

Nueva Policies and Procedures

Applies to: All Social Marketers and Customers of NuevaLife.com

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1. Introduction

Nueva is a lifestyle brand offering health, wellness, and travel solutions through a network of independent Social Marketers. These Policies and Procedures outline the terms, responsibilities, and code of conduct that all marketers must follow to remain compliant and protect the integrity of the brand.

2. Becoming a Social Marketer

2.1 Eligibility

To qualify as a Nueva Social Marketer, an individual must:

- Be at least 18 years of age.
- Reside in a country where Nueva is officially authorized to operate.

2.2 Enrollment Requirements

To complete enrollment, prospective Social Marketers must:

- Submit the official Nueva Enrollment Form in full.
- Agree to and accept Nueva's Policies and Procedures.
- Pay the non-refundable annual Social Marketer fee of \$30 USD.

2.3 Social Marketer Consent & Use of Information

By submitting an Independent Social Marketer Enrollment Form and agreeing to these Policies and Procedures, the Social Marketer consents to allow Nueva Global, LLC, and its Social Marketers to:

- Process and utilize the information provided for legitimate business purposes.
- Disclose information to trusted third-party providers supporting business operations.

Social Marketers have the right to access and update personal information through their Back Office account. Nueva may use the name, image, and achievements of Social Marketers for recognition or marketing purposes unless the individual opts out in writing within 24 business hours of enrollment. Consent may be withdrawn at any time by written request to Corporate Support.

2.4 Social Marketer Benefits

Once accepted, Social Marketers are entitled to:

- Sell Nueva products.
- Participate in the Compensation Plan.
- Sponsor customers or Social Marketers into the business.
- Receive official Nueva communications and literature.
- Attend Nueva-sponsored training, events, and recognition programs.
- Participate in promotional contests and incentives.

2.5 Term and Renewal

Subject to termination for breach, nonrenewal or resignation, a Social Marketer and these Policies and Procedures shall have a term beginning on the date of acceptance by Nueva and ending one year from the date thereof (the “Anniversary Date”); and

Each Social Marketer must renew his or her position as a Social Marketer and these Policies Procedures annually, and Nueva has the right to decline to accept any renewal, in its sole discretion. The annual renewal fee is due on the Anniversary Date. A Social Marketer may elect to be automatically renewed by authorizing Nueva to debit his or her checking account or charge his or her credit card for the renewal fee. Any Social Marketer not renewing by the renewal date shall be deemed to have voluntarily terminated his or her position as a Social Marketer and these Policies and Procedures with Nueva, and thereby will lose all sponsorship rights, his or her position in the Compensation Plan and all rights to commissions and bonuses.

2.6 Independent Contractor Status

Social Marketers are self-employed, nonexclusive, independent contractors. They are not employees or agents of Nueva, and may not imply or state otherwise. Social Marketers will not be treated as employees with respect to any federal, state or local statute, ordinance, rule or regulation. Social Marketers have no authority to bind Nueva to any obligation. Nueva is not responsible for payment or co-payment of any employee benefits. Social Marketers are responsible for all liability, health, disability, workers’ compensation and other insurance. Social Marketers set their own hours, pay their own expenses and determine how to conduct their Nueva business and are responsible for their own management decisions subject to the Policies and Procedures.

3. Compensation and Rank Advancement

3.1 Compensation

Social Marketers earn commissions, bonuses, and incentives in accordance with the official Nueva Compensation Plan.

3.2 Compensation Plan Modifications

Nueva reserves the right to amend or enhance the Compensation Plan at any time at its sole discretion, upon written notice provided.

3.3 Rank Advancement

Advancement is achieved by meeting the sales volume, structure, and qualification requirements as defined in the Compensation Plan. Higher ranks provide greater rewards and recognition.

4. Product Claims & Compliance

- Social Marketers must not claim that Nueva products diagnose, treat, cure, or prevent any medical condition.
- Only corporate-approved marketing materials and claims may be used.
- Personal testimonials must comply with authorized guidelines and make no medical claims that Nueva products diagnose, treat, cure, or prevent any medical condition.

