

Zen Rewards™ Policies & Procedures

- 1. The Agreement.** These Policies & Procedures govern the relationship between you, as an Independent Zen Rewards Associate, and Zen Rewards Unlimited, LLC d/b/a (hereafter “Zen Rewards” or the “Company”). These Policies & Procedures, together with the Independent Associate Application and Agreement, the Zen Rewards Individual Arbitration Agreement and Dispute Resolution Policy, the Zen Rewards Compensation Plan, and the Zen Rewards Business Entity Addendum (the Business Entity Addendum is only applicable to Associates who enroll as a Business Entity) make up the Agreement between you and Zen Rewards. Therefore, as used in this document, the term “Agreement” collectively refers to a) the Independent Associate Application and Agreement; b) these Policies & Procedures; c) the Zen Rewards Individual Arbitration Agreement and Dispute Resolution Policy; d) the Zen Rewards Compensation Plan; and e) the Zen Rewards Business Entity Addendum, all in their current form and as may be amended in the future as provided herein and in the Zen Rewards Individual Arbitration Agreement and Dispute Resolution Policy. Independent Associates shall be referred to herein as “Associates.” Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. The Agreement is a contract, so you should be certain you understand each provision before you execute the Agreement. You may wish to retain counsel to assist you if you wish.
- 2. Definitions.** As used in the Agreement, the following terms are defined as follows:

 - **Affiliated Party.** An individual or Business Entity that has an ownership interest in, or formal or informal management responsibility for, a Business Entity.
 - **Agreement.** The contract between Zen Rewards and Associates. It is comprised of: 1) the Associate Application & Agreement; 2) these Policies & Procedures; 3) the Individual Arbitration Agreement & Dispute Resolution Policy; 4) The Business Entity Addendum (applicable only to Associates that operate as a Business Entity; and 5) the Zen Rewards Compensation Plan, each in their current forms and as modified in the future. The most current version of each of these documents is available in your Associate Back-Office.
 - **Bonus Buying.** The purchase of goods or services via the program for any reason other than bona fide use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by *bona fide* cashback rebates generated by product or service purchases by end user consumers for actual use.
 - **Business Entity.** A corporation, partnership, limited liability company, trust or other entity that enrolls as a Zen Rewards Associate and owns, operates or controls an independent Zen Rewards business.
 - **Confidential Information.** The identities, contact information, and/or purchase activity information relating to Zen Rewards Associates and/or customers: (a) that is contained in or derived from any Associate’s Associate Back-Office; (b) that is contained in or derived from any reports issued by Zen Rewards to Associates; and/or (c) to which an Associate would not have access or would not have acquired but for his/her affiliation with Zen Rewards. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Zen Rewards and is provided to Associates in strict confidence.
 - **Currently Marketable Condition.** Zen Rewards Marketing Tools returned to the Company are in

Currently Marketable Condition if they are unopened, unused, and packaging and labeling has not been altered or damaged. Marketing Tools that are clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item is not in Currently Marketable Condition.

- **Community Based Marketing.** Community Based Marketing is the term that Zen Rewards uses to describe its Network Marketing program. See the definition of Network Marketing below.
 - **Good Standing.** A Zen Rewards Associate that: (1) is current on all payments and fees owed Zen Rewards; (2) has not been under disciplinary investigation, probation, or sanction for the immediately preceding 12 consecutive months; and (3) is in compliance with the Agreement.
 - **Network Marketing.** A business model that utilizes a multilevel compensation formula to compensate the participants in the marketing plan, and in which participants may recruit other participants to serve as independent contractor salespersons, consumers, or promoters for the business. Network Marketing is also referred to as “Multilevel Marketing”, “Direct Selling”, “Party Plan Marketing”, and “Social Selling”.
 - **Personal Information.** Information that can be used to identify, locate, or contact an individual, alone or when combined with other personal or identifying information, as well as the financial information of such individual. Examples of Personal Information include, but are not limited to, an individual’s name, home or other physical address, email address, telephone number, Social Security Number or other tax identification number, passport number, driver’s license number, bank account number, credit card or debit card number, and personal characteristics including photographic image, fingerprints, handwriting, or other unique biometric data.
 - **Recruit or Recruiting.** The direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, by a current or former Zen Rewards Associate, another Zen Rewards Associate or customer to enroll or participate in another Network Marketing opportunity. This conduct constitutes Recruiting even if the Associate’s or former Associate’s actions are in response to an inquiry made by another Associate or customer. An action that is reasonably foreseeable to result in causing a current Associate or customer to contact a current or former Associate (“Individual X”) about Individual X’s non-Zen Rewards business activities or the non-Zen Rewards products or services that Individual X is selling is “Recruiting.”
 - **Marketing Tool or Marketing Tools.** Promotional material used to assist in promoting the enrollment of customers or Associates, or in the promotion of a business program. Examples of Marketing Tools include, but are not limited to, printed materials, websites, audio & video recordings, social media postings and mobile applications.
 - **Service or Services.** The cashback rewards program that Zen Rewards offers to consumers whereby consumers automatically receive cashback rewards from purchases that they make from participating online and bricks and mortar businesses.
 - **Sponsor.** The Associate who recruits and assists a new Associate in enrolling and becoming a Zen Rewards Associate. The Associate under whom a new Associate is located in the genealogy. The act of recruiting and enrolling a new Associate is referred to as “sponsoring”.
3. **Independent Contractor Status.** Associates are independent contractors and not employees, partners, legal representatives, or franchisees of Zen Rewards. Associates are solely responsible for

paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **ASSOCIATES SHALL NOT BE TREATED AS A ZEN REWARDS EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** Zen Rewards is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Associates' compensation. Associates are not entitled to workers compensation or unemployment security benefits of any kind from Zen Rewards.

