agreement is in effect. Upon termination or cancellation of a Promoter’s Agreement for any reason, the license shall expire and the Promoter shall immediately discontinue all use of the Company’s trademarks and trade names. Under no circumstances may a Promoter use any of Talk Fusion’s trademarks or trade names in any email address, website domain name, social media handle, social media name, or address.

Talk Fusion commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Promoters, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Promoters may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium. In addition, Talk Fusion’s Sales Tools, videos, audios, podcasts, and printed material are also copyrighted. Promoters shall not copy any such materials for their personal or business use without Talk Fusion’s prior written consent.

12.18. Product Testimonials.

Customers and Promoters are encouraged to share their excitement as the result of product use through written testimonials. All testimonies and accompanying photographs must be submitted to Talk Fusion's designated email address for receiving such material. Talk Fusion reserves the right to use testimonials, statements, photographs, and other materials voluntarily submitted by Promoters, which shall be used for any and all advertising, promotion, and/or other purposes of trade without having to provide anyone with any further notice or any form of compensation (financial or otherwise). Upon acceptance of this Agreement, each Promoter, in relation to any and all statements Promoter has made or will make concerning Talk Fusion and/or its products (including, but not limited to, Promoter's product use), hereby: (1) represents that any such statements are or will be at the time of being made true, accurate, and supportable; (2) represents that any such statements reflect or will reflect at the time of being made Promoter's true and honest opinion of and actual experience with Talk Fusion and/or its products; and (3) gives his or her permission to Talk Fusion, irrevocably and in perpetuity throughout the world, to reproduce, copy, publish, broadcast, or otherwise use such statements, photographs, or any material based upon or derived therefrom, or to refrain from so doing, in whole or in part, in any manner or media whatsoever, including, without limitation, for any and all advertising, promotion, and/or other purposes of trade. Notwithstanding the foregoing, a testimonial cannot be used to make a claim that is otherwise not permitted by the Agreement or applicable laws.

13

Section Thirteen: **Compensation**

13.1. Compensation Plan and Program Claims.

When presenting or discussing the Talk Fusion Compensation Plan, a Promoter must make it clear to prospects that financial success in Talk Fusion requires commitment, effort, and sales skill. Conversely, Promoters must never represent that one can be successful without diligently applying themselves. Examples of unacceptable statements in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join and I'll build your downline for you.
- The Company does all the work for you.
- You don't have to sell anything.
- All you have to do is buy your products every month.

The foregoing are some examples of improper representations about the Compensation Plan and Talk Fusion's program provided for illustrative purposes. It is important that Promoters do not make these or any similar representations that could lead a prospect to believe success as a Talk Fusion Promoter can be achieved without commitment, effort, and sales skill.

13.2. Processing Fees.

A fee of forty cents (\$0.40) shall be assessed for each commission paid by Talk Fusion to a Promoter.

13.2. Processing Fees.

Talk Fusion uses an independent third-party payment processor ("Payment Processor") to pay Commissions earned by Promoters through the Talk Fusion Compensation Plan. The Payment Processor will set up an account for Promoters (a "E-wallet") and will deposit monies owed to Promoters into their E-Wallet Accounts. With the exception of certain Performance Bonus payments made on an exception basis, all Commissions or Achievement Rewards that Promoters may earn will be paid through the E-Wallet (a Promoter must earn at least twenty dollars (\$20.00) USD in Commissions and/or Achievement Rewards before he or she will receive payment to her or his E-Wallet Account.) This payment processing service may be terminated or modified by Talk Fusion or the Payment Processor at any time upon notice as specified in these Policies and Procedures. PROMOTER ASSUMES THE RISK THAT TALK FUSION AND/OR ITS PAYMENT PROCESSOR MAY MAKE ERRORS THAT RESULT IN UNDERPAYMENT OR OVERPAYMENT TO A PROMOTER, AND PROMOTER AUTHORIZES TALK FUSION, THROUGH

THE PAYMENT PROCESSOR, TO DEBIT OR CREDIT HIS OR HER E-WALLET ACCOUNT AS NECESSARY TO CORRECT ERRORS. PROMOTER UNDERSTANDS AND AGREES THAT TO THE EXTENT PERMITTED BY LAW NEITHER TALK FUSION NOR THE PAYMENT PROCESSOR, NOR THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, OWNERS, EMPLOYEES, AFFILIATES OR AGENTS SHALL BE RESPONSIBLE FOR ANY DAMAGES THAT RELATE TO OR ARISE FROM AN ERROR THAT RESULTS IN AN UNDERPAYMENT OR OVERPAYMENT TO A PROMOTER. ND PROMOTER WAIVES ANY AND ALL CLAIMS WITH RESPECT THERETO.

13.4. Commission Payments.

The minimum amount of first-time payment of commissions is twenty dollars (\$20.00) USD. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds twenty dollars (\$20.00) USD. As a fraud prevention measure, commissions that remain unclaimed in any Promoter account for twelve (12) months will be deemed waived and abandoned, purged from the Promoter's account and retained by Talk Fusion. Waived and purged commissions will only be reinstated upon a Promoter's written request to Talk Fusion Support and subsequent verification of the Promoter's identity. Promoters waive all claims against Talk Fusion, the payment processor, and their respective officers, directors, members, owners, employees, affiliates and agents relating to the purging of a Promoter's account or withdrawal of funds, even if the likelihood of such damages or losses is made known to Talk Fusion and/or the payment processor prior to the time of the purging or withdrawal.