5. Refunds

5.1 30-Day Empty Bottle Guarantee

Nueva stands behind the quality of its products with a **30-Day Empty Bottle Guarantee**. Customers and Social Marketers may return products for a full refund (excluding shipping charges) within 30 days of the delivery date — even if the product is empty. To request a refund, customers and Social Marketers must contact support@nuevalife.com and provide their Order ID for verification and processing. Shipping fees are non-refundable, and refund eligibility applies only to purchases made directly through the authorized Nueva website.

5.2 Direct Sales by Social Marketers

If a Social Marketer sells a product directly to a customer (outside of the Nueva website), the Social Marketer assumes full responsibility for:

- Honoring the 30-Day Money-Back Guarantee in alignment with corporate policy.
- Processing refunds directly with the customer if the customer is unsatisfied.
- Providing the customer with a two-copy written receipt at the time of sale, which documents the purchase and ensures the product guarantee can be honored.
- Retaining a copy of the receipt for their records in case of future verification or dispute.

Failure to comply with these requirements may result in disciplinary action, including suspension or termination of the Social Marketer's account.

5.3 Customer Service and Professional Conduct

Social Marketers are required to maintain the highest level of professionalism, courtesy, and integrity when assisting customers. This includes responding promptly, providing accurate information, and ensuring a positive customer experience.

If a customer concern cannot be resolved directly, Social Marketers must escalate the issue to Nueva Corporate Support rather than attempting to handle it independently. Misrepresentation, unprofessional behavior, or failure to follow corporate procedures may result in disciplinary action.

5.4 Refunds Upon Termination.

A Social Marketer who terminates his or her business relationship with Nueva has the right to return for repurchase on commercially reasonable terms currently marketable inventory, including product, Nueva -produced promotional materials, sales aids and kits in possession of the Social Marketer purchased by the Social Marketer within 12 months of the date of termination. For purposes hereof, “reasonable commercial terms” shall mean the repurchase of currently marketable inventory within 12 months from the Social Marketer’s date of purchase at not less than 90% of the Social Marketer’s original net cost less appropriate set-offs and legal claims, if any. In addition, for purposes of this section, products shall not be considered “currently marketable” if returned for repurchase after the product’s or sales aid’s commercially reasonable usable or shelf-life period has passed; nor shall products or sales aids be considered “currently marketable” if Nueva clearly discloses to the Social Marketer prior to purchase that the products or sales aids are seasonal, discontinued or special promotions and are not subject to the repurchase obligation.

6. Ordering & Inventory

6.1 No Inventory Loading

Inventory loading is prohibited. Purchases must reflect reasonable personal use, sampling, or resale.

Social Marketers are strictly prohibited from purchasing excessive inventory in order to qualify for bonuses, ranks, or incentives. All product purchases must be limited to amounts the Social Marketer can personally consume, use as samples, or reasonably resell to consumers within a short period of time. Any encouragement of “inventory loading” or requiring large, non-resalable purchases is against company policy and may result in disciplinary action, up to and including termination.

6.2 Auto-Delivery (Subscription Orders)

Auto-Delivery or Subscription Orders are:

- Completely voluntary and never a requirement for enrollment, rank advancement, or earning compensation; and

- Fully disclosed, with clear terms of billing and cancellation;
- Easily managed, allowing customers and Social Marketers to modify or cancel at any time without penalty.

7. Earnings and Income Claims

Social Marketers must truthfully and fairly describe the Compensation Plan. Nueva does not guarantee or imply any specific earnings or income. Individual income results may vary significantly and are based on many factors, including a Social Marketer's individual efforts, business experience and skills. Nueva makes no warranty or representation as to the level of success, if any, Social Marketers may achieve by selling any product or in soliciting Social Marketers or retail customers. Social Marketers are prohibited from making deceptive or misleading earnings claims. Any income representations must be truthful, substantiated, and based on reliable empirical evidence.

- Income claims must be truthful and substantiated, and approved in writing by Nueva.
- Social Marketers must not suggest that success is quick, easy, or guaranteed.
- Posts implying lavish lifestyles, quick wealth, or effortless income are prohibited.
- Personal income screenshots or claims on social media are not permitted.

