



TheBumpCard.com

Your Digital Business Card

Policies & Procedures

5PC Policies and Procedures

Introduction

From this point forward Five Point Concepts, DBA The BumpCard, will be referred to as “5PC” while Five Point Concepts independent affiliates will be referred to as “affiliates.” In addition to the terms and conditions in the Independent Affiliate Agreement, these Policies and Procedures govern the way in which affiliates conduct business with 5PC.

AFFILIATE CODE OF CONDUCT

- . I will be honest and fair in my dealings as an affiliate of 5PC.
- . I will perform my business in a manner that will enhance my reputation and the positive reputation established by 5PC.
- . I will be courteous and respectful of every person I contact in the course of my 5PC independent affiliate activities.

- . I will fulfill my leadership responsibilities as a sponsor including training, supporting and communicating with the affiliates in my organization.
- . I will not misrepresent 5PC products, services or the Compensation program/s.
- . I will not sponsor or attempt to sponsor any 5PC affiliate directly or indirectly into any other network marketing program or engage in deceptive or illegal practices.
- . I will remember that even my personal experience and the benefits received from 5PC products, services or programs, may be interpreted as unauthorized ‘extension of labeling claims”.
- . I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as an affiliate and will discharge all debts and duties as required of an affiliate.

DISTRIBUTOR REQUIREMENTS AND RESTRICTIONS

Fictitious and/or Assumed Names. A person or entity may not apply for an affiliateship using a fictitious or assumed name or use the identity of another person or entities that will not be associated with the affiliateship. No one may enter a Social Security Number or Tax Identification Number that was not assigned to the primary individual or entity on the affiliateship.

Tax Identification Number. All U.S. affiliates are required by federal law to obtain a Social Security Number or Federal Identification Number and have it on file with 5PC. 5PC will use this number for all government reporting purposes.

Legal Compliance. All US affiliates shall comply with all federal and state statutes and regulations and local ordinances and regulations concerning the operation of his/her business. All affiliates are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, 5PC will issue an IRS Form 1099 Misc. for non-employee compensation for affiliates as required (at the time of this printing the law requires 1099's only for annual income earned above six hundred dollars (\$600.00) within a calendar year). Since affiliates are not 5PC employees, 5PC is not responsible for payment or co-payment of any employee benefits.

Distributor Personal Identification Number. 5PC will issue an affiliate Personal Identification Number (PIN) at the time of enrollment. The affiliate PIN must be indicated on all correspondence with 5PC, including paperwork for sponsoring, ordering products, requesting assistance, etc.

No Exclusive Territories. There are no exclusive territories for recruiting purposes, nor shall any affiliate imply or state that he/she has any exclusive territory rights. There are no geographic limitations on affiliate sponsoring except in those foreign countries that have not officially been opened by 5PC.

Other Services and Products. Distributors are not restricted from selling the services and products of other companies however direct or indirect promotion of those products and services to 5PC affiliates is limited to those personally sponsored. An affiliate found in violation of this rule risks the loss of buying privileges, possible suspension and/or termination of the Agreement and from participating in the 5PC Compensation Plan, in addition to other remedies to which 5PC may be entitled.

Crossline Recruiting. Recruiting other affiliates from one (1) 5PC affiliate organization to another is strictly prohibited.

Representation of Government Endorsements. Federal and state regulatory agencies rarely approve or endorse direct selling programs or products. The FDA does not approve cosmetic or health related products, other than certifying that the products incorporate safe ingredients. Therefore, affiliates may not represent directly or indirectly that the 5PC marketing program or products have been approved/reviewed/endorsed or otherwise backed by any governmental agency.

DEFINITIONS

Affiliate. A person who has signed up and agreed to abide by the 5PC Policies and Procedures as amended from time to time. In jurisdictions where retail sales are not permitted, this will be treated as a Member. If no product is purchased or back office service added within a period of 30 (thirty) days from activation the position is considered inactive..

An Affiliate and/or the Affiliates' Position may have one of the following statuses:

Active: An Affiliate or Position that continues to meet active requirements to participate in the 5PC compensation program, and has an active back office. An Active Affiliate or Position must sale products for retail sale (where permitted) to be eligible to receive commissions under the compensation plan. An Active Affiliate or Position that allows its back office to expire, but continues to meet the monthly active requirements, will be considered Non-Active and have the same status of a Retail Buyer (i.e., may purchase product but not earn commissions). An Active Distributor or Position that maintains its back office but fails to meet the monthly active requirements will be considered dormant.

