

# POLICIES AND PROCEDURES MANUAL



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# SECTION 1 - CORPORATE MISSION STATEMENT

To be the world's most valuable Membership club, enriching lives with unparalleled value and opportunity.

## SECTION 2 - INTRODUCTION

### 2.1 - Policies and Compensation Plan Incorporated into Partner Agreement

These Policies and Procedures, the inCruises Marketing Materials and Branding Policy, the INcome and INcentive Guide, The Partner Code of Conduct in their present form and as amended by INGROUP INTERNATIONAL LLC d/b/a INCRISES INTERNATIONAL LLC (for residents of Puerto Rico, INCRISES PUERTO RICO LLC), hereinafter referred to as **"we"**, **"us"**, **"our"** or **"inCruises"**, are incorporated into, and form an integral part of, the inCruises Independent Partner Application and Agreement (**"Independent Partner Agreement"**). It is the responsibility of each Partner, hereinafter referred to as **"Partner(s)"**, **"you"** or **"your"**, to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term **"Agreement"** is used, it collectively refers to the inCruises Partner Application and Independent Partner Agreement, these Policies and Procedures, the inCruises Marketing Materials and Branding Policy, the inCruises INcome and INcentive Guide, and The Partner Code of Conduct. These documents are incorporated by reference into the inCruises Independent Partner Agreement (all in their current form and as amended by inCruises).

### 2.2 - Changes to the Agreement

inCruises reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Partner Agreement, a Partner agrees to abide by all amendments or modifications that inCruises elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

Notification of amendments shall be published by one or more of the following methods: **(1)** posting on the Company's official website; **(2)** electronic mail (email); **(3)** posting in Partners' back offices; **(4)** inclusion in Company periodicals; **(5)** inclusion in product orders or bonus checks; or **(6)** special mailings. The continuation of a Partner's inCruises business, the acceptance of any benefits under the Agreement, or a Partner's acceptance of bonuses or commissions constitutes acceptance of all amendments.

### 2.3 - Policies and Provisions Severable

If any provision of the Agreement, 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 provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

### 2.4 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of inCruises to exercise any right or power under the Agreement or to insist upon strict compliance by a Partner with any obligation or

provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of inCruises' right to demand exact compliance with the Agreement. The existence of any claim or cause of action of a Partner against inCruises shall not constitute a defense to inCruises' enforcement of any term or provision of the Agreement.

## SECTION 3 - BECOMING A PARTNER

### 3.1 - Requirements to Become a Partner

To become an inCruises Partner, each applicant must:

- Be at least 18 years of age.
- Provide inCruises with his/her valid Social Security, Federal Tax ID number or equivalent identification number if not a US Citizen or Resident.
- Submit a properly completed Partner Application and Agreement to inCruises.

inCruises reserves the right to accept or reject any Partner Application and Agreement for any reason or for no reason.

### 3.2 - Activation Fee and Product Purchases

With the exception of the one-time activation fee of \$95.00, no person is required to purchase inCruises products, services or sales aids, or to pay any charge or fee to become a Partner. In order to familiarize new Partners with inCruises products, services, sales techniques, sales aids, and other matters, the Company requires that Partners pay the activation fee which includes access to training, marketing tools and software needed to perform the inCruises business.

### 3.3 - Partner Benefits

Once a Partner Application and Agreement has been accepted by inCruises, the benefits of the Compensation Plan and the Partner Agreement are available to the new Partner. These benefits include the right to:

- Sell inCruises products and services;
- Participate in the inCruises Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Members or Partners into the inCruises business and thereby, build a marketing organization and progress through the inCruises Compensation Plan;
- Receive periodic inCruises literature and other inCruises communications;
- Participate in inCruises-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by inCruises for its Partners.

### 3.4 - Term and Renewal of Your inCruises Business

The Partner Agreement is valid for a six-month term from the date of acceptance by inCruises. To remain active, Partners must renew their Partner Agreement every six months by paying a \$95.00 renewal payment on or before the six-month anniversary of enrollment. If the renewal payment is not paid within 30 days of the end of the current term, the Partner Agreement will be cancelled. Partners may choose to establish recurring payments to automatically pay the \$95.00 renewal payment every six months using the payment method on file.

By enrolling in recurring payments, Partners agree to be charged every six months unless they cancel prior to the renewal date. Partners may cancel recurring payments at any time by logging into their account, navigating to **Account Settings > Billing > ... and clicking “Cancel Recurring Payment.”** Cancellation is immediate, does not require contacting support, and will prevent any future renewal charges. A confirmation of cancellation will be provided upon completion. Full cancellation instructions and terms are included in the inCruises Payment Agreement .

[https://files.incruises.com/files/en/503EN\\_PAYMENT\\_AGREEMENT.pdf](https://files.incruises.com/files/en/503EN_PAYMENT_AGREEMENT.pdf) which is incorporated herein by reference.

If the renewal payment is not paid within 30 days of the expiration date, the Partner Agreement will be canceled. Upon cancellation, access to Partner program benefits may end, including:

- Active Partner status and related Membership benefits
- Eligibility to earn commissions
- Current Partner rank and position in the compensation structure
- Access to pending bonuses, rewards, or other program incentives

Partners may Reactivate at any time; however, previous rank or placement is not guaranteed upon reactivation.

## SECTION 4 - OPERATING AN INCRUISES BUSINESS

### 4.1 - Adherence to the inCruises Compensation Plan

Partners must adhere to the terms of the inCruises Compensation Plan as set forth in the INcome and INcentive Guide. Partners shall not offer the inCruises Partner opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official inCruises literature or otherwise approved by inCruises in writing. Partners shall not require or encourage other current or prospective Members or Partners to execute any agreement or contract other than official inCruises agreements and contracts in order to become an inCruises Partner or Member. Similarly, Partners shall not require or encourage other current or prospective Members or Partners to make an purchase from, or payment to, any individual or other entity to participate in the inCruises Compensation Plan or Membership program other than those purchases or payments identified as recommended or required in official inCruises literature.

In selling the inCruises Membership, Partners shall not offer any incentive, rebate, or promotion that is not specifically set forth in official inCruises literature or otherwise approved by inCruises in writing.

### 4.2 - Advertising

#### 4.2.1 - General

All Partners shall safeguard and promote the good reputation of inCruises and its products. The marketing and promotion of inCruises, the inCruises opportunity, the Compensation Plan, and inCruises products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and services, and the tremendous opportunity inCruises offers, Partners must use the sales aids, business tools, and support materials produced by inCruises.

The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Accordingly, Partners may only advertise or promote their inCruises business using approved tools, templates or images acquired through inCruises. No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the inCruises marketing department (<https://support.incruises.com>) for consideration and inclusion/registration in the template/image library. Unless you receive specific written approval from inCruises to use such tools, the request shall be deemed denied. Go to the Resources tab in your back office for guidelines and to access the library.

Partners may not sell sales aids to other inCruises Partners. Therefore, Partners who receive authorization from inCruises to produce their own sales aids may not sell such material to any other inCruises Partner. Partners may make approved material available to other Partners free of charge if they wish, but may not charge other inCruises Partners for the material.

inCruises further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Partners waive all claims for damages or remuneration arising from or relating to such rescission.

Partners shall not make any statements or claims or any type of advertisement that would indicate or imply that they are a travel agent or part of a travel agency. Such claims include, but are not limited to, claims that a cruise can be purchased for **"50% off"** or at a **"50% discount"**. Partners may make advertising claims such as the following:

- Potentially lucrative business opportunity that markets what everyone wants: amazing, fun vacation experiences.
- Cruising is 30% to 50% cheaper than comparable land/resort vacations.
- What could be better than traveling and seeing the world at FANTASTIC prices?
- Members are guaranteed cruise savings below cruise lines and resellers published rates.
- Members pricing for hotels and resorts is guaranteed to match the lowest publicly available prices.
- What we have is unavailable anywhere else.
- There is no comparison to what we have in the market.

