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The policies set forth above must be adhered to in all cases. As an Influencer, it is your responsibility to abide by all applicable laws, as well as Bod•ē Pro’s terms and conditions, and to make sure that those who you supervise do so as well.

## 52. SOCIAL MEDIA

All Bod•ē Pro Influencers and/or Customers agree, acknowledge and affirmatively accept anything placed (photos, testimonials, statements, marketing materials, etc.) on a Social Media site such as Facebook, Twitter, YouTube, Pinterest, LinkedIn, Instagram, etc. must adhere to the Advertising & Promotional Guidelines policy as well as all Bod•ē Pro terms and conditions incorporated herein.

To promote authenticity and transparency in your online presence we have created these Social Media guidelines:

- When creating your Social Media profile(s), please ensure that the account name identifies you personally and does not imply that you are part of Bod•ē Pro corporate. Avoid using account names and/or online aliases that could cause confusion with Bod•ē Pro or its trademarks.
- If a Social Media profile requests an “employer” or “job”, please remember that you are an independent contractor, and not an employee of Bod•ē Pro. Use phrases such as “Independent Influencer at Bod•ē Pro” or “5 Star Platinum Influencer at Bod•ē Pro”.
- Bod•ē Pro is a family-oriented business, and as such you should be respectful, professional, and honest in your posts and avoid offensive or discriminatory comments.
- Please be respectful of the privacy of other Influencers and Customers, especially in relation to their personal information.
- Make it clear in your Social Media postings that you are speaking on your own behalf by writing in the first person and using your personal contact information in your profile settings.

The Bod•ē Pro provided website (“Influencer website”) is the only authorized website in which Influencers are allowed to promote Bod•ē Pro products or services. If an Influencer chooses to link his/her Influencer website, he/she must follow this linking policy.

The links must not:

- a. Imply that Bod•ē Pro endorses the websites content
- b. Use any Bod•ē Pro intellectual property, unless provided by Bod•ē Pro
- c. Contain content or material that could be construed as illegal, offensive, pornographic, or distasteful
- d. Include false or misleading information about Bod•ē Pro or the Bod•ē Pro products, opportunity, commission plan
- e. Misrepresent any relationship with Bod•ē Pro
- f. Operate in violation of any applicable federal, state, provincial, district, territorial, or local law, rule or regulation
- g. Contain content that violates or infringes upon the copyright, trademark, trade name, patent, literary, intellectual, artistic or dramatic right, right of publicity, or privacy of any other right of any entity or persons or contain material that is disparaging or libelous
- h. Promote the products or opportunity of any other direct selling company



**53. INTERNET AND MOBILE APPLICATIONS (ALSO KNOWN AS “APPS”)**

At this time, Influencers are prohibited from developing and marketing any type of “APPS” for Internet-enabled tablets, mobile phones or electronic devices, utilizing the Bod•ē Pro brand, products and/or opportunity. This includes developing applications for iOS (iPhones and iPads), Android, Blackberry, Twitter and Facebook.

**54. TRADE SHOWS AND EXPOSITIONS**

Bod•ē Pro Influencers are encouraged to display and/or sell Bod•ē Pro products at trade shows and expositions. Before submitting a deposit for an event, it is the sole responsibility of the Influencer to contact the event sponsor to determine whether another Influencer has reserved a booth at such event. Accordingly, Influencers must be aware that more than one (1) Influencer may attend an event. All marketing materials displayed at the event must be company-provided literature or approved by Bod•ē Pro, in advance, in writing, and must clearly identify the individual(s) as Bod•ē Pro Influencers.

Bod•ē Pro Influencers are not allowed to display and/or sell Bod•ē Pro products in places where the sale is prohibited by State, federal, or local laws.

Bod•ē Pro Influencers may not display and/or sell Bod•ē Pro products at swap meets, garage sales or flea markets as these events are not conducive to Bod•ē Pro's professional and high quality image.

**55. BULK PACK ORDERS (U.S. only)**

Influencers have an opportunity to purchase certain Bod•ē Pro products in 40-Packs (“Bulk Packs”). For more information on the Bulk Packs, pricing, payment options, shipping and handling, please contact Influencer Services at 800-373-2624.

Bod•ē Pro has established certain criteria that Influencers must abide by when purchasing these Bulk Packs:

801-All Bulk Pack purchases must be authorized by Bod•ē Pro.

802-Retailing in big box stores or through food distributors is prohibited.

803-Store owners of retail establishments must be an active Influencer of Bod•ē Pro in good standing in order to retail the product

804-Verve Energy Drinks are available for individual resale and must be sold at the suggested retail price of \$3 or higher.