In all written, graphic, or digital material used for Zen Rewards business purposes, Associates must represent themselves as a "Zen Rewards™ Independent Associate." In verbal conversations with prospective Associates and customers, Associates must introduce themselves as an "independent Zen Rewards Associate." Associates shall not lead anyone to believe that they are employees of Zen Rewards.

- 4. Income Taxes.** As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as a Zen Rewards Associate. Every year, Zen Rewards will provide an IRS Form 1099 NEC (Non-employee Compensation) earnings statement to each U.S. resident who, in the previous calendar year: 1) had earnings of \$600 or more; or 2) received trips, prizes or awards valued at \$600 or more. If earnings or trips, prizes or awards are less than stated above, an IRS Form 1099 NEC will be sent only at the request of the Associate, and a fee may be assessed by Company to the Associate to comply with this request. To facilitate this reporting, you must provide Zen Rewards with your Social Security Number, Employer Identification Number, or Taxpayer Identification Number as appropriate.
- 5. Tax ID Verification / Substitute W-9.** With respect to the Social Security Number, Employer Identification Number, or Taxpayer Identification Number that you provide to Zen Rewards during the enrollment process, you certify, under penalty of perjury, as follows:
 - The number shown on this enrollment form is my correct taxpayer identification number (or I am waiting for a number to be issued to me);
 - I am not subject to backup withholding because: (i) I am exempt from backup withholding, or (ii) 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 (iii) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (a U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in 26 CFR 301.7701-7)).
- 6. Adherence to the Agreement.** Associates must comply with the Agreement. If you have not yet reviewed the Policies & Procedures at the time you execute this Agreement, they are posted in your Associate Back-Office. You must review the Policies & Procedures within five days from the date on which you execute this Agreement. If you do not agree to the Policies & Procedures, your sole recourse is to notify the Company and cancel the Agreement. Failure to cancel constitutes your acceptance of the Policies & Procedures. You must be in Good Standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Zen Rewards.
- 7. Amendments to the Agreement.** The Company reserves the right to periodically amend the Agreement. Except for the Zen Rewards Individual Arbitration Agreement and Dispute Resolution Policy, Amendments to the Agreement shall be effective 30 days after notice and publication of the amended provisions, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notice of amendments shall be emailed to each Associate at the Associate's email address on file and/or posted/published in each Associate's Back-Office. If you

do not agree to any amendments, your sole recourse is to cancel the Agreement. The continuation of an Associate's Zen Rewards business, the acceptance of any benefits under the Agreement, the acceptance of bonuses or commissions, or the continued use of the Associate Replicated Website or Back-Office constitutes acceptance of all amendments.

The foregoing provision regarding amendments to the Agreement does NOT apply to the Zen Rewards Individual Arbitration Agreement and Dispute Resolution Policy, which can only be amended as provided therein via mutual consent.

8. Back-Office and Replicated Website Fee; No Other Purchase or Payment Required. Associates are required to pay a monthly Replicated Website and Back-Office fee. This fee is an at-cost amount for the Replicated Website and Back-Office that each Associate receives to assist them with the marketing of the Services to customers and the management of their independent Zen Rewards businesses. Except for this monthly fee, no purchase, payment, or investment is necessary to become an Associate.

9. Associates' Rights. As an independent Associate for Zen Rewards, Associate has the right (subject to compliance with the Agreement) to:

- Solicit and enroll customers into the Zen Rewards Cashback program;
- Sponsor others as Zen Rewards Associates; and
- Participate in the Zen Rewards Compensation Plan if qualified.

10. Assignment of Rights and Delegation of Duties. Associates may not assign any rights under the Agreement without the prior written consent of Zen Rewards. Any attempt to transfer or assign the Agreement without the express written consent of Zen Rewards renders the Agreement voidable at the option of Zen Rewards and may result in termination of the Agreement.

If the assets of Zen Rewards, or a controlling ownership interest in Zen Rewards, is transferred to a third party, Zen Rewards may assign its rights and delegate its duties and obligations to all Associates under the Agreement to such third party as part of the sale or transfer and need not obtain Associates' prior written authorization.

11. Waiver. 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.

12. Waiver of Right of Publicity. Associates grant Zen Rewards an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, social media content, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Associates waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

13. Minimum Age. Persons under age 18 may not be Associates and no Associate shall knowingly recruit, enroll, or sponsor, or attempt to recruit, enroll, or sponsor, any person under age 18.

14. Severability. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be

reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.

15. First Breach Rule. The existence of any claim or cause of action of an Associate against Zen Rewards shall not constitute a defense to Zen Rewards' enforcement of any term or provision of the Agreement.

16. Term and Renewal of the Agreement. The term of the Agreement is one year from the date of enrollment. **An Associate may cancel the Agreement at any time and for any reason.** The Company may cancel the Agreement only for cause as set forth in Sections 49 and 51. Unless the Agreement has been previously terminated as provided at Sections 49 and 51, the Agreement shall automatically renew for subsequent one-year terms. **Zen Rewards reserves the right to elect not to renew an Associate's Agreement at its option upon 30 days' prior written notice.**

A participant in this Community Based Marketing program 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, via email to myzenrewards.com/cancel, or via the Associate's Back-Office.