8. Advertising and Branding

8.1 Intellectual Property

Nueva's name, trademarks, service marks and copyrighted materials (the "Intellectual Property") are owned by Nueva and/or its affiliates. The use of the Intellectual Property by Social Marketers must be approved in writing by Nueva prior to use and must be in strict compliance with these Policies and Procedures. Any right to use Nueva's Intellectual Property by a Social Marketer is non-exclusive and non-transferable. Nueva has the right and sole discretion to grant others the right to use such Intellectual Property. Any and all goodwill associated with the Intellectual Property (including goodwill arising from a Social Marketer's use) inures directly and exclusively to the benefit of Nueva or its Affiliates and is the property of Nueva, as applicable. On expiration or termination of the term or the Policies and Procedures, no monetary amount shall be attributable to any goodwill associated with any Social Marketer's use of the Intellectual Property.

8.2 Branding & Logos

Nueva's logos, trademarks, and brand assets must not be altered. Social Marketers may not alter, modify, or misuse Nueva's logos, trademarks, product names, or brand assets in any way. Additionally, Social Marketers must not include the company name "Nueva" in any personal assets, tools, or resources they create (e.g., training guides, team pages, social groups, or

marketing materials). All branding must be used exactly as provided and approved by Corporate to ensure consistency and brand protection.

8.3 Advertising and Promotional Materials

Only promotional, advertising and training materials produced by Nueva or approved in advance in writing by Nueva may be used to advertise or promote Nueva's business or to sell products and services of Nueva, whether written, recorded or online. Nueva owns all copyrights in all promotional and advertising materials produced by Nueva. Nueva's literature and materials may not be duplicated or reprinted without the prior written permission of Nueva. Social Marketers may not charge for or sell any promotional, training or marketing materials or sales aids produced by them or third parties and approved by Nueva to any other Social Marketer, even if they do not contain Nueva's Intellectual Property. Nueva reserves the right to rescind approval for any sales tools, promotional materials, advertisements or other literature, and Social Marketers waive all claims for damages or remuneration arising from or relating to such rescission.

8.4 Email and SMS Marketing

All direct marketing communications must comply with applicable anti-spam laws and regulations (including, but not limited to, the CAN-SPAM Act and other international standards). Social Marketers must:

- Only contact individuals who have provided prior explicit opt-in consent to receive communications.
- Provide recipients with a clear and simple opt-out/unsubscribe option in every message.
- Immediately honor and process all opt-out requests without exception.
- Never use purchased, rented, scraped, or non-consensual contact lists.

Any form of spamming—unsolicited or excessive communications via email, SMS, or other digital channels—is strictly prohibited and may result in disciplinary action, up to and including termination of the Social Marketer's account.

8.5 Social Media Representation

When promoting Nueva on social platforms, Social Marketers must clearly identify themselves as "Independent Nueva Social Marketers." This designation must appear in bios, profiles, and all business-related posts to ensure transparency and avoid misrepresentation.

8.6 Websites and Online Sales

Social Marketers are not permitted to create independent or replicated websites to sell Nueva products. All online sales must occur exclusively through corporate-approved funnels and platforms. Unauthorized e-commerce channels or websites are strictly prohibited.

8.7 Third-Party Checkout Systems

Social Marketers are not permitted to operate independent websites or utilize third-party checkout systems (e.g., Shopify). All sales transactions must be processed through Nueva's official checkout system to ensure compliance with regulatory standards and maintain brand integrity.

8.8 Paid Advertising

Use of paid advertising (including but not limited to Facebook, Instagram, Google, TikTok, YouTube, and other digital platforms) must adhere to the following standards:

- All ads must use only corporate-approved branding, claims, and materials—no custom product or income claims are allowed.
- Social Marketers must not use the company name “Nueva” in ad accounts, business manager names, or custom creative assets.
- All ads must comply with platform-specific advertising policies and local advertising laws.
- Misleading tactics, such as “get rich quick” claims, exaggerated product benefits, or unsubstantiated testimonials, are strictly prohibited.
- Paid ads must never redirect to unauthorized websites; only corporate-approved

9. One Account Per Person Policy

To maintain fairness, transparency, and compliance with regulatory standards, Nueva requires that each individual may only hold one active Social Marketer (SM) account or one customer account.

