

**EZE WAYS, INC. PLATFORM APPLICATION  
END USER TERMS OF USE  
Version: 01.00  
12 September 2017**

**BEFORE USING EZE WAYS' PLATFORM APPLICATION (AS DEFINED BELOW), PLEASE READ THESE END USER TERMS OF USE (THESE "TERMS"). THESE TERMS ARE INCORPORATED BY REFERENCE INTO THE REGISTER FORM EXECUTED BY THE SUBSCRIBER IDENTIFIED AS THE "USER" THEREIN ("USER") AND EZE WAYS, LLC. ("EWI") A NEVADA LIMITED LIABILITY COMPANY, PURSUANT TO WHICH THE USER RECEIVES THE RIGHT TO ACCESS AND USE THE PLATFORM APPLICATION (THE "REGISTER FORM"). THESE TERMS AND THE REGISTER FORM TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN USER AND EWI, EFFECTIVE AS OF THE FIRST DATE OF MUTUAL EXECUTION BY EWI AND USER FOLLOWING THE INSTRUCTIONS OF THE REGISTER FORM (THIS "AGREEMENT") AND DOWNLOADING THE PLATFORM ONTO THE SMART PHONE.**

**The Platform REGISTER Form**

(a) **Access and Availability.** EWI will make its proprietary platform ("Platform") available to User to use the Platform with an executed REGISTER Form completed online from the specific Smart Phone the User will be using when operating the Platform. In each case during the Subscription Term and in accordance with this Agreement (including the specific access rights and limitations set forth in the REGISTER Form) the User is not dependent on any future functionality or features (or any public comments or other disclosure made by EWI) with respect thereto.

(b) **Subscription Term.** As stated prior, the access to user the Platform is only through the REGISTER Form sent to the authorized User to execute as prescribed in the Form. User's initial subscription term for the Platform commences on the expected "Subscription Start Date" stated in the REGISTER Form. The Subscription will continue for the "Initial Subscription Term" specified in the REGISTER Form (the "**Initial Subscription Term**"), and will automatically renew for successive ninety (90) day periods (each, a "**Renewal Term**") at the Platform subscription price of \$0, (which is based on User's continued use of the Platform for purposes of generating commissions from distributor sales of Jeunesse Business Opportunities and Product sales, a percentage of which is payable to various channel levels above said User's level according to the Jeunesse Compensation Plan and paid through the Jeunesse compensation platform). Any 90 day period, where there is no activity on the FAST FORWARD APP (i.e. adding new contacts, adding notes to a Contact, sending information to a Contact, etc.) the User will receive notification to remedy and undertake business activity as intended using the Platform, or, the access and use of the Platform may be terminated by EWI, if not cured by User. The Initial Subscription Term plus all Renewal Terms are referred to herein as the "**Subscription Term**".

(c) **User.** Each subscription is to an individual subscriber, or User. The Subscription is granted solely to the User and no sub-User rights are granted, unless the Co-User function is turned on within the Platform by the User and approved by the Platform Administration on an individual basis (i.e. husband and wife or two partner teams can work in the same Jeunesse account with both being Users of the Platform on separate Smart Phones loaded with the Platform).

**User Conduct and Use.**

(a) **User Data; Upload Restrictions.** User will retain all right, title and interest in and to all User generated data (collectively, "**User Data**") uploaded by User to the Platform that would typically be provided in planning, contacts, data distribution, and notations. User will not upload into the Platform any financial or medical information of any nature, or any personally identifiable information (e.g., social security numbers, driver's license numbers, birth dates, personal bank account numbers, passport or visa numbers, passwords and credit card numbers), and none of the foregoing will be deemed "User Data" hereunder, and User will remove such information from the Platform immediately or, at its reasonable discretion, EWI may purge the same from the Platform. EWI will not access User Data uploaded by User except: (i) to respond to service or technical problems; (ii) to monitor compliance with this Agreement; (iii) if there has been a violation of this Agreement; (iv) to assess or determine whether the Platform is being properly implemented and configured for the service(s) provided to the User; (v) at User's request; or (vi) upon User's written consent (including by email). EWI may also collect data with respect to User's use of the Platform and report on such usage in an aggregated and anonymous manner.