805-Damaged and/or incomplete orders should be reported to Customer Services immediately (800-373-2624).

806-All Bulk Pack purchases are final. No returns will be accepted.

If an Influencer violates these policies, the Influencer will be subject to disciplinary action, up to and including suspension and/or termination of their Bod•ē Pro Membership.

**57. AUDIO AND VIDEO RECORDINGS**

All Bod•ē Pro materials, whether printed, electronically produced, computer generated on film, or produced by sound recording, are copyrighted and may not be reproduced, in whole or in part, by Bod•ē Pro Influencers or any other person, except as authorized by Bod•ē Pro. Permission to reproduce any materials will be considered only in exceptional circumstances.

Influencers are prohibited from making audio or video recordings of speeches, discussions, conference calls, or other presentations made by any Bod•ē Pro company officer, authorized agent, representative or employee, unless specifically authorized in writing by a Bod•ē Pro company officer.

An Influencer may not produce, sell or distribute literature, films, electronic or computer generated print media, or sound recordings that are similar in nature to those produced, published and provided by Bod•ē Pro for its Influencers. Nor may an Influencer purchase, sell or distribute non-company materials, that imply or suggest that said materials originate from Bod•ē Pro.

**58. DISPLAY ADS**

Any display ads or trademark advertising copy, other than covered in the foregoing rules, must be submitted to Bod•ē Pro's Compliance Department and approved by Bod•ē Pro, in writing, prior to publication.

**59. MEDIA INQUIRIES**

Any inquiries by the media must be referred immediately to Bod•ē Pro at Compliance@BodePro.com. The purpose of this policy is to ensure an accurate and consistent public image. Bod•ē Pro Influencers may not act as spokespersons for Bod•ē Pro without prior written approval from Home Office.

**60. TELEPHONE/ONLINE DIRECTORY LISTINGS**

Influencers may list themselves in the white pages under "Bod•ē Pro" provided that the words "Independent Distributor" or "Independent Influencer" immediately precede or follow their name and/or telephone number.

Bod•ē Pro  
Independent Distributor  
Doe, John  
987 Right Street 555-4321

Doe, John--Bod•ē Pro  
Independent Influencer  
987 Right Street 555-4321

Yellow Pages. An Influencer is also permitted to place a pre-approved Bod•ē Pro advertisement in the yellow pages at the Influencer's expense. Bod•ē Pro suggests that these advertisements be placed in the Health and/or Nutrition products sections of the directory.

**61. LABELING AND PACKAGING**

Bod•ē Pro Influencers may not re-label, modify or re-package any Bod•ē Pro products, sales aids or Company provided materials under any circumstances.

**62. NON-USE OF SPEAKER AND CELEBRITY LIKENESS**

Bod•ē Pro Influencers are prohibited from recording, filming, taping or otherwise capturing or broadcasting in any form whatsoever any Speaker or Celebrity presentations or appearances at any event. Bod•ē Pro Influencers are prohibited from altering, modifying and/or transferring press releases and/or celebrity photos to benefit their personal advertising purposes. Bod•ē Pro Influencers are prohibited from using, reusing, broadcasting, displaying, reproducing, distributing and reprinting, in any form and through any media, the image or likeness in a photograph, videotape, film, digital medium, illustration or art work, the name, voice and biographical information of any Speaker or Celebrity, in which it may be construed as a celebrity endorsed product advertisement, unless otherwise approved in writing by Bod•ē Pro Nutrition Company.

Influencers found in violation of this policy will be suspended effective immediately. Influencers will be notified of the policy violation via e-mail and they will have forty-eight (48) hours to remove the non-compliant information from all web and Social Media postings and marketing materials. Failure to comply may result in termination of the Bod•ē Pro Membership.

**63. THIRD PARTY VENDORS**

As Bod•ē Pro continues to grow and the Bod•ē Pro brand continues to develop, it is imperative that Bod•ē Pro maintain full control of how everything associated with Bod•ē Pro is positioned in the marketplace. All Bod•ē Pro merchandise and the manner in which it is sold, is strictly controlled by Bod•ē Pro corporate office. Bod•ē Pro will address any unapproved Bod•ē Pro Influencer vendors as they are brought to the attention of Bod•ē Pro corporate.