- Each person is allowed only one Nueva account.
- Family members or household members must each have their own separate account if they wish to participate.
- Creating multiple accounts by the same individual is strictly prohibited and may result in suspension or termination of all associated accounts.
- Any attempts to circumvent this policy by using different personal information or contact details will be considered a violation.
- Nueva Life reserves the right to audit accounts and take appropriate action to enforce this policy.
- This policy helps protect the integrity of our community, ensures accurate commission tracking, and supports compliance with industry regulations. If you

have questions or need clarification about this policy, please contact the Nueva Life Compliance Team at compliance@nuevalife.com

10. Cross-Recruiting, Solicitation & Conflicts of Interest

10.1 No Cross-Recruiting or Solicitation

During the term of the Policies and Procedures and for one year thereafter, Social Marketers may not, directly or indirectly, on behalf of themselves or any other individual or company, solicit, recruit, or attempt to influence other Nueva Social Marketers, customers, or prospects to participate in another multi-level marketing (MLM), direct selling, or network marketing company or terminate or alter his or her business or contractual relationship with Nueva. This includes, but is not limited to:

- Promoting other MLM opportunities during Nueva-related conversations, meetings, or events.
- Using Nueva contact lists, Social Marketer or customer data, or networks to market or recruit for another business.
- Cross-selling non-approved products or services alongside Nueva products.
- Violations of this policy undermine the integrity of the field and are subject to disciplinary action, including termination.

10.2 No Poaching or Manipulation

Social Marketers must not manipulate enrollment to bypass proper upline placement or compensation structure. This includes:

- Enrolling under another sponsor to avoid being placed in a rightful genealogy line.
- Encouraging or influencing others to change sponsors outside of Corporate-approved procedures.
- Misrepresenting one's relationship, rank, or position in order to gain financial or structural advantage.

Nueva strictly enforces these policies to protect the integrity of the Compensation Plan, fairness in the field, and compliance with regulatory standards.

11. Enroller Change Request

11.1 Grace Period

To preserve the integrity of the marketing organization and protect the interests of all parties, Nueva has established the following policy regarding requests to change enrollers (also referred to as Sponsors/Upline). A Social Marketer or customer can request an enroller correction only 72 hours after enrollment without needing to fill out the request form. If after the 72 hour grace period for enrollment errors. A Social Marketer may request a one-time change of enroller after the **72 hour grace period** of his or her initial enrollment date, provided:

- No commissions or bonuses have been paid to the original enroller.
- A written request is submitted by the Social Marketer.
- The current and new enroller agrees in writing to accept the Social Marketer change.

If approved, the change will be processed within five business days.

11.2 Requests After Grace Period

Except as set forth in Section 11.1, after the 72 hour grace period, enroller changes will not be allowed under normal circumstances. To enroll under a new sponsor, the Social Marketer must:

- Submit a written resignation to Nueva.
- Remain inactive (no orders, no enrollment activity, and no participation in the business) for six full calendar months.
- Re-enroll under a new sponsor after the waiting period has passed.

11.3 Exceptions

Exceptions may be considered only under extraordinary circumstances. All exceptions must be submitted in writing and are subject to Company review and approval at its sole discretion.

11.4 No Cross-Recruiting

Deliberate solicitation or encouragement of Social Marketers to request an enroller change or cancel and rejoin under a different sponsor is strictly prohibited and may result in disciplinary action, including termination.

11.5 Submission of Requests

All enroller change requests must be submitted to Nuevalife's Compliance Department via email at compliance@nuevalife.com. The request must include:

- The Social Marketer's full name and ID number
- Original enroller's name and ID
- Desired new enroller's name and ID
- A brief explanation of the request
- Signed consent from the social marketer and (if applicable) both enrollers

Nueva reserves the right to approve or deny any request at its sole discretion.

12. Accounts & Security

12.1 Account Security & Liability

- Social Marketers are responsible for protecting their Nueva account credentials and are liable for all activity under their account. Misuse, unauthorized access, or fraud must be reported to Corporate Support immediately.

12.2 Account Integrity

- Accounts are individual and non-transferable. Selling, sharing, or assigning accounts is prohibited unless expressly authorized in writing by Corporate. All account information must remain accurate and up to date.