#### 4.2.2 - Trademarks and Copyrights

The name of inCruises and other names, slogans and phrases as may be adopted by inCruises are proprietary trade names, trademarks and service marks of inCruises (collectively **"marks"**). As such, these marks are of great value to inCruises and are supplied to Partners for their use only in an expressly authorized manner. inCruises will only allow the use of its marks, designs, or symbols, or any derivatives thereof, solely for use by a Partner in the furtherance or operation of his or her inCruises business. inCruises will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including inCruises Partners, in any manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Partners may not produce for sale or distribution any recorded Company events and speeches without written permission from inCruises, nor may Partners reproduce for sale or for personal use any recording of Company produced audio or videotape presentations.

As an independent Partner, you may use the inCruises name in the following manner:

Partner's Name

Independent inCruises Partner

Example:

Alice Smith

Independent inCruises Partner

Or

Alice Smith

inCruises

Independent Partner

Partners may not use the name inCruises in any form in your team name, a tagline, an external website name, your personal website address or extension, in an email address, as a personal name, or as a nickname. Additionally, only use the phrase Independent inCruises Partner in your phone greeting or on your answering machine to clearly separate your independent inCruises business from inCruises (the corporate entity). For example, you may not secure the domain name [www.buyINCRUISES.com](http://www.buyINCRUISES.com), nor may you create an email address such as [INCRUISESales@hotmail.com](mailto:INCRUISESales@hotmail.com).

Partners are strictly prohibited from using INCRUISES (inCruises) or any variation of the company name in emails, domains, or any other written format whether digital or not.

#### 4.2.2.1 - Independent inCruises Partner Logo

If you use an inCruises logo in any communication, you must use the Independent Partner title in combination with the use of the inCruises logo. Using any other inCruises logo requires written approval.

#### 4.2.3 - Media and Media Inquiries

Partners must not attempt to respond to media inquiries regarding inCruises, its products or services, or their independent inCruises business. All inquiries by any type of media must be immediately referred to inCruises Marketing Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

#### 4.2.4 - Unsolicited Email

inCruises does not permit Partners to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN-SPAM Act. Any email sent by a Partner that promotes inCruises, the inCruises opportunity, or inCruises products and services must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning **"opt-out"** notice).
- The email must include the Partner's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.

- All opt-out requests, whether received by email or regular mail, must be honored. If a Partner receives an opt-out request from a recipient of an email, the Partner must forward the opt-out request to the Company.

inCruises may periodically send commercial emails on behalf of Partners. By entering into the Partner Agreement, Partner agrees that the Company may send such emails and that the Partner's physical and email addresses will be included in such emails as outlined above. Partners shall honor opt-out requests generated as a result of such emails sent by the Company.

#### 4.2.5 - Unsolicited Faxes, Telephone Calls or Text Messages

Except as provided in this section, Partners may not use or transmit unsolicited faxes, or make unsolicited telephone calls or text messages in connection with their inCruises business. The term **"unsolicited faxes, telephone calls or text messages"** means the transmission via telephone facsimile or computer, via telephone call by use of a "robocall" technology or any other method, or the use of text messaging through any messaging platform, of any material or information advertising or promoting inCruises, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a communication: **(a)** to any person with that person's prior express written invitation or permission; or **(b)** to any person with whom the Partner has an established business or personal relationship. The term **"established business or personal relationship"** means a prior or existing relationship formed by a voluntary two-way communication between a Partner and a person, on the basis of: **(a)** an inquiry, application, purchase or transaction by the person regarding products offered by such Partner; or **(b)** a personal or familial relationship, which relationship has not been previously terminated by either party.

#### 4.2.6 - Telephone Directory Listings

Partners may list themselves as an **"Independent inCruises Partner"** in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Partner may place telephone or online directory display ads using inCruises' name or logo. Partners may not answer the telephone by saying **"inCruises"**, **"inCruises Incorporated"**, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of inCruises. If a Partner wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Partner's Name

Independent inCruises Partner

#### 4.2.7 - Television and Radio Advertising

Partners may not advertise on television and radio except with inCruises' express written approval.

#### 4.2.8 - Advertised Prices

Partners may not create their own marketing or advertising material offering any inCruises products at a price less than the current prices shown on the inCruises website. Furthermore, Partners shall not promote or sell a specific cruise, or publicly display or advertise prices that are shown on the inCruises website.

#### 4.2.9 - Unauthorized Vendor/Supplier Contact

inCruises has developed special relationships with certain vendors, service providers, and suppliers in connection with its business. To preserve these relationships and the goodwill associated with them,

Partners are not permitted to directly contact any vendor, service provider or supplier with whom inCruises contracts. An exception would exist if a Partner has a specific, personal business relationship with such a vendor or provider separate and distinct from his or her inCruises business.

Additionally, if a Partner travels on any Cruise, he or she is prohibited from **(a)** enrolling or attempting to enroll potential Members or Partners during the course of the trip, **(b)** conducting any proactive promotional activity for selling inCruises products or promoting the business opportunity, and **(c)** disclosing the inCruises price for the trip.

Further, Partners shall not attempt to solicit or discuss the inCruises business opportunity with any cruise, resort, hotel, etc. employees or staff members. Partners shall not attempt to solicit or discuss the inCruises business opportunity with any existing Members, or their guests, who are also on the Cruise. Any training sessions conducted during the course of a trip must be attended by Partners only and not open to the public or any prospects.

## 4.3 - Online Conduct

### 4.3.1 - Partner Websites

If a Partner desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's official website, using their official inCruises Marketing Website.

Alternatively, Partners may develop their own External Approved Websites. However, any Partner who wishes to develop their own non-Marketing website for marketing purposes must receive the Company's prior written approval before going live with the website.

Subject to the requirements set forth below, Partners may create and utilize their own websites to promote their inCruises business. Once a website is approved by inCruises in writing, it is an External Approved Website. Any changes to the website must be submitted to inCruises for additional approval, and the Partner must receive inCruises' written authorization to make the change before going live with the change.

Partners may create their own websites, so long as the website and its content comply with the terms of inCruises' Policies and Procedures. It is the Partner's obligation to ensure that his or her online marketing activities are truthful, are not deceptive and do not mislead Members or potential Partners in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("**SEO**") tactics, misleading click-through ads (i.e. having the display URL of a Pay-Per-Click ("**PPC**") campaign appear to be directed to an official inCruises Corporate Site when it, in fact, goes elsewhere), unapproved banner ads, and unauthorized press releases. inCruises will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

### 4.3.2 - inCruises Marketing Websites

Partners can create an inCruises Marketing Website (yourname.incruises.com) to facilitate online buying experience for their Members and enrollments for Partners.

Because Marketing Websites reside on the incruises.com domain, inCruises reserves the right to receive analytics and information regarding the usage of your website.

You can select any name or title for your inCruises Marketing Website. However, the name you choose must NOT:

- a) Be confused with other portions of the inCruises corporate website;
- b) Confuse a reasonable person into thinking they have landed on an inCruises corporate page;
- c) Be confused with any inCruises name;
- d) Contain any discourteous, misleading, or off-color words or phrases that may damage inCruises' image.

#### **4.3.3 - Registered External Website and Email Content**

Partners are solely responsible and liable for their own Registered External Website content, Messaging, claims and information, and must ensure that each appropriately represents and enhances the inCruises brand and adheres to inCruises' Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at inCruises' sole discretion.

#### **4.3.4 - inCruises Independent Partner Disclosures**

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website and in your email signatures:

1. The inCruises Independent Partner Logo
2. Your Name and Title
3. inCruises Corporate Website Link (if applicable your Referral link, i.e., [yourlink.incruises.com](http://yourlink.incruises.com))

Although inCruises brand themes and images are desirable for consistency, anyone landing on any page of a Partner's External Website must clearly understand that they are at an Independent Partner site, and not an inCruises Corporate page.

#### **4.3.5 - Registered External Websites and Emails Must Exclusively Promote inCruises**

Your inCruises external website and any email using our domains (example: [yourname@incruises.com](mailto:yourname@incruises.com)) must contain content and information that is exclusive to inCruises. You may not advertise other products or services other than the inCruises product line and the inCruises opportunity.