13.5. Commission Payout Cap.

Talk Fusion's Compensation Plan pays up to fifty-five percent (55%) of total company Sales Volume in commissions and bonuses to its Independent Promoters. If any payout calculation results in total payout exceeding fifty-five percent (55%) of Sales Volume, Team Bonuses will be adjusted on a pro-rated basis so that the total payout (all bonuses and commissions) is capped at no more than fifty-five percent (55%) of Sales Volume.

Talk Fusion reserves the right to withhold or reduce any Promoter's compensation as it deems necessary to comply with any garnishment or court order directing Talk Fusion to retain, hold, or redirect such compensation to a third party.

14

Section Fourteen: **Transfer of Promoter Agreement**

14.1. Business Transfers.

Promoters in good standing may sell, transfer or assign their Talk Fusion business with Talk Fusion's prior written consent. Requests to sell, transfer or assign a business must be submitted in writing to support@TalkFusion.com. It is within Talk Fusion's discretion whether to allow a business sale or transfer, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation will be authorized for sale, transfer or assignment unless and until the disciplinary matter is resolved to Talk Fusion's sole satisfaction. Prior to selling, transferring or assigning a business to a third party, the Promoter must offer Talk Fusion the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten (10) days to exercise its right of first refusal.

14.2. Transfer Upon a Promoter's Death or Incapacity.

A Promoter may devise his or her business to his or her heirs. Because Talk Fusion cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.) that enters into a Promoter Agreement with Talk Fusion. Talk Fusion will thereafter transfer the Promoter's business to the business entity and issue commissions to the entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide Talk Fusion with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Talk Fusion Agreement within thirty (30) days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

14.3. Business Distribution Upon Divorce.

Talk Fusion is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. Talk Fusion will recognize as the owner of the business the former spouse to whom is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the Talk Fusion business must also execute and submit a Talk Fusion Agreement within thirty (30) days from the date on which the divorce becomes final or the business will be cancelled.

14.4. Dissolution of a Business Entity.

Talk Fusion is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a business entity that operates a Talk Fusion business dissolve, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The Talk Fusion business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its Talk Fusion business, it must do so pursuant to Section 14.1.

In addition, the recipient of the Talk Fusion business must also execute and submit a Talk Fusion Agreement to the Company within thirty (30) days from the date of the dissolution of the business entity or the Talk Fusion business will be cancelled.

15

Section Fifteen: **Cancellation**

15.1. Voluntary Cancellation.

A Promoter in Talk Fusion's network-marketing plan has a right to cancel at any time, regardless of reason. Notice of cancellation must be submitted in writing to Talk Fusion via the participant's Portal. The notice must include the Promoter's signature, printed name, address, and Talk Fusion I.D. Number. If a Promoter is also on Monthly Subscription, any pending Monthly Subscription order shall continue to be fulfilled unless the Promoter also specifically requests that the pending order be cancelled. A Promoter may also voluntarily cancel his or her Talk Fusion business by failing to renew the Agreement on its annual anniversary date, by withdrawing consent to contract electronically.

15.2. Effect of Cancellation.

A Promoter whose business is terminated or cancelled for any reason will lose all Promoter rights, benefits, and privileges. This includes the Promoter's right to represent as an Independent Talk Fusion Promoter, to sell Talk Fusion Products and Services, and to receive commissions, bonuses, or other income resulting from his or her own sales and the sales and other activities of the Promoter and the Promoter's former downline sales organization.

15.3. Cessation of Business.

Talk Fusion expressly reserves the right to and may terminate any Promoter Agreement effective upon thirty (30) days written notice (or upon such shorter notice as required by unforeseen circumstances) for any reason or no reason.

16

Section Sixteen: **Remedial Actions, Grievances, and Complaints**

16.1. Disciplinary Sanctions.

Violation of the Agreement, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Promoter that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Promoter's Talk Fusion business and/or any other disciplinary measure that Talk Fusion deems appropriate to address the misconduct. Talk Fusion may institute legal proceedings for monetary and/or equitable relief.

16.2. Equitable Relief.

Promoter agrees that violation of any restrictive covenant in these Policies and Procedures shall cause irreparable harm to Talk Fusion which may not be completely remedied by financial damages alone. Promoters you consent to entry of injunctive relief and stipulate that irreparable harm to Talk Fusion will ensue, absent injunctive relief awarded to Talk Fusion.

16.3. Subpoena Fees.

If Talk Fusion is compelled to respond to a subpoena related to a Promoter's account, it may charge the Promoter's account for the costs incurred by Talk Fusion. These costs may include attorney fees, court costs, and overhead costs associated with complying with the subpoena. Promoters authorize Talk Fusion to charge any such costs to the credit card or other account used to pay for a Monthly Subscription order by the Promoter.

16.4. Negative Comments.

Complaints and concerns about Talk Fusion should be directed via email to Talk Fusion Support at Support@TalkFusion.com. Promoters shall not make disparaging, demeaning, or make negative remarks about Talk Fusion, its Promoters or Customers, its owners, officers, directors, management, or employees, or its agreements, Products, business opportunity or Compensation Plan.