12.3 Transfer of Business.

A Social Marketer may not sell, assign, merge or transfer (each a "transfer" for purposes of this Agreement) this Agreement or related Social Marketer position (or any rights thereto) without the prior written approval of Nueva and compliance with the terms of this Section. Any transfer is subject to the following conditions:

- a. The selling Social Marketer must provide Nueva with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment;
- b. A transfer fee of \$50 must accompany the transfer documents;
- c. The documents must contain a covenant made by the selling Social Marketer for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert any existing Social Marketers from Nueva's business for a period of one year from the date of the sale or transfer; and

d. Upon a sale, transfer or assignment being approved in writing by Nueva, the purchaser must assume the position of the selling Social Marketer and must agree to this Agreement and all such other documents as reasonably be required by Nueva.

Nueva reserves the right, in its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. Nueva reserves the right to disapprove any sale or transfer, in its sole discretion.

Succession. Notwithstanding any other provision regarding transfer, upon the death of a Social Marketer, the Social Marketer's position will pass to his or her successors in interest as provided by law. However, Nueva will not recognize such a transfer until the successor in interest has agreed to the terms of the current a current Agreement and submitted certified copies of the death certificate, will, trust or other instrument required by Nueva. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Social Marketer of Nueva.

Divorce. When an individual who is a Social Marketer divorces or separates, Nueva will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future commission checks should be paid.

Dissolution. In the event that a Business Entity which is a Social Marketer desires to dissolve, Nueva shall continue to pay commissions according to the status quo as existed prior to the dissolution proceeding unless Nueva receives written notice signed by all equity owners of the Business Entity which authorizes Nueva to transfer and assign this Agreement and pay commissions in a different manner as a result of the dissolution. No Social Marketer position of a Business Entity will be divided upon dissolution. Corporations, Partnerships, Limited Liability Companies and Trusts. Corporations, partnerships, limited liability companies or other forms of business organizations and/or trusts ("Business Entities") may be Social Marketers of Nueva. Business Entities must be accompanied by copies of:

- a. The formation and other governing documents of the Business Entity;
- b. A complete list of all shareholders, directors, officers, partners, equity owners members, managers or trustee(s) and beneficiaries of a trust, as applicable, of the Business Entity (collectively, the "Principals");
- c. The tax identification number; and
- d. Such other information reasonably requested by Nueva from time to time.

The Business Entity must provide Nueva with updated information concerning any change in any Principal. Each Principal of a Business Entity must agree to be and Nueva will hold each personally liable to Nueva and bound by this Agreement.

12.4 Company Rights

- Nueva may suspend, restrict, or terminate accounts that are compromised, misused, or in violation of company policies or applicable laws.

13. Code of Ethics, Professional Conduct, Communications, & Confidentiality

13.1 Code of Ethics

Nueva Social Marketers must uphold honesty, integrity, and professionalism, treating customers, colleagues, and competitors with respect, following all corporate policies, and complying with applicable laws.

13.2 Respectful Communication

Disparagement, negativity, or undermining behavior toward others or the company is prohibited across all communication channels, including social media, private chats, and company platforms.

13.3 Harassment & Bullying

Harassment, intimidation, discrimination, or retaliation of any kind is not tolerated. Social Marketers must foster a safe and inclusive environment.

13.4 Accuracy & Claims

All product, business, and income claims must be truthful and align with corporate-approved compliance guidelines.

13.5 Competitors

False, misleading, or derogatory statements about competitors are prohibited. Comparisons must be accurate, fact-based, and use approved materials.

13.6 Confidentiality

During the term of these Policies and Procedures, Nueva has supplied and may continue to supply to Social Marketers confidential information (the “Confidential Information”), including, but not limited to, genealogical and downline reports, customer lists and information, Social Marketer lists and information, trade secrets, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information (existing now or hereafter developed) which Nueva deems as confidential. All such Confidential Information (whether oral or in written or electronic form) is proprietary and confidential to Nueva and is transmitted to Social Marketers in strictest confidence for use solely in Social Marketers’ business with Nueva. Social Marketers must use their best efforts to keep the Confidential Information, and any information derived therefrom, as confidential and may not

disclose any such information to any third party, directly, or indirectly except in strict accordance with the Policies and Procedures. Social Marketers may not use Confidential Information to sell products or services other than Nueva's products and services or in connection with any other business during the term of and after termination of these Policies and Procedures. Upon nonrenewal or termination as a Social Marketer and these Policies and Procedures, Social Marketers must immediately discontinue all use of the Confidential Information and promptly return all materials in their possession to Nueva at their own expense.

