

Phoenix Success Training
Policies and Procedures

These Policies and Procedures govern participation in Phoenix Success Training, a program provided by Phoenix Success, LLC (herein referred to as “PST”), a Delaware business operating the PhoenixSuccessTraining.com website. This internet version of the Policies and Procedures supersedes any printed material. By using the PST website to earn money as a PST Affiliate, you are agreeing to be bound by the current version of the terms of use provided herein.

PST's Policies and Procedures govern the manner in which a Trainee or Affiliate (collectively herein as “Associates”) does business with PST, other Associates, and potential Trainees.

The PST Training Program website details, Enrollment Consent Notice, Privacy Policy, and these Policies and Procedures constitute a complete contract between Associates and Phoenix Success, LLC, and supersede any other agreements or understandings stated or implied between Associates and PST.

REGISTRATION AND ACCEPTANCE

In order to participate in the PST training program, potential Trainees are required to enter certain registration information, and click on the box at the bottom of the Confirm Enrollment page.

By providing registration information and selecting the box, you agree to be bound by the terms in the Enrollment Consent Notice. If you later choose to earn money with this training program as an Affiliate, these Policies and Procedures or any future amendment or modification hereto must be accepted in order to participate. If any of these terms are unacceptable to you, you may cancel participation in the PST program as explained herein.

By registering for the PST Training Program, you represent and warrant the following:

1. You are of legal age of consent in all applicable jurisdictions.
2. You agree to abide by these Policies and Procedures, and can lawfully participate in the PST program in the jurisdiction(s) where you are located.
3. All information submitted for enrollment in the PST program is true, accurate, current, and complete.

If any information which you submit in the enrollment process (or in any subsequently updated information) is intentionally untrue or inaccurate, PST shall have the right to terminate your participation in the PST program in addition to other remedies available to it under law, all of which are expressly reserved.

DEFINITIONS AND EXPLANATIONS OF TERMS

PST Course: Any and all materials associated with the Phoenix Success Training Course.

Trainee: Anyone who enrolls in Basic Online Training by paying \$39.95 (USD).

Affiliate, Trainer or Training Facilitator: Any Trainee who has become an Affiliate by enrolling someone in Basic Online Training.

Supervisor: The Training Facilitator of a Trainee's Trainer.

Associate: A Trainee, Trainer or Supervisor working with PST as detailed herein.

Enrollment: The process of purchasing Basic Online Training for \$39.95 by filling out an online enrollment application on the PST website. The process is complete upon PST's cleared receipt of payment. Also the process of purchasing the Intermediate and Advanced Training Package for \$300, or upon earning \$150 through accumulated sales.

Active Status: In order to be paid, an Affiliate must be in an "Active" status. Upon earning or buying the Intermediate-Advanced training package, a 30-day *Active* status requirement begins. From that point forward, an Affiliate is considered *Active* if they have sold the PST Basic Online Training program to someone within the past 30 days. If an Affiliate does not enroll anyone for 30 days, beginning on the 31st day from their last enrollment they will become *Inactive* and not be eligible to accrue earnings until they sell the program again. Each time they enroll someone, the 30 day *Active* cycle begins again. Income earned during an Affiliate's *Inactive* period is donated to a 501(c)(3) charity.

To ensure clarity on this issue: Let's say you've accrued earnings of \$200 through Monday for the current pay week (Thursday-Wednesday), and that Monday is the 30th day since you last enrolled someone (at least 30 days after you earned or purchased the Intermediate-Advanced package). You can receive your \$200 by Friday's payday. However, after Monday you are no longer acknowledged as *Active* – until you personally enroll someone. Any income earned on Tuesday or Wednesday will be donated to charity. This income will continue to be donated until you become *Active* again by enrolling someone.

ID Name: Trainees and Affiliates can create an ID Name for identification and logins, or they can use their email address.

Password: Trainees create and use passwords for logins.

Front Office: The Front Office is for Trainees who have enrolled into the training program, but have not sold it to anyone else. When a Trainee logs in, their Front Office window opens. Once they have opened "Computer Setup" and "Steps-To-Success Guide," they have the ability to download all six sections of Basic Online Training. After 30 days from the time of their enrollment the Intermediate and Advanced Training Package becomes available for purchase.

Back Office: The Back Office is for Affiliates. When Associates personally enroll their first Trainee, their future logins open a Back Office window. This window contains all information of the Front Office, plus numerous business-data reports and analyses of personal productivity.

