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# **DISTRIBUTOR AGREEMENT TERMS & CONDITIONS UNITED STATES**



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**FIRST THINGS**  
**FIRST**

WorldWide Erections LLC. shall be referred to as [WorldWide Erections] or [WE] throughout this plan. Where an individual contractor has elected to become a [WE] Independent Distributor, they agree to the following terms and conditions.

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**A QUICK**

# **OVERVIEW**

- General Terms And Agreements
- [WE] Product Refunds And Returns Policy
- Data Protection



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## GENERAL TERMS AND

# AGREEMENTS!

Contract conditions that set the minimum performance requirements for the independent distributor. These conditions also include the rights and responsibilities of the parties involved.

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1) I understand that as an Independent Distributor ("Distributor") for WorldWide Erections LLC., as [WorldWide Erections] [hereinafter "WE"]

a. I have the right to sell and solicit orders for WE products and services in accordance with these Terms & Conditions. I understand that it is within the exclusive right of WE to accept or reject such orders.

b. I have the right to enroll persons as Distributors of WE.

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c. If qualified, I have the right to earn commissions pursuant to the WE Compensation Plan.

**2)** I agree that as a WE Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of WE. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses.

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I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF WE FOR FEDERAL OR STATE TAX PURPOSES. WE is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from WE. I certify that:

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- a. The number shown on this form is my correct SSN or EIN (or I am waiting for a number to be issued to me), and
  - b. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
  - (c) the IRS has notified me that I am no longer subject to backup withholding, and
  - c. I am a U.S. citizen or U.S. resident with a SSN.



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**3 )** I have carefully read and agree to comply with the WE Policies & Procedures and the WE Compensation Plan, each of which are incorporated into and made a part of these Terms & Conditions (these three documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Policies & Procedures at the time I execute this Agreement, I understand that they are posted in my portal and available on the WE website. I will review the Policies & Procedures within five [5] days from the date on which I execute this Agreement.

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If I do not agree to the Policies & Procedures, my sole recourse is to notify the company and cancel my WE Agreement. Failure to cancel constitutes my acceptance of the Policies & Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from WE. I understand that the Agreement may be amended at the sole discretion of WE, and I agree to abide by all such amendments. Notification of amendments shall be posted in my WE portal.

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Amendments shall become effective thirty [30] days after notice of the amendments is posted, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my WE business or my acceptance of bonuses or commissions after the effective date of amendments shall constitute my acceptance of any and all amendments.

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- 4 )** The term of this Agreement is one year (subject to prior cancellation pursuant to the Policies & Procedures). If I do not renew my WE business by date of origination or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell WE products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or the activities of my former down-line sales organization.

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In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former down-line organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former down-line organization. WE reserves the right to terminate all Distributor Agreements upon thirty [30] days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

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- 5 )** I may not assign any rights under the Agreement without the prior written consent of WE. Any attempt to transfer or assign the Agreement without the express written consent of WE renders the Agreement voidable at the option of WE and may result in termination of my business.
- 6 )** WE, including but not limited to any of its affiliates and/or subsidiaries, may transfer or assign this Agreement in its sole discretion.

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In the case that the Distributor does not accept the transfer or assignment, it may provide written notice that it wishes to terminate this Agreement. In the event of such notice being provided, the termination will become effective immediately. In the event WE chooses not to transfer a Distributor Agreement termination will be effective immediately.

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I understand that if I fail to comply with the terms of the Agreement, WE may impose upon me disciplinary sanctions as set forth in the Policies & Procedures.

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- 8**) WE, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release WE and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement.
- I further agree to release WE and its affiliates from all liability arising from or relating to my promotion or operation of my WE business and any activities related to it (e.g., the presentation of WE products



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or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify WE for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

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9 ) The Agreement, in its current form and as amended by WE at its discretion, constitutes the entire contract between WE and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

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- 10)** Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

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- 11)** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.
- 12)** If there is any conflict between the Distributor Terms & Conditions and the Policies & Procedures, the Distributor Terms & Conditions shall prevail.

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**13 )** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and WE arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies & Procedures.

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WE shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving the dispute through mediation, the dispute and shall be settled totally and finally by confidential arbitration as more fully described in the Policies & Procedures.

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**14)** Notwithstanding the foregoing, either Party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award.

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In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Northern District of Georgia, residing in Atlanta, Georgia or the state courts residing in Dekalb County, State of Georgia.



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- 15)** A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via submitting a ticket through the Distributor's portal.

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- 16)** If a Distributor wishes to bring an action against WE for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against WE for such act or omission. Distributor waives all claims that any other statute of limitations applies.

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**17)** I grant WE an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.

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**18)**

I hereby give my express consent to the Company to send e-mail messages, text messages, and/or notify me by phone or facsimile regarding its products, services, compensation, and offer other topics that the Company determines may be of interest or benefit to me. I agree that my receipt of such messages will not be deemed a violation of any federal or provincial legislation or regulations.

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**19)** A faxed copy of the Agreement shall be treated as an original in all respects.

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**20)** I certify that I am at least 18 years of age.



