



# INDEPENDENT BUSINESS OWNER APPLICATION & AGREEMENT

WWW.WOWWII.COM/BIZ

IBOSUPPORT@WOWWII.COM

## Applicant Information (\*Required Fields)

DATE: / /  
MONTH DAY YEAR

\*NAME (LAST, FIRST, MIDDLE INITIAL) \_\_\_\_\_ COMPANY OR SPOUSE/CO-APPLICANT NAME (LAST, FIRST, MIDDLE INITIAL) \_\_\_\_\_

\*SOCIAL SECURITY OR FEDERAL ID NUMBER \_\_\_\_\_ \*BIRTH MONTH/DAY/YEAR \_\_\_\_\_ GENDER:  MALE  FEMALE

\*ACCOUNT TYPE:  
 INDIVIDUAL or SOLE-PROPRIETOR  
 CORPORATION, PARTNERSHIP or TRUST \*\*

\*BILLING ADDRESS (NO P.O. BOXES) \_\_\_\_\_

**\*\*Corporations, Partnerships, or Trusts - If your distributorship will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., ABC Incorporated or John Doe and Associates), you must complete and submit the IBO Registration Form and submit it with this Application and Agreement. This form is downloadable.**

\*CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

\*EMAIL \_\_\_\_\_

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
\*DAYTIME NUMBER

PLEASE CHECK THIS BOX IF SHIPPING ADDRESS IS THE SAME AS ABOVE

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
\*EVENING NUMBER

\*SHIPPING STREET ADDRESS (NO P.O. BOXES) \_\_\_\_\_

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
CELL PHONE

\*CITY \_\_\_\_\_ \*STATE \_\_\_\_\_ \*ZIP \_\_\_\_\_

## Enroller & Sponsor Information

## Signature Required

ENROLLED BY / NAME OF ENROLLER \_\_\_\_\_

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
ENROLLER'S PHONE NUMBER

IBO ID NUMBER \_\_\_\_\_

Sponsorship (Placement in Organization) is the same as Enroller unless otherwise indicated here.

SPONSORED BY / NAME OF SPONSOR \_\_\_\_\_

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
SPONSOR'S PHONE NUMBER

IBO SPONSOR'S ID NUMBER \_\_\_\_\_

By signing below, I apply to become an IBO. I acknowledge that I have carefully read the terms and conditions on the back of this application and agree to abide by them. **I understand that I have the right to terminate my IBO affiliation at any time, with or without reason, and that such termination must be in writing.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the reverse side of this form for an explanation of this right.**

## Enrollment:

- \$249 - Starter Package     \$499 - Silver Package     \$999 - Elite Package     \$29 - Monthly Website Maintenance

AutoShip: To begin:  This month  Next Month

I understand that by signing above, I hereby authorize MediaSoft, LLC d/b/a Wowwii to charge the credit card specified here on or about the 15<sup>th</sup> of every month, for the products designated and for the amount stated (plus applicable taxes, shipping, and handling). I further acknowledge that I read, understand, and agree to the Autoship terms and conditions on the back of this form.

Please ship (# of cases, name of product, amount per case)

Payment Method:  CHECK / MO # \_\_\_\_\_  CREDIT CARD:  
 VISA  MASTERCARD  DISCOVER  AMEX  
CARD NUMBER: \_\_\_\_\_ EXP \_\_\_\_\_  
NAME ON CARD: \_\_\_\_\_ CVV# \_\_\_\_\_  
SIGNATURE OF CARD HOLDER: \_\_\_\_\_

INTERNAL USE

## FOR INTERNAL USE ONLY — DATA PROCESSING

DATE RECEIVED \_\_\_\_\_ DATE COMPLETE \_\_\_\_\_ IBO ID# \_\_\_\_\_

# INDEPENDENT BUSINESS OWNER (IBO)

## TERMS & CONDITION

Applicant agrees as follows:

