

## **Advertising & Anti-Spam Policies**

***PLEASE NOTE: The following policies which are particularly relevant to your promotional activities are taken directly from SECTION THREE of the eCosway Policies and Procedures that you electronically signed and agreed to when you registered as an eCosway Business Owner.***

### **Adherence to the eCosway Profit Plan**

Business Owners must adhere to the terms of the eCosway Profit Plan as set forth in official eCosway material. Unless a Business Owner has received express written approval from eCosway, a Business Owner shall not offer the eCosway opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official eCosway material. Business Owners shall not require or encourage other current or prospective Business Owners or Shoppers to participate in eCosway in any manner that varies from the program as set forth in official eCosway material. Business Owners shall not require or encourage other current or prospective Shoppers or Business Owners to execute any agreement or contract other than official eCosway agreements and contracts in order to become an eCosway Business Owner. Similarly, Business Owners shall not require or encourage other current or prospective Business Owners or Shoppers to make any purchase from, or payment to, any individual or other entity to participate in the eCosway Profit Plan other than those purchases or payments identified as recommended or required in official eCosway material.

### **Advertising In General**

All Business Owners shall safeguard and promote the good reputation of eCosway and its merchandise. The marketing and promotion of eCosway, the eCosway opportunity, Profit Plan, and eCosway merchandise shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the merchandise, and the tremendous opportunity eCosway offers, Business Owners should use the sales aids and support materials produced or approved by eCosway. The rationale behind this requirement is simple. eCosway has carefully selected its merchandise, designed the Profit Plan and promotional materials to ensure that each aspect of eCosway is fair, truthful, substantiated, and complies with the vast and complex legal requirements of national, federal, state, provincial, territorial, or local laws. If eCosway Business Owners were allowed to develop their own sales aids and promotional materials (which includes Internet advertising) without Company approval, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any laws, statutes or regulations affecting the eCosway business is almost certain. These violations, although they may be relatively few in numbers, would jeopardize the eCosway opportunity for all Business Owners. Accordingly, Business Owners must submit all written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising) to the Company for prior approval. Unless the Business Owner receives specific written approval to use the material, the request shall be deemed denied. Business Owners may develop, produce, and utilize sales aids, promotional materials, advertisements, and other literature without prior written Company's approval, if and only if, they contain no direct or indirect references to eCosway, or its Profit Plan, merchandise, trademarks, trade names, service marks, service names, websites, URLs, or any other type of identifying information.

### **Advertising & Anti-Spam Policies**

To protect the interests of all of our Shoppers and Business Owners, eCosway has adopted a ZERO-TOLERANCE stance on spam and inappropriate advertising. Any Business Owner or Shopper caught spamming or inappropriately advertising to promote eCosway business will be immediately terminated from the organization. If a Business Owner is terminated for spamming, he or she will lose all Business Owner privileges, be forfeited of any unpaid monies, all reserves of eVolume(eV) and lose his or her business network. If a Shopper is terminated for spamming, he or she will lose all Shopper privileges, and lose his or her Shopper referrals. If the spamming activities result in any damage or cause any of the eCosway websites, domains, servers or activities to be interrupted from normal operation, the Business Owner or Shopper will be held liable for damages and loss of business.

There is no consistently applied definition of "spam" at this time. Some people insist that only unsolicited commercial email (UCE) sent in bulk is spam, but many individuals and anti-spam organizations feel that any email sent to someone who has not chosen to receive that email is spam. For the purposes of this policy, eCosway will consider the following activities done in the following situation as spamming and in violation of our policy:

**Specifically, eCosway Business Owners and Shoppers are prohibited from doing the activities listed in Section A in any of the circumstances listed in Section B listed below:**

#### **Section A**

- Using the words Cosway, or eCosway (even when contained within another word such as MyCosway or eCoswayNow etc. )
- Using derivative spellings of these words (such as e-Cosway, eeCosway or Causeway.
- Referring to Cosway or eCosway.
- Linking to any of the eCosway URLs or websites\* (see list).
- Linking to a site which subsequently links to an eCosway URL or website.
- Using a "pointer page" or "redirect link" which ends up on any eCosway website.
- Transmitting any information which directly or indirectly implies eCosway involvement.