Zen Rewards reserves the right to terminate all Associate Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate the promotion of the Services and enrollment of customers via Network Marketing channels.

17. Survival. Any provision of the Agreement which by its terms is to be performed after the termination of this Agreement shall survive the expiration or termination of the Agreement, regardless of the reason for its expiration or termination. This includes, but is not limited to, the Zen Rewards Individual Arbitration Agreement and Dispute Resolution Policy, and Sections 12 (Waiver of Right of Publicity), 24 (Trademarks and Copyrights), 34 (Nonsolicitation), 35 (Confidential Information), and 52 (Indemnification).

18. General Conduct. Associates shall safeguard and promote the good reputation of Zen Rewards and its Services, and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Associates agree that they shall exhibit high moral character in their personal and professional conduct. Associates shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Associates must adhere pursuant to this section, the following standards specifically apply to Associates' activities:

- Deceptive conduct is always prohibited. Associates must ensure that their statements relating to Zen Rewards, the Zen Rewards opportunity, or the Services are truthful, fair, accurate, and are not misleading.
- Associates may not represent or imply that any state or federal government official, agency, or body has approved or endorses Zen Rewards, its program, or Services.
- Associates must not engage in any conduct (including without limitation illegal, fraudulent, deceptive, or manipulative conduct) in their business or their personal lives that could reasonably be foreseen to damage the Company's reputation, the reputation of Zen Rewards Services, or the culture that exists within the Company, its customers, and its Associates.
- Associates must not engage in any conduct in their business or personal capacities that may reasonably be considered bullying, sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on

race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.

- Associates shall not disclose any third-party's Personal Information without the express consent of such third party.
- Associates shall not publicly promote a social, political or religious agenda in their business or personal capacities that may reasonably be foreseen as controversial.

19. Training and Leadership. Associates agree that, although they are independent contractors, because they have the ability to earn compensation based on the productivity and other activities of their downline teams, they must participate and assist in the training of their personally enrolled and sponsored Associates and other Associates in their downline teams. As such, Associates agree as follows:

- Any Associate who Enrolls or is the Sponsor of another Zen Rewards Associate must provide assistance and guidance for proper training to ensure those in their downline are properly operating their Zen Rewards business. Enrollers and Sponsors should have ongoing contact and communication with the Associates in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, e-mail, personal meetings, accompaniment of downline Associates to Zen Rewards meetings, training sessions and any other related functions.
- Sponsors should monitor the Associates in their downline organizations to ensure that downline Associates do not make improper claims about the Services or business claims or engage in any illegal or inappropriate conduct.
- Upline Associates are encouraged to motivate and train new Associates about the Services, effective sales techniques, the Compensation Plan, and compliance with these Policies & Procedures.
- Promoting the Services to customers is a required activity in Zen Rewards and must be emphasized in all presentations regarding the Zen Rewards opportunity. In fact, the Company emphasizes that all Associates enroll customers for the Services in order to receive bonuses under the Compensation Plan.

20. Social Media. In addition to meeting all other requirements specified in these Policies & Procedures, should an Associate utilize any form of social media in connection with her Zen Rewards business, including but not limited to blogs, Facebook, X, Instagram, LinkedIn, YouTube, or Pinterest, the Associate agrees to each of the following:

- Associates shall obtain all licenses (including but not limited to copyright licenses) for any third-party content that they post or republish.
- Associates are responsible for the content of all material that they produce and all of their postings on any social media site, as well as **all** postings on any social media account that they own, operate, or control.
- Associates agree that they shall not make any claims regarding the Services, income claims (including lifestyle claims), or compensation plan claims in any social media posting unless such claims are in compliance with the provisions of Sections 30 – 32 as applicable.
- Associates shall not make any social media postings, or link to or from any postings or other material that are sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal

attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.

- No customer or Associate enrollments may occur on or through any social media site. To process customer or Associate enrollments, a social media posting must link only to the Associate's Zen Rewards Replicated Website, Zen Rewards' corporate website or an official Zen Rewards corporate social media page.
- It is each Associate's responsibility to follow the social media site's terms of use.
- Any social media account that is directly or indirectly operated or controlled by an Associate that is used to discuss or promote the Services or the Zen Rewards opportunity may not contain any posts that promote the products, services, or business program of any Network Marketing company other than Zen Rewards. Nor may any such social media account link to any website or social media page or account that promotes the products, services, or business program of any Network Marketing company other than Zen Rewards.
- During the term of the Agreement and for 12 calendar months after the cancellation of the Agreement for any reason, an Associate shall not take any action on any social media account or page on which they discuss or present, or have discussed or presented, the Services, or the Zen Rewards business that may reasonably be foreseen to draw an inquiry from Zen Rewards' Associates relating to the Associate's other Network Marketing business activities or products or services. Violation of this provision shall constitute a violation of the nonsolicitation provision in Section 34.
- If an Associate creates a business page, team page, or group page on any social media site for purposes of promoting the Associate's Zen Rewards business or the promotion of the Services or the Zen Rewards opportunity, the page may not promote or advertise the products or opportunity of any Network Marketing business other than Zen Rewards and the Services. If the Agreement is cancelled for any reason or if the Associate becomes inactive, the Associate must immediately deactivate the page or, at the former Associate's option, turn over administrative rights to the page to Zen Rewards so that the Company may deactivate the page.
- Associates shall not post any content, or link to or from any content of a third-party, that promotes a social, political or religious agenda that may reasonably be foreseen as controversial.
- Associates shall respect the privacy of other social media users. Associates shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming, or bullying others.