16.5. Grievances and Complaints.

When a Promoter has a grievance or complaint with another Promoter regarding any practices or conduct in relationship to his or her Promoter Agreement, the complaining Promoter should first report the problem to his or her Sponsor. If the matter cannot be resolved, it may be reported in writing to Talk Fusion Support at Support@TalkFusion.com. Talk Fusion will review the facts and may attempt to assist the Promoter to resolve the issue.

16.6. Reporting Mistakes or Discrepancies.

If a Promoter believes there has been a mistake or discrepancy in his or her compensation, in the structure or composition of his or her downline organization, or any other mistake by Talk Fusion that has impacted his or her income, it is the Promoter's responsibility to bring it to the Company's attention in writing via email to support@TalkFusion.com no later than sixty (60) days from the date on which the mistake occurred. While Talk Fusion will use its best efforts to rectify mistakes, the Company shall not be responsible for correcting errors, making changes, or making financial remuneration for errors reported more than sixty (60) days after the error occurs.

17

Section Seventeen: **Warranties, Limitations of Liability, Indemnification**

17.1. Disclaimer of Warranties.

Talk Fusion warrants to Promoters and Customers that the Talk Fusion Products as and when delivered by Talk Fusion shall be free from material defects. Talk Fusion's sole obligation to Promoters and Customers, and Promoters' sole and exclusive remedy for breach of this warranty shall be to return any defective Talk Fusion Products and receipt of a replacement or refund as described in Section 12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TALK FUSION HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE TALK FUSION PRODUCTS, THE PROGRAM, TALK FUSION MARKETING MATERIALS, TALK FUSION GEAR, TALK FUSION BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

17.2. Limitation of Liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A PROMOTER OR TALK FUSION (INCLUDING ANY OF ITS AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS, REFERRED TO AS "RELATED PARTIES") BE LIABLE TO ANY PARTY, PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE PROMOTER AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE TALK FUSION PRODUCTS, THE PROGRAM, TALK FUSION MARKETING MATERIALS, TALK FUSION GEAR, OR TALK FUSION BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PROMOTER OR TALK FUSION (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

17.3. Indemnification.

Each Promoter agrees to indemnify, defend, and hold harmless Talk Fusion (together with its Related Parties as defined in Section 17.2), its agents, other Promoters, stockholders, members, employees, directors, officers, and attorneys (collectively “Indemnified Parties”) from and against any and all losses or liabilities (including attorney’s fees) they may suffer or incur as a result of such Promoter’s breach or alleged breach of the Agreement, including, without limitation, any terms or conditions of these Terms of Use. Promoter further agrees to release Talk Fusion and its affiliates and Related Parties (as defined herein) from all liability arising from or relating to promotion or operation of Promoter’s Talk Fusion business and any activities and/or omissions related to it (e.g., the presentation of Talk Fusion products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, misrepresentations to a third party, etc.). Promoter further agrees to indemnify Talk Fusion and the Related Parties for any payments (including defense costs), liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Promoter undertake in operating Promoter’s business.

Talk Fusion Terms of Service require Users to indemnify and hold harmless Talk Fusion against any losses, damages, or liabilities, including legal fees, arising from trademark infringement related to content creation and-or content sent through their service. This includes situations where a user’s content infringes on a third party’s trademark or where a user’s actions related to the service cause a third party to claim trademark infringement.

Here’s a more detailed breakdown:

- **User Responsibility:**

Users are responsible for ensuring their content doesn’t infringe on any third-party intellectual property, including trademarks. Talk Fusion is not liable for the content sent by Users.

- **Indemnification Clause:**

Talk Fusion’s Standard Terms of Use explicitly states that users agree to indemnify, defend, and hold Talk Fusion harmless against any losses, damages, judgments, fines, and costs (including legal fees) related to trademark infringement arising from their use of the service.

- **Scope of Indemnification:**

This indemnification extends to multiple scenarios, including:

- Users’ failure to comply with Talk Fusion’s Terms of Service.
- Acts or omissions of any contact connected through Talk Fusion.
- Any third-party claims of trademark infringement related to the User’s content or use of the service.

17.4. Limitations Period.

Any action, including any action against one, all or some of the Related Parties, whether based in tort, contract, equity or some other ground, arising out of or relating the Agreement or any business relationship between a Promoter and Talk Fusion, must be brought within one (1) year from the date on which the claimant knows, or through reasonable diligence should know, of the conduct giving rise to the cause of action. Failure to bring such action within such time period shall extinguish and bar all claims based on the conduct. The Parties waive all claims, objections or defenses that any other limitations period is applicable.

17.5. Waivers.

The waiver by either party of a breach of or a default under any provision of the Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

17.6. Force Majeure.

Talk Fusion shall not be responsible for delays or failures in performance caused by circumstances beyond a party's control such as strikes, acts of God, labor difficulties, fire, war, or government decrees.

