

Terms and Conditions

As a prospective Norwex Independent Consultant for Norwex USA, Inc. ("Norwex"), I hereby represent my understanding of and agreement to the following terms and conditions:

1. I understand that this application is subject to acceptance by Norwex. Upon acceptance by Norwex, these Terms and Conditions, together with the Norwex Independent Consultant Policies and Procedures (the "Norwex Policies and Procedures"), the Norwex Compensation Plan and the Norwex Advertising and Media Policy, which are incorporated by reference, shall constitute the entire agreement (the "Agreement") between Norwex and myself. I certify that I have read and understand these Terms and Conditions, the Norwex Policies and Procedures, the Compensation Plan and the Norwex Advertising and Media Policy. Any promises, representations, offers or communications not expressly set forth in this Agreement are of no force or effect.
2. I agree to be bound by any changes to these Terms and Conditions, the Norwex Policies and Procedures, the Compensation Plan and the Norwex Advertising and Media Policy that Norwex, in its sole discretion, may announce from time to time. Notification of amendments shall be posted on the Norwex Consultant Service website and become effective 30 days after publication ("Effective Date"). The continuation of my Norwex business or my acceptance of bonuses or commissions after the Effective Date shall constitute my acceptance of any and all amendments.
3. I am an Independent Contractor responsible for my own business. I UNDERSTAND THAT I AM NOT AN EMPLOYEE AND WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES. I recognize my own responsibility to pay self-employment tax, federal and state income taxes as required by law and further recognize that Norwex is not responsible for withholding and shall not withhold or deduct any tax from my bonuses or commissions, if any, except where it is required by law.
4. The term of this Agreement is one year. The Agreement will automatically renew for an additional one-year term(s) unless terminated by either party. I understand that I have the right to terminate this Agreement at any time, with or without reason, by submitting written notice of termination to Norwex. I further understand that if this Agreement is voluntarily or involuntarily terminated for any reason, I will permanently lose all rights as an Independent Consultant including but not limited to the right to sell Norwex products and the right to receive commissions and bonuses resulting from my sales activities and the sales activities of my downline organization. In the event of any termination or non renewal, I waive any rights, including property rights, to my downline organization or to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.
5. As a new Norwex Consultant I will receive a free 60-day trial period of Office Suite and Office Suite Plus. If I choose to cancel at any time I must Opt Out by visiting the *Consultant Office > My Business > My Profile > Office Suite Preferences*. There is no cancellation fee. Subscription fees are charged monthly around the 15th of each month and will begin on the next billing cycle after my trial period has ended.
6. Norwex reserves the right to alter, change, update, terminate or otherwise modify in any form or fashion all or any portion of the Office Suite website program at any time without prior notice.
7. I understand that I am not an agent of Norwex for any purpose whatsoever. I agree not to do any act that would cause anyone to believe that I am an agent of Norwex.
8. I will not make any statements or representations about Norwex products or the Norwex Compensation Plan other than those contained in official Norwex literature.
9. I will represent the Norwex Sales Compensation Plan fairly and completely, emphasizing that retail sales to ultimate consumers are a prerequisite to earnings and that no recruitment fee can be derived from the mere act of sponsoring other Independent Consultants.
10. I understand that this agreement does not constitute the sale of a franchise, there are no exclusive territories granted to anyone and I am not hereby acquiring any interest in a security.
11. I understand that I may not delegate or sub-contract my duties under this Agreement or engage in third-party sales activities, including transferring of orders.
12. I understand that the terms of this Agreement, including the Norwex Policies and Procedures, are strictly enforced. Violation of any provision may be grounds for termination of my Agreement or other disciplinary action. I understand that I must be in good standing and not in violation of any term of this Agreement in order to be eligible to receive any bonuses or commissions from Norwex.
13. I authorize Norwex to use my name, photograph, video, testimonial, personal story and/or likeness in any Company advertising or promotional materials, including use on the Internet, and waive all claims for remuneration for such use.
14. I give Norwex permission to provide my email address and phone number to my sponsor and other upline Consultants.
15. No purchase of any items, other than the Starter Kit (which may be provided free of charge as discussed on the front of this Application), is necessary to become an Independent Consultant. An Independent Consultant who paid for a Starter Kit and elects to terminate this Agreement may return the Starter Kit for a refund provided that (i) the Starter Kit is in its original packaging, undamaged and resalable, and (ii) returned to Norwex within twenty (20) days from the date of termination. If a terminating Independent Consultant has purchased products, Norwex will issue a refund or credit for any products purchased by the terminating Consultant provided that: (i) the products are unopened and returned to Norwex within twenty (20) days from the date of termination; (ii) the Independent Consultant provides proof that he or she purchased the products from Norwex; (iii) the products were purchased within 12 months preceding the date of termination, and (iv) the products are undamaged and are current and resalable (12-month requirement not applicable to residents of Maryland, Wyoming, Massachusetts or Puerto Rico.) Refunds are also subject to a ten percent (10%) handling fee. Shipping costs are not refundable. "Current and resalable" means any product being offered for sale by the Company on the date it sends or receives notice of the Consultant's termination that is in current packaging and has ample shelf life remaining. A Starter Kit is "resalable" if the complete contents of the kit are returned in the original packaging.
16. I release and agree to indemnify Norwex from all liability arising from or relating to the promotion or operation of my Norwex business and any activities related to it (e.g., the presentation of Norwex products or the Norwex Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).
17. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.
18. Any cause of action brought by either party to this Agreement must be commenced within one year from the date on which the conduct giving rise to the claim occurred, or the shortest period otherwise allowed by law. The parties further agree that neither party shall be liable for claims for consequential and exemplary damages.
19. Any waiver by either party of any breach of this Agreement must be in writing. Waiver of any breach shall not be construed as a waiver of any subsequent breach.

AGREEMENT TO ARBITRATE

THE PARTIES TO THIS AGREEMENT AGREE THAT ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, INCLUDING ANY CLAIMS RELATED TO THE NORWEX COMPENSATION PLAN, NORWEX PRODUCTS OR SERVICES, THE RIGHTS AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT, OR ANY OTHER CLAIMS RELATING TO THE PERFORMANCE OF EITHER PARTY UNDER THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION IN DALLAS COUNTY, TEXAS PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WITH EACH PARTY BEARING ITS OWN COSTS. Although this agreement is made and entered into between the Independent Consultant and Norwex, affiliates, owners, members, managers, and employees of Norwex ("Related Parties") are intended third party beneficiaries of the Agreement, including this agreement to arbitrate. This provision shall not restrict either party from seeking preliminary or permanent injunctive relief in a court of competent jurisdiction, provided, however, that the sole and exclusive venue for any court proceedings shall be in Dallas County, Texas. The parties to this Agreement consent to the exclusive jurisdiction of state and federal courts of Dallas County, Texas for purposes of enforcing any arbitration award or other legal proceedings between them. This agreement to arbitrate shall survive any termination or expiration of this Agreement. The prevailing party in any dispute arising under or relating to this Agreement shall be entitled to recover its reasonable attorney's fees and costs. Louisiana residents may bring an action with jurisdiction and venue as provided by Louisiana law.