#### **Section B**

- While violating any local, state, federal or international laws including those regarding UCE - unsolicited commercial email.
- In a website address.
- In a classified advertisement of any sort (except as specifically allowed by eCosway-see the marketing guidelines).
- In a signature file (except as specifically allowed by eCosway-see the marketing guidelines).
- In any email to any person or prospect who has not specifically requested the information or given you permission to send it.
- In any email sent to a bulk list including "safe lists," "cleaned list", " purchased list", and lists copied from the "send to" area of emails sent to you.
- In any email sent as a response to someone who has posted a message, placed a classified advertisement, or sent you an unsolicited email.
- In any email sent without a valid return email address that a recipient can reply to.
- In any email which uses a false or misleading name, a false or misleading heading, false or misleading header, a false or misleading subject line, or any other false or misleading information.
- While communicating in a chat room without first getting permission or a request.
- While communicating with someone via an instant messaging system (such as ICQ, Yahoo, IM etc.) without first getting permission or a request for more information from that other person.
- While posting to any forum, usenet or other newsgroup, majordomo list, bulletin board, discussion list, or other similar groups or lists on the Internet.
- In any online or printed materials that are not pre-approved by eCosway.
- In any materials which are distributed on private property or in any other place or manner which is prohibited by individuals, entities, or by law.

The URLs ("Universal Resource Locators") or more commonly known as "website addresses" and domains that you are prohibited from referencing or linking to, directly or indirectly, with or without attaching a Business Owner/Shopper ID, may include but not limited to the following:

- [www.eCosway.com](http://www.eCosway.com)
- Any website given to a Business Owner by eCosway (including the 30 megabytes .cc website).
- Any subsequent URLs or domains used by, or reserved for use by eCosway.

#### **Unsolicited Faxes**

Except as provided in this section, Business Owners may not use or transmit unsolicited faxes relative to the operation of their eCosway businesses. The terms "unsolicited faxes" means the transmission via telephone facsimile of any material or information advertising or promoting eCosway, its merchandise, its Profit Plan or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Business Owner 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 Business Owner and a person, on the basis of: (a) an enquiry, application, purchase or transaction by the person regarding merchandise offered by such Business Owner; or (b) a personal or familial relationship which relationship has not been previously terminated by either party.

#### **Telemarketing Techniques**

The use of any automated telephone solicitation equipment or "boiler-room" tactics in connection with the marketing or promotion of eCosway, its merchandise or the opportunity is strictly prohibited. For the purposes of this section, the term "

boiler room tactics" includes high-pressure promotional tactics that have the effect of creating an artificially short period in which a prospect must make a decision or that are designed to overcome a prospect's reluctance to join eCosway, including:

- The use of intensive telephone campaigns or unsolicited calls to persons who are not known by or who do not have a prior relationship with the caller and in which the person is encouraged to make a hasty decision to join eCosway without regard to the person's needs and objectives
- The use of scripts designed to meet the prospect's objections
- Repeated phone calls
- Phone calls designed to entrap the prospect
- Threatening tones on the telephone
- Informing the prospect that there is little time within which to make a decision.

### **Websites, Domain Names, and E-Mail Addresses**

Business Owners may not use, register, or attempt to register the word "eCosway," "Cosway" or any of eCosway's trade names, trademarks, service names, service marks, merchandise names, or any derivative thereof, in any domain name, on any website, or in the HTML code or meta-tags of any non-eCosway website not pre-approved by eCosway. Business Owners are also prohibited from linking to any eCosway domain or website from any non-eCosway website. If a Business Owner desires to use the word "eCosway" or "Cosway" on a website, or if a Business Owner wishes to link to eCosway from a website that the Business Owner creates, he or she must first contact eCosway for permission and written approval to do so. No Business Owner may use, incorporate, or attempt to incorporate the word "eCosway," "Cosway," or any of eCosway's trade names, trademarks, service names, service marks, product names, or any derivative thereof, into any electronic mail address or signature files.

If a Business Owner desires to utilize an Internet webpage to promote his or her business, he or she may do so through the Company's official website, using official eCosway templates. Alternatively, Business Owners may develop their own website, however, any Business Owner who does so must ensure that such website contains no direct or indirect references to eCosway, or its Profit Plan, merchandise, trademarks, service marks, websites, URLs, or any other type of identifying information. Business Owners who develop or publish their own websites must register their site(s) with the Company and receive written approval from the Company prior to the site(s) public availability. Business Owners must also notify the Company whenever any changes or modifications are made to the site(s). The failure to register or notify the Company of subsequent changes or modifications constitutes a material breach of these policies and procedures.