#### **4.3.6 - Registered External Website Termination**

In the event of the voluntary or involuntary cancellation of your Partner Agreement, you must remove your Registered External Website from public view within three days and redirect (forward) all traffic from that domain to [www.inCruises.com](http://www.inCruises.com). Your external website may be transferred to another inCruises Partner, subject to inCruises approval, on a case-by-case basis.

#### **4.3.7 - Team Websites**

You may use team websites for the purposes of connecting, communicating, training, education and sharing best practices among team members. Because these sites may contain sensitive and Company specific information, these team websites must be password protected and may only be shared with members of your Sales Organization.

#### **4.3.8 - Domain Names, Email Addresses, Online Aliases**

You are not allowed to use or register inCruises or any of inCruises' trademarks, product names, or any derivatives (like, but not limited to inCruises or IN-CRUISE), with any trademark or tradename registry,

internet domain name, email address or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume that the communication is from, or is the property of inCruises.

Examples of the improper use of inCruises include, but are not limited to any form of inCruises showing up as the sender of an email or examples such as:

www.MyINCRUISESBiz.com

www.INCRUISESDreamTeam.com

www.ISellINCRUISES.com

www.INCRUISESbyJaneDoe.com

www.INCRUISESMoney.net

www.JanesINCRUISESOppportunity.net

Furthermore, you are not allowed to use a cruise line's, hotel's or resort's name, initials or any other identifier in an internet domain, email address, social media account name or online alias. This can be upsetting to these businesses cruise lines and create problems in the relationship inCruises has with the various cruise lines and hotels and resorts.

#### **4.3.9 - inCruises Hotlinks**

When directing readers to your Registered External Website or Marketing Website, it must be evident from a combination of the link and the surrounding context to a reasonable reader that the link will be resolving to the site of an independent inCruises Partner. Attempts to mislead web traffic into believing they are going to an inCruises corporate site, when in fact they land at a Partner site (Marketing or registered external) will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at inCruises' sole discretion.

#### **4.3.10 - Monetizing Registered External Websites**

Partners may not monetize their Marketing Website or their Registered External Website through Partner programs, AdSense or similar programs.

#### **4.3.11 - Online Classifieds**

You may not use online classifieds (including Craigslist) to list, offer, or sell specific inCruises products or services. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the inCruises income opportunity, provided inCruises-approved templates/images are used. These templates will identify you as an Independent inCruises Partner. If a link or URL is provided, it must link to your Marketing Website or your Registered External Website.

#### **4.3.12 - eBay / Online Auctions**

inCruises' products and services may not be listed on eBay or other online auctions, nor may Partners enlist or knowingly allow a third party to sell inCruises products or services on eBay or other online auctions.

#### **4.3.13 - Online Retailing**

Partners may not list or sell inCruises products and services on any online retail store or eCommerce site, nor may you enlist or knowingly allow a third party to sell inCruises products or services on any online retail store or eCommerce site.

#### 4.3.14 - Banner Advertising

You may place banner advertisements on a website provided you use inCruises-approved templates and images. All banner advertisements must link to your Marketing Website or a Registered External Website. Partners may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with inCruises products or the inCruises opportunity.

#### 4.3.15 - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums, and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc. must be unique, informative and relevant.

#### 4.3.16 - Digital Media Submission (YouTube, iTunes, PhotoBucket, etc.)

Partners may upload, submit or publish inCruises-related video, audio or photo content that they develop and create so long as it aligns with inCruises values, contributes to the inCruises community greater good, and is in compliance with inCruises Policies and Procedures. All submissions must clearly identify you as an Independent inCruises Partner in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Partners may not upload, submit or publish any content (video, audio, presentations or any computer files) produced by inCruises or captured at official inCruises events or in buildings owned or operated by inCruises without prior written permission unless said content is publicly available on the inCruises public-facing website. If the Partner's inCruises business is canceled for any reason or if the Partner becomes inactive, the Partner must remove all content posted while they were active within 30 days of termination or inactivity with inCruises.

#### 4.3.17 - Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either the sponsoring Partner's Marketing Website or to the sponsoring Partner's Registered External Website. The display URL must also be to either the sponsoring Partner's Marketing Website or to your Registered External Website, and must not portray any URL that could lead the user to believe they are being directed to an inCruises Corporate site, or be inappropriate or misleading in any way.

#### 4.3.18 - Domain Names and Email Addresses

Except as set forth in the Partner Website Application and Agreement, Partners may not use or attempt to register any of inCruises' trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address. Partners are authorized to use our official corporate email exclusively for inCruises business purposes.

#### 4.3.19 - Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should a Partner utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Instagram or Pinterest, the Partner agrees to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Partner's inCruises Marketing Website.

- It is each Partner's responsibility to follow the social media site's Terms of Use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's Terms of Use.
- Any social media site that is directly or indirectly operated or controlled by a Partner, that is used to discuss or promote inCruises' products or the inCruises opportunity may not link to any website, social media site, or site of any other nature, other than the Partner's inCruises Marketing Website.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a Partner may not use any social media site on which they discuss or promote, or have discussed or promoted, the inCruises business or inCruises' products to directly or indirectly solicit inCruises Partners for another direct selling or network marketing program (collectively, **"direct selling"**). In furtherance of this provision, a Partner shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Partners relating to the Partner's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in **Section 4.9 below**.
- A Partner may post or **"pin"** photographs of inCruises products on a social media site, but only photos that are provided by inCruises and downloaded from the Partner's Back Office may be used.

If a Partner creates a business profile page on any social media site that promotes or relates to inCruises, its products or opportunity, the business profile page must relate exclusively to the Partner's inCruises business and inCruises products. If the Partner's inCruises business is canceled for any reason, or if the Partner becomes inactive, the Partner must deactivate the business profile page

## 4.4 - Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a **"Business Entity"**) may NOT apply to be an inCruises Partner. Registration is exclusively provided to individuals. That being said, an individual that registered as a Partner with inCruises can optionally have their commissions be paid to a Business Entity subject to the terms and rules of our payout providers.

### 4.4.1 - Changes to a Business Entity

Each Partner must immediately notify our commission payout provider(s) of all changes in regards to the business entity they utilize in assigning commissions that inCruises paid to the individual.

## 4.5 - Change of Sponsor

inCruises prohibits changes in sponsorship. Accordingly, the transfer of an inCruises business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to our Support Department and must include the reason for the transfer. Transfers will only be considered in the following circumstances:

### 4.5.1 - Misplacement or Preference

In cases in which the new Partner is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, or in the event the new Partner is not satisfied with his/her current Sponsor, a Partner may request that he or she be transferred to another organization with his or her entire marketing organization intact.

Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made

within fourteen days (14 days) from the date of activation as an inCruises Partner via a properly completed and fully executed Sponsorship Transfer Form. The Partner requesting the change has the burden of proving that he or she was placed beneath the wrong Sponsor or explaining why they can't work with their current Sponsor. It is up to inCruises' discretion whether the requested change will be implemented.

We will notify the current Sponsor when a formal request is submitted to our staff for processing. We will give the current Sponsor 3 days to reach out to the Partner requesting the change of Sponsor. If we receive an email from the person requesting the change wishing to cancel the request, the request will be canceled. Otherwise, we will make the change 3 days after notifying the Partner.

Sponsoring Partners cannot object to the change of Sponsor in cases where the Partner is within 14 days of activation and still eligible for a refund.

#### 4.5.2 - Cancellation and Re-Application

A Partner may legitimately change his or her Sponsor by voluntarily canceling his or her inCruises business. Former Partners may reapply under a new Sponsor. However, the former Partner's downline will remain in their original line of sponsorship, and any Reward Points or wallet balances in the canceled account will be forfeited and not subject to refunds. Partners are never allowed to have 2 or more accounts or positions with inCruises.

In any event, the cancellation of a Partner in order to re-enter under a different Sponsor, will not and should NOT trigger any refunds as we allow changes within 14 days of a Partner's date of activation in order to avoid refunds and repayments.

If a refund and/or dispute is processed for any reason, then that Partner will permanently lose all rights to participate in the inCruises Partner Program and ALL accounts will be terminated.

**Note:** This cancellation refers to the full termination of the Partner Agreement and is **distinct from canceling recurring payment**. Canceling recurring payment alone does not end the Partner Agreement or allow a change of Sponsor.

