

JIFU™ LLC Terms & Conditions

Parties. Independent Consultants are referred to as “Representatives,” “You,” or “Your.” JIFU, LLC is known as “JIFU” or the “Company.” These terms apply to both individuals and groups.

Integration. Any promises, representations, offers, or communications not explicitly stated in the Agreement are invalid and will not be accepted.

To start your JIFU business, you must submit a W-9 Form if you reside in the United States or a W-8BEN if you live outside the United States. You must include this tax form when you enroll. If you don’t submit one of these forms, your JIFU business will be suspended, and you won’t earn commissions or be able to operate. If you fail to submit the W-9 or W-8BEN within sixty days after enrolling, your JIFU business will be canceled.

Representatives’ Rights. As an independent representative for JIFU, you possess the right to sell JIFU products and services. Additionally, you can take orders for these products and services and join JIFU’s representative program.

Adherence to the Agreement. Representatives must adhere to the Agreement. If the Representative has not reviewed the Terms and Policies upon signing this Agreement, they can access them in the Representative’s Back-Office. The Representative is required to review the Terms and Policies within five days of signing the Agreement. If the Representative disagrees with these Terms and Policies, their only option is to notify the Company and cancel their JIFU Agreement. Failure to cancel implies that the Representative accepts the Terms and Policies. To receive payment from JIFU, the Representative must maintain good standing and not violate the Agreement.

Definitions. The following meanings apply to the terms used in the Agreement:

“Representative Party” - An individual or business entity with an ownership interest in, or formal or informal management responsibility for, a business entity.

“Agreement”- The agreement between JIFU and its Representative includes several documents: 1) the Independent Representative Application & Agreement; 2) these Terms & Policies; 3) the Arbitration & Dispute Resolution Policy; 4) the Business Entity Addendum (applicable only to Representatives operating as a Business Entity); and 5) the JIFU Representative Plan. Each document is available in your Representative's Back Office in its most recent version and may be updated. This agreement constitutes a contract, so it’s essential to understand every part before you sign it. If you wish, you can seek legal assistance to review it.

“Business Entity” - A corporation, partnership, limited liability company, trust, or any other type of business (excluding a sole proprietorship) that owns, operates or controls a JIFU business.

“Confidential Information” encompasses the identities, contact details, and sales information of JIFU’s Representatives and customers. This information may originate from: (a) the Representative’s Back-Office; (b) reports provided by JIFU to Representatives; and (c) any information that a Representative would not access or acquire without being affiliated with JIFU. JIFU solely owns this information and is confidently shared with Representatives.

“Good Standing” – To maintain Good Standing as a JIFU Representative, you must: (1) be up to date on all payments and fees owed to JIFU; (2) submit the necessary tax forms; and (3) not have been under any disciplinary investigation, probation, or sanctions in the past 12 months.

“Household” - Spouses or partners and their dependent children living together in the same home are included. This also includes dependent children of either spouse or partner who attend school away from home.

“Personal Information” - Information that identifies a person or enables others to contact them, along with their financial details, is considered sensitive. This includes a customer’s or potential customer’s name, address, email address, phone number, credit card and/or bank information, and social security or tax identification number. It also encompasses any other information related to these details.

“Tools” - Promotional materials assisting in promoting goods, services, or business programs. Tools may include printed materials, email campaigns, autoresponders, websites, social media posts, audio and video recordings, and mobile applications.

Changes to the Agreement. The Company reserves the right to modify this Agreement when necessary. Changes will take effect 30 days after being announced and published in the Representative’s Back Office. These changes will not impact actions taken prior to the effective date. If a Representative disagrees with the changes, they may terminate their JIFU Agreement.

Statutory Nonemployee Status. Representatives are classified by the Internal Revenue Service as [Statutory Nonemployees](#) under [Title 26 of the U.S. Code, Subtitle C, Chapter 25, Section 3508](#). They are not considered employees, partners, legal representatives, or franchisees of JIFU. Each Representative is responsible for their expenses, including travel, food, lodging, secretarial work, office costs, long-distance phone calls, and other business expenses. Representatives will not be considered JIFU employees for federal or state tax purposes. JIFU will not withhold any FICA or taxes from a Representative’s pay. Additionally, Representatives do not qualify for workers’ compensation or unemployment benefits from JIFU.