### **Trademarks and Copyrights**

eCosway will not allow the use, for any purpose, of its trade names, trademarks, services names, service marks, product names, URLs, website addresses, designs, or symbols by any person, including an eCosway Business Owner, without its prior written permission. Business Owners do not need to obtain prior written permission to use the above-mentioned items if the Business Owner is using eCosway's official material.

Business Owners may not produce for sale or distribution any recorded Company events or speeches without written permission from eCosway nor may a Business Owner reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

### **Website Proprietary Rights**

Business Owners agree that the eCosway Websites contain information, data, photographs, graphs, software, videos, text, typefaces, graphics, designs, music, sound, and other material (collectively "Intellectual Property") that are protected by copyrights, patents, trademarks, trade secrets, or other proprietary rights and that these rights are valid and protected in all forms and technologies, existing now or hereafter developed. Business Owners agree that they shall not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, perform, display, or in any way exploit any of the Intellectual Property or the sites, in whole or in part.

To the extent necessary to lawfully access and use the eCosway Websites, and provided there are no specific restrictions displayed, Business Owners may display, download, archive, and print in hard copy portions of the Websites for the Business Owner's personal use only. In so doing, a Business Owner may not modify the materials and must retain all copyright and other proprietary notices contained in the materials.

Business Owners may not remove or mirror any material contained on any eCosway Website without the prior written permission of eCosway. Business Owners agree that they will not copy, disassemble, de-compile, or reverse engineer any part of the eCosway Websites. Business Owners further agree that they will not otherwise attempt to obtain or learn the source code, structure, algorithms, or ideas underlying such sites.

Any violation of this Section shall constitute a material violation of the Business Owner Agreement. The restrictive terms of this Section 3.2.7 shall survive the termination of the Business Owner Agreement.

### **Media and Media Inquiries**

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

### **Fraudulent Enrollment**

"Fraudulent Enrollment" includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of a Business Owner Application and Agreement by such individuals or entities; or (b) the enrollment or attempted enrollment of non-existent individuals or entities as Business Owners or Shoppers ("phantoms"). Fraudulent enrollment constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

### **Unauthorized Claims and Actions**

A Business Owner is fully responsible for all of his or her verbal and written statements made regarding eCosway merchandise, and the Profit Plan which are not expressly contained in official eCosway material. Business Owners agree to indemnify eCosway and eCosway's directors, officers, employees and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or loss of business suffered by eCosway as a result of the Business Owner's unauthorized representations or actions. This provision shall survive the termination of the Business Owner Agreement.

### **Product Claims**

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any merchandise offered by eCosway may be made except those contained in official eCosway material. In particular, no Business Owner may make any claim that eCosway merchandise are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims violative of eCosway policies, but they potentially violate national, federal, state, provincial, territorial or local laws and regulations.

### **Income Claims**

In their enthusiasm to enroll prospective Business Owners, some Business Owners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Business Owners may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At eCosway, we firmly believe that the eCosway income potential is great enough to be highly attractive, without reporting the earnings of others.

Moreover, many countries, states, provinces and territories have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Business Owners may believe it to be beneficial to provide copies of Business Status Reports, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact eCosway as well as the Business Owner making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because eCosway Business Owners do not have the data necessary to comply with the legal requirements for making income claims, a Business Owner, when presenting or discussing the eCosway opportunity or Profit Plan to a prospective Business Owner, may not make income projections, income claims or disclose his or her eCosway income or Business Status Report (including the showing of bank statements or tax records). Hypothetical income examples that are used to explain the operation of the Profit Plan, and which are based solely on mathematical projections, may be made to prospective Business Owners, so long as the Business Owner who uses such hypothetical examples makes clear to the prospective Business Owner(s) that such earnings are hypothetical.

### **Conflicts of Interest**

#### **Nonsolicitation**

eCosway Business Owners may participate in other direct selling or network marketing or multilevel marketing ventures (collectively "network marketing"), and Business Owners may engage in selling activities related to non-eCosway merchandise if they desire to do so. However, if a Business Owner elects to participate in another network marketing opportunity, in order to avoid conflicts of interest and loyalties, Business Owners are prohibited from Unauthorized Introduction which includes the following:

During the term of this Agreement, any actual or attempted introduction or enrollment of eCosway Business Owners for other network marketing business ventures (except Cosway), either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of other network marketing business ventures (except Cosway) to any eCosway Business Owner, or implicitly or explicitly encouraging any eCosway Business Owner to join other business ventures. Because there is an extreme likelihood that conflicts will arise if a Business Owner operates two network marketing programs, it is the Business Owner's responsibility to first determine whether a prospect is an eCosway Business Owner before introducing or enrolling the prospect for another network business venture.