#### 4.5.3 - Cross-Sponsoring or Poaching

**"Cross-Sponsoring"** or **"Poaching"** or attempts to cross sponsor or poach is strictly prohibited.

**"Cross-Sponsoring"** or **"Poaching"** is defined as the attempt to enroll or the enrollment of an individual that is already an inCruises Member and/or Partner (regardless if they are active or not), or anyone who has had such an inCruises with the Company within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, assumed names, any straw-man or other artifices to circumvent this policy is prohibited. Partners shall not demean, discredit or defame other inCruises Partners in an attempt to entice another Partner or Member to become part of their Marketing Organization.

If **"Cross-Sponsoring"** or **"Poaching"** is discovered, it must be brought to the attention of the inCruises Compliance Department immediately. inCruises may take disciplinary action against the Partner that changed organizations and/or those Partners who encouraged or participated in the Cross Sponsoring or Poaching of other Partners. inCruises may also move all or part of the offending Partner's Downline to his or her original Downline organization if the Company deems it equitable and feasible to do so. However, inCruises is under no obligation to do this, and the ultimate disposition of the organization remains within the sole discretion of inCruises. All inCruises Partners waive all claims and causes of action against the Company arising from or relating to the disposition of the Cross-Sponsored Partner's Downline organization.

## 4.6 - Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by a Partner, inCruises reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched Sponsors is often extremely difficult. Therefore, **PARTNERS WAIVE ANY AND ALL CLAIMS AGAINST INCRUISES, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM INCRUISES' DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

## 4.7 - Unauthorized Claims and Actions

### 4.7.1 - Indemnification

A Partner is fully responsible for all of his or her verbal and written statements made regarding inCruises' products, services, and the Compensation Plan that are not expressly contained in official inCruises materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Partners agree to indemnify inCruises and inCruises' directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by inCruises as a result of the Partner's unauthorized representations or actions. This provision shall survive the termination of the Partner Agreement.

### 4.7.2 - Compensation Plan Claims

When presenting or discussing the inCruises Compensation Plan, you must make it clear to prospects that financial success with inCruises requires commitment, effort and sales skills. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- It's a turnkey system;
- The system will do the work for you;
- Just get in and your upline will build the business for you;
- Just join and I'll build your downline for you;
- The company does all the work for you;
- You don't have to sell anything; or
- All you have to do is pay our membership every month.

The above are just examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as an inCruises Partner without commitment, effort and sales skills.

### 4.7.3 - Income Claims

Because inCruises Partners do not have the data necessary to comply with the legal requirements for making income claims, a Partner, when presenting or discussing the inCruises opportunity or Compensation Plan to a prospective Partner, may not make income projections, income claims, or disclose his or her inCruises income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

## 4.8 - Trade Shows, Expositions and Other Sales Forums

Partners may display, promote, and/or sell inCruises products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Partners must contact the Marketing Department in writing for conditional approval, as inCruises' policy is to authorize only one inCruises Partner representation per event. Final approval will be granted to the first Partner who submits an official advertisement of the event, a copy of the contract signed by both the Partner and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Marketing Department.

inCruises further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the inCruises opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image inCruises wishes to portray.

### 4.8.1 – Partner Sponsored Events

Partners may organize and sponsor their own training or marketing events. If Partners are expecting an inCruises corporate representative to attend the event, they must first complete the Event Request Form and receive approval. The Event Request Form is available in the Partner's back office. In this case, the completed Event Request Form should be submitted to the inCruises Compliance Department by clicking on the Support button located at the top right of your Partner back office page, choose Legal Questions from the drop down and click submit. Partners are strongly advised to receive this approval prior to taking any steps to organize or advertise an event for which a corporate executive is expected to attend.

Partners shall not make a profit off of any event that they organize or sponsor. If a Partner charges money for admission to the event, the amount charged must be minimal and only in an amount to cover the Partner's costs of conducting the event.

## 4.9 - Conflicts of Interest

### 4.9.1 - Non-solicitation

inCruises Partners are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively **"network marketing"**) below the National Director level. National Directors must comply with our National Director Addendum to earn bonuses and commissions at that level.

During the term of this Agreement, Partners (regardless of level) may not directly or indirectly Recruit other inCruises Partners or Members for any other network marketing business.

Following the cancellation of a Partner's Independent Partner Agreement, and for a period of six calendar months thereafter, with the exception of a Partner who is personally sponsored by the former Partner, a former Partner may not Recruit any inCruises Partner or Member for another network marketing business. Partners and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Partners and inCruises agree that this non-solicitation provision shall apply nationwide and to all international markets in which Partners are located. This provision shall survive the termination or expiration of the Partner Agreement.

The term **“Recruit”** means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another inCruises Partner or Member to enroll or participate in another multi-level marketing, network marketing or direct sales opportunity.

#### 4.9.2 - Partner Participation in Other Network Marketing Programs

If a Partner, below the National Director level, is engaged in other non-inCruises direct selling programs, it is the responsibility of the Partner to ensure that his or her inCruises business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Partners must not sell, or attempt to sell, any competing non-inCruises programs, products or services to inCruises Members or Partners. Any program, product or services in the same generic categories as inCruises products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- Partners shall not display inCruises promotional material, sales aids, products or services with or in the same location as any non-inCruises promotional material or sales aids, products or services.
- Partners shall not offer the inCruises opportunity, products or services to prospective or existing Members or Partners in conjunction with any non-inCruises program, opportunity, product or service.
- Partners may not offer any non-inCruises opportunity, products or services at any inCruises related meeting, seminar, convention, webinars, teleconference, or other function.

#### 4.9.3 - Confidential Information

**“Confidential Information”** includes, but is not limited to, Downline Genealogy Reports, the identities of inCruises Members and Partners, contact information of inCruises Members and Partners, Partners’ personal and group sales volumes, and Partner rank and/or achievement levels. All Confidential Information is proprietary information of inCruises and constitutes a business trade secret belonging to inCruises. Confidential Information is or may be available to Partners in their respective back offices. Partner access to such Confidential Information is password protected, is confidential and constitutes proprietary information and business trade secrets belonging to inCruises. Such Confidential Information is provided to Partners in the strictest confidence and is made available to Partners for the sole purpose of assisting Partners in working with their respective downline organizations in the development of their inCruises business. Partners may not use the reports for any purpose other than for developing their inCruises business. Partners should use the Confidential Information to assist, motivate, and train their downline Partners. The Partner and inCruises agree that, but for this agreement of confidentiality and nondisclosure, inCruises would not provide Confidential Information to the Partner.

To protect the Confidential Information, Partners shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her back office;
- Use any Confidential Information to compete with inCruises or for any purpose other than promoting his or her inCruises business;
- Recruit or solicit any Partner or Member of inCruises listed on any report or in the Partner’s back office, or in any manner attempt to influence or induce any Partner or Preferred Member of inCruises to alter their business relationship with inCruises; or
- Use or disclose to any person, partnership, association, corporation or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement and shall remain effective and binding irrespective of whether a Partner's Agreement has been terminated, or whether the Partner is or is not otherwise Partnered with the Company.

#### 4.10 - Targeting Other Direct Sellers

inCruises does not condone Partners specifically or consciously targeting the sales force of another direct sales company to sell inCruises products or to become Partners for inCruises, nor does inCruises condone Partners solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Partners engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Partner alleging that he or she engaged in inappropriate recruiting activity of its sales force or Members, inCruises will not pay any of the Partner's defense costs or legal fees, nor will inCruises indemnify the Partner for any judgment, award or settlement.

#### 4.11 - Errors or Questions

If a Partner has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists or charges, the Partner must notify inCruises in writing within 60 days of the date of the purported error or incident in question. inCruises will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

#### 4.12 - Governmental Approval or Endorsement

Partners shall not represent or imply that inCruises or its Compensation Plan have been **"approved"**, **"endorsed"** or otherwise sanctioned by the federal government, state regulatory agencies or any government agency.

#### 4.13 - Holding Applications or Orders

Partners must not manipulate enrollments of new applicants and purchases of products. All Partner Applications and Agreements and product orders must be submitted to inCruises within 24 hours from the time a prospective Partner or Member has indicated interest to activate their account.