(b) **Certain Restrictions.** User will use the Platform for internal business purposes only as contemplated by this Agreement and will not:

- tamper with the security of the Platform or EWI's other customer accounts;
- attempt to probe, scan or test the vulnerability of the Platform, breach the security or authentication measures of the Platform without proper authorization or willfully render any part of the Platform unusable;
- access data on the Platform not intended for the User or log into a server or account on the Platform Application that User is not authorized to access;
- lease, distribute, (sub)license, sell or otherwise commercially exploit the Platform, use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party, or make the Platform (including any evaluation version) available to a second party other than as contemplated in this Agreement;
- allow any third party that offers or provides services that are competitive with EWI's products or services to use or access the Platform, use or access the Platform to develop a product or service of any kind or otherwise copy any ideas, features, functions or graphics of the Platform;
- use the Platform in violation of EWI's Acceptable Usage Policy (AUP) available at via Notifications within the FAST FORWARD APP, which is hereby incorporated by reference and made a part of these Terms; reverse engineer, decompile, disassemble, translate or seek to obtain the source code of the Platform, or modify or create a derivative work of the Platform or any related documentation;
- remove or obscure **any product identification, proprietary, patent pending, trade secret, copyright or other notices contained in the Platform** or related documentation; create any link, API or other interface to the Platform accessible by any other third party or frame or mirror any content contained or accessible from the Platform; or
- disclose (whether orally or in writing) information or analysis regarding the specifications or performance of the Platform (including benchmark tests).

(d) **Communications.** User will be responsible for the content of all communications sent using the Platform Application. User will not use the Platform Application to communicate any message or material that (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the intellectual property rights of any third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law. EWI will use reasonable efforts to provide User with the opportunity to remove or disable access to any offending material or content.

e) **Suspension.** In the event of any breach or threatened breach of this Agreement by User, without limiting EWI's other rights and remedies, EWI may immediately suspend User's access to the Platform Application.

### 3. Confidentiality

(a) **Scope. "Confidential Information"** means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The terms and conditions of the REGISTER Form are Confidential Information of EWI.

(b) **Restrictions.** The Receiving Party will: (i) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its (a) employees who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder and (b) professional advisers, and actual or prospective investors, provided that such employees, investors, acquirers and professional advisers are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 3; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information.

(c) **Exceptions.** If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this Section 3 will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

(d) **Equitable Relief.** The Receiving Party acknowledges that unauthorized disclosure of Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

4. Intentionally left blank for expansion.

**5. Proprietary Rights.** User is permitted to access and use the Platform, but this Agreement is not otherwise an agreement for the sale or license of any software. User acknowledges that the Platform contains copyrighted, trade secrets and proprietary products and materials, containing components of which are licensed from one or more of EWI's licensors. EWI and EWI's licensors solely and exclusively retain all right, title and interest in and to the Platform and related support, documentation and professional services deliverables, and all related and underlying software, interfaces, databases, data models, structures, non-User-specific data, aggregated statistical data, technology, reports and other intellectual property, plus all intellectual and other proprietary rights therein or thereto (all of the foregoing, the "**EWI IP**"). Except for the Subscription granted hereunder, User has no right, title or interest in or to the EWI IP.

## 6. Term and Termination.

(a) **Term and Termination.** This Agreement will be effective during the Subscription Term, unless earlier terminated as follows. Unless otherwise stated in the REGISTER Form, this Agreement may be terminated by Platform Administration by denying access to the Platform. Upon written request, EWI will send an email to the User stating the reason why the Termination was given.

(b) **Effect of Termination.** Upon any termination of this Agreement, will also terminate the use of the Platform. User will not be able to use or have further access to the Platform Application. EWI will have no liability for any suspension or termination of User's access to the Platform Application, or any termination of this Agreement, provided that it is conducted in accordance with the terms of this Agreement. Upon written request by User made within thirty (30) days after termination, EWI will provide User with temporary access to the Platform Application solely for User to retrieve its User Data, but not any other purpose. After such 7-day period, EWI will have no obligation to maintain or provide access to such User Data and will thereafter, unless legally prohibited and except for archival backup purposes, have the right to delete all such User Data in its possession or control. Sections 3, 4, 5, 6, 7(a), 7(d), 8, 9 and 10 of these Terms will survive any termination or expiration of this Agreement. It is understood that any Contacts or Members operating under the exiting User will remain in the Platform and can be accessed by up-line Members for support purposes as required by Jeunesse Direct Sales Company Policies and Procedures.

