

Revii Life Global Distributor Application – Qualifier

Revii Inc • 9060 Zachary Lane North, Suite 104 • Maple Grove, MN 55369

FAX: (763) 493-3216 • EMAIL: support@revii.net

Customer Service: 1-800-442-0993 (long distance); (763) 493-3200 (local)

Applicant's Name: **(PLEASE PRINT)**

Business Name to be listed on account (if applicable)

Mailing Address _____ City _____ State _____ Zip _____

Shipping Address (if different from Mailing Address – no PO Boxes) _____ City _____ State _____ Zip _____

Social Security #/Federal Tax ID# _____ Email _____ Phone # _____ Fax # _____

Sponsor's Information

Sponsor's Name/Company Name

Sponsor's Distributor ID#

Sponsor's Phone #

YES! I want to become an Independent Distributor for Revii Life Global (RLG).

I have read the terms and conditions and understand all my options. I agree to abide by the Terms & Conditions in the Distributor Agreement on page 2 of this Distributor Application and to meet the following requirements for Distributor Enrollment:

1. Enroll with an RLG Membership with Back Office & Website Hosting for 1 yr = \$39.95
2. Select your Distributor Kit by choosing products in the chart to the left. Your products must have a minimum total Personal Sales Volume (PSV)

Requirements based on the following Distributor Kits:

- 400 PSV = Founder Kit – Select Up to 8 Qualifier Packs**
- 200 PSV = Upgrade to Founder Kit** (Must have purchased a Silver Kit previously)
- 200 PSV = Silver Kit – Select Up to 4 Qualifier Packs**
- 50 PSV = Starter Kit – Select 1 Qualifier Pack**
- RLG Distributor Membership Only**

Starter, Silver, & Founder Distributor Kits include a Welcome Kit:

1 Welcome Letter	1 Compensation Overview Sheet	1 pH Test Kit with Dispenser
1 Product Guide	1 Product Overview Sheet	1 pH Tracker Log Sheet
1 Company Overview Sheet	1 Performance Number Tracker Sheet	1 Xp3 5 fl oz Gas Fuel Log
1 RLG Membership (includes Back Office & Website Hosting)		1 Xp3 5 fl oz Diesel Fuel Log

Payment Options:

- Credit Card**
- Other forms of payment (check & draft check) must be called into Customer Service 1-800-442-0993**

Customer Service will call you for payment information when they receive your application.

Item #	Qualifier Packs	Contents	Price	PSV	Qty	Price
k54321	Balance Your Life	1 Regular Fortified Mineral Neutralizer, 1 All-Natural Greens, 1 LiquaDrive	\$115.00	50		
k65432	Feed Your Life	1 Chocolate Energy Shake, 1 Flax Hull Lignans, 1 All-Natural Greens	\$134.00	50		
k199716	Greens	3 All-Natural Greens, 2 Regular Fortified Mineral Neutralizers	\$150.00	50		
k200134	Liposomal Combo	1 GPC, 1 Omega 3+, 1 Curcumin	\$138.00	50		
k15678	LiquaDrive	3 LiquaDrive	\$138.00	50		
k6771	LipoStem Serum	1 LipoStem Serum	\$88.00	50		
k3502	Personal Care Variety	1 Regular Fortified Mineral Neutralizer, 1 Ionic Silver Water, 1 Moisturizing Mineral, 1 Energizing Mineral Bath, 1 Mineral Gel	\$95.00	50		
k199840	Revii U Active	2 All-Natural Greens, 3 Regular Fortified Mineral Neutralizers	\$149.95	50		
k199859	Revii U Thrive	2 LiquaDrive, 3 Regular Fortified Mineral Neutralizers	\$149.95	50		
K199987	Revii U Restore	1 Omega 3+, 1 GPC, 3 Regular Fortified Mineral Neutralizers	\$149.95	50		
k199838	Revii U Ultimate Chocolate Shake	2 Chocolate Energy Shakes, 2 All-Natural Greens, 1 LiquaDrive, 3 Ultra-Fortified Mineral Neutralizers	\$249.95	100		
k199839	Revii U Ultimate Vanilla Shake	2 Vanilla Energy Shakes, 2 All-Natural Greens, 1 LiquaDrive, 3 Ultra-Fortified Mineral Neutralizers	\$249.95	100		
k200143	Revii U Ultimate Variety	1 All-Natural Greens, 1 LiquaDrive, 1 GPC, 1 Omega 3+, 1 Curcumin, 3 Ultra-Fortified Mineral Neutralizers	\$249.95	100		
k3505	Xp3 GAS – 6/Pack	Xp3 GAS Fuel Enhancer 5 fl oz (6/Pack)	\$98.00	50		
k3506	Xp3 DIESEL – 6/Pack	Xp3 DIESEL Fuel Enhancer 5 fl oz (6/Pack)	\$98.00	50		
k2054	Xp3 GAS – 24/Pack	Xp3 GAS Fuel Enhancer 5 fl oz (24/Pack)	\$299.00	100		
k2154	Xp3 DIESEL – 24/Pack	Xp3 DIESEL Fuel Enhancer 5 fl oz (24/Pack)	\$299.00	100		
			RLG Membership Fee			\$39.95
			Weight-Based Shipping			TBD
			TOTAL			