#### 4.14 - Income Taxes

Each Partner is responsible for paying local, state/provincial, and federal taxes, and if a resident or Citizen of a country other than the United States or Puerto Rico, your local tax authority agency, on any income generated as an Independent Partner. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional.

Your income will be reported to the Puerto Rico Treasury Department in accordance with the requirements of PR laws. If you are not a US citizen, resident of the United States or Puerto Rico, inCruises does not have the obligation to report your income to your country and will not do so.

#### 4.15 - Independent Contractor Status

Partners are independent contractors. The agreement between inCruises and its Partners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Partner. Partners shall not be treated as an employee for his or her services or for Federal or State tax purposes, or equivalent tax rates if resident or citizen of any country other than the United States. All Partners are responsible for paying local, state, and federal taxes, or any other government taxes, due from all compensation earned as a Partner of the Company.

The Partner has no authority (expressed or implied), to bind the Company to any obligation. Each Partner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Partner Agreement, these Policies and Procedures, and applicable laws.

#### 4.16 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple **"Business Pursuit"** endorsement attached to your present homeowner's policy.

#### 4.17 - International Marketing

Partners are authorized to sell inCruises products and services, and enroll Members and/or Partners in any country where a cruise booking is possible. inCruises products or sales aids may not be offered in prohibited countries. Please check our website/ back office for a complete listing of these countries (including but not limited to: North Korea, Cuba, Iran, etc.) Partner may not, in any unauthorized country: **(a)** conduct sales, enrollment or training meetings; **(b)** enroll or attempt to enroll potential Members or Partners; or **(c)** conduct any other activity for the purpose of selling inCruises products, establishing a marketing organization, or promoting the inCruises opportunity. Partners are responsible to know and fully comply with any and all laws that apply to network marketing or the inCruises business in any regard, and in all countries where they conduct inCruises business. Partners are advised to contact the inCruises Legal Department for direction prior to conducting any international business activities.

#### 4.18 - Bonus Buying

Bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end-user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man, or making payments on behalf of anyone in an organization who is not in your direct First Level (Front Line) and who is not your immediate family as defined in section 10.1 of these Policies and Procedures, for the sole purpose of manipulating the inCruises Compensation Program.

#### 4.19 - Adherence to Laws and Regulations

Partners shall comply with all federal, state, and local laws, regulations, ordinances, and codes in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to Partners because of the nature of their business and our online model. However, Partners must obey those laws that apply to them. If a city or county official tells a Partner that an ordinance applies to him or her, the Partner shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of inCruises.

#### 4.20 - One inCruises Business Per Partner

A Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one inCruises business. No individual may have, operate or receive compensation from more than one inCruises business. Partner or Member accounts cannot be created as a gift for another person.

When a Partner or Member makes a payment for an immediate family member as detailed in Section 10.1 of these Policies and Procedures, it is the responsibility of both parties to make sure the actual owner of the account personally signs the Partner and/or Member Agreement, understands the terms of our contract and the mutual agreement they are making with inCruises.

#### 4.21 - Actions of Household Members or Affiliated Parties

If any member of a Partner's immediate household, or anyone acting on behalf of a Partner, engages in any activity that, if performed by the Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Partner and inCruises may take disciplinary action pursuant to the Statement of Policies and Procedures against the Partner.

#### 4.22 - Requests for Records

Any request from a Partner for physical copies of invoices, applications, downline activity reports, or other records will require a fee of \$100.00 per request. This fee covers the expense of mailing and the time required to research files and make copies of the records.

#### 4.23 - Roll-up of Marketing Organization

When a vacancy occurs in a Partner's marketing organization due to the termination of an inCruises business, each Partner in the first level immediately below the terminated Partner on the date of the cancellation will be moved to the first level ("**front line**") of the terminated Partner's sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will "**roll-up**" to A and become part of A's first level. The Company may choose to delay the timing of a roll-up or decline to allow a roll-up, for any reason at its sole discretion.

#### 4.24 - Separation of an inCruises Business

inCruises Partners sometimes operate their inCruises businesses as a husband-wife partnership. At such a time as a marriage may end in divorce, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the inCruises business pursuant to an assignment in writing whereby the relinquishing spouse authorizes inCruises to deal directly and solely with the other spouse.
- The parties may continue to operate the inCruises business jointly on a "**business-as-usual**" basis, whereupon all compensation paid by inCruises will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will inCruises split commission and bonus checks between divorcing spouses. inCruises will recognize only one Downline Organization and will issue only one commission check per inCruises business per commission cycle. Commission checks shall always be issued to the same individual.

If a former spouse has completely relinquished all rights in the original inCruises business pursuant to a divorce, he or she is thereafter free to enroll under any Sponsor of his or her choosing.

The former spouse shall have no rights to any Partners in their former organization or to any former Member. They must develop the new business in the same manner as would any other new Partner.

#### 4.25 - Sponsoring Online

When sponsoring a new Partner through the online enrollment process, the Sponsor may assist the new applicant in the enrollment process. However, the applicant must personally review and agree to the online application and agreement(s), inCruises Policies and Procedures, and the inCruises Compensation Plan. The Sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

#### 4.26 - Succession

Upon the death of a Partner in good standing, the deceased Partner's inCruises business may be transferred to his/her spouse or one other individual provided the deceased Partner was active and had achieved the Title Rank of Marketing Manager or higher. The transferee of the deceased Partner's business shall, upon the transfer, acquire the right to operate the business and to collect all bonuses and commissions of the deceased Partner's marketing organization.

If a Partner who has not achieved the Marketing Manager Title Rank or higher dies, his or her Partner Agreement shall automatically terminate.

If the deceased Partner's inCruises business is eligible for transfer under this policy, the business may only be transferred to the deceased Partner's legal spouse or to one other individual. The business may not be passed to multiple individuals or to a business or other legal entity. If pursuant to the deceased Partner's will or other testamentary process multiple heirs are designated for the business, they must designate one of them as the individual to whom the business will pass. In no event may the business be divided among multiple beneficiaries.

To initiate the transfer of an inCruises business pursuant to this policy, the executor, trustee or personal representative of the deceased Partner's estate must provide the following to inCruises: **(1)** a certified death certificate; **(2)** certified letters testamentary or letters of administration appointing the executor or personal representative or similar testamentary instrument; and **(3)** written instructions to inCruises specifying to whom the business and income should be transferred. In order to complete the transfer, the designated transferee must submit a properly completed and executed Partner Agreement to inCruises.

#### 4.27 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states and countries) have **"do not call"** regulations as part of their telemarketing laws. Although inCruises does not consider Partners to be **"telemarketers"** in the traditional sense of the word, these government regulations broadly define the term **"telemarketer"** and **"telemarketing"** so that your inadvertent action of calling someone whose telephone number is listed on the federal **"do not call"** registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Partners must not engage in telemarketing in the operation of their inCruises businesses. The term **"telemarketing"** means the placing of one or more telephone calls to an individual or entity to induce the purchase of an inCruises product or service or to Recruit them for the inCruises opportunity.

**"Cold calls"** made to prospective Members or Partners that promote either inCruises' products or services or the inCruises opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Member or Partner (a **"prospect"**) is permissible under the following situations:

- If the Partner has an established business relationship with the prospect. An **"established business relationship"** is a relationship between a Partner and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Partner, or a financial transaction between the prospect and the Partner, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the Partner, within the three (3) months immediately preceding the date of such a call.
- If the Partner receives written and signed permission from the prospect authorizing the Partner to call. The authorization must specify the telephone number(s) which the Partner is authorized to call.
- You may call family members, personal friends, and acquaintances. An **"acquaintance"** is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in **"card collecting"** with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling **"acquaintances"**, you must make such calls on an occasional basis only and not make this a routine practice.
- Partners shall not use automatic telephone dialing systems or software relative to the operation of their inCruises businesses.
- Partners shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a **"robocall"**) regarding or relating to the inCruises products, services or opportunity.