Territories. Representatives are not assigned territories.

Assignment of Rights and Delegation of Duties. Neither party may transfer their rights or responsibilities under this Agreement to another party without obtaining prior written permission from the other party. However, if JIFU sells its assets or ownership to a third party, it may

transfer its rights and responsibilities under the Agreement to that third party without needing prior written permission from the other party.

Waiver. If either party wishes to forgive a breach of this Agreement, it must be put in writing and signed by an authorized representative of the party being forgiven. A waiver for one breach applies only to that specific instance and does not extend to any future breaches.

Waiver of Right of Publicity. Representative grants JIFU permission to use their name, photo, video, personal story, testimonial, and likeness in advertising and promotional materials, including online forums. Representatives waive any claims for payment for this use and agree not to review or approve any drafts or finished materials.

Minimum Age. Persons under the age of 18 may not be Representatives.

Severance. If any portion of this Agreement is deemed invalid or unenforceable, only that specific portion will be eliminated. The remainder of the Agreement will continue to be valid. The Company will subsequently revise the eliminated portion to adhere to the law.

First Breach Rule. If the Representative makes a claim against JIFU for breaking this Agreement, it does not mean that JIFU loses the right to enforce any other part of the Agreement.

Term and Renewal of a JIFU Business. This agreement is valid for one year. JIFU may terminate all Representative Agreements with 30 days' notice if the Company decides to: (1) cease its business operations; (2) shut down as a business; or (3) stop distributing its products and/or services through traditional marketing channels.

Maryland Residents: A Maryland Representative can cancel your order for any reason within 3 months of receiving the goods or services. If you cancel, the Company will buy back the goods, and you will receive at least 90% of the original price you paid.

18. Puerto Rico Residents: The Representative can cancel this Agreement within 90 days from the start date. They can also cancel it anytime if the Company does not fulfill key responsibilities in the distribution contract or if something the Company does or does not do harms the Representative's market development. To cancel, the Representative must send a written notice to the Company by registered mail. If the Representative cancels under these conditions, the Company will buy back all products the Representative purchased that are still in good condition, paying at least ninety percent (90%) of the original net cost.

(b) The Company will return at least ninety percent (90%) of the original net cost for any services the Representative obtained from the Company;

(c) The Company will return 90% of any money the Representative paid to participate in the business.

General Conduct. Representatives must secure all required licenses, including copyright licenses, before republishing any third-party content, such as music. They are also responsible for safeguarding and promoting JIFU's strong reputation and its products.

Representatives should refrain from illegal, deceptive, misleading, unethical, or immoral actions. They must demonstrate strong moral character in both their personal and professional lives.

Representatives must not act in ways that could damage the Company's goodwill or reputation. While we cannot enumerate every type of misconduct that would violate this policy, the following examples are specifically prohibited:

1. Do not make false or misleading statements about JIFU or its products.
2. Do not imply or state that any government official, agency, or body has approved or endorsed JIFU, its programs, or products.
3. Avoid actions in your business or personal life that could harm the company's reputation or affect the sales team's culture.
4. Do not engage in any behavior that could be seen as bullying, offensive, or discriminatory, including violent, obscene, or unlawful actions. This also includes personal attacks on individuals or violating anyone's intellectual property rights.
5. Do not share someone else's personal information without their consent.
6. Avoid promoting controversial social, political, or religious beliefs in your business or personal activities.

Social Media. If a Representative uses social media for their JIFU business, they must comply with all other requirements outlined in these Terms & Policies. The Representative agrees to the following:

1. You must get all necessary licenses for any third-party content you use, including copyright licenses.
2. You are responsible for the content you produce and all your postings on any social media site you own, operate, or control.
3. You may not post or link to content that is sexually explicit, obscene, pornographic, offensive, hateful, threatening, harmful, defamatory, or discriminatory. This includes graphically violent content, encourages unlawful behavior, or attacks individuals or groups. You also cannot violate any intellectual property rights of the Company or others.