## 7. Warranties.

(a) **Corporate Authority.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that the REGISTER Form is executed by an Independent Contractor who is a Member of the Jeunesse organization ("Jeunesse") with all necessary authority to bind such party to the terms and conditions of this Agreement (including these Terms).

(b) **Functionality Warranty.** EWI warrants that the Platform Application will operate in substantial conformity with the then current version of the applicable documentation provided by EWI.

(c) **Security Warranty.** EWI has implemented Appropriate Security Measures (as hereinafter defined) and maintains the Platform Application at reputable third party Internet Service Providers and co-location facilities. "**Appropriate Security Measures**" means commercially reasonable efforts to ensure that User Data will be maintained accurately and safeguarded including the use of technical and physical controls to protect User Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by EWI.

(d) **Disclaimer.** EXCEPT FOR THE WARRANTIES CONTAINED IN SECTIONS 7(a), 7(b), AND 7(C), (I) THE PLATFORM APPLICATION, SUBSCRIPTION AND ALL OTHER EWI PRODUCTS AND SERVICES ARE PROVIDED "AS IS", AND (II) EWI, ON BEHALF OF ITSELF AND ITS LICENSORS, SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE WARRANTIES CONTAINED IN SECTIONS 7(a), 7(b), AND 7(C) ARE SOLELY TO AND FOR THE BENEFIT OF USER AND NO OTHER THIRD PARTY. EWI AND ITS LICENSORS DO NOT WARRANT THAT (A) THE FUNCTIONS CONTAINED IN THE PLATFORM APPLICATION WILL MEET THE USER'S REQUIREMENTS, (B) THE OPERATION OF THE

PLATFORM APPLICATION WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, (C) ANY ERRORS IN THE PLATFORM APPLICATION CAN OR WILL BE CORRECTED, (D) THE PLATFORM APPLICATION OR THE FUNCTIONS CONTAINED THEREIN, OR ANY RESULTS OF THE USE THEREOF (INCLUDING ESTIMATES AND OPTIMIZATION OF THIRD PARTY ADVERTISING), WILL MEET USER'S REQUIREMENTS, INCLUDING FOR RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS. EWI AND ITS LICENSORS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, DELIVERY OR SERVICE FAILURES, OR ANY OTHER PROBLEMS OR DAMAGES ARISING FROM USER'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS.

**8. Limitations of Liability.** EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF BUSINESS, GOODWILL, PROFITS, DATA, SALES OR REVENUE, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, IN EACH CASE WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL EWI BE LIABLE TO USER FOR ANY DAMAGES, COSTS, CLAIMS OR OTHER LIABILITIES (EXCLUDING INDEMNIFICATION OBLIGATIONS) RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE LESSER OF (I) COMMISSIONS AS PAID BY JEUNESSE COMPENSATION PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR ACT GIVING RISE TO THE CAUSE OF ACTION, EARNED UNDER THE USER'S DIRECT COMMISSIONS ID (AND THEIR ENTIRE JEUNESSE DOWNLINE ORIGINIZATION, AS DEFINED BY JEUNESSE FOR SUCH USER) OR (II) FIFTY THOUSAND U.S. DOLLARS (US\$50,000). EWI'S LICENSORS DISCLAIM ALL LIABILITY TO USER, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LOST PROFITS), ARISING IN CONNECTION WITH THIS AGREEMENT. THIS SECTION 8 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

#### 9. Indemnification.

THIS SECTION SETS FORTH EWI'S SOLE LIABILITY AND USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

(a) **USER Indemnification.** User will indemnify, defend and hold EWI and its Users, and their officers, directors, employees, agents and contractors ("**EWI Indemnitees**"), harmless from and against any Losses incurred in connection with Claims against EWI Indemnitees arising from or relating to User's communications with its actual and potential customers, use of User Data or other use of the Platform Application, in each case except to the extent EWI is obligated to indemnify User under Section 9(a).