13.7 Legal Compliance

Social Marketers must comply with all federal, state and local laws, statutes, regulations and ordinances applicable to the operation of their business.

13.8 Violations

Breaches of these standards may result in warnings, suspension, termination of distributorship, or legal action in cases involving confidentiality or IP misuse.

14. Termination & Reinstatement

14.1 Voluntary Resignation

A Social Marketer may resign at any time by submitting written notice to Corporate Support. Resignation results in the forfeiture of all commissions, downline, and distributorship benefits.

14.2 Company Termination

Nueva may terminate a distributorship, with or without cause, to protect the Company, customers, and field. Reasons include:

- Violating the Policies and Procedures or Code of Ethics
- Misconduct damaging Nueva's reputation
- Fraudulent or deceptive activity (e.g., order manipulation, false enrollments, misrepresentation)
- Harassment, bullying, or unethical conduct
- Noncompliance with corporate directives

14.3 Effect of Termination

Termination—voluntary or involuntary—results in loss of all rights to commissions, downline, and position. The affected Social Marketer (i) must remove and permanently discontinue the use of the Intellectual Property including all advertising referring to or relating to any Nueva products, services or program; (ii) must cease representing himself or herself as a Social Marketer of Nueva; and (iii) must immediately discontinue use of its Confidential Information and take all action reasonably required by Nueva relating to the protection of its Confidential

Information and Intellectual Property. All Company materials must be returned or destroyed, and the individual may no longer represent Nueva.

14.4 Reinstatement

Former Social Marketers may request reinstatement by submitting a written request to Compliance, acknowledging the reason for termination/resignation, and outlining corrective steps. Corporate retains sole discretion to approve and does not guarantee restoration of prior rank or downline.

14.5 Cooling-Off Period

Resigned or terminated Social Marketers must wait six (6) months before reapplying or joining under a new sponsor. This ensures fairness, prevents team-hopping, and protects organizational stability.

14.6 Indemnity

Each Social Marketer agrees to indemnify and hold harmless Nueva, its partners, members, managers, shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the Social Marketer's (i) activities as a Social Marketer; (ii) breach of the terms of the Policies and Procedures; and/or (iii) violation of or failure to comply with any applicable federal, state or local law or regulation.

15. Dispute Resolution Policy

15.1 Dispute Resolution Policy

To ensure fairness, efficiency, and compliance with industry and federal standards, the following provisions govern the resolution of disputes between Nueva and its Social Marketers, customers, or other participants in the Nueva Compensation Plan:

15.2 Arbitration Requirement

Except as set forth herein, all disputes, claims, or controversies arising from or relating to the Social Marketer, the Policies and Procedures, the Compensation Plan, or any Nueva-related activity shall be resolved exclusively through binding arbitration. Arbitration shall be conducted under the rules of the American Arbitration Association (AAA), or a comparable recognized arbitral body, in accordance with the Federal Arbitration Act (FAA).

15.3 Governing Law

The laws of the State of Delaware shall govern the interpretation and enforcement of these Policies and Procedures, without regard to conflict-of-law provisions. Arbitration shall be held in Delaware, unless otherwise mutually agreed or otherwise.

15.4 Class Action Waiver

To the maximum extent permitted by law, all parties waive the right to bring or participate in class actions, class arbitrations, or other representative actions against Nueva. Disputes must be resolved on an individual basis only.

15.5 Scope of Arbitration

Except as set forth herein, arbitration shall apply to all disputes, including, but not limited to:

- Interpretation or enforcement of Social Marketer Agreements;
- Claims related to compensation, commissions, or bonuses;
- Allegations of policy or procedural violations; or
- Claims based on statutory, tort, or equitable grounds.

