

Plunder Design Terms and Conditions For Website Enrollment

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 Plunder Design, LLC (“Plunder Design”) before the Independent Stylist Agreement is entered into, please read the following information carefully.

Should you enter an Independent Stylist Agreement with Plunder Design, the entire agreement between you and Plunder Design will be evidenced by an electronic record. To enter into the Agreement, you must electronically acknowledge that you agree to the Terms and Conditions of the Agreement, the Plunder Design Policies and Procedures, and the Plunder Design Marketing and Compensation Plan.

To access these documents and enter into the Agreement, you will need the following hardware and software: A Personal Computer (“PC”) with modem or other Internet access device, operational internet browser software, and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, Plunder Design will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent. Your consent will apply to all transactions between you and Plunder Design.

You may withdraw your consent to the use of electronic records at any time. However, should you do so, the Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Agreement), or update any personal information, you may do so by sending written notice to Plunder Design, LLC, 1532 American Way, Payson, UT 84651, or via support ticket at: support.plunderdesign.com

During the enrollment process, you will have the ability to read, download, print, and retain the Terms and Conditions, the Policies and Procedures, and the Compensation Plan for future reference. Additionally, you may request printed copies of those documents by contacting Plunder Design, LLC, 1532 American Way, Payson, UT 84651, or via support ticket at: support.plunderdesign.com

Your request must include your name, your Stylist identification number, your mailing address, and your email address. Upon receipt of such a request, Plunder Design will email you the then-current version of each document.

By entering into the Agreement, you agree that Plunder Design may amend the same at its sole discretion at any time. You may obtain a copy of the version of the Agreement that was in effect at any time after you entered into the Agreement. Prior versions are archived by Plunder Design. Should you wish to obtain a copy of any version of the Terms and Conditions, the Policies and Procedures, and/or Marketing and Compensation Plan since the date of your enrollment, send a written request to Plunder Design, LLC, 1532 American Way, Payson, UT 84651, or via support ticket at: support.plunderdesign.com

Your request must include your name, your Stylist identification number, your mailing address, and your email address. Upon receipt of such a request, Plunder Design will mail or email to you a copy of the version of the Agreement that you requested. Be certain to specify the date of the version that you wish to receive. There is a charge of \$10.00 for this service. The most current version of the Terms and Conditions, the Policies and Procedures, and the Marketing and Compensation Plan are always available at Plunder Design’s official web site for viewing, printing, and downloading at no cost to you.

By signing the form on the reverse side of this sheet, or have checked the box online, you are indicating your consent to these Terms and Conditions. By providing your consent, you also confirm that you are able to access all the terms of the Agreement electronically.

Terms and Conditions

1. I understand that as a Plunder Design Stylist:
 - a. I have the right to offer for sale Plunder Design products and services in accordance with these Terms and Conditions and the published Policies and Procedures.
 - b. I have the right to enroll persons in Plunder Design as a Stylist.
 - c. I will train and motivate the Stylists in my downline marketing organization.
 - d. I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
 - e. I will perform my obligations as a Stylist with honesty and integrity.
2. I agree to present the Plunder Design Compensation Plan and Plunder Design products and services as set forth in official Plunder Design literature.
3. I agree that as a Plunder Design Stylist, I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Plunder Design. I am not authorized to, and will not incur, any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of, Plunder Design. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF PLUNDER DESIGN FOR FEDERAL OR STATE TAX PURPOSES. Plunder Design is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the Plunder Design Policies and Procedures and the Plunder Design Compensation Plan, both of which are incorporated into, and made a part of, these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Plunder Design. I understand that these Terms and Conditions, the Plunder Design Policies and Procedures, or the Plunder Design Compensation Plan may be amended at the sole discretion of Plunder Design, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Plunder Design materials. Amendments shall become effective 30 days after publication. The continuation of my Plunder Design business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year. If either I, or Plunder Design, elect not to renew the Agreement, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Stylist. I shall not be eligible to sell Plunder Design products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination, or nonrenewal, I waive all rights I have, including, but not limited to, property rights, to my former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of my former downline organization. Plunder Design reserves the right to terminate all Stylist Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Plunder Design. Any attempt to transfer or assign the Agreement without the express written consent of Plunder Design renders the Agreement voidable at the option of Plunder Design and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Plunder Design may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

Terms & Conditions Continued

8. Plunder Design, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Plunder Design and its affiliates from, all claims for consequential and exemplary damages. I further agree to release Plunder Design and its affiliates from all liability arising from or relating to the promotion or operation of my Plunder Design business and any activities related to it (e.g., the presentation of Plunder Design products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Plunder Design for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by Plunder Design at its discretion, constitutes the entire contract between Plunder Design and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Plunder Design of any breach of the Agreement must be in writing and signed by an authorized officer of Plunder Design. Waiver by Plunder Design of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws. All disputes and claims relating to Plunder Design, the Stylist Agreement, the Plunder Design Compensation Plan or its products and services, the rights and obligations of an independent Stylist and Plunder Design, or any other claims or causes of action relating to the performance of either an independent Stylist or Plunder Design under the Agreement or the Plunder Design Policies and Procedures shall be settled totally and finally by arbitration in the State of Utah, or such other location as Plunder Design prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure.
- All issues related to arbitration shall be governed by the Federal Arbitration Act. 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 of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Plunder Design from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Plunder Design's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
13. The parties consent to jurisdiction and venue before any federal or state court in Utah County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
15. If a Stylist wishes to bring an action against Plunder Design for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Plunder Design for such act or omission. Stylist waives all claims that any other statutes of limitations applies.
16. I authorize Plunder Design to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
17. A faxed copy of the Agreement shall be treated as an original in all respects.