Non-Active Affiliate: An Active Affiliate or Position that fails to continue to meet the ongoing minimum sales requirements to participate in the compensation program, whether or not the back office is active.

Dormant Affiliate: Has not met the ongoing minimum maintenance requirement to participate in the compensation program for 90 (ninety) days or longer. May or may not have an active back office service.

Suspended Affiliate: Cannot represent himself/herself as an affiliate. Cannot purchase products, participate in the compensation program, or use back office or website. Commissions earned held in abeyance pending resolution of issue. If affiliate is cleared of wrong doing commissions will be released.

Terminated Affiliate: Cannot represent himself/herself as a 5PC affiliate. Cannot purchase product or participate in the compensation program. No back office, no website.

Premier Customer: A customer who enrolls in a position and is able to purchase product and is involved in our share program. Preferred customers do not participate in the compensation program. Premier Customers are eligible to upgrade to a Distributor position if they choose to do so in order to participate in the compensation program.

SPONSORSHIP & TRAINING AND TERMS OF TERMINATION

Sponsoring. Affiliates are entitled to sponsor other affiliates in the United States, its territories and other countries as officially opened by 5PC into the 5PC program. However, affiliates are compensated only for the generation of sales of products, not for sponsoring new affiliates into the program.

Multiple Applications. If one applicant submits multiple Applications and Agreement forms listing multiple sponsors, only the first completed form to be received by 5PC will be accepted. 5PC reserves the right, at its sole discretion, to make the final decision with respect to all such disputes. Affiliates may hold only one position in the entire 5PC platform regardless of market.

Placement Changes/Corrections. Placement changes/corrections may be requested within a period of seven (7) days from the date of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the sponsor as well as the affiliate to be moved and in some cases the upline affiliate. Support@thebumpcard.com

5PC reserves the right, at its sole discretion, to make the final decision with respect to all such changes.

Sponsor Correction. Sponsor changes are not permitted. However, sponsor correction can be made if they are reported to the Support Department within a period of seven (7) business days. Sponsor

corrections must be requested from the affiliate back office of the current (original) sponsor, stating the reason that the correction needs to be made.

5PC reserves the right, at its sole discretion, to make the final decision with respect to all such corrections.

Acquisition of Business. An affiliate desiring to acquire interests in another affiliate's business must first terminate his/her affiliate status and wait a period of six (6) months from the date of resignation notice, before becoming eligible for such a purchase. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to 5PC Support Department which is subject to approval by the Company.

support@thebumpcard.com

Adding of Co-Applicants. When adding a co-applicant (either an individual or a business entity) to an existing affiliateship, 5PC requires both a written request and a properly executed Application and Agreement containing both the applicant and co-applicant's Social Security Number and signatures. The original applicant must remain a party to the original Application and Agreement. If the original affiliate wants to terminate his/her affiliate relationship with 5PC, he/she must do so in accordance to 5PC policy. If this is not followed, the business shall be terminated upon withdrawal of the original affiliate. All bonus and commission checks will be sent to the address of record on the affiliateship. A co-applicant may not under any circumstance be party to any other affiliateship. Note that the modification permitted within the scope of this paragraph does not include change in sponsorship.

Personal Information. Personal information such as the affiliate back office password, the affiliate's address, telephone number, etc. will be treated as confidential and will not to be shared with any other person(s) outside of 5PC, unless required by law. In the event of an emergency the inquiring party may contact 5PC Support Department who will advise the affiliate that someone is attempting to contact him/her.

Training Requirement. Affiliates should provide adequate training to the affiliates they sponsor. "Adequate training" shall include, but not be limited to, education regarding the Policies and Procedures, Compensation Plan, product information, sound business practices, sales strategies, and ethical business behavior. A sponsor must maintain an ongoing, professional leadership association with affiliates in his/her organization and must fulfill the obligation of performing a bonafide supervisory, sales or distributive function on the sale or delivery of product and services to the ultimate consumer

Appeal. A suspended or terminated affiliate may appeal the suspension or termination by submitting a letter to the Support Department of 5PC stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). The letter of appeal must be received by 5PC within ten (10) business days from the date of the 5PC notice or as instructed in the notification. If 5PC has not received the letter of appeal by the deadline date, the involuntary suspension or termination shall automatically become final termination. If an affiliate files a timely appeal, 5PC will, at its sole discretion, review and

notify the affiliate and the complaining party of its decision. The decision of 5PC shall be final and will not be subject to further review. If the appeal is denied based upon the documentation and evidence presented against the affiliate, the suspension or termination shall remain in effect as of the date of 5PC original notification.

