



# Member Application & Agreement

USA

Mail or fax this page to LiveSmart 360: 2829 Cattlemen Road, Sarasota, FL 34232 USA • Fax 941-371-9606



## APPLICANT INFORMATION

Last Name		First Name		Middle Initial	Date of Birth
Business Name if Applicable (If business name is used, checks will be issued in this name.)			Co-Applicant or Business Name Contact Person		
Street Address (This will be your address for all correspondence and shipping. PO boxes cannot be used.)				City	State
				Zip Code	
Email Address		<input type="checkbox"/> Social Security Number or <input type="checkbox"/> Federal Tax I.D. Number		Password for Website	
Work Telephone Number	Home Telephone Number	Mobile Telephone Number		Shipping Method for Orders <input type="checkbox"/> Office Pickup <input type="checkbox"/> UPS-Second Day Air <input type="checkbox"/> UPS-Three Day <input type="checkbox"/> UPS-Ground <input type="checkbox"/> USPS-Priority Mail <input type="checkbox"/> UPS-Next Day Air <input type="checkbox"/> USPS-Parcel Post	

## SPONSOR INFORMATION

\*Applicant will be placed in the sponsor's organization. This section must be completed.

Last Name of Sponsor	First Name	Sponsor's Member Number
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\*Complete section below for placement of the new Member. The new Member will be placed below this placement position. If the applicant allows someone else to complete this section, it does not relieve the applicant's responsibility for accuracy.

## PLACEMENT INFORMATION

Last Name of Immediate Upline	First Name	Telephone	Immediate Upline Member Number	Under TP#	<input type="checkbox"/> Left <input type="checkbox"/> Right
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## OPTIONS

All pricing in US dollars (USD).

Member Starter Packs	(Taxes, shipping and handling will be added to all orders.)	Price	BV	Initials
<input type="checkbox"/> Smart Start Pack (\$559.88 Value) - Save \$459.89		\$99.99	50 BV	
<input type="checkbox"/> Million Dollar Match Pack (\$2,829.88 Value) - Save \$2,529.89		\$299.99	200 BV	
<input type="checkbox"/> Million Dollar Match Tri-Pack (\$3,059.78 Value) - Save \$2,559.79		\$499.99	300 BV	
<input type="checkbox"/> ERA Pack (Executive Right Away) (\$4,014.49 Value) - Save \$3,014.50		\$999.99	600 BV	

## Order Assurance Program Options

(Taxes, shipping and handling will be added to all orders.)

Initials

The minimum monthly volume requirement to qualify for commissions and retain Business Volume is 100 BV for each Tracking Position. By signing up on the optional Order Assurance Program (OAP), you may reduce this amount to 50 BV per Tracking Position.

- Yes, sign me up on the optional Order Assurance Program at 50 BV per month.
- Yes, sign me up on the optional Order Assurance Program at 100 BV per month.
- Yes, sign me up on the optional Order Assurance Program at 150 BV per month.

## PAYMENT

Payment Options: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/> ACH (Attach Voided Check) Payment will be processed as a checking account debit (U.S. checks only).	
Credit Card Number	Expiration Date
Credit Card Billing Address	Billing Zip
Name on Credit Card	Cardholder Signature

## APPLICANT SIGNATURE

I want to be a LiveSmart 360 Member. I have read the Agreement and Terms of Enrollment and the LiveSmart 360 Marketing and Compensation Plan Explanation, and I understand all of the options available to me. I agree to abide by all the terms stated on this Agreement and in the LiveSmart 360 Policies and Procedures manual. I understand that as a Member, I may cancel this Agreement at any time by giving written notice to LiveSmart 360 at the address or fax number above.

Applicant Signature	Transaction Date	Co-Applicant Signature	Transaction Date
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## NOTICE OF RIGHT TO CANCEL

You, the buyer, may CANCEL this transaction at any time prior to midnight of the THIRD BUSINESS DAY after the date of this transaction (five days for Alaska residents). See Page 2 of this form for an explanation of this right.

FOR OFFICE USE ONLY	REVIEWED BY	MONTH	DAY	YEAR	ENTERED ONLINE
					<input type="checkbox"/> Yes <input type="checkbox"/> No

Pages 1 and 2 must both be read, signed and mailed or faxed to LiveSmart 360





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## LIVESMART 360 MEMBER AGREEMENT & TERMS OF ENROLLMENT

1. As a LiveSmart 360 Member, I acknowledge I am an independent contractor and not an agent or employee of LiveSmart 360. I understand I will not be treated as an employee for federal or state tax purposes. I acknowledge that I am not guaranteed any income, profit, or success, and that my signature below certifies that neither LiveSmart 360 nor my Sponsor has made any claim of guaranteed earnings or undocumented claims of anticipated earnings. Success or failure as a Member is strictly dependent upon individual time and effort. I acknowledge my participation in network marketing and LiveSmart 360 (the "Activity") is entirely voluntary and involves the financial risk and costs associated with any personally owned and operated business. I expressly assume all risks and costs associated with the Activity.

2. I agree not to misrepresent the capabilities of any LiveSmart 360 product. I further agree not to create any materials describing LiveSmart 360 products, test results, or product comparison literature unless authorized or previously approved in writing by LiveSmart 360.