1. I am at least 18 years of age. I understand that I am an Independent Business Owner, herein referred to as IBO; and I will not be treated as an employee of Wowwii, its Partners or its Affiliates herein collectively referred to as "Company". I am responsible to obtain all required and/or applicable business licenses and am responsible for all taxes and expenses associated with operating my IBO business.
2. I understand that as an IBO: a) I may sell "Company" products and services in accordance with these terms and conditions; b) I may enroll persons as IBOs and customers; c) I will train and motivate the IBOs in my downline; d) I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations; e) I will perform my obligations as an IBO with honesty and integrity; and f) if I qualify, I may earn commissions according to the IBO compensation plan.
3. I have read the IBO Policies & Procedures and Compensation Plan, which are incorporated into these terms & conditions, herein referred to as "Agreement", and agree that they may be amended by "Company" from time to time at its sole discretion. I agree to abide by the Agreement, in its current form and as amended. Notice of amendments shall become effective 30 days after publication of notice in official IBO materials.
4. I understand that the only expense required to become an IBO is the purchase of a "Company" Web Portal, products, and/or services.
5. I may not assign any rights, nor delegate any duties, under the agreement without "Company" written authorization.
6. The term of the agreement is one year and must be renewed annually for a fee of \$30. If I fail to renew my IBO business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as an IBO, and I shall not be eligible to receive commissions, bonuses, or other income resulting from the activities of myself or my former downline sales organization. In the event of cancellation, termination or nonrenewal, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.
7. I agree to indemnify and hold harmless "Company" (and its officers, directors, employees, and agents) against any claims, liability, obligations, expenses (including attorney's fees), or damages arising out of any unauthorized act or omission by me.
8. If I violate the agreement, "Company" may impose disciplinary sanctions against me as set forth in the Policies & Procedures.
9. Neither I, nor any member of my immediate household, have been an IBO within the last six months.
10. I certify that all information that I have entered on this application and agreement is true and correct. I understand that any intentional misrepresentation of any information I provide on the agreement may result in action by "Company" as provided by the Policies and Procedures, up to and including termination of the Agreement.
11. The Agreement shall be governed by the laws of the State of Florida, without regard to principles of conflicts of laws. All disputes and claims relating to or arising out of the Agreement shall be resolved by binding arbitration in the State of Florida, in accordance with the federal arbitration act and the commercial arbitration rules of the American Arbitration Association. By agreeing to this arbitration Provision, I understand that I waive all rights to a jury trial. The decision of the arbitrator shall be final and binding on the parties and may be reduced to a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, "Company" may seek a temporary restraining order, preliminary injunction, permanent injunction, or other equitable relief before any court of competent jurisdiction as necessary to protect its interests prior to, during, or following, any arbitration proceeding.
12. The prevailing party to any arbitration shall be entitled to an award of attorney's fees and arbitration expenses. The agreement to arbitrate shall survive any termination or expiration of the Agreement.
13. I consent to jurisdiction and venue before any federal or state court in Florida County, State of Florida for purposes of enforcing an award by an arbitrator, the pursuit of injunctive or other equitable relief, or any other matter not subject to arbitration.
14. I waive all claims to consequential, incidental, and/or exemplary damages against "Company", its Partners, Affiliates, shareholders, officers, directors, agents, and employees, for any action I bring, whether grounded in tort, contract, equity, or other legal theory.
15. Louisiana residents: Louisiana residents shall be entitled to bring an action against "Company" in Louisiana as prescribed by Louisiana law.
16. Montana residents: a Montana resident may cancel this agreement within 15 days and receive a full refund of the "Company" Web Portal, products and/or services registration fee.
17. If an IBO wishes to bring an action against "Company" for any act or omission relating to or arising from the agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against "Company" for such act or omission. I waive all claims that any other statute of limitations applies.
18. "Company" may use my name, photograph, personal story and/or likeness in its promotional materials and waive all claims for remuneration for such use.
19. By entering my email address and telephone number on the front of this application and agreement, I authorize "Company", my enroller, and my sponsor to communicate with me via email and telephone and to contact me at the email address or telephone number(s) provided regarding product and service offerings.
20. A faxed copy of the Agreement shall be treated as an original in all respects.