support@thebumpcard.com

Affiliate Complaints. 5PC is not obligated to reveal, nor will it without court order reveal the identity of any complaining parties. The Compliance Department will take reasonable measures to ensure that the information it is provided is factual and that action is required. Many times, situations that appear as violations of the Policies and Procedures are merely a reflection of a misunderstanding or ambiguity regarding the rules and regulations that govern affiliateships. All communication to the Compliance Department concerning a 5PC affiliate must contain the name and affiliate information of the complaining parties, a detailed description of the infraction as well as the names and contact information of collaborating witnesses. Anonymous complaints, or complaints that cannot be verified, will not be recognized.

Succession. Notwithstanding any other provisions of this section, upon the death of an affiliate, the affiliate entity shall pass to his/her successor in interest as provided by law. However, 5PC will not recognize such transfers until the successor in interest has submitted a completed Sales/Transfer form to 5PC Support Department together with certified copies of the death certificate and will, trust or other instrument. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other affiliate. In addition, the successor-in-interest must be of legal age in his/her country of residence.

Product Testimonials. Any affiliate is encouraged to share his/her excitement as the result of product consumption and use. 5PC reserves the right to use statements and photographs voluntarily submitted to its Support Department from affiliates and customers in its promotional material without any financial or other compensation. Upon signing the Agreement, each affiliate agrees to release his/her testimony by 5PC. Distributors shall not, however, use or permit the use of testimonials that state or imply that any 5PC product has qualities, characteristics, or properties that are not approved by 5PC or that are in violation of the Agreement.

Non-Competition. Each affiliate agrees not to compete with the protectable business interests of 5PC by selling or promoting other product or opportunities (except as detailed under Other Services and Products). The affiliate acknowledges and recognizes these restrictions are necessary for 5PC to protect its valuable interests and agrees that any injunction and/or other remedy is necessary and appropriate for 5PC to protect such interests. -SEE ADDENDUM for exclusions (if party is already providing products or services that are in conflict of the 5PC brand they will be listed and reviewed by 5PC for exclusion)..Please ask for the Non-Compete Exclusion Addendum from support@thebumpcard.com

5PC reserves the right, at its sole discretion, to make the final decision with respect to all such exclusions.

Vendor Confidentiality. 5PC business relationship with its vendors, manufacturers and suppliers are confidential. An affiliate shall not contact, directly or indirectly, speak to, or communicate with any representative or any supplier, manufacturer, or vendor except at a 5PC sponsored event at which the representative is present at the request of 5PC. Violation of this provision may result in the termination of affiliate agreement and possible claims for damages by the vendor/manufacturer/supplier.

ADVERTISING.

Phone. Affiliates are not permitted to use the 5PC trade name in advertising their telephone and fax numbers in the white or yellow page section of the telephone book or on the Internet telephone directory without identifying themselves as independent affiliate or independent contractors.

“Toll Free” Telephone Number Listings. 5PC affiliates are not permitted to list their “toll free” telephone numbers under the 5PC trade name without first submitting a request to the Support Department for approval. If approval is obtained for a toll-free listing, it must be stated in the following manner:

John Jones, 5PC Independent Affiliate. The Bump Card, John Jones, Independent Affiliate or John Jones, Independent Contractor (using 5PC or The Bump Card).

No other variation may be used to describe the affiliate’s association with 5PC and The Bump Card.

Imprinted Checks. 5PC affiliates are not permitted to use the 5PC or The Bump Card trade name or any of its trademarks on their business or personal checking accounts.

Imprinted Business Cards or Letterheads. 5PC independent affiliates are not permitted to create their own business cards or letterhead graphics of the 5PC name and/or trademark. Only approved 5PC versions and wording are permitted, which will be available through one of the vendors 5PC has elected to designate for these purposes. 5PC insists on the protection of our brand/s. All printed material, advertisements and graphics must be submitted for approval. All printed materials will be offered thru 5PC or approved vendors.

Company Literature. Only official 5PC literature may be used in presenting 5PC products and/or the 5PC Compensation Plan. Company literature may not be duplicated or reprinted without prior written

permission from 5PC which may be obtained through email communication, mail or fax directed to the Compliance Department. Banners, trade show materials, and other related promotional material, must be approved in advance and in writing by 5PC.