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## [WE] PRODUCT REFUNDS AND **RETURN POLICY!**

The goal of WorldWide Erections is to ensure that Customers are completely satisfied with their purchases. Upon receipt of any package, it should be examined closely prior to opening the factory-sealed products' packaging. If the order is not in satisfactory, it may be returned provided that the following guidelines are observed:

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- 1) As WE products produce different results for different people, WE does not guarantee specific results nor offer a money back guarantee. Customers should follow the directions with each product received.
  - 2) The Devoted Customer can utilize the Self Service Returns process located in the Devoted Customer portal to generate a shipping label.
  - 3) The Customer is responsible for all return shipping costs.



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- 4 )** To receive a refund, all items must be post-marked within thirty [30] days of the ship date and must be in an unopened and/or "new" condition. A traceable shipping method must be used. WE is not liable for the shipping costs of returned items or any return shipments that may be lost in the return shipping process.

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- 5) Distributors may only return product for product credit unless they are cancelling their Distributorship.
  
  - 6) In the case of Distributor resignation or termination, the Distributor has thirty [30] days (or longer where required by law) from the ship date to return products for a refund.

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- 7) To receive a replacement or a refund on incomplete, broken, damaged or defective items, the Customer must report the matter within thirty [30] days from the date of delivery and the incomplete or defective item must be made available for inspection at the Returns Processing Center.
  - 8) Refused orders are defined as orders that are refused upon delivery, marked return to sender, are undeliverable, or that have an insufficient address.

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A refused order is assigned a \$15 refusal fee that is deducted from the refund. Refusal fees are applied to orders to offset return shipping costs and return processing charges. Refused orders could take up to ninety (90) days to reach the Returns Processing Center and are not guaranteed a refund.

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Returning an order to WE will not automatically cancel monthly auto-shipment orders. Auto-shipment orders can be cancelled through the Customer's online account at [worldwiderrections.com](http://worldwiderrections.com)

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by submitting a ticket, or by calling the local Customer Support number. All auto-shipment changes must be completed at least two [2] business days prior to the next auto-shipment process date.

- 10)** If only a portion of a stocked package (several products grouped under one item name/number) is returned, the full value and Bonus Volume (BV) of the item(s) kept will be deducted from the refund on the return order.

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- 11)** Once the returned order is received and inspected at the Returns Processing Center (usually within 10 business days), a refund will be processed to the credit card used to purchase the order. Depending on the credit card company, it may take an additional 2-10 business days after a refund is applied for monies to post to the Customer's account.
  - 12)** All returns must be accompanied with the original, or a copy of the original, packing slip.

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- 13 )** All apparel and merchandise should be returned in original packaging and in "new" condition. If opened, the items must be in new condition and accompanied by original packaging with all original tags still attached. "New" condition is defined as being without any alterations, defects or damages that would prevent the resale of the item.
- 14 )** If an item is returned that is not eligible for refund, you will be notified by Customer Support.

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- 15 )** All items sold at the WE events must be returned or exchanged at the time and place of the event during store hours.
- 16 )** All printed business materials ("Biz Tools") must still be in resalable condition, complete, unopened and in the original packaging in order to process a return and/or refund.
- 17 )** No returns will be accepted or refunds processed for personalized or customized items.



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- 18)** There will be a 15% restocking fee applied for all returned apparel and merchandise.
- 19)** To exchange products, Customers can call Customer Support, or Devoted Customers and Distributors can log into their online accounts and submit a support ticket, within thirty [30] days of delivery to specify which product they would like to return and which products they would like to purchase in exchange.

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Exchange orders should be placed prior to Customers returning their original items for refund to avoid interruption of their autoshipment services.

**20 )** For additional information specific to Distributors please see the WE Policies & Procedures and the WE Distributor Terms & Conditions.

**21 )** For additional information specific to Devoted Customers and Direct Customers please see the WE Devoted Customer and Direct Customer Terms & Conditions.

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**PRODUCTS MUST BE RETURNED TO:**

WorldWide Erections LLC.  
500 S. 7th Street,  
PO Box 1605  
Opelika, Alabama 36803



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## DATA

# PROTECTION!

The Distributor agrees that any personal data provided by him/her will be stored and processed by WorldWide Erections LLC. 500 S. 7th St, PO Box 1605, Opelika, Alabama 36803 USA in order to register the WE Direct Customer, to complete and fulfill orders and process invoices, and to send the Devoted Customer information on products or services that WE believes may be of his/her interest.

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Consumers may exercise their rights of objection, access, correction and deletion with regard to their data under the terms envisaged by Personal Data Protection Law. These rights may be exercised in writing by sending a request, together with documentation evidencing his/her identity, to: [worldwiderrections@gmail.com](mailto:worldwiderrections@gmail.com). For further information, please refer to the WE Privacy Policy located on the corporate website.

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Customer Support Numbers:

1-877-269-3085 or

worldwiderrections@gmail.com

Customer Support Hours of Operation:

(Hours are based on the Central Standard  
time zone for USA & CANADA)

Monday Friday: 6:30 am to 8:00 pm CST

Saturday & Sunday: 8:30 am to 5:00 pm CST

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CREATING A COMPANY FOR ORDINARY PEOPLE

**THANK  
YOU!**