(b) **Procedure.** Each party's indemnity obligations are subject to the following: (i) the aggrieved party will promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier will have sole responsibility for and control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party will cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

#### 10. General Provisions.

(a) **Entire Agreement; Interpretation.** This Agreement (which consists of the REGISTER Form and these Terms) constitutes the entire agreement and sets forth the entire understanding between the parties hereto with respect to User's Subscription to the Platform Application described in the REGISTER Form, and supersedes all prior agreements and discussions with respect thereto. In the event of an inconsistency between the terms and conditions of these Terms and the REGISTER Form, the terms of the REGISTER Form will govern. Headings contained in this Agreement are inserted for convenience of reference only and will not in any way define or affect the meaning or interpretation of any provision of this Agreement. For purposes hereof, "including" means "including without limitation".

(b) **Marketing.** Neither party may issue any press release regarding this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

(c) **Relationship of User and EWI.** The parties to this Agreement are EWI a software-service (app) provider and the User is a licensee under these Terms of Use. There is no relationship of partnership, joint venture, employment,

franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf.

(d) **Modifications and Waiver.** No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy will operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be construed as a waiver of any right or remedy on any future occasion.

(e) **Assignment.** This Agreement and any rights or obligations hereunder may not be assigned, sublicensed or otherwise transferred by the parties.

(f) **Governing Law.** (1) This Agreement and any claim, controversy, right, obligation, or dispute arising under or related to this Agreement, the relationship of the parties, and the interpretation and enforcement of the rights, performance obligations, and duties of the parties will be governed by and construed in accordance with the laws of the State of Nevada, USA, without regard to conflicts of laws principles. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DO NOT APPLY TO THIS AGREEMENT. The parties irrevocably and unconditionally agree to the exclusive jurisdiction of the state courts in Cook County and the federal courts in the City of Chicago, Illinois, USA.

Arbitration of Disputes. Both parties agree that should any dispute arise under this Addendum, which cannot be settled to the mutual satisfaction of both parties, then, such dispute shall be resolved in the following manner:

Any controversy or claim which may arise between the parties out of or related to this agreement, or breach thereof, including, without limitation, the interpretation of any provisions of this Agreement or of the rights, duties, or liabilities hereunder of either party, shall be settled by arbitration, in Chicago, Illinois, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, (including the Emergency Interim Relief Procedures), and any judgment rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(g) **Notices.** Any notices under this Agreement will be in writing and sent via email. Notices to EWI addressed to General Counsel will be sent to the address for EWI set forth in this Agreement or address provided upon request by submitting a Support Ticket within the Platform Application.

(h) **Severability.** If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision will be modified to the extent necessary to render it enforceable, or will be severed from this Agreement, and all other provisions of this Agreement will remain in full force and effect.

(i) **Facsimile Transmission/Counterparts/Electronic Signatures.** This Agreement will be deemed executed upon mutual execution of the REGISTER Form, executed electronically (via an ACCEPTANCE button) at time of registration for the use of the Platform Application. The parties consent to electronic signatures for the purpose of executing this Agreement within the REGISTER Form process, subject to compliance with any applicable laws, rules or regulations. Acceptance of the Terms of Agreement I the REGISTER Form process are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set forth in this Agreement.

(j) **Force Majeure.** Neither party to this Agreement will be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

(k) **Subcontractors.** EWI may use the services of subcontractors for the provision of any Platform Application and performance of any services under this Agreement; provided, however, EWI will be responsible for each subcontractor's performance of services under this Agreement and for each subcontractor's compliance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, EWI and User, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.



I Accept the EWI Platform Application End User Terms of Use.

Date: \ \_\_\_\_\_

**EASY WAY INC.  
SERVICE LEVEL AGREEMENT (SLA)**

**1. Platform Application Availability**

The EWI Platform Application will be available 24 hours per day, 7 days per week, excluding any scheduled maintenance as described below.

**Category 1 –Scheduled Maintenance –**

User will be notified in Platform Notification of day and time period for scheduled maintenance period to perform system maintenance, backup, and upgrade functions for the Platform Application. The scheduled maintenance period does not require the Platform Application to be offline; however, during the maintenance period, the Platform Application may have short periods of instability and may be offline for up to one hour.

If scheduled maintenance is required outside of the scheduled maintenance period described above, EWI will notify User at least three (3) days in advance.

**Category 2 – Unscheduled Maintenance**

Unscheduled maintenance may be required to resolve issues that are critical for User and/or performance of the Platform Application. EWI will notify User via Platform Notification with a reasonable amount of time so the User can prepare for the possible interruption. All scheduled and unscheduled maintenance notifications are logged and communicated via the EWI Notification within the Platform.