Affiliate-created Promotional Materials. Only Company approved materials may be used in the placement of any advertising in any print, radio, television, Internet, electronic or other media. No person shall use the 5PC or The Bump Card name, logos, trademarks or copyrighted material in any advertising nor produced by 5PC or without express written permission from the Compliance Department of 5PC. For approval, mail, fax or email a copy of the proposed advertising material to the Support Department or the Compliance Department. Include a description of the placement (publication, month, year, etc). 5PC will email, mail or fax edits/approvals with an approval code. Approval codes must be visible on the lower right-hand side of any approved material. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the material must be re-presented for approval. Allow approximately forty-eight (48) hours from receipt for processing.

Internet and Online Advertising. Distributors wishing to advertise on the Internet must fully comply with the Policies and Procedures and any Internet advertising is subject to prior written approval by the Compliance Department which, in its sole discretion may disallow any advertising material for any reason, including without limitation, any material published or sought to be published on the Internet. In addition, affiliates shall comply with the following:

- Distributors must be active and in good standing with their affiliate business in order to obtain authorization for an approved website.
- Distributors who wish to have their own website to promote their 5PC business must request and receive an approval number, to be displayed on the main page of the website, by email from the Compliance Department before publicly displaying the site and/or registering any search engines. No verbal approvals will be granted. Before submitting website information for approval, it is important that all hyperlinks are working properly. Any and all changes to an affiliate's previously approved website must be re-submitted for review and approval. Failure to comply is a violation of the 5PC Policies and Procedures and may result in the suspension and/or termination of an affiliate's position.
- Distributor websites must be immediately and without question recognizable as that of a 5PC independent affiliate. Identification as an independent affiliate must appear prominently on the home page, as well as all major sections (i.e. product pages, basic information, testimonials, etc.)
- No other products, programs, companies may be mentioned, illustrated, made reference to in any way on any website in which 5PC products and/or programs are featured.
- No product names or words trademarked by 5PC or TheBumpCard may be used as part of an Affiliates' website URL address or domain name. **Affiliates must be certain to obtain prior approval before purchasing URL addresses, as 5PC will not pay to have it replaced.**

- No links to any other website other than the 5PC affiliate website are permitted.
- Distributors are not permitted to make any earnings or sales representations, except for their own documented individual earnings. No checks may be reproduced or displayed in any manner. When using any income statements, those statements must be verifiable and accurate. Best practice is to simply refrain.
- Use of testimonials other than an affiliate's own require written permission from each affiliate or customer whose testimonial and/or photographs will be used on an affiliate's website. Acquiring permission is the responsibility of the website owner. Copies of the permission must be submitted along with the website approval request to the Compliance Department prior to display on any website.
- It is the responsibility of the Affiliated to ensure that all information, spelling, punctuation and grammar are correct before submitting the site for approval.
- All affiliate websites are subject to federal, state and local laws and regulations. Approval of an affiliate website's content does not ensure legal compliance with the governing bodies in an affiliate's geographic area.
- The following statements must be included in each affiliate's website:

"The earnings and mentioned in this publication may not be representative of your results. Your results as a 5PC affiliate depend on your individual effort and enterprise."

"Product, company and marketing information and photos are copyrighted by 5PC and used with permission."

Domain Names/Social Media/Account Names. Distributors may not use or attempt to register (a) 5PC trade names, trademarks, service marks, product names (b) the name 'The Bump Card.', (c) or any derivative of the foregoing for any Internet domain name or social media ID/Account Name. Names discovered to be non-compliant will result in suspension of affiliateship.

E-Mail and Newsgroup Marketing. Distributors emailing or employing other services to email unsolicited and unapproved email flyers are fully responsible for all information regarding the product and marketing program which is not expressly contained in advertising and promotional material supplied directly by 5PC. "Spamming" as well as telephoning or faxing without consent in compliance with various laws is strictly prohibited. Any and all information representing 5PC or its products other than which is provided by 5PC must be approved in writing by 5PC.

E-Commerce/Auction Sales. Affiliates may not sell 5PC products via e-commerce or live, silent, Internet or any other type of auctions even if offered at the affiliate suggested retail price. In order to maintain 5PC's brand reputation, image and quality business service, and to preserve the integrity of the

sales channel by which 5PC products are sold, including person-to-person, Affiliates are prohibited from selling or advertising 5PC products on e-commerce sites, auction sites and websites trading in products or services over the Internet. Examples of these prohibited sites include Amazon, eBay, etsy, Alibaba and Craigslist. 5PC is unable to guarantee the quality, authenticity, of products sold on these sites and therefore these products are not eligible for return/refund from 5PC.