21. Associate Websites and Mobile Apps. Except as provided in this section, the Services may only be sold or promoted, and new Zen Rewards Associates or customers may only be enrolled, at: (i) the official Zen Rewards website, (ii) Zen Rewards-supplied Replicated Websites, and (iii) official Zen Rewards mobile apps (if applicable). Associates may not use any non-Zen Rewards website or app to sell or promote the Services. Prohibited online forums include, but are not limited to, Associates' personal websites, online retailers (e.g., Amazon) online auctions (e.g., eBay), and classified listings (e.g., Craigslist).

If an Associate wishes to create or use a personal website to promote their Zen Rewards business and the Services, the Associate may do so provided the website complies with the following requirements:

- The website may not be enabled to process customer enrollments.
- The website may not be enabled to process Associate enrollments.
- The website must be directed to the Associate's Zen Rewards Replicated Website to process enrollments of customers and Associates.
- The website must clearly and conspicuously a) identify the Associate who is operating the website; b) disclose that he/she is a Zen Rewards Associate; and c) disclose that the website is not Zen Rewards' corporate website.

- Websites that do not identify the Associate who is the promoter of the site and/or that he/she is promoting the Services or the Zen Rewards opportunity (so called “blind” websites), are not permitted.
- The website must exclusively promote the Services and the Zen Rewards opportunity.
- The website may not contain any income or earnings claims or representations.
- The website must comply with all applicable provisions of these Policies & Procedures including, without limitation, Sections 18, 20, 24, 30, 31, and 32.

If an Associate’s personal website is not in compliance with the above requirements, Zen Rewards reserves the right to require that the Associate immediately take down and remove the website from public access or view until such time as the website is brought into compliance. Failure to take down and remove or restrict access to such a website upon demand by Zen Rewards may result in disciplinary sanctions against the Associate as provided in Section 49.

22. Marketing Tools. Zen Rewards makes a wide variety of Marketing Tools available to Associates to use to promote their independent Zen Rewards businesses. However, the Company recognizes that some Associates may wish to create and use their own Marketing Tools as well. If an Associate wishes to create and use his or her own Marketing Tools (including, without limitation, advertising materials, promotional materials, and all other marketing methods), the proposed Marketing Tool(s) must be submitted to the Company and receive written approval before they can be used or made public. Unless the Associate has received written approval to produce and use a proposed Marketing Tool, the request shall be deemed denied. Zen Rewards reserves the right to refuse approval for an Associate-created Marketing Tool at its sole discretion. **Zen Rewards further reserves the right to rescind approval for any previously approved Marketing Tools, and Associates waive all claims against Zen Rewards, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.**

Associates who receive written authorization from Zen Rewards to produce and publish Marketing Tools may make approved Marketing Tools available to other Associates and may sell such Marketing Tools to other Associates provided the Marketing Tools are sold to other Associates at the selling Associate’s cost. That is, Associates may not make any profit from the sale of Marketing Tools to other Associates; they may only cover their own expenses for the production of the Marketing Tools that they sell. Any sale or attempt to sell Marketing Tools to another Associate at a profit will result in the termination of the offending Associate’s Zen Rewards business. Associate-produced Marketing Tools must not contain any claims regarding the Services or income or compensation plan claims unless such claims are in compliance with Sections 30 through 32, below.

23. Sale or Distribution of Third Party Marketing Tools or Training Materials. Associates who sell independent, industry generic, Marketing Tools, support materials, systems and services must first disclose their independent business and its intent and purpose to the Company, through info@myzenrewards.com. The Company reserves the right to refuse authorization of an Associate to sell or distribute such third-party Marketing Tools or training materials at its sole discretion. Additionally, such Associates must adhere to the following guidelines in the promotion of their independent business:

- Keep the business completely separate from all Zen Rewards business activity online, in social media pages and groups and in any advertising. Additionally, no promotion or sales of any non-Zen Rewards materials at or in conjunction with Zen Rewards corporate events.
- May not use any Zen Rewards trademarks or commonly used terms pertaining to the Zen Rewards business model in any advertising for such business.

- Absolutely no promotion directed to your own downline team through the confidential downline genealogy reports (Confidential Information) provided by Zen Rewards.
- No use of hashtags or links on any Zen Rewards site or group, or Zen Rewards specific post on a social media platform that will direct Associates to your independent business or services, or other pages where it is promoted and then linked to your independent business or services. When posting content related to your independent business on personal social media platforms you should not “tag” other Associates in the post.
- In the collection of Personal Information through an independent business, Associate shall make effort to identify potential Zen Rewards Associates and manage business with them in accordance with the terms of these Policies & Procedures.
- Cannot state or imply to your downline organization that they are required to or must utilize your materials or services.

24. Trademarks and Copyrights. The name “Zen Rewards” and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of Zen Rewards. The Company grants Associates a limited license to use its trademarks and trade names in promotional materials as permitted elsewhere in these Policies & Procedures for so long as the Associate’s Agreement is in effect. Upon cancellation of an Associate’s Agreement for any reason, the license shall expire, and the Associate shall immediately discontinue all use of the Company’s trademarks and trade names. Under no circumstances may an Associate use any of Zen Rewards’ trademarks or trade names in any email address, website domain name, social media handle, social media name or address, or in any unapproved Marketing Tools.