4. You cannot sell products on social media. You must link only to your JIFU replicated website, JIFU's corporate website, or an official JIFU social media page for sales.
5. You must follow the terms of use for each social media site.
6. If you control a social media site that discusses or promotes JIFU's products or business, you cannot link to websites or social media sites that promote products, services, or companies other than JIFU.
7. While the Agreement is in effect and for 12 months after your business is canceled for any reason, you are prohibited from taking any action on social media regarding JIFU that might prompt others to inquire about your other business activities or products. Violating this rule will breach the non-solicitation agreement.
8. If you create a business page on any social media site to promote JIFU, it must not promote any other business's products or services without JIFU's written permission. If your JIFU business is canceled or you become inactive, you must deactivate the page.
9. You cannot post or link to any content promoting a social, or religious, or political agenda.
10. You must respect the privacy of other social media users. You may not harass, bully, or troll for connections.

Tools. Representatives can develop tools to promote their JIFU business or JIFU's products and services. All tools must adhere to JIFU's Terms and Policies. Each Representative's tools must fulfill the following requirements:

A tool must identify the Representative as a JIFU Independent Representative. It should also clarify that JIFU did not create or approve the tool.

If an Independent Representative's JIFU Agreement is canceled for any reason, that individual must immediately cease using the Tools and cannot share them with others.

Tools should only promote JIFU's products, services, and opportunities and must follow all terms and policies.

JIFU may revoke approval for any Tool at any time. Representatives cannot claim damages against JIFU, its leaders, or employees related to the withdrawal of approval.

The Company may provide approved Tools to Representatives at no cost. By submitting a Tool, a Representative relinquishes any rights to payment and permits JIFU to utilize the Tool and share it with others free of charge.

Representatives cannot charge others for the Tools they create; however, they may request permission before others use them.

Trademarks and Copyrights. The name "JIFU" and other names the company uses are trademarks owned by JIFU. The company allows representatives to use its trademarks and trade names in their promotional materials if their Representative Agreement remains active. If a Representative Agreement is terminated for any reason, this permission concludes, and the representative must immediately cease using the company's trademarks and trade names. Affiliates are prohibited from using any of JIFU's trademarks or trade names in email addresses, website domain names, or social media handles or names.

JIFU regularly hosts live and recorded events, webinars, and conference calls. Company executives, Representatives, and guests participate in these events. The content shared during these events is copyrighted and belongs to the Company. Representatives cannot record any company functions for any reason, whether live events, webinars, conference calls, or presented in any other way.

The Company creates copyrighted sales tools, including videos, audio recordings, podcasts, and printed materials. Representatives cannot copy these materials for personal or business use without first getting written approval from the Company.

Representatives must not use any third-party content without first obtaining permission.

Sales Outlets. To uphold the integrity of the company's direct-to-consumer marketing channel, representatives are prohibited from selling JIFU products or services in any physical store or on websites like Amazon® and eBay® without written approval from JIFU. However, representatives may display and sell JIFU products at professional trade shows.

Service-Related Establishments. Representatives can sell JIFU products (only products, not services) in locations primarily providing personal services. These locations earn most of their income from services rather than product sales. Examples include doctors' offices, dental clinics, health clubs, fitness centers, beauty salons, and any other businesses where customers require a membership or an appointment to access services. JIFU will decide if a location is service-related or suitable for selling its products.

Product Claims. Representatives cannot make claims about JIFU's products or services that are not included in official JIFU documents or on JIFU's official website. Affiliates must not suggest or imply that any JIFU product can diagnose, treat, cure, or prevent any disease, illness, injury, or medical condition condition.

Income Claims. Representatives must avoid giving anyone the impression that joining a JIFU business will guarantee a certain level of financial success. It is also essential to steer clear of phrases that might raise concerns with the Federal Trade Commission (FTC).