Trade Shows. With written authorization from 5PC, Company products and opportunity may be displayed at trade shows by affiliates. Request for participation in trade shows must be received in writing by 5PC at least two (2) weeks prior to the show. 5PC products and the Compensation Program are the only products and compensation program that may be offered in the trade show booth or table. It is important to have identifying information printed on any handouts used in any event.

Income Claims. Affiliates may not display in any manner for recruiting purposes or any other reason commission checks or make specific income claims or representations. An affiliate may only use statements and content that generates reasonable expectations of what a possible participant in the business model can achieve. All statements must meet the below requirements:

- Statements must be factually true
- Statements must be supported by sufficient and substantiated data
- Statements must not be misleading (expressly or by implication)
- Statements such as “realize unlimited income”, “become a millionaire”, “full time income on part time effort”, “be set for life”, “make more than you ever thought possible”, “quit your job and enjoy residual income” are prohibited.
- Affiliates may not use images in videos and presentations that depict a lavish lifestyle (i.e. palatial and/or vacation homes, luxury cars, private jets.)

Statements, words, videos, images that show income, bonuses, lifestyle depictions including luxury homes, cars, material possessions and vacations referenced as due to your involvement with 5PC that are not common to the typical member or that generate expectations above and beyond what the average member joining the 5PC business can reasonably expect to achieve are prohibited. Luxury lifestyle claims are forbidden even if they are true in your case and even with a disclaimer. Methods of communication in which these policies are to be adhered to include, but are not limited to, in-person meetings, Webinars, presentations and trainings, all social media outlets (i.e. Facebook, Twitter, YouTube, SnapChat, Instagram, WeChat, WhatsApp), websites, videos, weekly team calls, emails, texts and instant messaging. Any affiliate found in violation of this policy will be temporarily suspended pending further investigation.

Media Interviews. Distributors are prohibited from granting radio, television, newspaper, tabloid or magazine interviews or using public appearances, public engagements, or making any type of statement to the public media to publicize 5PC, its products or their individual 5PC business without express, prior written approval from 5PC which can reasonably be withheld. All media contacts and inquiries must be coordinated through 5PC and must contain a complete description of the interview format and venue.

Endorsements. No endorsements by any 5PC officers or administrators or third parties may be alleged, except as expressly communicated in 5PC literature and communications.

Independent Communications. Affiliates as independent contractors are encouraged to distribute information and direction to their respective downline organizations. 5PC encourages the prudent distribution of newsletters, training manuals and workshops, and other organizations programs. However, affiliates must identify and distinguish between personal communication and the official communication of 5PC and must comply with these policies.

Affiliate Training. Affiliates are responsible for participation in the training of the affiliates they sponsor. Training assistance is provided in 5PC literature and in additional training tools as well as on the Internet. Further, affiliates may attend local and regional training workshops for affiliates.

Affiliate Services. 5PC provides every affiliate who generates any income as a 5PC affiliate with management and training communications, timely delivery of products and sales materials, and access on the Internet to reports of sales made by their sales organization for the calendar period in which commissions and overrides are earned and paid.

Re-Packaging Prohibited. The repackaging of 5PC products for resale is strictly prohibited under any circumstance.

Recordings. Distributors shall not produce or reproduce 5PC produced audio or video taped materials detailing the 5PC opportunity or products. Distributors shall not record audio at any 5PC function.

Telephone Answering. Distributors may not answer the telephone or create recordings saying "5PC" or in any manner which could lead the caller to believe that he or she has reached the Corporate Offices of 5PC or The Bump Card.

Liability. Violation of any of the Policies & Procedures may be grounds for suspension and/or termination of that individual's affiliateship. The violator also may be subject to civil or criminal liability resulting from violation of the Application and Agreement of Distributorship, the Code of Professional Ethics, the Policies and Procedures of 5PC, or state or federal law. Additionally, 5PC may withhold payment to any 5PC affiliate in an effort to offset any damages suffered by 5PC as a result of an affiliate's violation of the Application and Agreement of Distributorship, the Code of Professional Ethics, the Policies and Procedures of 5PC, or state or federal law.