Zen Rewards regularly produces live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Associates, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Associates may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Marketing Tools, videos, audios, podcasts, and printed material are also copyrighted. Associates shall not copy or make derivatives of any such materials for their personal or business use without the Company’s prior written approval.

Associates shall not utilize any third-party content without first obtaining a license for such use by the owner of the intellectual property rights to the third-party content.

25. Services Usage. The Zen Rewards Compensation Plan is based on the use of the Services by customers. Associates must fulfill personal and downline organization rebate volume requirements (Member and Personal Customer Rebates – “MCR”) specified in the Compensation Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

26. Bonus Buying. Bonus Buying is strictly prohibited.

27. Territories. There are no exclusive territories granted to any Associate.

28. Change of Sponsor. As a rule, Associates may not change their Sponsors (the Associates under whom they are enrolled). The only means by which an Associate may legitimately change his/her Sponsor are by:

- Voluntarily canceling the Agreement in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Associate may reapply under a new Sponsor. The Associate will lose all rights to his/her former downline organization upon his/her cancellation; or
- Submitting a properly completed and signed **Sponsorship Transfer Form** to the Company as well as the required fee. The Sponsorship Transfer Form must be signed by the Sponsor of the requesting Associate as well as the four (4) Associates who are directly upline to the Sponsor in the line of sponsorship. The Sponsorship Transfer Form may be downloaded from your Back-Office.

29. Waiver of Claims. In cases wherein an Associate improperly changes his/her Sponsor, Zen Rewards reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Associate in his/her second line of sponsorship. **ASSOCIATES WAIVE ANY AND ALL CLAIMS AGAINST ZEN REWARDS, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM ZEN REWARDS'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ASSOCIATE WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.**

30. Service Claims. Associates must not make claims, including but not limited to testimonials, about the Services that are not consistent with the claims contained in official Zen Rewards literature or posted on Zen Rewards' official website.

31. Income Claims. When presenting or discussing the Zen Rewards opportunity or Compensation Plan to a prospective Associate, Associates may not make income projections, income claims, income testimonials, or disclose their Zen Rewards income, or the income of any other Zen Rewards Associate. Nor may Associates make lifestyle income claims. A lifestyle income claim is a statement or depiction that infers or states that the Associate is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Zen Rewards business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

- That an Associate (or his/her spouse) was able to quit his/her job.
- That an Associate was able to replace his/her income from a job.
- That an Associate was able to pay for a child's private school or college education due to his/her Zen Rewards earnings.
- That an Associate was able to acquire expensive or luxury material possessions (e.g., homes, cars, jewelry, boats, recreational vehicles, etc.).
- That because of his/her Zen Rewards earnings an Associate was able to travel to exotic or expensive destinations.

The foregoing income claims restrictions apply to in-person presentations as well as promotional materials distributed by an Associate including social media postings.

32. Compensation Plan and Opportunity Claims. When presenting or discussing the Zen Rewards Compensation Plan and/or the Zen Rewards opportunity, Associates must make it clear to prospects that financial success in Zen Rewards requires commitment, effort, and sales skill. Associates must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.

- Just join and I'll build your downline for you.
- The Company does all the work for you.
- All you have to do is buy products utilizing the Service every month.

The above are just examples of improper representations about the Compensation Plan and the Company's program. It is important that Associates do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an Associate without commitment, effort, and sales skill.

33. Media Inquiries. Associates must not interact with the media regarding the Zen Rewards business or the Services. All inquiries from the media, including radio, television, print, online, or any other medium, shall be immediately directed to the Zen Rewards marketing department (info@myzenrewards.com).

34. Nonsolicitation. Associates are free to participate in other Network Marketing programs. However, during the term of this Agreement and for one year following the termination or cancellation of the Agreement for any reason, an Associate may not directly or indirectly Recruit other Zen Rewards Associates (except for the Associate's personally sponsored downline Associates) for any other Network Marketing business.

If an Associate is engaged in another Network Marketing program, it is the responsibility of the Associate to ensure that his or her Zen Rewards business is operated entirely separately from all other businesses and/or Network Marketing programs. To this end, the Associate must not:

- Display Zen Rewards Marketing Tools with or in the same location as any non-Zen Rewards Marketing Tools, products, or services.
- Offer the Zen Rewards opportunity or the Services to prospective or existing customers or Associates in conjunction with any non-Zen Rewards program, opportunity, or products.
- Offer, discuss, or display any non-Zen Rewards opportunity, products, services, or opportunity at any Zen Rewards-related meeting, seminar, convention, webinar, teleconference, or other function.

With respect to the promotion of the Services or the Zen Rewards opportunity, as well as other Network Marketing programs or products on social media, see Section 20.

35. Confidential Information. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Associate's use in building and managing his/her Independent Zen Rewards business. If a Zen Rewards Associate or former Associate ("Associate 1") is in the downline of another Associate ("Associate 2") in another Network Marketing business, there shall be a rebuttable presumption that Associate 2 used Zen Rewards' Confidential Information to Recruit Associate 1 into the other Network Marketing business.