3. I agree that all my advertisements must be factual and non-misleading. Any advertisement promoting or representing employment, salaried positions, management positions, hourly wages, or guaranteed income is prohibited. I agree to comply with LiveSmart 360's guidelines for advertising and will always disclose I am promoting a self-employment, 1099 income, or an "own-your-own-business" opportunity.

4. I acknowledge and agree that the LiveSmart 360 Compensation Plan is based upon the sale of LiveSmart 360 products and a Member will not be successful merely by sponsoring other Members without regard to retail product sales. I agree that when using examples to illustrate how the Compensation Plan works I agree not to make any income claims or projections that state or promise any specific amount of compensation a prospective Member may earn, whether orally or in writing, to other Distributors or prospective Members.

5. I acknowledge and agree that I may be terminated or disciplined for any violation of this Member Agreement and Terms of Enrollment, Compensation Plan, Policies and Procedures, committing unfair or deceptive trade practices, or any other violation of state or federal law. I agree that I have read all provided written materials before selling any LiveSmart 360 product.

6. I acknowledge and agree that with every order of new product, I must certify that not less than 70% of all previously purchased product has been personally consumed or sold and must identify what portion of the product was sold and what portion was personally consumed. LiveSmart 360 will not repurchase products or issue refunds on products certified as having been personally consumed or sold. Falsely representing the amount of product sold or consumed in an attempt to circumvent this requirement may be grounds for termination.

7. I understand that the initial term of the Member Agreement is one year from the date of its acceptance by LiveSmart 360. Members must renew their Member Agreement each year by paying an annual renewal fee of USD \$30 within 30 days of the anniversary date of their Member Agreement. This is an automatic renewal and will remain in effect until the Member notifies LiveSmart 360 in writing that they wish to terminate themselves as a Member or until the Member's business is terminated for misconduct. I acknowledge that this Agreement must be fully executed and complete hard copies be on file with LiveSmart 360 before any commissions will be paid on my distributorship and my distributorship may be terminated at the discretion of LiveSmart 360 if any of these pages has not been submitted fully executed within seven (7) business days of the date of Agreement.

8. I understand no product purchase is necessary to become a LiveSmart 360 Member. I understand I may terminate my Order Assurance Program at any time. I further understand I am under no obligation to make any further financial investment to become a LiveSmart 360 Member. I also understand any successful retail business will incur business expenses beyond the purchase of product. All Members are required to pay a non-commissionable USD \$14.95 monthly website hosting fee to keep their back office access active. The Member Starter Packs and websites are sold to assist the efforts of each new Member with continued training and sales support.

9. I understand if no personal sales volume is generated for 60 days, this Agreement will automatically terminate, and all business volume and any future commissions and bonuses will be forfeited. I understand I may re-enroll in a new position after six months of not generating personal sales volume by submitting a new Member Application and qualifying with at least 100 BV in product orders. Once terminated, the Member's business will not be available for sale or transfer.

10. I understand that should I wish to terminate my position as a Member, I must notify LiveSmart 360 in writing. At such time, any salable product that has shipped within 60 days of the termination date may be returned to LiveSmart 360 for a refund equal to 90% of the original purchase price, less any commissions or bonuses paid, less the 70% sold or consumed (as certified in reorders). All returns must have a Return Merchandise Authorization (RMA) number. The RMA number can be obtained by calling LiveSmart 360 Support at 941-371-1010. Perishable items, such as food or certain types of skin care products, will not be refunded after 30 days from date of purchase. In any state in which a specific buyback requirement has been enacted that may vary from the foregoing, LiveSmart 360 shall repurchase products and sales aids in accordance with any applicable statute or regulation.

11. I acknowledge and agree that in order to maintain a competitive marketing system and to comply with changes in applicable laws, LiveSmart 360 reserves the right to change prices, company policies, products, company literature, and/or the Compensation Plan without prior notice.

### PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

In consideration of purchasing product, enrolling, and receiving permission to take part in the Activity, I agree to release and hold harmless LiveSmart 360 its subsidiaries and affiliates, their representative agents, officers, directors, owners, coordinators, and employees (collectively, the "released parties") for any and all claims I might state as a result of monetary loss, physical injury, including death, or property damages sustained in connection with the Activity, including those claims based on negligence or breach of warranty.

I agree to indemnify the released parties for any claims whatsoever brought by a third party which I may cause.

This Agreement is binding on my estate, heirs, administrators, and assigns, and shall be governed by the laws of the state of my residence at the time of application.

I have read the above policies and agree to abide by them. This completed form must be faxed or mailed to LiveSmart 360 within 30 days.

For CA residents only: LiveSmart 360 will be responsible for the collection and remittance of all applicable California sales and use taxes on the retail selling price of all products subject to CA sales and use tax. LiveSmart 360 cannot accept California resale certificates from any of its Members.

### APPLICANT SIGNATURE

Applicant Signature	Date	Co-Applicant Signature
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### NOTICE OF CANCELLATION

**Date of transaction:** \_\_\_\_\_

**You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to LiveSmart 360, at 2829 Cattlemen Road, Sarasota, FL 34232 USA or via fax at 941-371-9606 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.**

I HEREBY CANCEL THIS TRANSACTION: APPLICANT SIGNATURE	Date
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