18

Section Eighteen: **Miscellaneous; Dispute Resolution**

18.1. Actions of Affiliated Parties and Household Members.

The term “Business Entity” shall mean any corporation, partnership, limited liability company, trust, or other entity that owns or operates a Talk Fusion business. The term “Affiliated Party” shall mean any individual, partnership, trust, limited liability company, or other entity that has an ownership interest in, or management responsibility for, a Business Entity. A Business Entity and each Affiliated Party must comply with the Agreement. If a Business Entity and/or any Affiliated Party violates the Agreement, Talk Fusion may take disciplinary action against the Business Entity and/or against any or all of the Affiliated Parties. In addition, if a household family member of a Promoter engages in conduct that would be a violation of the Agreement, the conduct of the household family member may be imputed to the Promoter.

18.2. Assignment of Rights.

Neither party shall assign its rights, or delegate its duties toward the other, without the written authorization of the other party. Notwithstanding the foregoing, if a controlling interest in Talk Fusion is transferred to a third party, or if a third party acquires a controlling interest in the assets of the Company, Talk Fusion may transfer its rights, duties, and obligations in all Agreements to such third party as part of the sale or transfer of its business and/or assets to such third party.

18.3. Suspension.

Talk Fusion reserves the right to suspend any Promoter position at any time for cause when it is deemed that the Promoter may have violated the provisions of the Agreement, as they might be amended from time to time, or the provisions of the applicable laws and standards of fair dealing. Talk Fusion shall make such involuntary suspension at its discretion pending the investigation of a possible violation. Talk Fusion will notify the Promoter by postal delivery and/or email sent to the latest address listed with Talk Fusion for the Promoter. In the event of a suspension, a Promoter agrees to immediately cease representing himself/herself as a Promoter with Talk Fusion. This remedy is cumulative and not exclusive of other remedies.

18.4. Effects of Suspension.

18.4.1. While suspended, the Promoter’s Monthly Subscription settings may remain in effect, at the Company’s discretion, and may result in the order being placed and charged to their primary payment method unless otherwise cancelled by the Promoter.

18.4.2. Any Commissions, overrides, or bonuses, which may be due, if any, will be held in abeyance by Talk Fusion pending resolution. Should the breach be deemed unsubstantiated by Talk Fusion, the suspension shall be lifted and the unpaid earnings will be credited to the

Promoter; however, should the breach be substantiated, Talk Fusion may withhold some or all of the earnings to offset damages it incurs as a result of the Promoter's breach.

18.4.3. During the applicable suspension period, Talk Fusion shall have the right to prohibit the suspended Promoter from purchasing Products and services.

18.4.4. A suspended Promoter does not have the right to represent himself/herself as a Promoter or promote his or her business or the Products during the applicable suspension period.

18.4.5. Fines. When circumstances are deemed appropriate, and in its sole discretion, Talk Fusion may impose a monetary fine for any breach of the Agreement. This remedy is cumulative and not exclusive of other remedies.

18.5. Dispute Resolution.

The following comprehensive approach to dispute resolution shall apply to all disputes between Promoters and the Company, with the sole exception of any action to enforce the restrictive covenants in Section 8: Confidential Mediation. Subject to the exceptions in these policies, prior to bringing legal action for disputes that arise from or relate to the Agreement or the Talk Fusion Business, the parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. One (1) individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator within thirty (30) days from the date on which the complaining party submits a written request to the other party seeking mediation, the complaining party shall request the American Arbitration Association ("AAA") to appoint a mediator. The mediation shall occur within ninety (90) days from the date on which the complaining party submits a written request to the other party seeking mediation. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Claims shall be held with the parties and the mediator physically present in the same location in Hillsborough County, Florida, USA and shall last no more than two (2) business days unless the parties agree otherwise.

Confidential Arbitration. Except as otherwise provided in the Agreement, if a claim is not resolved through mediation, any controversy or claim that arises out of or relates in any way to the Agreement, the breach thereof, or the Talk Fusion business shall be settled through binding confidential arbitration. The Parties waive all rights to trial by jury or by any court. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at www.adr.org. Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to Promoters upon request to Talk

Fusion's Customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The Federal Arbitration Act shall govern all matters relating to arbitration, including the enforceability of this arbitration provision. The law of the State of Florida, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement and the Talk Fusion Business.
- The arbitration hearing shall commence no later than three-hundred and sixty-five (365) days from the date on which the arbitrator is appointed and shall last no more than five (5) business days.
- The Parties shall be allotted equal time to present their respective cases.

All arbitration proceedings shall be held in Hillsborough County, Florida. The parties may select a mutually agreeable arbitrator. If the parties do not agree on an arbitrator within sixty (60) days from the date on which the arbitration is filed, the petitioner shall request that the AAA appoint an arbitrator. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees, including with respect to prosecution of any petition or motion to confirm or vacate an award. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court having jurisdiction over either of the parties. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

Any Related Party who is joined in any arbitrable claim shall be entitled to invoke and enforce the arbitration provisions of this Agreement as if any Related Party was a signatory hereto. The parties, their respective agents and attorneys, and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to any third party:

- The substance of, facts underlying, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, the content of any pleadings, and exhibits to the pleadings, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

a. Liquidated Damages for Breach of Confidentiality Obligations.