## **ADDITIONAL POLICIES**

### **64. AMENDMENTS**

In order to maintain a viable marketing program and to comply with changes in federal, state, jurisdictional, local laws or economic conditions, the Bod•ē Pro Influencer acknowledges that Bod•ē Pro may modify or amend Company policies or its Compensation Plan at any time. Such modification or change shall be binding on the Influencer, except for the Dispute Resolution Agreement contained herein. Any modification or change to the Dispute Resolution Agreement contained herein shall not apply to a dispute of which Bod•ē Pro has actual notice on the date of the modification or change. Any termination of the Dispute Resolution Agreement contained herein by Bod•ē Pro shall not become effective until ten (10) days after Bod•ē Pro gives notice of the termination to all Influencers, as provided below, or as to disputes which arose prior to the date of termination. All Influencers have a duty to keep current on policy and marketing changes. Receipt of notice of such changes shall be conclusively presumed when Bod•ē Pro has posted such changes on its Web site at BodePro.com.

### **65. WAIVERS AND EXCEPTIONS**

Bod•ē Pro reserves the right to waive or make exceptions to any provision of these policies. However failure of Bod•ē Pro to exercise any rights in or make exceptions to the Terms and conditions, Influencer Agreement or Compensation Plan shall not constitute a waiver of Bod•ē Pro's right to demand compliance therewith. Waiver of any requirement or making an exception may only occur by express written waiver executed by an authorized officer of Bod•ē Pro. Any such waiver shall not constitute or operate as a waiver of any prior or subsequent breach of that term or any other terms or conditions.

### **66. COMPLIANCE WITH APPLICABLE LAWS**

Bod•ē Pro is a family-oriented business that expects its Influencers to conduct themselves with the highest ethics and integrity. Each Influencer confirms that he or she has never been convicted of a felony, charged with any crime involving moral turpitude or violated any court order. If a question arises regarding the propriety of a Influencer's current or past conduct which might reflect negatively on Bod•ē Pro, or constitute a violation of Bod•ē Pro's terms and conditions, or present a potential danger to other Influencers or customers, Bod•ē Pro shall be notified immediately. Such notification should be in writing and include specific facts.

### **67. NONDISPARAGEMENT**

During the term of a Bod•ē Pro Influencers Agreement and for a period of six (6) calendar months following the termination of such Agreement for any reason, a Bod•ē Pro Influencer shall not disparage other Bod•ē Pro Influencers, Bod•ē Pro's products, services, Rewards Program, or Bod•ē Pro's employees or officers to other Bod•ē Pro Influencers or third parties. "Disparage" shall mean making statements, whether true or false, that: (i) discredit or detract from the reputation of Bod•ē Pro, its products, services, Rewards Program, employees or Bod•ē Pro Influencers; or (2) that present any of the foregoing in a negative light. Any questions, suggestion or comments regarding these issues should be directed in writing to Bod•ē Pro's Corporate Offices only.

### **68. INDEMNITY AGREEMENT**

In the conduct of Influencer business, each Influencer shall refrain from all conduct that might be illegal, or harmful to the reputation of Bod•ē Pro or its products, including but not limited to, conduct inconsistent with the public interest, that is discourteous, deceptive, misleading, unethical or immoral or any action that constitute such Influencer's breach of any of the terms of this Agreement. Each Influencer shall:

1. Hold harmless and indemnify Bod•ē Pro , its officers, directors, employees and agents for any claims, damages or liabilities arising out of Influencer's business practices, including such Influencer's breach of any terms of these Terms and conditions, and this Agreement. This indemnity specifically includes any attorneys' fees incurred by Bod•ē Pro as a result of the foregoing; and
2. Specifically authorize Bod•ē Pro to offset any such claims, costs, expenses, legal fees, damages or liabilities against any and all commissions payable to such Influencers. Influencers found to be engaged in unethical, deceptive or misleading practices can be subject to disciplinary action up to and including termination of their Membership.

### **69. CORPORATE COMMUNICATION VIA E-MAIL AND TEXT**

By agreeing to these Terms and Conditions, you consent to Bod•ē Pro sending commercial e-mails related to your Bod•ē Pro business. You can withdraw your consent at any time, but keep in mind that certain informational e-mails are required as part of your Bod•ē Pro business. Bod•ē Pro will send you commercial text messages if you consent to receive marketing, autodialed text messages from Bod•ē Pro. Bod•ē Pro Alerts is our marketing text messaging

program, which sends maximum 5 messages/week. Message and data rates may apply. Text STOP to opt-out. Contact 800-373-2624 for help.

## **70. CUSTOMER PROGRAMS**

Bodē Pro rewards Customers and Influencers with complimentary “Loyalty Points” for each non-promotional product they purchase. These Loyalty Points can be redeemed for free products once specific thresholds have been met. Loyalty Points balances can be viewed and redeemed through a user’s personal Back Office account. Loyalty purchases can only be redeemed once a user has accrued enough points to cover the entirety of a loyalty purchase.