Financial Freedom
Passive Income
Income for life
Fast or easy money

JIFU Approved Income Disclosure Statement:

This illustration, meme, comment, social network post, email, or text is meant only for educational purposes and does not guarantee income. Achieving success in this business requires hard work, dedication, and strong sales skills. In 2023, direct selling in the United States generated \$36.7 billion in retail sales. Additionally, there were 37.7 million customers and 6.1 million direct sellers. By dividing the \$36.7 billion in sales by the 6.1 million direct sellers in 2023, each direct seller averaged \$6,016 in retail sales. Click here for more info:

The statement and link should be visible. They must be located on the same page as the earnings claim, either directly next to it or immediately afterward. The audience should not need to scroll to find the disclosure and link.

The text should be a color that stands out against the background on the social media page (we recommend black text on a white background). Ensure no other text or images are near the statement and link to prevent confusing the audience.

Instagram does not allow clickable links in posts. So, if you make an income claim on Instagram, the disclosure must say: "To view the generally expected financial results, see the JIFU income disclosure statement. Link in bio."

If a claim is made on Instagram or any other site that does not allow post links, the Representative must ensure the disclosure is clear and easily visible.

Media Inquiries. Representatives are prohibited from discussing the JIFU business or its products with the media. Any media inquiries, including from radio, television, print, or online outlets, should be directed to JIFU's marketing department.

Confidential Information. You must not share confidential information with anyone outside your business. This information should only be used to assist you in managing your Independent JIFU business.

Nondisparagement. Negative comments in the field can diminish the enthusiasm of other Representatives. Therefore, Representatives should refrain from making unsubstantiated negative or critical remarks about JIFU, its management, products, or compensation plan to anyone outside the company. If you have criticism, please direct it to the Company at Compliance@JIFU.com.

Handling Personal Information. If a Representative receives personal information about potential or current Representatives or customers, they are responsible for keeping this information secure. Representatives should shred or permanently delete any personal information they no longer need.

Limitations on Representative and Household Businesses. You can own or manage only one JIFU business per household. A household consists of spouses or couples and their dependent children under 18 who reside together. To own more than one JIFU business, you must obtain written approval from JIFU.

Business Entities. If a business entity or its representative breaches the agreement, the company may hold them accountable. The company can take appropriate disciplinary action against the business entity, affiliated parties, or any of the owners and representatives. This action may apply to all of them collectively or individually.

Actions of Third Parties. If a third party acts on behalf of a Representative or with their help and engages in behavior that would violate the Agreement if the Representative did it, then the Representative can be held responsible for that behavior.

Tampering With Product Packaging. You must sell JIFU products in their original packaging. Don't change the way the products are packed or labeled.

****Sales Receipts:** When you sell a product, give your customer two copies of the sales receipt. Tell them they can change their mind and cancel the sale within three days. Keep all sales receipts for two years and show them to JIFU if they ask.**

If someone buys from your website, they don't need a receipt from you because the Company will send it to them by email right away.

Adjustment to Commissions. You will earn commissions from sales only after the return, repurchase, and chargeback periods are over. If a customer returns a product, rebuys it, or there is a chargeback, the company can take back the money connected to those sales.

If you have clawback (unearned) commissions, the company will start taking it out of your pay when you give a refund or a chargeback happens. This deduction will continue until the company recovers the full amount if your pay was based on sales of returned or refunded products.

If you need to issue a refund but the company takes care of it, they may deduct that refund amount from your future commissions.

JIFU may also lower your pay if they follow a court order or garnishment requiring them to send your pay to someone else. JIFU can hold back some or all of your pay to recover any owed amounts.

If you do not claim your commissions and bonuses within 90 days after being deposited into your e-wallet, the company may charge a \$30.00 administrative fee at its discretion and send you your final commissions as a bank check.