If a Party violates its confidentiality obligations under the mediation or arbitration policies, the nonbreaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys, or agents breach the confidentiality provisions of this policy, the nonbreaching Party shall be entitled to liquidated damages in the amount of twenty-five thousand dollars (\$25,000.00) USD per violation. Every disclosure of each allegation, pleading, claim or other prohibited disclosure shall constitute a separate violation. The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty. The confidentiality obligations in this dispute resolution policy shall not restrict a party or its counsel acting in good faith from discussing a claim with an individual to determine if he/she is a witness to the action and as necessary to elicit relevant testimony from the witness or from discussing or showing documentary or other evidence as necessary to prepare the witness for testimony or to ascertain the extent of the witnesses knowledge of the facts relevant to the case. However, neither party shall allow a witness or prospective witness to retain copies of any documents, evidence, or pleadings related to the matter.

b. Arbitration Continued.

- **Equitable Relief.** Notwithstanding the foregoing arbitration agreement, nothing in the Agreement shall prevent either party from applying to and obtaining from the court a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect the party's intellectual property, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the Non-solicitation provisions of the Agreement. In the event any such action to obtain such equitable relief is filed, no party may assert in that action by way of counterclaim, cross-claim or otherwise any claim that is subject this arbitration agreement.
- **Enforcement of an Arbitration Award.** A Party may apply to a court for judicial enforcement of an arbitration award. The Parties consent to sole and exclusive jurisdiction and venue in the courts residing in Hillsborough County, State of Florida or the United States District Court for the Middle District of Florida, Tampa Division, to challenge or enforce an arbitration award. The Parties waive any right to seek confirmation or vacatur of an award in any other court.
- **Class Action Waiver.** ALL DISPUTES ARISING FROM OR RELATING TO THE AGREEMENT, ARISING FROM OR RELATING TO THE RELATIONSHIP BETWEEN THE PARTIES, OR ARISING FROM OR RELATING TO THE TALK FUSION BUSINESS, SHALL BE BROUGHT AND PROCEED ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE THEIR RIGHTS TO PURSUE ANY ARBITRATION OR LAWSUIT OR OTHER ACTION AGAINST THE OTHER PARTY AND/OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS AND AGENTS OR OTHER RELATED PARTY, ON A CLASS OR CONSOLIDATED BASIS. YOU MAY OPT OUT OF THIS CLASS WAIVER BY SENDING WRITTEN NOTICE TO TALK FUSION OF YOUR DESIRE TO OPT OUT WITHIN THIRTY (30)

DAYS FROM THE DATE ON WHICH YOU SUBSCRIBE TO THE PRODUCTS AND SERVICES. OPT OUT NOTICES MUST BE SENT TO TALK FUSION VIA CERTIFIED MAIL AT: 1321 KINGSWAY ROAD, BRANDON, FL, 33510 USA.

d. Liquidated Damages.

In any case which arises from or relates to the wrongful termination of a Promoter's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Promoter's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, Promoter's sole remedy shall be liquidated damages calculated as follows:

- For Promoters up to the Commission Rank of Diamond, liquidated damages shall be in the amount of his or her gross compensation that he/she earned pursuant to Talk Fusion's Compensation Plan in the two (2) months immediately preceding the termination.
- For Promoters at the Commission Rank of Double Diamond, liquidated damages shall be in the amount of his or her gross compensation that he/she earned pursuant to Talk Fusion's Compensation Plan in the three (3) months immediately preceding the termination.
- For Promoters at the Commission Rank of Triple Diamond or higher, liquidated damages shall be in the amount of his or her gross compensation that he/she earned pursuant to Talk Fusion's Compensation Plan in the four (4) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Promoter pursuant to Talk Fusion's Compensation Plan as well as retail profits earned by Promoter for the sale of Talk Fusion merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by Promoter to Customers at the time of the sale. The Parties agree that the foregoing liquidated damage schedule is fair and reasonable.

A Promoter's "Commission" rank is the rank or title at which they actually qualified to earn compensation under the Talk Fusion Compensation Plan during a pay-period. For purposes of this Policy, the relevant pay-period to determine a Promoter's Commission Rank is the pay-period during which the Promoter's business is placed on suspension or terminated, whichever occurs first. The "Commission" rank differs from the "Recognition Rank," which is the highest title or rank that a Promoter has ever been paid under the Talk Fusion Compensation Plan.

e. Louisiana Residents.

Notwithstanding anything to the contrary in the foregoing and the arbitration provision set forth above, residents of the State of Louisiana shall be entitled to bring an arbitration action in their home forum and pursuant to Louisiana law.

18.6 Waiver of Jury Trial.

The Parties irrevocably waive and release any and all rights to trial by jury of all claims in any suit or action arising out of this Agreement or the Talk Fusion business regardless of whether other persons or entities are also party to the suit or action.

8.7. Disputes Between Promoters.

When a Promoter has a grievance or complaint with another Promoter regarding any practice or conduct in relationship to his or her Promoter Agreement, the Promoter should try to resolve it with the other Promoter. If the matter involves interpretation or violation of the Agreement by the other Promoter, the complaining or aggrieved Promoter must report it in writing to the Talk Fusion Support Department, via email or certified mail. Details of the incident such as dates, number of occurrences, persons involved, witnesses, and any other supporting documentation should be included in the report. Such communications must bear the Promoter's signature and ID number. Anonymous complaints will be accepted but Talk Fusion may not take corrective action without credible evidence. No telephone calls will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. Talk Fusion may inform a Promoter's upline leaders of any actions or potential actions taken.

