

Business Owner Terms and Conditions

1. I understand that as a Business Owner of eCosway.com Sdn Bhd (509213-A), a company incorporated under the law of Malaysia (hereinafter referred to as "eCosway" or "Company"), I shall have the following rights and responsibilities:

1. I have the right to purchase and retail merchandise in accordance with these Terms and Conditions and the Policies and Procedures set out by the Company;
2. I have the right to introduce and enroll Business Owners and/or Shoppers into eCosway;
3. I shall assist, train, and motivate any and all the Business Owners under me in my business network;
4. I will comply with all national, federal, provincial, state, territorial, county, local, and municipal laws, ordinances, rules, and regulations, and shall make all declarations and remit all withholdings or other deductions as may be required by any national, federal, provincial, state, territorial, county, local, and municipal laws, ordinances, rules or regulations pertaining to me in conducting the eCosway business; and
5. I shall perform my obligations as a Business Owner with honesty and integrity.

2. I agree to present without alteration the eCosway Profit Plan and eCosway merchandise as set forth in official eCosway material provided by the Company. I will make no claims regarding potential income or earnings, beyond what is stated in official eCosway material. Except as set forth in the Policies and Procedures, or unless I have received express written permission from eCosway, I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than eCosway, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to eCosway merchandise, or the eCosway Profit Plan; (b) use or display any eCosway trademarks, trade names, service marks, logos, designs or symbols; (c) advertise eCosway merchandise or the eCosway opportunity.

3. I agree that as an eCosway Business Owner I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of eCosway. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of eCosway. I understand that I shall control the manner and means by which I operate my eCosway business, subject to my compliance with these Terms and Conditions, the eCosway Policies and Procedures and the eCosway Profit Plan (all of which are collectively referred to as the "Agreement"). I agree that I shall be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF eCOSWAY FOR NATIONAL, FEDERAL, PROVINCIAL, STATE, TERRITORIAL, COUNTY, LOCAL, OR MUNICIPAL TAX PURPOSES. eCosway is not responsible for withholding, and shall not withhold or deduct from my earnings, if any, withholdings or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all tax collection agreements between eCosway and all appropriate taxing jurisdictions, and all related rules and procedures.

4. I have carefully read and agreed to comply with the eCosway Policies and Procedures and the eCosway Profit Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any earnings from eCosway. I understand that these Terms and Conditions, the eCosway Policies and Procedures, or the eCosway Profit Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official eCosway material and sent to all Business Owners via email. The continuation of my eCosway business or my acceptance of earnings shall constitute my acceptance of any and all amendments.

5. The term of this Agreement is one year. If I fail to pay my annual access fee, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Business Owner. I shall not be eligible to sell eCosway merchandise nor shall I be eligible to receive earnings or other income resulting from the activities of my former business network. eCosway expressly reserves the right to terminate all Business Owner Agreements upon thirty (30) days notice via email in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its merchandise via direct selling. In the event of cancellation, termination or non-renewal, I shall lose all rights but otherwise in any event I shall waive all rights I have, including but not limited to any proprietary rights attached to my former business network and to any earnings or other remuneration derived through the sales and other activities of my former business network.

6. I shall not assign any rights or delegate my duties under the Agreement or any part of the Agreement without the prior written consent of eCosway. Any attempt to transfer or assign the Agreement or any part thereof without the express written consent of eCosway shall render the whole and all the Agreement voidable at the option of eCosway and may result in termination of my status as a Business Owner.

7. I understand that if I fail to comply with the terms of any of the Agreement, eCosway may, at its sole discretion, terminate my Business Owner Agreement or impose upon me other disciplinary action, including but not limited to, forfeiture of earnings, loss of all or part of my business network. If I am in breach, default or violation of this Agreement, upon termination, I shall not be entitled to receive any further earnings, whether or not the sales for such earnings have been completed. If this Agreement is terminated for any reason, I will forever lose my rights as a Business Owner, including rights to my business network, and rights to earnings pursuant to the eCosway Profit Plan. If I fail to settle any outstanding payment due to eCosway, I authorize eCosway to withhold the appropriate amounts from my earnings, or debit my Business Owner's eAccount, if any, which I have authorized eCosway to charge. I understand that failure to promptly pay for merchandise purchased constitutes a breach of this Agreement.

8. To the extent permitted by law, eCosway, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as "affiliates"), shall not be liable for, and I release eCosway and its affiliates from, and waive all claims for any direct or indirect, special or consequential, loss of profits, damages or any other loss incurred or suffered by me as a result of: (a) my breach of any part of the Agreement (b) the improper promotion or operation of my eCosway business and any activities related to it (e.g., the presentation of eCosway merchandise or Profit Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for eCosway to operate its business, including without limitation, my enrollment and acceptance into the Profit Plan or the payment of profits and incentives. I agree that the entire liability of eCosway and its affiliates for any claim whatsoever related to the relationship of eCosway and myself, including, but not limited to, any cause of action arising in contract, tort or equity shall not exceed, and shall be limited to, the amount of merchandise I have purchased from eCosway. I further agree to indemnify, hold harmless, and defend, at my own expense, eCosway and its affiliates against any and all claims, demands, costs, losses, damages, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my eCosway Business.

9. The Agreement constitutes the entire contract between eCosway and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. To the extent of any conflict or inconsistency between the Agreement and any other agreement, the Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between these Business Owner Terms and Conditions and the eCosway Policies and Procedures (in their current form or as subsequently modified), the eCosway Policies and Procedures shall in all instances supersede and prevail.

10. Any waiver by eCosway of any breach by the Business Owner under the Agreement must be in writing and signed by an authorized officer of eCosway. Any particular waiver by eCosway of any breach of the Agreement shall not operate or be construed as a waiver for other or any subsequent breach.

11. In the event that any provision of the Agreement is held to be invalid or unenforceable, it shall not render the whole Agreement invalid and unenforceable, and the remaining portion of the Agreement shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of Malaysia. Except as set forth in the eCosway Policies and Procedures, all disputes and claims relating to eCosway, the Agreement, the eCosway Profit Plan or its merchandise, the rights and obligations of a Business Owner or any other claims or causes of action relating to the performance of either a Business Owner or eCosway under the Agreement shall be settled totally and finally by arbitration in Kuala Lumpur or such other location as eCosway prescribes, in accordance with the Malaysian Arbitration Act 1952 and Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration. If a Business Owner files a claim or counterclaim against eCosway, a Business Owner shall do so on an individual basis and not with any other Business Owner or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. Each of the parties shall be responsible for one-half of the total of: (1) the arbitrator's or arbitrators' fees; and (2) the costs of arbitration. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

13. The parties consent to jurisdiction and venue before any national, federal, state, provincial, or territorial court in Malaysia for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.