36. Handling Personal Information. If an Associate receives Personal Information from or about an Associate, a prospective Associate, a customer, or a prospective customer, it is the Associate's responsibility to maintain the security of the Personal Information and to shred, destroy, or irreversibly delete the Personal Information of others once the Associate no longer needs it. To the extent that it is necessary for an Associate to store or maintain Personal Information of others, the Associate must store or maintain the information in a secure location, whether physical or digital. |

37. Limitations on Associate and Household Businesses. An individual may own, operate, control, or have an interest in only one Zen Rewards business, and there may be no more than two Zen Rewards

businesses per household. If there are two Zen Rewards businesses in a household, neither of them can be the Sponsor of the other (no “stacking”). A “household” is defined as all individuals including dependent children who are living at the same residential address as a family or in a family-like setting. A household may consist of a single individual or two or more individuals and may consist of individuals living together in a family-like unit who are not related (whether by blood, marriage, domestic partnership, adoption or otherwise. Dependent children attending school away from home are considered part of the household. Zen Rewards will consider exceptions to this Policy on a case-by-case basis upon written request submitted to info@myzenrewards.com.

- 38. Business Entities and Affiliated Parties.** If any Business Entity or Affiliated Party violates the Agreement, the violation may be imputed, and corresponding disciplinary action may be taken as reasonably decided by the Company, against the Business Entity, the Affiliated Party(s), all of the owners of the Business Entity and/or Affiliated Party(s) collectively, or jointly and severally against any of the Business Entity owners and/or Affiliated Party(s).
- 39. Actions of Third Parties.** If a third party acting on behalf of, or with the active or passive assistance or knowledge of an Associate engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Associate. “Knowledge” of misconduct is not limited to actual knowledge. If an Associate engages in acts or omissions that the Associate knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Associate, the Associate shall be deemed to have knowledge of the violation.
- 40. Negative Comments/Nondisparagement.** Negative comments in the field serve only to sour the enthusiasm of other Associates. Therefore, Associates must not disparage, libel, slander, demean, or make negative or critical comments to third parties or other Associates about Zen Rewards, its owners, officers, directors, management, employees, other Zen Rewards Associates, or the Compensation Plan. All criticism must be directed exclusively to the Company at info@myzenrewards.com.
- 41. Transaction Submission Integrity.** It is essential to the success of the Company, its Associates, and customers, that submissions of transactions to the Company maintain integrity of communication. It is to be expected that all transactions submissions to the Company, including, but not limited to, Associate applications and enrollments, Associate communications, Associate financial transactions, and customer transactions, be submitted by the individual or entity involved in the transaction. Third party submission of any and all transactions submissions is prohibited. An Associate may not communicate any transactions submissions on behalf of another Associate, Associate applicant, or customer. An Associate may not use his or her credit card or bank account on behalf of another individual or Associate. This rule is applicable to any and all forms of transactions submissions, including, but not limited to, online, telephone, fax, email, etc.
- 42. Bonus and Commissions Qualifications and Accrual.** An Associate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Associate complies with the terms of the Agreement, Zen Rewards shall pay commissions to such Associate in accordance with the Compensation Plan. The minimum amount for which Zen Rewards will issue a bonus and/or commission payment to an Associate is \$10. If an Associate’s bonuses and commissions in a pay period do not equal or exceed \$10, the Company will accrue the commissions and bonuses until they total \$10 or more. Payment will be issued once at least \$10 has been accrued.

Notwithstanding the foregoing, all commissions, bonuses or other compensation owed to an Associate, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of

an Associate's Associate Agreement.

43. Adjustment to Bonuses and Commissions. Compensation stemming from cashback rewards rebates through use of the Service is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned by a customer to a merchant for a refund or a chargeback on a customer purchase occurs, the compensation attributable to the returned or charged back product(s) will be recovered by the Company from the Associates who were paid commissions or bonuses based on the original sales of such products. Such unearned compensation will be deducted (clawed back), in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commissions are fully recovered from the Associates who received bonuses and commissions on the sales of the refunded or charged back purchase.

Zen Rewards may also withhold or reduce an Associate's compensation as necessary to comply with any garnishment or court order directing Zen Rewards to retain, hold, or redirect such compensation to a third party.

Zen Rewards reserves the right to withhold all or part of an Associate's compensation as it deems appropriate to claw back any compensation.

Zen Rewards' right of setoff shall not constitute Zen Rewards' exclusive means of collecting funds due Zen Rewards pursuant to this policy.

44. Return of Marketing Tools by Associates Upon Cancellation or Termination. Within 30 days from the cancellation or termination of an Associate's Agreement, the Associate may return Marketing Tools that he or she personally purchased from Zen Rewards during the 12-month period preceding the date of cancellation or termination for a refund so long as the Marketing Tools are in Currently Marketable Condition. (The one-year limitation shall not apply to residents of Louisiana, Maryland, Massachusetts and Wyoming and Puerto Rico). Upon the Company's timely receipt of returned Marketing Tools and confirmation that they are in Currently Marketable Condition, the Associate will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Back-Office and Replicated Website fees are not refundable except as may be required under applicable state law.

45. Montana Residents: A Montana resident who cancels his or her Associate Agreement within 15 days from the date on which the application is submitted is entitled to a full refund of the enrollment fee that he or she paid on enrollment as an Associate.