19

Section Nineteen: **Privacy Policy**

Talk Fusion values your privacy and understand the importance of protecting it. This “Privacy Policy” applies to Personal Information (as defined below) we collect from you when you visit Talk Fusion’s corporate website, a “Replicated Website” of a Promoter for Talk Fusion, or the Portal of a Promoter (collectively, the “Site”). This Site is operated by Talk Fusion, and is hosted on Talk Fusion’s server as well as on the servers of Talk Fusion’s third-party technology providers. The Personal Information you submit on this Site is accessed by Talk Fusion and the Promoter to whom this Site is assigned (as set forth in this Privacy Policy). For the purpose of EU data protection laws, Talk Fusion and Promoters (depending on your relationship with Promoters) are “data controllers” and are responsible for, and control the processing of, your Personal Information collected pursuant to this Privacy Policy.

19.1. Personal Information Collection.

Through your use of or visits to the Site, we may collect Personal Information the Promoter provides to Talk Fusion. “Personal Information” is any piece of information that can potentially be used to identify, contact, or locate a single person. We may collect the following Personal Information from you: your name, address, email address, telephone number, social security or tax identification number, and credit card or banking information, billing address, IP address, images or videos that you upload to the Site, passport information, date of birth, driver’s license information, and purchase history. We may also collect Personal Information in connection with communications you send us, for example, to report a problem or to submit questions, concerns, or comments regarding the Site, our products, or any related content. Finally, we may collect Personal Information from surveys, if you choose to respond or participate in such surveys. In addition, Promoters may collect your name, email address, and telephone number.

In order to become a Promoter, you must provide biographical and contact information (such as name, mailing address, telephone numbers, and email address) to us. Promoter applicants must also provide Personal Information such as an applicant’s Social Security Number or Federal Tax ID Number so that we may prepare and file necessary non-employee compensation forms for the IRS. Promoters and Customers are also required to provide payment information (such as credit card or debit card). We may also collect Promoters’ commission and bonus information.

19.2. Use of Personal Information.

We collect and use Promoter’s Personal Information to fulfill our legal and contractual obligations with you and to pursue our legitimate interests, which include: (i) establishing or maintaining our relationship with you; (ii) contacting you and responding to your requests and inquiries; (iii) providing you with services you have requested; (iv) keeping you informed of products and services we think may be of interest to you; (v) personalizing your experience with us; (vi) assisting you while you use the Site; (vii) business administration, including

statistical analysis; (viii) improving the Site by helping us to understand who uses the Site and how they are used; (ix) for fraud prevention and detection; and (x) to comply with applicable laws, regulations, and codes of practice.

19.3. Disclosure of Personal Information.

19.3.1. Personal Information.

Talk Fusion DOES NOT share Personal Information except with contracted service providers as may be necessary to: (a) process orders and/or returns and obtain payment; (b) complete an enrollment as a Promoter or Customer; (c) maintain our genealogy database; (d) issue payments and report income to taxing authorities; and (e) maintain communication with you. We also provide personally identifiable information: (a) to upline Promoter(s) as described in the “Genealogy” Information section; and/or (b) to assign a sales or enrollment lead to a Promoter; (c) to governmental agencies as required pursuant to law; and/or (d) to a Successor to Talk Fusion’s business. A “Successor” is any individual or entity that acquires the assets of Talk Fusion, or a controlling interest in Talk Fusion’s stock or other ownership interest, or a trustee appointed to operate Talk Fusion’s business. Talk Fusion requires third parties who perform services for us to agree to treat Personal Information confidentially and securely and only for the purpose of performing services on our behalf. This statement does not address the privacy practices or policies of our Promoters. However, Customers and Promoters agree, as specified in our contract with them, to comply with all applicable privacy laws and regulations.

19.3.2. “Genealogy” Information.

As a network marketing company, Talk Fusion provides certain information to Promoters regarding other Promoters and Customers enrolled in a Promoter’s downline marketing organization.

- If you complete a “Contact Me” form, all information provided within that form is sent to the sponsoring Promoter.
- If you join as a Promoter, the sponsoring Promoter will have access to:
 - o The new Promoter’s name
 - o Identification of the product the new Promoter purchased
 - o The sales volume associated with the new Promoter’s purchase
 - o The downline Promoter’s rank
 - o The personal enrollments of the downline Promoter made in the past thirty (30) days
 - o The weekly cycles of the personally sponsored Promoter
 - o The number of Promoters that the downline Promoter has personally sponsored
 - o The total active volume of each personally sponsored Promoter

Any Promoter can see the total leg count of any other Promoter in their downline and whether any downline member is Active and/or qualified.

Personal Information relating to downline Promoters is made available to Promoters subject to a confidentiality and non-solicitation covenant in the agreement that each Promoter enters into with Talk Fusion. However, Talk Fusion does not warrant that other Promoters will adhere to the confidentiality and non-solicitation covenants, and Talk Fusion shall not be responsible for Promoters' violation of these covenants.

19.3.3. Aggregate Information (non-personally identifiable).

Talk Fusion may share aggregated demographic information with our partners, vendors, suppliers, third party providers, and advertisers. This is not linked to any Personal Information.

19.3.4. Lead Assignment.

Talk Fusion occasionally will assign prospective sales and new Promoter leads to Promoters. In these cases, we will provide the lead with the appropriate Promoter's name and contact information and/or provide a Promoter with the prospective lead's name and contact information.