For a period of six months following the cancellation of a Business Owner Agreement, the former Business Owner may not introduce any eCosway Business Owner for another network marketing program (except Cosway).

### **Business Status Reports**

Business Status Reports are available for Business owners' access and viewing at eCosway's official website. Access to online Business Status Reports is password protected. **All Business Status Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to eCosway.** Business Status Reports are provided to Business Owners in strictest confidence and are made available to Business Owners for the sole purpose of assisting Business Owners in working with their respective branch network in the development of their eCosway business. Business Owners should use their Business Status Reports to assist, motivate, and

train other Business Owners in their Branch Network. The Business Owner and eCosway agree that if Business Owner did not agree to these terms of confidentiality and nondisclosure, eCosway would not provide Business Status Reports to the Business Owner. A Business Owner shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

Use the information to compete with eCosway or for any purpose other than promoting his or her eCosway business; or

Introduce or solicit any Business Owner of eCosway listed on any report, or in any manner attempt to influence or induce any Business Owner of eCosway, to alter his or her business relationship with eCosway.

Upon demand by the Company, any current or former Business Owner will return the original and all copies of Business Status Reports to the Company.

### **Governmental Approval or Endorsement**

The majority of national, federal, state, provincial, territorial, or local regulatory agencies or officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, Business Owners shall not represent or imply that eCosway or its Profit Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency, unless the Company or the Profit Plan have been so approved or officially sanctioned by such an agency.

### **Holding Applications or Orders**

Business Owners must not manipulate enrollments of new Business Owners, or purchases of merchandise. The holding of applications or orders constitutes "stacking." The term "stacking" includes: (a) the failure to transmit to eCosway, or the holding of an Business Owner Application and Agreement, in excess of twenty-four (24) hours after the time any funds are or credit card information is provided by the new Business Owner (unless the transmission of a Business Owner Application and Agreement is not possible due to the contingencies set forth in Section 1.4); (b) the placement or manipulation of Business Owner Applications and Agreements for the purpose of maximizing earnings pursuant to eCosway's Profit Plan; or (c) providing financial assistance to new Business owners for the purpose of maximizing earnings pursuant to eCosway's Profit Plan. Stacking constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

### **Independent Contractor Status**

Business Owners are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between eCosway and its Business Owners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Business Owner. Business Owners shall not be treated as an employee for his or her services or for national, federal, state, provincial, territorial, or local tax purposes. All Business Owners are responsible for paying national, federal, state, provincial, territorial, or local taxes due from all profits and incentives earned as a Business Owner of the Company. The Business Owner has no authority (expressed or implied), to bind the Company to any obligation. Each Business Owner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Business Owner Agreement, these Policies and Procedures, and applicable laws.

### **Use of the eCosway Name**

The name of eCosway and other names as may be adopted by eCosway are proprietary trade names, trademarks and service marks of eCosway. As such, these marks are of great value to eCosway and are supplied to Business Owners for their use only in an expressly authorized manner. Use of eCosway name on any item not produced by the Company is prohibited except as follows:



#### **Business Owner's Name**

##### **Business Owner**

All Business Owners may list themselves as an eCosway Business Owner" in the white or yellow pages of the telephone directory under their own name, however, neither this phrase nor any other verbiage identifying eCosway may be used in any email signature file . No Business Owner may place telephone directory display advertisement using eCosway's name or logo. Business Owners may not answer the telephone by saying "eCosway", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of eCosway.

### **Adherence to Laws and Ordinances**

Some countries, states, provinces, territories, counties, and cities have laws regulating certain home-based businesses. In most cases these laws are not applicable to Business Owners because of the nature of their business. However, Business Owners must obey those laws that do apply to them. If a governmental official tells a Business Owner that a law, regulation, or ordinance applies to him or her, the Business Owner shall be polite and cooperative, and immediately send a copy of the ordinance to eCosway. In most cases there are exceptions to the ordinance that may apply to eCosway Business Owners. Business Owners shall comply with all national, federal, state, provincial, territorial, or local laws and regulations in the conduct of their businesses.