Return of Merchandise and Sales Aids by Representatives Upon Cancellation or Termination. Representatives can receive a refund of 90% of the price they paid for tangible items purchased directly from the Company, provided these items are returned in resellable condition. The term "resellable condition" means that the items should be unused, undamaged, and in their original packaging, including all manuals and accessories. Refunds will be processed within 14 days after the Company receives the returned merchandise from the Representative. It's important to remember that initial shipping costs incurred during the purchase are not refundable unless the order is canceled within 14 days of delivery. Additionally, any shipping fees incurred for returning items are also non-refundable.

Intangible items, such as memberships and website fees, are typically non-refundable unless otherwise dictated by specific state laws.

When returning a pack, all items that were included in the original pack must be sent back together. The Company will not refund individual items that were purchased as part of a pack. Make sure to check the order details to identify all components included in your pack before returning it.

****Montana Residents:**** You can cancel your Representative Agreement within 15 days of submitting your application. During this time, you can return your sales kit and receive a full refund for the sales kit and any other fees you paid to join the program.

****Louisiana, Massachusetts, and Wyoming Residents:**** If you cancel your Representative Agreement, JIFU will refund 90% of the costs you incurred to participate in the program this year. To receive this refund, you must send a written request.

Cancellation and Refund Policy Users may cancel their subscription by contacting JIFU Customer Support at memberservices@jifu.com.

Cancellation and Refund Policy

As a general company policy, users may request cancellation and refund within fourteen (14) days of the initial purchase or enrollment for physical products, and within seven (7) days of initial purchase or enrollment for digital products and subscriptions.

When a valid cancellation and refund request is received within the respective period, JIFU may, at its discretion and subject to account review, issue a refund or credit for the qualifying purchase.

Charges associated with digital product autoship orders, must be requested within twenty-four (24) hours of the autoship charge to be eligible for refund or reversal. Autoship orders not canceled within this period will be processed and considered final.

After the respective refund period has elapsed, all subscription fees, product purchases, and membership charges become non-refundable, and any cancellation will take effect at the end of the current billing period.

Statutory Cooling-Off Rights (EU/UK and Other Applicable Jurisdictions) Customers residing in jurisdictions that provide mandatory consumer withdrawal rights, including the European Union and United Kingdom, may have a legal right to withdraw from a purchase within fourteen (14) days of the transaction.

By purchasing access to JIFU's education platform, users acknowledge and agree that service access and delivery of digital content may begin immediately after purchase, and that, where permitted by law, the right of withdrawal may be reduced or waived once digital services or content delivery has commenced.

Nothing in these Terms limits or excludes statutory consumer rights that cannot legally be waived.

Satisfaction Promise. If you return resalable merchandise to the Company within 90 days of delivery, you can get a refund for the price you paid, minus a 10% restocking fee. We will refund the initial shipping costs, but only if we receive the merchandise within 14 days of delivery. Return shipping costs are not refundable.

Intangible items, like memberships to our digital platforms, are billed monthly and are eligible to be refunded so long as the request is made within 24 hours of billing.

If you buy merchandise from a Representative's inventory, the Representative is responsible for issuing your refund. They can then return the merchandise to the Company.

You can cancel digital products and enrollments within seven days of purchase (or longer if your local law requires).

Any administrative or Representative setup fees you pay are not refundable.

You have other cancellation rights: Customers, Preferred Customers, and newly enrolled Representatives who live in Alaska, have five business days. Residents of North Dakota aged 65 and over have 15 days to cancel and receive a full refund. You can find an explanation of these rights on your sales receipt.

Disciplinary Sanctions. The Company can take appropriate disciplinary action to address any actions or failures by a Representative that violate this Agreement. If JIFU deems it necessary, the Company may also start legal proceedings to seek monetary compensation or other forms of relief.

Equitable Relief. Representatives agree that any violation of Policies 30 and/or 31 will cause serious harm to JIFU that cannot be fixed legally. If JIFU does not receive equitable relief, the damage it suffers will be greater than any harm the Representative might face if the Company receives that relief. Therefore, JIFU is entitled to immediate and permanent equitable relief without posting a bond. This relief is necessary to stop further policy violations and recover any actual damages incurred.