You will be charged tax and shipping charges along with the order based on the products you choose.

Prices are subject to change.

Revii Distributor Agreement / Terms & Conditions

This Revii Distributor Agreement (this Agreement) contains all the terms and conditions between Revii, Inc. (Revii) and the individual or organization (the “Distributor”) participating in the Revii Independent Distributor Program (the “Program”).

In this Agreement, “we” and “us” means Revii, and “You” means the Revii Independent Distributor participating in the Program. “MyRevii.com Website” or “Our Website” means the Website located at <http://www.xxxxxx.myrevii.com>, and “Your Website” means the Website which you establish through the Program.

BY COMPLETING THE REGISTRATION PROCESS AND AGREEING TO THE TERMS AND CONDITIONS OF THIS REVII DISTRIBUTOR AGREEMENT YOU AGREE TO BE BOUND BY THESE TERMS AS WELL AS THE OTHER POLICIES OF REVII, INCLUDING THE TERMS AND CONDITIONS OF THE MYREVII.COM WEBSITE AND THE PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE EXIT THE REVII REGISTRATION PROCESS NOW. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THE REVII SERVICES AND/OR THOSE REVII PRODUCTS OR SERVICES.

1. Compliance with Agreement: It is within Revii’s sole discretion as to whether you have violated the terms of this Agreement. Revii reserves the right to refuse anyone to become a Distributor. Revii may also, in its sole discretion, prohibit any end user from using the Services. You acknowledge and agree that customers who utilize your Revii Website must agree to Revii’s standard terms and conditions for use of the Services. Revii will fully cooperate with law enforcement authorities in investigating suspected lawbreakers, and reserves the right to report to such authorities any suspect activity it becomes aware of. You agree to report any violations of this Agreement by other persons to Revii to support@revii.net.

2. Payments of Commissions by Revii: Commissions shall be paid weekly, monthly, and quarterly depending on commission type, provided the commission during the pay period is at least twenty five dollars (\$25.00). If the balance owed is less than twenty-five dollars (\$25.00), the commission will be paid the following the following pay period when the total commissions earned are equal to or exceed \$25.00. The commission report is run at 12:05 AM the morning after the last day of the current pay period. A check processing fee of \$2.50 will be charged on each disbursement. Direct sales commissions will be paid for a duration of two years.

3. Calculation of Commissions: All sales commissions are calculated using the Firestorm Software System. This system tracks all sales and Distributor enrollments made through Distributor Websites at <http://www.myrevii.com>. All commissions are calculated pursuant to the Revii Distributor Compensation Plan.