Important information about the Loyalty Points Program:

1. Personal orders that are placed through the Bodē Pro Autoship program for both Customers and Influencers will provide double the loyalty points when compared to single retail purchases.
2. Promotional packs which are sold at a discounted price will not grant loyalty points.
3. A Customer or Influencer must have the entire amount of points required to claim a loyalty product. The various Loyalty Points required to redeem for free products can be found in a user’s Back Office account on the Loyalty Program page.
4. Tax, duties, and shipping are required and cannot be covered by using Loyalty Points.
5. Once a Customer or Influencer reaches 2000 or more Loyalty Points on their current balance, they will not accrue any additional points until the balance drops below 2000. Please note that a Customer or Influencer is not limited to banking more than 2000 Loyalty Points at once, but all future orders will not accrue additional loyalty points until a user redeems enough points to drop below the maximum threshold.
6. Loyalty Points expire after one year of accrual.
7. Loyalty products carry no organizational points, provide no retail profit, and do not create additional loyalty points when redeemed.
8. Returned or canceled orders will cause Loyalty Points from the order to be deducted.
9. An account which is not in good standing cannot redeem loyalty products.
10. Loyalty Points carry no cash value.

Additional information for Influencers:

- Influencers can only earn points on their personal orders. Downline orders will not earn Loyalty Points.
- Influencers will also earn double points for all personal Autoship orders when compared to single retail purchases.

Additional information for Customers:

- When an existing Customer enrolls a new customer and the new customer makes a purchase within thirty (30) days of enrolling, the enrolling Customer will receive a one-time Loyalty Points match equal to the original points of the new customer’s first order.

In addition to our Loyalty Program, we will also provide each customer a personalized website that is linked to their individual customer code. This allows all customers to personally share the products with others and get credit for those referrals.

This personalized website allows customers to refer other customers as well as:

- Access to the Bodē Pro line of wellness products.
- Choose to participate in the Auto-delivery Program.

Commissions on orders will be paid to your Enroller as long as the Enroller is qualified to earn bonuses according to the Bodē Pro Compensation Plan.

Customers can elect to participate in the Bodē Pro Rewards Program at any time by upgrading to Influencer status.

To upgrade to Influencer status, a Customer must:

1. Purchase the Influencer business starter package including marketing tools for a one-time cost of \$29.95.
2. Agree to the Company's terms and conditions.

As a Customer or Influencer of Bodē Pro, you agree to abide by Bodē Pro's terms and conditions as incorporated herein.

## **71. DISPUTE RESOLUTION AGREEMENT / WAIVER OF JURY TRIAL**

If a dispute arises between or among Bode Pro, its Influencers, officers, employees, distributors or vendors arising from or relating in any way to this agreement, their relationship with Bode Pro (contractual or otherwise), or the purchase or sale of any products or services sold by Bode Pro, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

IN THE EVENT SUCH EFFORTS ARE UNSUCCESSFUL FOR ANY REASON THE PARTIES SPECIFICALLY AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT AND COST-EFFECTIVE MANNER, THEY WILL WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SETTLE THEIR DISPUTE SOLELY BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("A.A.A.")

THEN IN EFFECT, EXCEPT THAT (i) ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE. The arbitration shall occur in Maricopa County, Arizona, U.S.A.

The Parties shall attempt to select a mutually agreeable arbitrator from A.A.A.'s Panel of Arbitrators. If an arbitrator is not selected by agreement within ten (10) days of the first written notice of intent to mediate/arbitrate, a mediator/arbitrator shall be selected in accordance with the Commercial Rules of the A.A.A.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction to enter the judgment. Either Party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of this Dispute Resolution Policy shall be governed by Arizona law, without regards to Arizona's conflict of laws principles.

The Parties agree that any arbitration proceeding will be conducted on an individual, not a class-wide, basis, and that any proceeding between the Parties may not be consolidated with another proceeding between one of the Parties and any other entity or person. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO CLASS-WIDE TREATMENT OF ANY CLAIM COVERED BY THIS DISPUTE RESOLUTION POLICY.

The Parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in Maricopa County, Arizona, (iii) the Party in whose favor the arbitration award is rendered shall be entitled to recover all costs and expenses of the arbitration including, but not limited to, attorneys' fees, expert or other professional fees, and the cost and expense of administration of the arbitration proceedings, and any costs and attorney's fees incurred in executing on or enforcing the arbitration award, and (iv) the arbitral award shall be issued in Maricopa County, Arizona, U.S.A.

The Parties, AAA, and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process: (i) the substance of, or basis for, the controversy, dispute, or claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of any arbitration award. AAA and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary.