Indemnification. Representatives agree to indemnify JIFU for all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements, or other payments that JIFU incurs as a result of any act or omission by the Representative that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. JIFU may choose to exercise its right to indemnification by withholding any compensation owed to the Representative. This right of setoff does not limit JIFU's options for recovering or collecting funds due under its right to indemnification.

Voluntary Cancellation. You can cancel your participation in JIFU's business model at any time and for any reason. To cancel, you can:

1. Send a written cancellation to the Company's main business address or cancel through the Representative Back Office.
2. The Company may treat any public announcement of your resignation, or cancellation (such as social media posts) as an effective cancellation, but it is not required to.
3. Not paying your Back Office and Replicated Website fees will also result in cancellation.
4. If you revoke your permission to contract electronically, that will cancel your participation.
5. You may use any other method accepted by JIFU to cancel.

If you are on the autoship program, your autoship orders will keep going unless you specifically ask to cancel the customer autoship agreement as well.

Involuntary Cancellation (Termination). This Agreement may be involuntarily terminated for material violation of any of the provisions of the Agreement.

Business Transfers. If you are a Representative in Good Standing and want to sell or transfer your business, you need JIFU's written approval first. If you transfer the business without this approval, the Company can cancel the transfer.

To request a transfer, write to memberservices@JIFU.com. The Company will deny your request if your business is not in Good Standing or for any other reasonable reason.

Before transferring your business to someone else, you must give the Company the first chance to buy it under the same terms you discussed with the other party. The Company has ten days to decide if it wants to purchase the business.

Transfer Upon an Representative's Death. A Representative can transfer their business to their heirs. However, JIFU cannot share commissions among multiple beneficiaries, so the heirs must create a business entity, like a corporation, LLC, or partnership. JIFU will then transfer the business and issue commissions to this new entity.

If the business transfer is done through a will, the beneficiary must provide JIFU with certified letters testamentary and written instructions from the estate's trustee, or a court order that explains how to handle the business. The beneficiary must also sign and submit a JIFU Representative Agreement within 30 days of the business transfer. If they do not, the business will be cancelled.

Business Distribution Upon Divorce. JIFU cannot split commissions between multiple people. In divorce cases, a settlement or divorce decree must give the entire business to one person. JIFU will recognize as the owner the former spouse who receives the business through a legal agreement or court order. The spouse who gets the JIFU business must also sign and submit a JIFU Representative Agreement within 30 days after the divorce is final; otherwise, the business will be canceled.

Dissolution of a Business Entity. JIFU is unable to divide commissions among multiple parties. Therefore, if a business entity operating a JIFU business dissolves, the owners of the business must notify the Company regarding who should receive the business. The JIFU business can only be awarded to a single individual or entity that the Company has previously recognized as an owner. The Company will not divide the business among multiple parties or issue separate commission payments.

If the business entity wishes to sell or transfer its JIFU business, it must do so in accordance with JUFI Policies. Additionally, the recipient of the JIFU business must execute and submit a JIFU Representative Agreement to the Company within 30 days of the business entity's dissolution. If this is not done, the JIFU business will be canceled.

Inducing Representatives to Violate the Agreement. Representatives must not encourage or help other Representatives break the Agreement, either directly or indirectly.

Reporting Errors. If you believe that JIFU has made a mistake in your pay, you need to report it in writing within 60 days from when the error happened. JIFU will do its best to fix mistakes

reported after 60 days, but it will not make changes or compensate you for losses from mistakes reported beyond that time frame.

International Activities. Representatives cannot sell JIFU products or do any business in foreign countries where the Company has not said it is officially open for business.

Severance. If any policy is found to be unenforceable, we will remove only that part from the Agreement. The other policies will still apply. We will adjust the removed policy to comply with the law.

Survival. If a provision needs to be carried out after this Agreement ends, it will still be in effect even after the Agreement expires or is terminated, no matter the reason for the end.

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Jewellery & Gemplex 2
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