PAYMENT OF BONUSES AND OVERRIDES

Affiliate Application and Agreement. Bonuses and overrides cannot be paid until a completed Distributor Application and Agreement has been received and accepted by 5PC through the Internet. Bonuses are paid ONLY on the sale of 5PC products. No bonuses are paid on the purchase of any sales materials, sales aids or for the recruitment of affiliates.

Commission Payouts. The minimum amount of payment of commission checks is \$20.00US (twenty dollars). If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds \$20.00US (twenty dollars).

Lost or Stolen Commission Payouts. It is the responsibility of the affiliate to ensure up-to-date payout information is reflected in the back office.

PURCHASE AND SALE OF PRODUCTS

Direct Purchase. 5PC affiliates may purchase products directly from 5PC. Your sales volume will be applied to your upline for commissions. Note: 5PC affiliates in good standing may personally place orders through the 5PC website upon enrollment, purchased at affiliate cost.

Returned Packages. In the event that a package is returned due to an affiliate's error or if the package was not picked up in a timely manner and is therefore returned, 5PC will charge the affiliate a re-shipping fee.

Payment Options. Purchases may be made through any means accepted through our online merchant account.

Inactive Affiliate Positions. Any affiliate position that has not been activated within a period of 2 months from the enrollment date with paid product order(s) or back office service will be considered voluntarily resigned and will not be eligible for reinstatement for 90 days. In addition, inactive positions, showing no orders and no back office service will be terminated after 7 (seven) days from the inactive date. Distributors whose positions have been terminated after 7-days, as detailed above, may elect to re-sign after the 7-day period.

Back Order. Should any product or sales material be unavailable for any period of time, 5PC affiliates will be given the option of placing the order and waiting for availability or canceling the order with full reimbursement without penalties until those items are ready for shipping.

Shipping Address. 5PC will only accept street addresses for shipping purposes. Orders are shipped by UPS and USPS in order that they may be tracked and, if necessary replaced in a timely manner.

Shipping Costs. It is the ordering affiliate's sole responsibility to indicate (a) method and means of shipping, and (b) destination address. The methods available are noted above and on the 5PC website along with prepaid costs. Shipping costs will be automatically calculated. Should the receiving party of an order shipped from 5PC refuse delivery and the shipment is then returned to 5PC, the ordering affiliate's status will be made inactive pending resolution of the delivery refusal. Return delivery charges will be deducted from the affiliates account. Also see: Returned Packages under Section (above).

Timely Product and Material Delivery. Upon clearance of payment, 5PC processes for shipment the product(s) and material(s) selected. If an item is temporarily unavailable due to high demand the consignee will be notified by way of the packing slip included with the shipment. Should a back order occur, the item(s) will be shipped as soon as available, usually within ten (10) days of the date the original order and payment were received. Transfer of title to the recipient is effective upon delivery of the products to the carrier that completes the delivery to the recipient. The recipient may contact the carrier if the product is not delivered or is damaged during transit.

Special Orders/Held Shipments. 5PC will not "hold" orders or delay shipments of products that have been processed. Once payment has been received, all orders must be released for shipping.

Damaged Goods. The shipping company is responsible for damage, which occurs after it takes physical custody of the goods. A affiliate who receives damaged goods should follow this procedure:

- Take delivery
- Before the driver leaves, document on the delivery receipt the number of boxes, which appear to be damaged.
- Save the damaged product and box (es) for inspection by the shipping agent.
- Make an appointment with the shipping company to have the damaged goods inspected.
- File a claim with the shipping company.
- Notify the Support department of 5PC.

Short Shipments. 5PC takes pride in fulfilling orders in an accurate and timely manner however, in those rare instances where they may occur, a correction will be handled quickly to avoid further delay to the recipient. Any affiliate is provided with a period of five (5) business days following receipt of shipment to report any shortages. Once notified and verified, 5PC will ship missing items to the address on the original order.

Commission Adjustments. Any upline affiliate affected by returned products to 5PC will accordingly be subject to adjustments in his/or her commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on the returned product.

Price Changes. All 5PC products and literature prices are subject to change without prior notice.

Suggested Retail Pricing (SRP). An affiliate is not permitted to advertise any price below 5PC suggested retail price. This includes but is not limited to 'free' products or any other special pricing that would fall below the SRP. No 5PC product may be offered along with the products of any other company.