19.3.5. Legally Required Law Enforcement, Judicial, and Administrative Agency Disclosures.

Talk Fusion will provide Personal Information as necessary to comply with judicial and administrative orders, subpoenas, civil or criminal investigative demands, administrative and regulatory demands, and other legal obligations. For Talk Fusion to conduct business in certain jurisdictions, Talk Fusion may be called upon to disclose certain personally identifiable and confidential information to regulatory authorities in those jurisdictions. Such information may include, but is not limited to, income information and personally identifiable information. Talk Fusion is authorized to provide such information as we deem necessary.

19.4. International Transfers of Personal Information.

Talk Fusion is located, and this Site is hosted, in the USA. If you are visiting this Site from outside the United States, please note that any Personal Information you share with us will be stored and processed in the United States. Unless restricted by law, regulation, contract, or professional standards, we may transfer your Personal Information outside of the United States to other countries for the purposes described in this Privacy Policy.

If you are located in the European Economic Area ("EEA"), we may transfer your Personal Information to countries outside of the EEA that may not provide a similar or adequate level of protection to that provided by the EEA (including the United States). To provide adequate protection for Personal Information transferred from the EEA, Talk Fusion relies on European Commission approved Standard Contractual Clauses.

19.5. Your Rights.

Individuals in the EEA have certain data subject rights, which may be subject to limitations and/or restrictions. These rights include the right to: (i) request access to and rectification or erasure of their Personal Information; (ii) obtain restriction of processing or to object to processing of their Personal Information; and (iii) ask for a copy of their Personal Information to be provided to them, or a third party, in a digital format. If you wish to exercise one of the above-mentioned rights, please send us your request to the contact details set out below. Individuals also have the right to lodge a complaint about the processing of their Personal Information with their local data protection authority.

19.6. Communications.

19.6.1. Communication from Talk Fusion and from Upline Promoters.

Talk Fusion sends all new Promoters and Customers a welcoming email. All Promoters and Customers will occasionally receive information on the Talk Fusion business, products, services, special deals, etc.

19.6.2. Contact by Other Promoters.

Promoters may be contacted by their sponsor or other upline Promoter.

19.6.3. Customer Service.

Talk Fusion communicates with Promoters and Customers via email, regular mail, text, social media, and telephone on a regular basis to provide requested services and in regard to issues relating to their Talk Fusion business. Talk Fusion communicates with Customers with respect to products or services purchased by such Customers from Talk Fusion. Such communications may be by email, regular mail, text message, social media, or telephone. Talk Fusion also communicates with Promoters through leaving messages in Promoters' Portals.

19.7. Miscellaneous.

19.7.1. Information Collection and Use.

I understand that Talk Fusion is the sole owner of the information collected on this site and that they will not sell, share, or rent this information to others. By purchasing or using any Talk Fusion Product or Service, I authorize Talk Fusion to use my brand, name, video, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

19.7.2. Retention of Personal Information.

Talk Fusion retains Personal Information for as long as necessary to fulfill the purposes outlined

in this Privacy Policy, unless a longer retention period is required or allowed by law, including to fulfill a legal obligation.

19.7.3. Security.

Talk Fusion implements and maintains reasonable physical, administrative, and technical security measures to protect Personal Information from loss, misuse, or unauthorized access, disclosure, alteration, or destruction. While it uses SSL encryption to protect sensitive information online, Talk Fusion also seeks to protect Personal Information off-line. All Personal Information is restricted in our offices. Only employees who need the Personal Information to perform a specific job (for example, a billing clerk or a Customer service representative) are granted access to Personal Information. Furthermore, employees are kept up-to-date on security and privacy practices and trained accordingly.

19.7.4. Third Party Links.

This Site may contain links to or from other sites. Please be aware that Talk Fusion is not responsible for the privacy practices of such other sites. We encourage users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by Talk Fusion websites.

19.7.5. California Online Privacy Protection Act Compliance.

California Civil Code Section § 1798.83 permits users of our website that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, you may contact us as described below.

19.7.6. Children's Privacy.

This Site is not intended for minors. If you are under the age of eighteen (18), do not use this Site. We do not knowingly collect any information from anyone under eighteen (18) years of age. If we learn that we have collected or received Personal Information from a child under the age of eighteen (18) without verification of parental consent, we will delete that information.

19.7.7. Choice of Law.

This Agreement shall be governed, interpreted, construed and enforced under the laws of the State of Florida, including its choice of law principles.

20

Section Twenty: **Terms of Service**

20.1. Purpose of Service.

Talk Fusion®, Inc. provides Users with Video Email Services (the “Products and Services”). Unless explicitly stated otherwise, any new features that enhance the current version of the Products and Services, including the release of new features, shall be subject to the Terms of Service. User understands and agrees that the Products and Services are provided “as is” and that Talk Fusion assumes no responsibility for: the failure to store any User communications or personalization settings, for loss or damage to User’s data, messages, or property of any nature.

20.2. User Obligations.

In consideration of use of Talk Fusion Products and Services, User agrees to: (a) provide true, accurate, current and complete information as required on the User Application and (b) maintain and promptly update the User profile to keep it accurate, updated and complete. If User provides any information that is untrue, inaccurate, not current or incomplete, Talk Fusion has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Talk Fusion has the right to suspend or terminate User’s account and refuse any and all current or future use of the Products and Services.