15.6 Good Faith Negotiation

Prior to initiating arbitration, the parties agree to attempt resolution in good faith through written notice and a 30-day period of informal negotiation.

15.7 Remedies and Awards

The arbitrator shall have the authority to award all remedies available under applicable law, except punitive damages unless expressly authorized by law. The arbitrator's decision shall be final and binding.

15.8 Cost Allocation

Arbitration costs shall be shared equally by the parties, unless otherwise required by law. Each party shall bear its own attorney's fees, unless the arbitrator awards otherwise under applicable statutes.

15.9 Confidentiality

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Intellectual Property or Confidential Information of Nueva without Nueva's prior written consent. Nueva may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to monetary damages, Nueva may obtain injunctive relief against a Social Marketer for any violation of these Policies and Procedures or misuse of Nueva's Intellectual Property or Confidential Information.

15.10 Injunctive Relief

Nothing in this provision shall prevent a party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect the party's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. With respect to such claims, the court shall decide the scope of arbitrability.

15.11 Limitations

Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies and Procedures. The arbitrator shall not have the power to rule upon or grant any extension, renewal or continuance of the Policies and Procedures. The arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages (including damages for lost profits) of any kind or nature, however caused.

15.12 Modifications

Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which Nueva had notice of before the date of modification.

15.13 Communications

All communications, whether oral, written or electronic, in any negotiation, mediation or arbitration pursuant to this section shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise or other statement, whether made by any of the parties, their agents, employees, experts, or attorneys, or by the mediator shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation.

16. Policy Modifications

16.1 Right to Modify

Nueva may amend or update these Policies and Procedures, the Compensation Plan, or related guidelines at its sole discretion at any time for any reason.

16.2 Notification

Changes will be communicated through official channels, such as email, the Nueva back office, or the Company website.

16.3 Acceptance

By ordering products, receiving commissions, or representing themselves as Social Marketers, individuals acknowledge and accept updated policies.

16.4 Responsibility

Social Marketers are responsible for staying informed of policy changes. Lack of awareness does not exempt them from compliance.

16.5 Hierarchy of Documents

If inconsistencies arise, the following order of precedence applies:

1. Enrollment Form
2. Policies and Procedures
3. Compensation Plan
4. Official Corporate Communications

Nueva reserves the right to interpret and enforce these documents in alignment with Company values and regulatory standards.

17. Taxes

As independent contractors, Social Marketers will not be treated as employees of Nueva for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act or state unemployment acts. Social Marketers are responsible for payment of all estimated income and self-employment taxes. At the end of each calendar year, if applicable, Nueva will issue to each Social Marketer an IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of an independent contractor.

18. Disclaimers

Nueva expressly disclaims all warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

19. Financial Policies

19.1 Chargebacks & Commission Reversals

A chargeback occurs when a bank or credit card provider forcibly reverses a transaction, returning funds to the cardholder. Chargebacks are most commonly initiated in cases of fraud, unauthorized use, or disputes regarding a purchase.

To protect Nueva and maintain strong banking relationships, the following policies apply:

19.2 Account Status

When NuevaLife.com receives notice of a chargeback, the related Social Marketer account will be placed on inactive status pending resolution.

Chargebacks are viewed as serious matters and may be treated as potential fraud until fully investigated.

19.3 Treatment of Commissions

A chargeback is treated in the same manner as a refund.

Any commissions or bonuses previously paid on the reversed transaction will be clawed back (deducted) from future commissions or directly recovered from the Social Marketer.

19.4 Reactivation After Error

If a chargeback was filed in error and the funds are reinstated, Nueva reserves the right to charge a \$50 reactivation fee.

This fee covers administrative costs, documentation, and chargeback-related banking fees incurred by Nueva.

19.5 Multiple Chargebacks

Social Marketers with repeated or unresolved chargebacks may face termination of their Social Marketer Agreement with Nueva.

Such actions are necessary to protect Nueva, Social Marketers, and customers from reputational and financial harm.

19.6 Compliance Reminder

Social Marketers are expected to use ethical marketing and sales practices to minimize disputes.

Misrepresentation, unauthorized credit card use, or patterns of chargebacks may lead to disciplinary action, up to and including account termination.