Receipts: Retail Pricing. 5PC affiliates will provide all retail customers of 5PC products with printed sales receipts. Affiliates who order through the Internet for their customers will receive email confirmation of acceptance in addition to the packing slip, which will be inside the package.

Sales Tax. For purchases made from 5PC, 5PC collects and remits applicable state and local taxes, which may be due on the suggested retail price of those product and/or materials, which are subject to tax. The applicable rate of tax due is based upon the address to which the product and/or sales material is to be delivered. Exemption from payment of sales tax is applicable to orders which are shipped to a state in which a valid Sales Tax Exemption is on file with and accepted by 5PC. Applicable sales taxes will be charged on orders, which are drop-shipped to another state. Tax exemptions are not retroactive.

Subscription Orders. 5PC reserves the right to modify product prices at any time. However, if price adjustments are made by 5PC measures will be taken to communicate the information to all affiliates to allow for changes or cancellation of subscription orders prior to processing. Changes due to tax and other regulatory issues, may be made at any time, without prior notice.

Retail Stores. 5PC is a direct sales company. Our success is based upon our affiliates selling directly (one-on-one) to the consumer, in a personal and caring manner. In order to maintain this personal contact with our customers and to provide equal opportunity to all affiliates to sell 5PC products to consumers, 5PC places certain restrictions on the sales of its products to or through commercial establishments.

No distribution of products is permitted through chain stores. Generally, 5PC considers any retail business with more than five (5) separate locations to be a chain store. 5PC products offered in retail establishments must be sold at the affiliate SRP (Suggested Retail Price). 5PC will be the sole judge of whether a commercial enterprise violates the policies, spirit or intent of its guidelines and reserves the right to modify, amend or rescind its approval as current business conditions may dictate.

Consignment. In order to protect the 5PC business and the integrity of the Company, 5PC products may not be delivered to another party on consignment. Only authorized 5PC affiliates may sell 5PC products to an outside party.

RETAIL GUARANTEE AND REFUND POLICY

Retail Customer Returns. 5PC offers a 15 (fifteen) day, 100% (one-hundred percent) unconditional money back guarantee on products sold to all retail customers that are damaged. No returns available on customized products. Example: The Bump Card. Every 5PC affiliate is bound by his/her Agreement and the Policies and Procedures to honor this guarantee. Prior to the completion of any retail sale an affiliate must make a verbal disclosure of the right to the unconditional guarantee.

5PC will replace the returned product to the affiliate providing the following steps and conditions are met:

- The 5PC Support Department is notified of a pending retail customer return.
- The product is returned to 5PC as instructed by the Support Department by the affiliate through whom it was originally purchased.
- The product is received by 5PC within fifteen (15) days from the return date to the affiliate.
- The return is accompanied by a signed statement from the retail customer identifying the reason for the return and including:
 - a dated copy of the original retail sales receipt
 - the product as received from the retail customer
 - the name, address and telephone number of the retail customer

Proper shipping carton(s) and packing material are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. 5PC will pay the cost of shipping replacement product(s) to the affiliate.

5PC will not refund, to any affiliate, the purchase price of any retail customer returns and no replacement products will be released if the conditions of the rule are not met. Requests for replacement or exchanges of product returns from retail sales must be clearly written with complete details (name, address, telephone number, email address, if available, and any other information that would allow 5PC to verify the sale and subsequent return). Unverifiable retail sales cannot be replaced or exchanged. Falsified information could lead to further investigation and possible suspension of affiliateship.

Return Product Authorization (RMA). Before any product may be returned to 5PC, whether it is a shipping error, retail customer return, damaged products, quality control or resignation, the affiliate must contact the 5PC Support Department either by fax, postal delivery or email to obtain a Retail

Merchandise Authorization Number. Any package received without such identification clearly visible on the package exterior will be refused.

Quality Control (QC). 5PC will replace, within thirty (15) days of purchase any product found to be defective (other than products damaged during or after shipping). We therefore encourage affiliates to inspect their packages upon receipt. Requests beyond the allowance period will be denied. No product should be returned to 5PC prior to the approval to do so from the Support Department whether through telephone, fax or email request. In order to assure that replacement product will be issued, strict compliance with the following procedure is required:

- A written replacement must be submitted stating the reason for the request and accompanied by verification of payment and copy of the Product Order form and packing slip.
- Upon notification 5PC will instruct the affiliate where to ship product and will issue an RMA (Return Authorization Number), which must be clearly written on the exterior of the returned package. Upon receipt and verification 5PC will ship out replacement product(s).