46. Louisiana, Massachusetts, and Wyoming Residents: If a resident of Louisiana, Massachusetts, or Wyoming cancels the Associate Agreement, upon receipt of a written request from such canceling Associate, Zen Rewards will refund 90% of the costs incurred by such canceling Associate to participate in the program during the one-year period immediately preceding the date of the cancellation.

47. Maryland Residents: An Associate who resides in Maryland may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the Associate.

48. Puerto Rico Residents: A Puerto Rico resident may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the cancelling Associate in the development of the market of the properties or services. Such cancellation must be sent to the Company in writing and sent via registered mail. If a Puerto Rico resident cancels under these conditions, the Company shall: (a) Return to the cancelling Associate not less than ninety percent (90%) of the original net cost of any services that he/she acquired from the Company; (b) Return 90% of any sum paid by the cancelling Associate for the purpose of participating in the business.

49. Compliance Measures / Disciplinary Sanctions. Violation of any term of the Agreement, violation of any common law duty, including, but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Associate that the Company reasonably believes may damage its reputation or goodwill (such damaging act or omission need not be related to the Associate's Zen Rewards business), may result, at Zen Rewards' discretion, in one or more of the following corrective measures:

- Issuance of a written warning;
- A requirement that the Associate take immediate corrective measures;
- Zen Rewards may withhold from an Associate all or part of the Associate's bonuses and commissions during the period that Zen Rewards is investigating any conduct allegedly in violation of the Agreement. If an Associate's business is canceled for disciplinary reasons, the Associate will not be entitled to recover any commissions withheld during the investigation period;
- The removal of one or more downline Associates from the offending Associate's downline organization/team.
- Suspension and/or termination of the offending Associate's Replicated Website and/or Back-Office access;
- Suspension of the individual's Associate Agreement and independent Zen Rewards business for one or more pay periods (without pay);
- Involuntary termination of the offender's Associate Agreement; or
- Any other measure expressly allowed within any provision of the Agreement or which Zen Rewards deems appropriate to address the misconduct or appropriate to equitably resolve injuries caused partially or exclusively by the Associate's policy violation or contractual breach.

In situations deemed appropriate by Zen Rewards, the Company may institute legal proceedings for monetary and/or equitable relief, subject to the Zen Rewards Individual Arbitration Agreement and Dispute Resolution Policy.

50. Disclosure of Compliance Measure / Disciplinary Sanction to Upline. If a disciplinary sanction or compliance measure is taken against an Associate pursuant to Section 49, the Company may disclose the details of the matter and its resolution to the disciplined Associate's Sponsor and other upline leaders.

51. Cancellation or Termination of the Agreement

- **Voluntary Cancellation.** A participant in this Community Based 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 by cancelling his/her business through the Associate Back-Office. The written notice must include the Associate's signature, printed name, address, and Associate I.D. Number. The cancellation shall be effective as of the last day of the billing cycle during which the

cancellation request was received. As such, there are no refunds of the Back-Office and Replicated Website Fees paid by an Associate who voluntarily cancels the Agreement. An Associate may also voluntarily cancel the Agreement by failing to pay the monthly Associate Replicated Website fee or by withdrawing consent to contract electronically.

- **Cancellation for Inactivity.** If an Associate fails to generate at least 30 QV (“Qualifying Volume”) in Member and Personal Customer Rebates (“MCR”) over a rolling 12 month period, his/her Associate Agreement and Zen Rewards business will be cancelled for inactivity. The first 12 month period shall begin at the end of an Associate’s 11th month as an Associate. See the Compensation Plan for definitions of QV and MCR.
- **Suspension or Cancellation for Non-Payment.** An Associate’s failure to pay any monthly Replicated Website or Back-Office fees when due may result, at the company’s discretion, in the suspension. In the event any such fees remain unpaid for 60 days, the Agreement shall be automatically terminated.
- **Involuntary Cancellation.** Violation of any term of the Agreement, violation of any common law duty, including, but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Associate that the Company reasonably believes may damage its reputation or goodwill (such damaging act or omission need not be related to the Associate’s Zen Rewards business), may result, at Zen Rewards’ discretion, in the termination of this Agreement as provided in Section 49 above.
- **Effect of Cancellation.** So long as an Associate remains active and complies with the terms of the Agreement, Zen Rewards shall pay bonuses and commissions to such Associate in accordance with the Compensation Plan. An Associate’s bonuses and commissions constitute the entire consideration for the Associate’s efforts in generating rebate volume and all activities related to generating rebate volume (including building a Marketing Organization).

An Associate whose business is cancelled for any reason will lose all Associate rights, benefits, and privileges. This includes the right to represent himself/herself as an Independent Zen Rewards Associate, to promote the Services, and the right to receive commissions, bonuses, or other income resulting from cashback rebates generated by his/her customers and the cashback rebates generated by the Associates and customers in the Associate’s former downline organization. There is no whole or partial refund for Marketing Tools that are not currently marketable, Associate Back-Office, Replicated Website or renewal fees if an Associate’s business is cancelled.

An Associate whose Associate Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

- **Reclassification.** If at the time of the cancellation of an Associate’s Associate Agreement the Associate is also enrolled in the Zen Rewards Rewards Program, the Associate’s participation in that program shall continue in force unless the Associate specifically requests the cancellation of the customer agreement. If the former Associate does not request the cancellation of his or her Zen Rewards Rewards Program agreement, the former Associate shall be reclassified as a customer.
- **Compression.** When an Associate’s Agreement is terminated or cancelled for any reason, the Associate’s entire downline (marketing organization) will compress up to the terminated/cancelled Associate’s Sponsor. As a result, each Associate in the first level immediately below the terminated

Associate on the date of the cancellation will be moved to the first level (“front line”) of the terminated Associate’s Sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B’s Agreement is terminated, C1, C2, and C3 will compress up to A and become part of A’s first level.