#### 4.28 - Back Office Access

inCruises makes online back offices available to its Partners. Back offices provide Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Partner's inCruises business and to increase sales of inCruises products. However, access to a back office is a privilege and not a right. inCruises reserves the right to deny Partners' access to the back office at its sole discretion.

#### 4.29- Transactions Between Partners

inCruises Partners shall not invest in, loan, move or transfer money to other inCruises Partners, Members or Employees, nor shall they accept an investment from, borrow from or receive money from other inCruises Partners, Members or Employees. inCruises Partners shall not provide access to their payment wallet or platform to other inCruises Partners or Members and allow any other person to withdraw money from their wallet or payment platform. Furthermore, no inCruises Partner shall engage in, facilitate or encourage cash transactions involving the inCruises business with other inCruises Partners or Members.

## SECTION 5 - RESPONSIBILITIES OF PARTNERS

## 5.1 - Change of Address, Telephone and Email Addresses

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that inCruises' files are current. A Partner's whose contact information changes must amend their contact information through their Partner Back Office.

## 5.2 - Continuing Development Obligations

### 5.2.1 - Ongoing Training

Any Partner who sponsors another Partner into inCruises must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her inCruises business. Partners must have ongoing contact and communication with the Partners in their downline organizations. Examples of such contact and communication may include but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of downline Partners to inCruises meetings, training sessions, and other functions. Upline Partners are also responsible to motivate and train new Partners in inCruises product knowledge, effective sales techniques, the inCruises Compensation Plan, and compliance with Company Policies and Procedures and applicable laws.

Partners should monitor the Partners in their downline organizations to guard against downline Partners making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

### 5.2.2 - Increased Training Responsibilities

As Partners progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the inCruises program. They will be called upon to share this knowledge with lesser-experienced Partners within their organization.

### 5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Partners have an ongoing obligation to continue to personally promote sales through the generation of new Members and through servicing their existing Members.

## 5.3 - Non-Disparagement

inCruises wants to provide its independent Partners with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticism and comments. All such comments should be submitted in writing to the Support Department. Remember, to best serve you, we must hear from you! While inCruises welcomes constructive input, negative comments and remarks made in the field by Partners about the Company, its products or compensation plan serve no purpose other than to sour the enthusiasm of other inCruises Partners. For this reason, and to set the proper example for their downline, Partners must not disparage, demean, or make negative remarks about inCruises, other inCruises Partners, inCruises' products, the Marketing and Compensation Plan or inCruises' directors, officers, or employees.

## 5.4 - Providing Documentation to Applicants

Partners must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Partners before the applicant signs a Partner Agreement or ensure that they have online access to these materials.

## SECTION 6 - SALES REQUIREMENTS

### 6.1 - Product Sales

The inCruises Compensation Plan is based on the sale of inCruises products and services to end consumers. Partners must fulfill personal and downline organization Membership sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Partners to be eligible for commissions:

- Partners must satisfy the minimum number of directly referred Membership sales and Total Team Production requirements to fulfill the requirements associated with their rank as specified in the inCruises Compensation Plan. **“Total Team Production”** shall include the total Sales Volume of all Partners in his or her marketing organization, but shall not include the Partner’s personal Membership purchases.

### 6.2 - No Territory Restrictions

There are no exclusive territories granted to anyone.

### 6.3 - Sales Receipts

All Members are provided with receipts at the time of a Membership purchase or subsequent payment. These receipts are generated after payment is successfully transacted upon the Member’s agreement of the Membership and payment agreement that set forth the Member money-back guarantee as well as any consumer protection rights afforded by federal or state law. Records documenting the purchases of Partners’ direct Members will be maintained by inCruises.

## SECTION 7 - BONUSES AND COMMISSIONS

### 7.1 - Bonus and Commission Qualifications and Accrual

A Partner must be active and in compliance with the Independent Partner Agreement to qualify for bonuses and commissions. So long as a Partner complies with the terms of the Independent Partner Agreement, inCruises shall pay commissions to such Partner in accordance with the Marketing and Compensation Plan.

### 7.2 - Adjustment to Bonuses and Commissions

#### 7.2.1 - Adjustments for Returned Products and Canceled Services

Partners receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a service is canceled or a product is returned to inCruises for a refund or is repurchased by the Company, at the Company’s discretion bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or canceled service will be deducted from payments to the Partner and upline Partners who received bonuses, commissions, or overrides on the sales of the refunded product(s) or canceled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered.

## 7.2.2 - Hard Copy Commission Checks

The Company pays commissions via a third-party payment provider. The third-party payment provider or providers may allow withdrawals of commissions via, but not limited to, the Partners' bank accounts or via direct payment onto a prepaid debit card or other financial instruments as set forth by the third-party payment provider. Under certain circumstances and in certain regions, a Partner may also request a hard-copy check of their commissions. Pricing and fees applicable to each method of receiving commissions can vary, so check with payment provider(s) for details.

## 7.2.3 - Tax Withholdings

If a Partner, who is a legal Citizen or Resident of the United States, fails to submit a W-9 form, inCruises will deduct the necessary withholdings from the Partner's commission checks as required by law.

## 7.3 - Reports

All information provided by inCruises in downline activity reports, including but not limited to personal and Total Team sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by inCruises or any persons creating or transmitting the information.

**ALL PERSONAL AND TOTAL TEAM SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.**

**TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCRISES AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY PARTNER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO TOTAL TEAM SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF INCRISES OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, INCRISES OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.**

Access to and use of inCruises' online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to inCruises' online and telephone reporting services and your reliance upon the information.

## 7.4 - Refunds, Chargebacks and Roll-ups

## Refunds during valid cancellation period.

When a legitimate refund request is properly received and processed by our Operations team, a full chargeback of any commission earned will be processed for all parties that benefit from that sale, whether directly or indirectly.

## Refunds approved after valid cancellation period.

Although rare, there are instances where the Company approves the refund of one or multiple payments of certain Members under certain circumstances. The reasons for approving these refunds after the valid cancellation period include and are not limited to: serious health-related reasons and for misrepresentation of the Company products by the sponsoring Partner. Misrepresentation occurs when a Partner makes claims that are not accurate and causes the Member to express their complaint in writing. These written complaints are examined and reviewed by our legal team. If misrepresentation is proven, Partners will be disciplined and possibly terminated. In these rare cases, a full or partial refund can be processed. When refunds are processed that are after the valid cancellation period, the Company has the right to chargeback ALL commissions paid to all benefiting Partners and apply special penalties and fees. The Company will charge back the direct Sponsor of the Member being refunded and has the right to charge back all other Sponsors at its own discretion if they are found to have played a role in the misrepresentation.

## Disputes.

Payment disputes, also called chargebacks, are payments disputed by the payor with the bank and/or card provider and can have significant negative impact on our company's reputation with our card processing providers as well as represent important financial losses to our company. As a result, we reserve the right to penalize the sponsors of any payor that places a dispute, which results in a chargeback to our company.

## Special penalties and fees.

Partners proven to be misrepresenting our Membership product will pay the following penalties and fees:

- 10% of all invoices and amounts refunded as an administrative fee.
- 15% of all invoices and amounts refunded as a penalty to mitigate sponsor commissions that will not be charged back due to no fault of their own.

Sponsors of any payor that place disputes that lead to a chargeback will pay the following penalties:

- Total penalty applied to all sponsors will equal triple the amount of the chargeback and fees charged for the dispute.
- Direct sponsor: 33% of the total penalty.
- First upline Marketing Director or above: 33% of the total penalty.
- First upline Senior Marketing Director or above: 33% of the total penalty.

## Roll-ups.

A roll-up occurs when a downline Partner has a negative commission (or wallet) amount due to refunds, the ensuing chargebacks, and/or fees and penalties applied due to those refunds. A roll-up is the assumption of that negative commission amount by the upline Sponsor. If a Partner has a negative commission amount for more than 30 days, the Company, at its own discretion will put a hold on any Reward Points or any future compensation amount to settle that debt. If the debt remains unchanged for more than 30 days, then a roll-up to the next Sponsoring Partner of the entire amount will occur, per the schedule below:

- Negative balance of \$100 or less for more than 30 days
- Negative balance of \$250 or less for more than 60 days
- Negative balance of \$500 or less for more than 90 days
- Negative balance equal to or greater than \$500 for more than 120 days

Roll-ups will not occur as long as the debt is being diminished during the period of time based on the amount; meaning that earned commissions are being applied to reduce the negative balance.

## SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

### 8.1 - Product Guarantee, Warranty, and Rescission

Federal and state law requires that Partners notify their directly referred Members that their subscriptions to the inCruises Membership are subject to and in agreement with the Membership Agreement. Notwithstanding, the Member will only be allowed to become a Member if he/she has indicated to inCruises that they have read the Membership Agreement.

### 8.2 - Refunds by Members, Partners, and Partner Members

inCruises offers a 14-day money-back guarantee for all purchases. If for any reason, a Member, Partner or Partner Member is dissatisfied with any inCruises product or service, they may request within those 14 days to receive a refund of the amount paid within the previous 14 days.

[ Alaska Residents: 5 days ] [ Kentucky Residents: 3 days ] [ Missouri Residents: 3 days ]

[ Nevada Residents: 3 days ] [ Virginia Residents: 7 days ] [ Washington Residents: 7 days ]

[ Wisconsin Residents: 15 days ] [ Japan Residents: 20 days ]

**Puerto Rico Residents:** Members can cancel and request a refund up to 7 days. Partners and Partner Members can cancel and request a refund up to 90 days under certain conditions. Please see our Partnership agreement for complete details.

Stopping recurring payment will prevent future renewal charges, but it does not automatically issue a refund for any prior payments. To request a refund for a previous charge, you must submit a separate request in accordance with the applicable refund policy described herein.

### 8.3 - Return of Sales Aids by Partners Upon Cancellation

Upon cancellation of a Partner's Agreement, the Partner may return any optionally purchased sales aids that he or she personally purchased from inCruises (purchases from other Partners or third parties are not subject to refund) that are in Resalable (see Definition of **"Resalable"** below) condition and which have been purchased within one year prior to the date of cancellation. Your activation fee for use of our Marketing Tools, including but not limited to your Company email, access to training, unlimited email marketing system, Social Media Marketing, iPhone and Android apps, and approved marketing materials are NOT subject to refund other than our standard 14-day money-back guarantee.

If you optionally bought any additional sales aids (above and beyond the initial activation fee for digital marketing tools and training), then upon receipt of the Resalable products and sales aids,

the Partner will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by a Partner when the Business Kit, products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account.

### 8.3.1 - Montana Residents

A Montana resident may cancel his or her Partner Agreement within 15 days from the date of enrollment, and may request a full refund within such time period.

## 8.4 - Procedures for All Returns

Subject to the Membership Agreement, the following procedures apply to all refund requests:

- The request must be received by inCruises in writing within the 14 days following the purchase.
- All approved requests will be responded to in writing and include a refund code provided by the inCruises Support Staff.
- No refunds will be made if the conditions of these rules are not met.

## SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

### 9.1 - Disciplinary Sanctions

Violation of the Independent Partner Agreement or these Policies and Procedures or 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 a Partner that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Partner's inCruises business), may result, at inCruises' discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Partner to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission payment;
- Loss of rights to one or more bonus and commission payment(s);
- inCruises may withhold from a Partner all or part of the Partner's bonuses and commissions during the period that inCruises is investigating any conduct allegedly violative of this Agreement. If a Partner's business is canceled for disciplinary reasons, the Partner will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Partner Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of a Partner (which may subsequently be re-earned by the Partner);
- Transfer or removal of some or all of a Partner's downline Partners from the offending Partner's downline organization.
- Involuntary termination of the offender's Partner Agreement;
- Suspension and/or termination of the offending Partner's inCruises website or website access;
- Any other measure expressly allowed within any provision of the Independent Partner Agreement or which inCruises deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Partner's policy violation or contractual breach;

- In situations deemed appropriate by inCruises, the Company may institute legal proceedings for monetary and/or equitable relief.
- Also in situations deemed appropriate by inCruises, the Company may impose a penalty or fine on the upline Partners of an offending Partner in situations where the upline Partners have failed to adequately monitor or supervise the behavior of the offending Partner, as determined by inCruises in its sole discretion.

## 9.2 - Grievances and Complaints

When a Partner has a grievance or complaint with another Partner regarding any practice or conduct in relationship to their respective inCruises businesses, the complaining Partner should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline Sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Support Department at the Company. The Support Department will review the facts and attempt to resolve it.

## 9.3 - Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Miami, Florida, and shall last no more than two business days.

## 9.4 - Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. For residents of the United States and its Territories, the arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") and will be held in Miami-Dade County, Florida, U.S.A. For residents of the European Union, the arbitration will be administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules and will be held in Andorra la Vella, Andorra. For any persons who are not residents of the United States or its Territories, or the European Union, the arbitration will be administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules and will be held in San Juan, Puerto Rico. The arbitration shall be conducted in the English language. There shall be a single arbitrator, and this person shall have experience and qualifications in resolving commercial disputes involving network marketing. The parties shall be responsible for their own travel expenses related to attending or otherwise participating in the arbitration.

Each party shall bear its own costs and expenses, including attorneys' fees, and an equal share of the arbitrators' and administrative fees of arbitration. Should the arbitrator find that either you or the inCruises Companies have pursued claims, defenses or discovery that are frivolous, lack evidentiary support or are presented for any improper purpose, such as to harass, cause unnecessary delay or needlessly increase the expenses of arbitration, the arbitrator may order the offending party to reimburse the other party for some or all of the arbitration fees, compensation and expenses, and attorneys' fees. The inCruises Companies shall retain all statutory or legal rights to seek or recover attorneys' fees or expenses of arbitration to which they may be entitled.

As to any claims against either party, the arbitrator may award any damages or other relief that a court of competent jurisdiction could award under the laws applicable to each claim. Dispositive motions are permitted and will be considered and ruled upon as if submitted under the U.S. Federal Rules of Civil Procedure. A transcript of the proceeding will be made, and the arbitrator will state their findings of fact and conclusions of law along with the award. All aspects of the arbitration, including transcripts and documents, will be kept confidential to the maximum extent permitted by law.

If any court is asked to review the award, the court will review the entire record of the arbitration proceeding. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The rules of evidence that would apply in any civil case in the United States Federal court will apply in the arbitration. The U.S. Federal Arbitration Act will govern the interpretation and enforcement of this Section, notwithstanding any other provision of this Agreement regarding which laws apply.

If for any reason there is an actual court case on any matter related to your relationship with the inCruises Companies, you and the inCruises Companies waive the right to a jury trial. Each inCruises Company and Partner and their officers, directors or employees, and if named as a party to a dispute with the foregoing, any other inCruises agent, is intended to be a third-party beneficiary of this provision and has the same right to enforce it as do you and inCruises.

Injunctions in aid of arbitration are permitted. In the interest of prompt and inexpensive resolution of disputes, to the extent permitted by law, no dispute subject to arbitration under this section shall be consolidated with any other Partner's dispute or prosecuted as a class action, except as agreed by all parties.

Furthermore, both you and the inCruises Companies each waives the right to litigate in court or arbitrate any claim or dispute related to your relationship with the inCruises Companies as a class action, either as a member of a class or as a representative of a class, or to act as a private attorney general.

Each inCruises Company and Partner and their officers, directors or employees, and if named as a party to a dispute with the foregoing, any other inCruises agent, is intended to be a third party beneficiary of this provision and has the same right to enforce it as do you and inCruises.

## 9.5 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Miami-Dade County, State of Florida. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Florida shall govern all other matters relating to or arising from the Agreement.

### 9.5.1 - Louisiana Residents

Notwithstanding the foregoing and the arbitration provision in [Section 9.4](#), residents of the State of Louisiana shall be entitled to bring an action against inCruises in their home forum and pursuant to Louisiana law.