22. If any provision of the Agreement is found to be void, voidable, or unenforceable by a court of competent jurisdiction, only such limited provision shall be stricken and reformed so as to reflect the intent of the parties as closely as possible. All remaining provisions shall remain in full force and effect.

### AUTOSHIP TERMS AND AGREEMENTS:

The following Terms & Conditions apply to applicants electing to participate in Wowwii's optional Autoship Program.

1. I acknowledge that my participation in the "Company" Autoship Plan is strictly voluntary and that I will continue to be charged for and receive products on a monthly basis at my designated shipping address until I change or cancel my Autoship order.
2. Autoship orders are processed on or about the day specified each month. "Company" will ship all Autoship orders within five (5) business days of the selected date. New Autoship orders must be received by "Company" at least 10 business days before the specified date.
3. "Company" is not responsible for delays in the delivery of an Autoship order caused by the United Parcel Service or any other carrier service, public or private.
4. "Company" can receive faxed, photocopied, and original Autoship forms. Autoship orders may also be created, changed or cancelled via the Internet. Autoship orders must be paid with a credit card or debit card, which will be debited monthly.
5. IBO may make changes to an Autoship order monthly by submitting a new Autoship form or updating it via the Internet, email, or fax. Any and all changes to an existing Autoship are treated as a new request and are subject to the same requirements. To avoid duplicate Autoship orders, any and all changes to an existing Autoship must be clearly identified using the provided checkbox on the front of this form.
6. "Company" is not responsible for information found to be inaccurately represented by any financial institution.
7. "Company" is not responsible for declined payments. Any order not authorized for payment will be cancelled for that month. Any order not authorized for payment for two months in any twelve month period will be cancelled and must be reactivated with another credit card or other form of payment.
8. "Company" will cancel any Autoship Agreement that is subject to a consumer credit card charge back. IBOs must obtain written approval from "Company" before they can reactivate the Autoship.
9. Your Autoship Agreement will remain in effect until you: (1) elect to alter or change any aspect of this Agreement by submitting a new signed Autoship Purchase order form; (2) send, in writing, your cancellation of this Agreement to Wowwii, 14900 E Orange Lake Blvd., Kissimmee, FL, 34747 or by fax to (863) 420-9082 (notice must include your signature, printed name, address, and Customer Number), or (3) stop payment of any withdrawals by "Company" by notifying your issuing bank at least three days prior to the scheduled charging of your account. Notice of Cancellation sent to "Company" must be received at least 10 days prior to the scheduled processing of your order in order to avoid charges for that month. If a cancellation notice is received fewer than 10 days prior to the scheduled processing of your order, cancellation will become effective the following month.
10. All Autoship forms must have the billing address of the credit card. Any information found to be incorrect will render the Autoship request invalid, and the request will need to be resubmitted.
11. Any Autoship order that is refused delivery will be cancelled and will be issued a refund upon receipt. "Company" processing fees will be deducted from all refunds issued on returned Autoships, including refused deliveries.

### PAYMENTS:

Commissions, bonuses, royalty overrides and all payments will be paid on the 15<sup>th</sup> of the month, one month in arrears. An administration fee of \$3.00 per transaction will be deducted from all commission payments in excess of \$50.

### NOTICE OF RIGHT TO CANCEL:

You may cancel the initial Wowwii starter pack or transaction, without any penalty or obligation, within three business days from the date on the front of the Agreement, for a 100% money-back guarantee (unless otherwise required by law). If you cancel within three business days, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 15 business days following receipt by the seller of your cancellation notice. If you cancel, you must return the goods in good, usable condition as when received. All other cancellations of Wowwii products must be received within 10 business days of issuance of cancellation authorization code and the payment account on file will be processed within 15 days of receipt of goods. If you fail to return the goods as herein stated, then you remain liable to perform all obligations under the contract. To cancel this and all future transactions, obtain a cancellation code and Notice of Cancellation form by emailing [cancellation@wowwii.com](mailto:cancellation@wowwii.com). Upon completion, fax (863) 420-9082, mail or deliver the signed and dated copy of the Notice of Cancellation to Wowwii, 14900 E Orange Lake, Kissimmee, FL 34747.