4. Performance Statistics: Revii provides all Distributors statistics on their current commissions as well as their commission history. Revii uses its commercially reasonable efforts to update this in real-time and to make such information available on-line 24 hours a day, seven days a week (not including periods of maintenance) through the Distributor’s Virtual Back Office that can be accessed at <http://www.myrevii.com>. Revii tracks all sales, Distributor enrollments, and calculates commissions using its FIRESTORM Software System. Once a sale is made through a Distributor’s myrevii.com Website, the reporting of the sale is reflected in the Distributor Commission Report.

5. Effect of Customer Returns on Commissions: If a Revii Customer disputes his or her credit card charge, the commission amount based on the disputed charge or sale will be debited from the sponsoring Distributor’s account. If a monetary amount is returned to the Revii Customer, the commission on the returned sale will be debited from the sponsoring Distributor’s account.

6. International Affiliates: Our services can be purchased globally. International affiliates are ones that reside outside the USA. Revii can accommodate reasonable international Distributor requirements for sending commission checks. Revii can process commission checks through Money Gram, Western Union, Bank wire, US mail, Pay-Pal, or similar method. The charge for this service varies depending on location of the Distributor, amount of the commission, and disbursement method. The minimum commission amount needed for Revii to process an international commission check is US \$50.00.

7. Your Revii Distributor Responsibilities: You understand and agree that violation of any of the following conditions shall result in the forfeiture of any accrued commissions and immediate termination of your Revii Distributor Account:

a) Unsolicited e-mail: You shall not use Unsolicited Commercial E-mail (UCE), referred to as Spam or any form of unsolicited e-mail, to promote any of the Services associated with Revii. Spam means unsolicited e-mail sent to persons with whom you have no relationship and/or who have not requested your information.

b) Inappropriate Content: You may not link to Revii from any Website which contains content that is slanderous, libelous, threatening, pornographic, obscene, and/or infringing that could give rise to any civil or criminal liability.

c) Reference to Revii Competitors: You may not reference or place links to competitors of the Revii Service (such as other Affiliate or Distributor Programs) on your Revii Website.

8. Use of Revii Intellectual Property and Content:

You are granted a limited, non-exclusive license to use selected images, logos, trade names, trademarks, copyrighted material, and similar identifying material relating to us (collectively, the “Licensed Materials”) as provided by Revii solely to advertise or market our Services. All the materials on the Revii Website, including text, graphics, and other illustrations (Content) are the property of Revii.

You may not sell, reproduce, distribute, copy, duplicate, resell, modify, display, prepare derivative works based on, repost, or exploit any of the Content for any commercial purpose or public purpose without prior written consent of Revii. You may not use the Content on any other Website or in a networked computer environment for any purpose. If you violate any of these terms, your permission to use the Content will automatically terminate. You must immediately destroy any copies you have made of the Content, and we may end your authorization to participate in the Program.

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You may not resell any portion of the Service to any other party except to end users of such Services.

9. Publicity: You shall not create, publish, distribute, or permit any written material that makes reference to Revii without first submitting such material to Revii and receiving its prior written consent.

10. Term of the Agreement:

The Term of this Agreement shall become effective upon acceptance of the Distributor Application submitted by You through the Registration Process. Either You or Revii may terminate this Agreement at any time, for any reason or no reason, by giving the other party written notice of termination. You are only eligible to earn commissions on sales occurring during the term of this Agreement and commissions earned through the date of termination will remain payable excluding amounts due to credit card fraud, chargebacks, refunds and bad debts and credits for canceled services. Revii may withhold your final payment or a portion thereof for a reasonable time to ensure that the correct amount is paid.