Affiliates Returns. If an order is cancelled within 15 days (fifteen days) of the initial order date, 5PC will issue a full refund for the order minus any freight charges and commissions paid to the affiliate. For order cancellations outside of 15 days, and up to 12 months from the time of order, 5PC shall repurchase all product in a *current, reusable and resalable condition* at a price of no less than 90% (ninety percent) of the original net cost to the participant minus any freight charges and commissions paid to the affiliate as a result of the sale of the returned product. If inventory is returned that does not meet the above conditions for return, such merchandise will be held for a period of 30 (thirty) days during which time the affiliate has the right to request return of those items. Distributors will pay all shipping charges. Should this request not be received by the Support Department of 5PC in the time period noted above, 5PC will reserve the right to destroy such inventory without further compensation to the affiliate who submitted it for review. In order to ensure that a refund is issued in a timely manner, the following steps should be followed:

1. A written request must be submitted, either by fax or email to 5PC Support Department, clearly citing the reason for the resignation and for the return of product and/or sales materials.
2. Upon receipt of the proper information, 5PC will instruct the affiliate where to ship the product(s) along with a RMA number, which must be clearly visible on the exterior of the package used to return the product(s).
3. Any return without this detail, readily visible, will be refused without exception. The affiliate assumes the cost of shipping any products to 5PC.
4. The affiliate assumes responsibility for packing and shipping products back in a manner that will ensure that it is received in a timely manner and with minimal damage. It is suggested that a shipping method that offers tracking details be employed.
5. Refunds will be issued within approximately 30 (thirty) days from the date of receipt of authorized merchandise. Reimbursements will be issued in the same manner that payment was originally received. That means that if a credit card was used in the initial transaction, that same card will

be issued the refund. If the credit card has been cancelled, a note will be required from the banking institution to which it was associated.

6. The above policy applies to returns by an existing Affiliate. The policy for returns of unsold inventory by a terminating Affiliate is set forth in the Independent Affiliate Agreement.

* The permissible return period will vary according to country and state laws.

Unauthorized Returns. Should an affiliate refuse delivery of any 5PC shipment or request to return any previously purchased product for refund, such a request will be deemed as a voluntary termination.

Buyers Right to Cancel. Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third (3rd) business day following the transaction. This rule covers retail consumer sales of twenty-five dollars (\$25.00) or more that occurs away from the retailer's main office. The affiliate must orally inform the buyer of the three (3) day right to cancel at the time the buyer signs the contract of sales or purchase of goods AND INCLUDE A Notice of Cancellation (in the form required by federal law) in the contract or receipt relating to the sale. Various States provide additional rights to cancel certain types of sales. Distributors are required to become familiar and comply with the federal law and any such laws in the States where they make retail sales.

Partial Refunds. 5PC will not accept requests for partial refund from affiliates.

Exchanges. 5PC will not accept product exchanges from affiliates.

Affiliates Responsibility. If a retail customer mails or delivers to an affiliate a valid notice of cancellation prior to midnight on the third (3rd) business day after ordering or purchasing product (or such other time period established by applicable State law), it must be honored by the affiliate. If a buyer has taken delivery of any goods, that product must be returned along with the notice in substantially as good a condition as when delivered. Within 10 (ten) business days after receiving the notice (or shorter period required by applicable State law), the affiliate must refund all payment made under the contract of sale. Should a retail customer contact 5PC Support concerning the refusal of an affiliate to issue the appropriate refund in the time period indicated, such affiliate will be subject to suspension of affiliateship pending resolution of the complaint.

GENERAL PROVISIONS

Record Keeping. 5PC encourages all of its affiliates to maintain complete and accurate records of their business transactions. 5PC may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

Reporting Policy Violations. Affiliates who observe or are made aware of a policy violation by another 5PC affiliate are encouraged to submit a written report of the incident or incidents to the Compliance Department either through fax, mail or email. Such documents must bear the writer's signature and affiliate identification number. Anonymous complaints will not be accepted or acted upon. No telephone calls will be accepted regarding such matters, as documentation must be presented in writing from the complaining party, collaborating witnesses and ultimately from the individual or individuals cited for the infraction. Details of the incident such as dates, number of occurrences, persons involved, witnesses and other supporting documentation should be included in the report. Note: The name of the complaining parties and any other witnesses will be held in strict confidence and not revealed to the affiliate who has committed the violation.

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