## SECTION 10 - PAYMENTS

### 10.1 - Restrictions on Third-Party Use of Credit Cards and Checking Account Access

Partners shall not permit other Partners or Members to use his or her credit card, or permit debits from their checking accounts, to enroll as Partner and/or Member or to make any purchases from the Company. Each Partner, Member, or Partner Member needs to enroll, upgrade and otherwise make a payment to the Company with their own financial instrument, that being a debit from their bank account, a credit card, authorized cash payment methods or any other payment allowed by the company. Furthermore, each Partner, Member or Partner Member hereby agrees to submit to any payment verification protocols that are requested by inCruises in order to verify their payment.

Partners or members may only make payments for third party accounts when both of the following (2) requirements are met: **1.** The Third Party account belongs to an immediate family member. For the purpose of this section: Immediate family is defined as: **1)** Legal Spouse, **2)** Children **3)** Father or Mother. AND; **2.** The Third Party account is directly enrolled in the First Level (Front Line) immediately below the Partner or Member who will make the payment. All other payments for immediate family at any other level, will be considered a violation of our policies.

## 10.2 - Sales Taxes

inCruises is required to charge sales taxes on all purchases made by Partners and Members and remit the taxes charged to the respective states. Accordingly, inCruises will collect and remit sales taxes on behalf of Partners, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If a Partner has submitted, and inCruises has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Partner. Exemption from the payment of sales tax is applicable only to orders that are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by inCruises is not retroactive.

# SECTION 11 - INACTIVITY, RECLASSIFICATION, AND CANCELLATION

## 11.1 - Effect of Cancellation

So long as a Partner remains active and complies with the terms of the Independent Partner Agreement and these Policies and Procedures, inCruises shall pay commissions to such Partner in accordance with the Compensation Plan. A Partner's bonuses and commissions constitute the entire consideration for the Partner's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Partner's non-renewal of his or her Partner Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Partner Agreement (all of these methods are collectively referred to as **"cancellation"**), the former Partner shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. Furthermore, upon cancellation any free Reward Points that were received through the inCruises compensation plan will no longer be available to the former Partner to use for the purpose of booking a cruise or hotel or resort stay. A Partner whose business is canceled will lose all rights as a Partner. This includes the right to sell inCruises products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Partner's former downline sales organization. In the event of cancellation, Partners agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses,

commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following a Partner's cancellation of his or her Partner Agreement, the former Partner shall not hold himself or herself out as an inCruises Partner and shall not have the right to sell inCruises products or services. A Partner whose business 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 termination). In the event of involuntary cancellation as provided for by [Section 11.3](#), any pending cruise or hotel/resort stay bookings the former Partner has will be canceled and any money paid by the former Partner out of pocket for the canceled cruise or hotel/resort stay will be refunded. Any Reward Points used by the former Partner to pay for the canceled cruise or hotel/resort stay will be forfeited.

## 11.2 - Cancellation Due to Inactivity

### 11.2.1 - Failure to Become or Remain an Active Partner

If a Partner fails to personally generate and maintain at least 2 actively paying Membership sales during the most recent 6 consecutive months, his or her Partner Agreement shall be canceled for inactivity.

### 11.2.2 - Failure to Pay Renewal fee for Website Tools, Resources and Services

If a Partner fails to pay his/her Marketing website renewal fees, he/she will be inactive and not eligible to earn commissions from that point forward.

### 11.2.3 - Failure to Earn Commissions

If a Partner has not earned a commission during the most recent twelve consecutive months and has not paid the renewal fee (and thus become **"Inactive"**), his or her Partner Agreement shall be subject to cancellation for inactivity.

## 11.3 - Involuntary Cancellation

A Partner's violation of any of the terms of the Agreement, including any amendments that may be made by inCruises in its sole discretion, may result in any of the sanctions listed in [Section 9.1](#), including the involuntary cancellation of his or her Partner Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Partner's last known address, email address, or fax number, or to his/her attorney, or when the Partner receives actual notice of cancellation, whichever occurs first.

inCruises reserves the right to terminate all Partner Agreements upon thirty (30) days written notice in the event that it elects to: **(1)** cease business operations; **(2)** dissolve as a corporate entity; or **(3)** terminate distribution of its products via direct selling.

## 11.4 - Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing (including email) to the Company at its principal business address. The written notice must include the Partner's full legal name, signature, address.

In addition to written cancellation, Partners who have consented to electronic contracting will cancel their Partner Agreement should they withdraw their consent to contract electronically.

If cancel their Partner Agreement should they withdraw their consent to contract electronically.

If a Partner is also a Member, the Partner's Membership shall continue unless the Partner also specifically requests that his or her Membership Agreement also be canceled.

Canceling recurring payment alone does not terminate your Partner Agreement. To cancel your Partner Agreement entirely, you must submit a separate written cancellation notice as described in this section.

For recurring payment cancellation instructions, see Section 3.4.

## 11.5 - Non-Renewal

A Partner may also voluntarily cancel his or her Partner Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her renewal fee.

## 11.6 - Exceptions to Activity Requirements

### 11.6.1 - Maternity

A pregnant Partner or a father (who is a Partner) of a newborn shall be exempt from meeting the personal minimum activity requirement for a period of four months following the birth of a child.

### 11.6.2 - Military Deployment

Military personnel shall be exempt from meeting the personal minimum activity requirement for the duration of the deployment and one full calendar month thereafter while deployed to a foreign country.

## SECTION 12 - DEFINITIONS

**Active Member** — A Member who purchases an inCruises Membership and whose account has been paid for the ensuing month.

**Active Partner** — A Partner who satisfies the personal minimum sales requirement as set forth in the inCruises Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

**Active Title** — The term “**active title**” refers to the current title of a Partner, as determined by the inCruises Compensation Plan, for any pay period. To be considered “**active**” relative to a particular title, a Partner must meet the criteria set forth in the inCruises Compensation Plan for his or her respective title. (See the definition of “**Title**” below).

**Agreement** — The contract between the Company and each Partner that includes the Partner Application and Agreement, the inCruises Policies and Procedures, the inCruises Marketing Materials and Branding Policy, and the inCruises Compensation Plan, and all in their current form and as amended by inCruises in its sole discretion. These documents are collectively referred to as the “**Agreement**”.

**Cancel** — The termination of a Partner's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity. This can result in the loss of all Partner rights, status, commissions, and benefits.”

Canceling Recurring Payment - The act of stopping future automated renewal charges for the Partner Agreement. Canceling recurring payment prevents the next renewal payment but does not terminate the Partner Agreement or entitle the Partner to a refund for prior charges."

**Downline Leg** — Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one "leg" in your marketing organization.

**Level** — The layers of downline Members and Partners in a particular Partner's marketing organization. This term refers to the relationship of a Partner relative to a particular upline Partner, determined by the number of Partners between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

**Official inCruises Material** — Literature, audio or videos, websites, and other materials developed, printed, published and/or distributed by inCruises to Partners.

**Personal Production** — Marketing of inCruises Membership to an end consumer for actual use.

**Recruit** — For purposes of inCruises' Conflict of Interest Policy ([Section 4.9](#)), the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another inCruises Partner or Member to enroll or participate in another multi-level marketing, network marketing or direct sales opportunity.

**Registered External Website** — A Partner's inCruises-approved personal website that is hosted on non-inCruises servers and has no official affiliation with inCruises.

**Marketing Website** — A website provided to Partners by inCruises which utilizes website templates developed by inCruises and a Partner's personal referral link.

**Member** — An individual who purchases an inCruises membership from or through a Partner but who is not a participant in the inCruises compensation plan.

**Social Media** — Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user-generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content or the comment or response to content. Examples of Social Media include, but are not limited to: blogs, chat rooms, Facebook, Instagram, Twitter, LinkedIn, and YouTube.

**Sponsor** — A Partner who enrolls a Member or another Partner into the Company, and is listed as the Sponsor on the inCruises website. The act of enrolling others and training them to become Partners is called "sponsoring".

**Title** — The "title" that a Partner holds pursuant to the inCruises Compensation Plan. "Title Rank" refers to the highest title a Partner has achieved in the inCruises compensation plan at any time. "Paid As" title refers to the title at which a Partner is qualified to earn commissions and bonuses during the current pay period.

**Upline** — This term refers to the Partner or Partners above a particular Partner in a sponsorship line up to the Company. Conversely stated, it is the line of Sponsors that links any particular Partner to the Company.