11. Modification of Agreement:

Revii may modify any of the terms and conditions contained in this Agreement at any time and in its sole discretion by posting a change notice or a new Agreement on this Website. You will be notified of any such change through an e-mail before a change is made. Modifications may include, but are not limited to, changes in the scope of available commissions, payment procedures, and terms and conditions of the Distributor Program. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT AS PROVIDED IN PARAGRAPH 10. IN THE EVENT YOU OBJECT TO A CHANGE, THE CHANGES THAT WERE ANNOUNCED WILL NEVERTHELESS BECOME EFFECTIVE UNLESS WE AGREE, IN WRITING, TO THE CONTRARY. YOUR CONTINUED PARTICIPATION IN THE DISTRIBUTOR PROGRAM BY FAILURE TO TERMINATE THIS AGREEMENT FOLLOWING THE POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE REVII WEBSITE WILL CONSTITUTE BINDING ACCEPTANCE OF SUCH CHANGE OR NEW AGREEMENT.

12. Relationship of Parties: You and Revii are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers or representations on Revii’s behalf.

13. Disclaimers: WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR WITH RESPECT TO THE SERVICES SOLD THROUGH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY OR NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR WEBSITE OR THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND IT WILL NOT BE LIABLE IN ANY WAY FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

14. Limitation of Liability: We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits or data, arising out of or relating to this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement, or \$50, whichever is greater.

15. Indemnification: You hereby agree to indemnify and hold harmless Revii, its subsidiaries, affiliates, directors, officers, employees, agents, shareholders, partners, members, and other owners against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, and expenses (including reasonable attorney’s fees, which will include an allocable portion of the expense of such party’s corporate legal department), and costs (any or all of the foregoing hereinafter referred to as “Losses”) insofar as such Losses (or actions in respect thereof) arise out of or are related to: (i) any claim that your use of the Licensed Materials infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you or on your behalf herein; (iii) the development, operation, maintenance, and content of Your Website, and products and services offered from Your Website, or any claim related to Your Website, including without limitation, content therein not attributable to us; or (iv) any representation or warranty made by You on Your Website or otherwise relating to the Services that exceeds the representations and warranties made by Revii regarding such Services.

16. Independent Investigation: YOU ACKNOWLEDGE BY PRESSING THE “I ACCEPT” BUTTON AND/OR BY SUBMITTING YOUR DISTRIBUTOR APPLICATION BY MAIL OR BY PHONE (A) YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS, (B) YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE, (C) YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT AND (D) YOU ACKNOWLEDGE THAT REVII HAS MADE NO REPRESENTATION REGARDING THE POSSIBILITY OR AMOUNT OF REFERRAL FEES THAT MAY BE EARNED PURSUANT TO THE PROGRAM.

17. Governing Law: This Agreement will be governed by the internal laws of the State of Minnesota without regard to the choice of law provisions thereof. Any dispute between the parties arising under this Agreement will be resolved by binding arbitration by an arbitrator to be conducted in Minneapolis, Minnesota, or in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall have the discretion to order that the cost of arbitration, including the arbitrator’s fees or other costs, and reasonable attorney’s fees, shall be borne by the losing party. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

18. Attorney’s Fees: If either of the parties hereto (or any successor thereto) resorts to legal action in order to enforce, defend or interpret any of the terms or the provisions of this Agreement, the prevailing party will be entitled to receive, in addition to such other remedies as will be awarded to it in such legal action, reimbursement from the non-prevailing party for all reasonable attorney’s fees and all other costs incurred in commencing, maintaining, or defending such action (which will include an allocable portion of the expense of such party’s corporate legal department). In addition, the prevailing party will be entitled to recover from the non-prevailing party post-judgment attorney’s fees incurred in enforcing a judgment against the non-prevailing party.

19. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.

20. Account Deactivation: A user/reseller account will be deactivated, and all credit/commissions forfeited if not used or accessed within a two-year period.

21. Miscellaneous: All notices under this Agreement shall be in writing and shall be deemed to have been duly given when receipt is electronically confirmed if transmitted by facsimile or e-mail upon receipt. If sent by certified or registered mail, return receipt is requested. You may not assign this Agreement by operation of law or otherwise without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.