20.3. Account Modifications.

If your profile needs to be updated, you may do so by logging into your Talk Fusion Account and electronically submitting the new data or by emailing your updated information to Support@talkfusion.com.

20.4. Passwords.

User is responsible for maintaining the confidentiality of the password and is fully responsible for all activities that occur under User’s account. Talk Fusion is not responsible for any misappropriation, loss or damage of any other nature caused in whole or in part from User’s failure to maintain the confidentiality of User’s password. Users waive, release and remise any and all claims, defenses, objections, demands, complaints, damages and causes of action against Talk Fusion, whether arising in tort, contract, equity or some other basis, arising from or relating in any way to such failure by a User. You may change your password by logging into your Talk Fusion Account at any time.

20.5. Inactive Accounts.

If a Talk Fusion Video Email Account is inactive for a period of 60 days or greater, Talk Fusion reserves the right to delete all account records which include any video content.

20.6. Conduct.

User acknowledges that Talk Fusion cannot possibly review all content before it is sent, but that Talk Fusion and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any content that is available via Talk Fusion. Specifically, User agrees not to use the Products and Services to transmit or communicate any form of abusive, obscene, vulgar, defamatory, libelous, slanderous, hateful, threatening, harassing, or sexually oriented content, or involving racial, sexual, or religious discrimination, including any other material that may violate any applicable laws or be determined to be generally offensive by reasonable moral standards. User understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“Content”), whether publicly or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the User and not Talk Fusion, is entirely responsible for all content that the User emails, transmits or otherwise makes available via the Products and Services. Talk Fusion does not control the content transmitted via the Products and Services and, as such, does not guarantee the accuracy, integrity or quality of such content, nor does it endorse the content in any fashion. Under no circumstances will Talk Fusion be liable in any way for any content, including, but not limited to, any errors or omissions, or for any loss or damage of any kind incurred as a result of the use of any content, emailed, transmitted or otherwise made available via Talk Fusion.

User agrees to not use the Products and Services to: (I) email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable; (II) harm minors in any way; (III) Email, transmit or otherwise make available any unauthorized advertising, promotional materials, “junk mail,” or “spam” (IV) impersonate any person or entity, including, but not limited to, a Talk Fusion employee, official, or falsely state or otherwise misrepresent its affiliation with a person or entity; (V) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through Talk Fusion; (VI) email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (VII) email, transmit or otherwise make available any content that User does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (VIII) e-mail, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (“Rights”) of any party or third party; (IX) “stalk” or otherwise harass another or collect or store personal data about other Users; interfere with or disrupt the Talk Fusion product or servers or networks connected to Talk Fusion, or disobey any requirements, procedures, policies or regulations of networks connected to Talk Fusion; (XI) intentionally or unintentionally violate any applicable local, state,

national or international law, including, but not limited to, regulations set forth by the U.S. Securities and Exchange Commission, The Federal Communications Commission and any rules of any national or other securities exchange.

20.7. Spamming Prohibited.

Users may not distribute content by use of the distribution lists or to any person or entity who has not given specific permission to be included in such process. Spamming or distribution of chain letters or junk mail is prohibited. Users may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable federal, state, local, national, or international law or regulation. Users may not, directly or indirectly, send emails or other forms of commercial electronic messages to any person or entity in violation of any federal or state law. Failure to respond to a SPAM notice shall also constitute grounds for immediate suspension or termination of User's account.

20.8. General Practices.

User agrees that Talk Fusion or third-party consultants have no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by Talk Fusion or via use of the Products and Services.

20.9. Delivery.

Talk Fusion has passed an extensive audit process to ensure that our Video Email sending practices and infrastructure adhere to industry best practices. When it comes to email sending, reputation is a measure of confidence that an IP Address, email address, or sending domain is not a source of SPAM. Similarly, you can build your reputation with Talk Fusion by sending high quality Video Emails. Excessive SPAM complaints and bounces will negatively impact your reputation and cause Talk Fusion, if deemed necessary, to temporarily pause or terminate your Talk Fusion Account. A high-quality email is an email that recipients find valuable and want to receive. Ultimately, your deliverability rests on the quality of the emails that you send, because email providers can defer or block emails they consider to be SPAM or low quality. Please note that Talk Fusion does not control the deliverability policies of every ISP and therefore does not guarantee that every Video Email you send will be delivered to the inbox of your intended recipient.

20.10. Cancellation.

User agrees that Talk Fusion, at its sole discretion, may remove and discard any content within the Products and Services, for any reason or if Talk Fusion believes that User has violated or acted inconsistently with the letter or spirit of the Terms of Service. User agrees that any termination of his or her access to Talk Fusion for violation of these Terms of Service may be affected without prior notice, and acknowledge and agree that Talk Fusion may immediately deactivate or delete his or her account and all related information and files in his or her account and/or bar any further access to such files. Further, User agrees that Talk Fusion shall not be liable to User or any third-party for any termination of its access to the Products and Services. Contact Us If you have questions regarding this Privacy Policy, please contact us at Support@TalkFusion.com or by mail at:

Talk Fusion
1321 Kingsway Road
Brandon, FL 33510 USA