20. Data Privacy & Security

20.1 Collection & Use of Personal Information

Nueva collects and uses personal data from Social Marketers, customers, and visitors strictly for business operations, service delivery, and communications. Personal information may include names, contact details, tax information, purchase history, and marketing preferences. Data will be used only in compliance with applicable privacy laws and with the consent of the individual.

20.2 Data Protection Measures

Nueva employs industry-standard security measures—including encryption, access controls, and regular audits—to protect all stored and transmitted personal information from unauthorized access, disclosure, alteration, or destruction.

20.3 User Rights

Individuals have the right to access, correct, or delete their personal information, as permitted by law. Requests may be submitted through official Nueva support channels and will be processed in accordance with applicable regulations.

20.4 Third-Party Processors

Nueva may share personal data with trusted service providers (e.g., payment processors, email platforms, IT support) who are contractually bound to maintain strict data privacy standards and may only process information for purposes defined by Nueva.

20.5 Breach Notification

In the event of a confirmed data breach posing a significant risk to individuals' rights or freedoms, Nueva will notify the affected parties and the appropriate regulatory authorities in accordance with applicable law (e.g., GDPR, CCPA, or other regional regulations).

20.6 Policy Updates & Consent

This policy may be updated periodically to reflect changes in law, company operations, or data practices. Social Marketers and users will be notified through email and/or back-office updates. Continued use of Nueva platforms or services constitutes acknowledgment and acceptance of the updated policy.

21. Entire Agreement

These Policies and Procedures and the Compensation Plan, as amended from time to time, constitute the entire agreement of the parties regarding their business relationship.

22. Severability

If under any applicable law or rule of any applicable jurisdiction, any provision of these Policies and Procedures is held to be invalid or unenforceable, the remainder of these Policies and Procedures will be interpreted as best to effect the intent of the parties hereto. The remaining provisions of these Policies and Procedures shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from these Policies and Procedures.

23. Survival

Any provision of these Policies and Procedures, which, by its terms, is intended to survive termination or expiration of these Policies and Procedures shall so survive, including, without limitation, the non-solicitation, trade secrets and confidential information covenants contained in these Policies and Procedures.

Glossary and Definitions

Social Marketer (SM): An independent contractor authorized to sell Nueva products and build a marketing organization.

Social Marketer Agreement: The Enrollment Form, these Policies and Procedures, the Compensation Plan and other written documents of Nueva that outline rights, responsibilities, and obligations.

Auto-Delivery (Subscription Orders): A recurring product order program for convenience, which is voluntary and cancellable.

Back Office: The secure online portal provided to Social Marketers to manage their accounts, orders, and business activities.

Chargeback: A transaction reversal initiated by a financial institution, typically due to fraud, disputes, or unauthorized use.

Compensation Plan: The official structure by which Social Marketers earn commissions, bonuses, and incentives.

Compliance Department: The corporate team responsible for ensuring adherence to Nueva's policies and regulatory standards.

Customer: A retail purchaser of Nueva products who is not enrolled as a Social Marketer.

Downline: The organization of customers and Social Marketers sponsored by an individual Social Marketer.

Enrollment Form: The official application required to become a Social Marketer.

Independent Contractor: The legal status of a Social Marketer, clarifying they are not employees of Nueva.

Inventory Loading: The prohibited practice of purchasing excessive products solely to qualify for bonuses or rank advancement.

Official Communications: Notices or updates from Nueva delivered via email, Back Office, or the company website.

Policies and Procedures: The governing rules that all Social Marketers must follow.

Rank Advancement: The process of progressing to higher leadership levels in the Compensation Plan by meeting performance requirements.

Sponsor / Enroller: The Social Marketer who introduces and enrolls a new customer or Social Marketer into Nueva.

Termination: The cancellation of a Social Marketer's account by either expiration of the term, voluntary resignation or corporate decision.

Third-Party Providers: External companies contracted by Nueva to provide services such as payment processing, shipping, or marketing support.

Upline: The chain of sponsors above a Social Marketer in the genealogy structure.

Website / Site: Refers to NuevaLife.com and associated online platforms, including the Back Office.