- 52. Indemnification.** Each Associate agrees to indemnify Zen Rewards for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Zen Rewards incurs resulting from or relating to any act or omission by the Associate that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Zen Rewards may elect to exercise its indemnification rights through withholding any compensation due the Associate. This right of setoff shall not constitute Zen Rewards’ exclusive means of recovering or collecting funds due Zen Rewards pursuant to its right to indemnification.
- 53. Business Transfers.** Associates in Good Standing who wish to sell or transfer their business must receive Zen Rewards’ prior written approval before the business may be transferred. A business that is on disciplinary probation, suspension, or under disciplinary investigation is not in Good Standing and may not be transferred unless and until the disciplinary matter is resolved. Requests to transfer a business must be submitted in writing to info@myzenrewards.com. The request to transfer will be denied if the business is not in Good Standing or if there is another reasonable reason for denying the request. Prior to transferring a business to a third party, the Associate must offer Zen Rewards the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have 30 days to exercise its right of first refusal. An Associate who has transferred his or her independent Zen Rewards business to a third party must wait a minimum of six (6) months from the date of the transfer before re-enrolling as an Associate.
- 54. Transfer Upon an Associate’s Death.** Upon the death of an Associate, the Associate’s Zen Rewards business may be passed to his/her heirs. The beneficiary or transferee of the business must notify Zen Rewards of their intention to receive the transfer of the business within six (6) months of the date of death. If Zen Rewards receives no such notification within such time period, the Agreement shall be automatically cancelled. Prior to the actual transfer of the business, the beneficiary or transferee must provide Zen Rewards with a certified copy of the death certificate as well as certified letters testamentary or letters of administration and the written instructions of the executor of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Zen Rewards Associate Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or transferee, or the Agreement will be cancelled. Because Zen Rewards cannot divide commissions among multiple beneficiaries or transferees, if there are multiple beneficiaries or transferees of the business, the beneficiaries or transferees must form a Business Entity and submit a Zen Rewards Associate Agreement in the name of the Business Entity. Upon the completion of these requirements, Zen Rewards will transfer the business and issue commissions to the individual beneficiary or Business Entity. During the pendency of the actual transfer of the business, commission and bonus payments (if any are earned) will be issued in the name of the estate of the deceased Associate. The beneficiary of the business shall be responsible for the payment of all monthly and renewal fees that may have accrued but not been paid during the pendency of the transfer. Failure to pay these fees shall result in the termination of the Agreement.
- 55. Divorce of an Associate.** Zen Rewards is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that there is a dissolution (divorce) of the marriage of an Associate, any settlement or divorce decree must award the business in its entirety to one party. Zen Rewards will recognize as the owner of the business the former spouse to whom the business is awarded pursuant to a legally binding settlement agreement or

decree of the court. The former spouse who receives the Zen Rewards business must also execute and submit a Zen Rewards Associate Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

- 56. Dissolution of a Business Entity.** If a Business Entity that operates a Zen Rewards business dissolves, the owners of the Business Entity must instruct the Company on the identity of the proper party who is to receive the business. The Zen Rewards business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the Business Entity; the Company cannot divide the business among multiple parties or issue separate commission payments. The recipient of the Zen Rewards business must also execute and submit a Zen Rewards Associate Agreement to the Company within 30 days from the date of the dissolution of the Business Entity or the Agreement will be cancelled. If the Business Entity wishes to sell or transfer its Zen Rewards business to an individual or entity who was not previously recognized by the Company as an owner of the Business Entity, it must do so pursuant to Section 53. Send notice of dissolution to the Company at info@myzenrewards.com.
- 57. Inducing Associates to Violate the Agreement.** Associates shall not directly or indirectly induce, encourage, or assist another Associate to violate the Agreement.
- 58. Reporting Errors.** If an Associate believes that Zen Rewards has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Associate's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Zen Rewards shall use its best efforts to correct errors reported more than 60 days after the date of the error, Zen Rewards shall not be responsible to make changes or remunerate Associates for losses for mistakes that are reported more than 60 days after the mistake occurs. Errors may be reported at info@myzenrewards.com
- 59. International Activities.** Associates may not promote the Services or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.
- 60. Arbitration and Dispute Resolution.** THIS AGREEMENT IS SUBJECT TO THE ZEN REWARDS INDIVIDUAL ARBITRATION AND DISPUTE RESOLUTION POLICY THAT AFFECTS HOW CLAIMS AN ASSOCIATE MAY HAVE AGAINST ZEN REWARDS OR CLAIMS ZEN REWARDS MAY HAVE AGAINST AN ASSOCIATE WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THE INDIVIDUAL ARBITRATION AGREEMENT AND DISPUTE RESOLUTION POLICY OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE AGREEMENT. CONSIDERATION FOR THE ZEN REWARDS INDIVIDUAL ARBITRATION AGREEMENT AND DISPUTE RESOLUTION POLICY INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THIS AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE ZEN REWARDS INDIVIDUAL ARBITRATION AGREEMENT AND DISPUTE RESOLUTION POLICY IS UNENFORCEABLE.