**Nothing in the arbitration provision prohibits either party from obtaining a temporary injunction, preliminary injunction, or other equitable relief available to safeguard and protect the party's interests prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with an arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief.**

If you do not wish to be bound by the arbitration provisions herein, you must notify Bod•ē Pro in writing 30 days from the date of acceptance of the agreement, or revision of this Dispute Resolution Agreement, by email at [compliance@BodePro.com](mailto:compliance@BodePro.com) or by mail to Bod•ē Pro at 7343 E. Scottsdale Mall, Suite 3001, Scottsdale, AZ 85251. By opting out, your membership will be changed from an Influencer to a Customer, which will still allow you to purchase Bod•ē Pro's products.

If a current or former Influencer breaches any of his/her/its obligations contained in the Application terms or Policies, the applicable post-cancellation restrictions will be extended by and tolled for the length of time that the current or former Influencer is in breach.

## 72. POLICIES AND PROVISIONS SEVERABLE

If any provision of these policies (T & Cs), in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provisions shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never compromised a part of these Policies (T & Cs).

## CONTACT DETAILS

### United States and Canada

7343 E. Scottsdale Mall, Suite 3000  
Scottsdale, AZ 85251  
Phone: 1-800-577-0777  
Facsimile: 1-888-314-9827  
E-mail: [customersupport@bodepro.com](mailto:customersupport@bodepro.com)

### Returns address (United States)

BodePro Returns  
1250 N Fairway Drive  
Bldg B Suite # 103  
Avondale, AZ 85323

## ADDENDUM A

## ADDITIONAL TERMS AND CONDITIONS FOR JAPAN

**The statements below are required by Japanese law in the Gaiyo-shomen and Keiyaku-shomen. This regulation applies only to the Gaiyo-shomen and Keiyaku-shomen.**

**PROHIBITED ACTIVITIES**

Influencers are prohibited from:

1. Enrolling a person without explaining the purpose of enrolling and explaining the Bod•ē Pro products.
2. Enrolling a person or signing an application in a private setting without explaining the intent of the meeting. The exception would be enrolling a person in a public forum.
3. Neglecting to completely explain the products, performance, quality and price or misrepresenting the facts.
4. Neglecting to explain the cost of sign-up to a new Influencer and neglecting to inform the new Influencer of the type of bonus qualifications which an Influencer has to meet in order to be eligible to earn bonuses and neglecting to explain the types of bonuses and the amounts an Influencer could receive.
5. Enrolling prospective Influencers by making false income representations or misrepresenting the facts.
6. Neglecting to explain the return policies and the policies regarding resignation and, more specifically, about the “cooling-off” period.
7. Neglecting to explain important matters which influence the judgment of a prospective Influencer.
8. Intimidating or confusing a prospect in order to make them sign an application or discouraging them from terminating their Membership.
9. Enrolling or introducing Bod•ē Pro opportunities at an inappropriate time.
10. Using the Bod•ē Pro trademark (logo) or any symbols of Bod•ē Pro without the permission of the Company.
11. Advertising Bod•ē Pro by way of mass media and to a large number of the general public.
12. Violating any other related laws, rules and regulations and/or engage in any behavior suspected of such violations.

**COOLING-OFF**

Once a new Influencer has signed up, either on the day of receipt of the Keiyaku-shomen sent by Bod•ē Pro or the day of receipt the initial products were shipped, whichever comes later, each new Influencer has a 20-day period during which they can cancel their Membership. This is a “No Questions Asked” right and is only valid during the first twenty (20) days and must be requested by fax, letter or postcard. This “Cooling-Off” period is simply a way to resign if an Influencer is not completely satisfied with their Membership, products, performance, quality or any other reason. Furthermore, the resigning Influencer will not be required to pay for their initial product order. If an Influencer has already paid the full or partial price of the products, Bod•ē Pro will issue a full refund immediately by the original payment method. Bod•ē Pro will not seek restitution or penalize the Influencer due to its “Cooling-Off” policy. The Influencer’s account will receive a “negative sale” for the returned order(s). The Influencer will not be qualified to earn bonuses until the “negative sale” has been satisfied. Any advancements in the Bod•ē Pro Compensation Plan, bonuses or awards achieved as a result of these purchases will be reversed and the amount(s) deducted from the Influencer’s refund. The Company will place a debit on the account(s) of the upline Influencers for any commissions, rebates, bonuses or awards received or paid on product returned from an Influencer.

If a Influencer is threatened by someone because of their choice to terminate their Membership and the “Cooling Off” period has lapsed, Bod•ē Pro will honor the request after the 20-day “Cooling Off” period if a written explanation is sent.