Intermediate and Advanced Training: Trainees may purchase the Intermediate and Advanced Training Package through their Front Office or Back Office for \$300, or become an Affiliate and earn the package for \$150 with the Special Trainer Discount, deducted from their earnings for personal sales of training and the sales of Affiliates they enroll.

Progressive Access To Training Materials:

When going through a learning process, it's most beneficial to go from A to Z in a logical order. We encourage progressive learning by providing the course in one-month intervals as follows:

Basic Online Training

- Available upon enrollment.

Intermediate Training

- If purchased – Available 30 days after enrollment.
- If earned – Available 30 days after enrollment.

Advanced Training

- If purchased – Available 30 days after purchase of the Intermediate and Advanced Training Package.
- If earned – Available 30 days after enrollment.

ASSOCIATE ISSUES

Security - User ID Name and Password

In a new Trainee's Welcome email from PST, there is a link to a secure PST web page which is used to confirm their email address and create a password.

An ID Name is optional, and can be used for logins, marketing, and identification. An ID Name may be created at any time through the Front or Back Office.

Improper ID names such as curse words or other offensive names will be removed upon PST's awareness, with a possible loss of referrals that use that ID Name. PST assumes no liability for any such action.

ID Names may be changed through the Personal Profile section in an Associate's Office.

Passwords may be changed at any time by pressing the "Forgot your password?" link at login, during document downloads, or through the Personal Profile section in an Associate's Front or Back Office. An email will be sent with a link which enables the Associate to change their password on a secure web page.

Associates also agree to keep their password strictly confidential, and never give this password to anyone. The Associate agrees to notify PST immediately if they have any reason to believe the security of their account has been violated.

Associates acknowledge and agree that PST may access their account and its contents at any time as necessary to identify or resolve technical problems, respond to Trainee/Affiliate issues with the PST program, or for any other reason such action becomes necessary.

Compensation

Trainees do not need to fill out any additional paperwork or pay a fee to become an Affiliate and sell the Phoenix Success Training course.

When an Affiliate enrolls their first Trainee, they receive an email with a link to download a document which guides them to create a PayPal™ account so they can receive earnings; and directs them to enter their PayPal email address in the Personal Profile window accessed through their Back Office. (If you have begun enrolling Trainees and have not set up a PayPal account yet, [click here to open Affiliate Account Setup](#), for information on setting up a PayPal account, and other required steps for being paid.)

Affiliates are paid in U.S. currency, in amounts of \$50 or more. Weeks are calculated ending on Wednesday night at midnight (U.S. Eastern Standard Time), and processed on Thursday. Affiliates who are in an Active status are paid by Friday at noon – unless there is a problem with their account. (Affiliates who have not enrolled anyone within the past 30 days are considered Inactive, and their earnings are donated to a 501(c)(3) charity.)

Funds are placed into an Active Affiliate's PayPal account as follows:

Earnings of \$14 are paid to Affiliates who have sold Basic Online Training for \$39.95. An additional \$14 is paid to the Affiliate's Training Facilitator.

In addition, when an Affiliate earns the Intermediate and Advanced Training Package for \$150, their Training Facilitator and Supervisor are each paid \$50.

Or, if a Trainee or an Affiliate purchases the Intermediate and Advanced Training Package for \$300, their Training Facilitator and Supervisor are each paid \$100 in the first pay week after a 30-day waiting period.

The first earnings of an Affiliate are held until \$150 is accumulated. The \$150 Special Trainer Discount fee is then deducted to pay for the Intermediate and Advanced Training Package. Future earnings of \$50 or more are then paid weekly into the Affiliate's PayPal account.

If an Affiliate pays \$300 for the Intermediate and Advanced Training Package rather than earn it, any previous income accrued toward earning the Package, plus future earnings, are paid into the Affiliate's PayPal account.

Funds paid into a PayPal account can be withdrawn at an ATM, transferred to one or more financial accounts, or converted to another currency. (Details about these choices are on the PayPal website.)

Affiliates must also supply to PST either their Social Security number, their Employer Identification Number (EIN), or (if not a U.S. Citizen) their Business Tax ID number. Tax identification numbers are validated with the U.S. government. If the number entered is not correct and directly related to the Affiliate's name, their account will be put on hold for review. If the Affiliate's entry is found to be fraudulent, their PST account could be terminated and their activities reported for attempted fraud.

PST reserves the right to suspend payment of an Affiliate's earnings under suspect of improper activity or a breach of any of the terms in this Agreement.

PST reserves the right to deduct from an Affiliate's earnings any funds corresponding to fraudulent and/or refunded enrollments.

Account Management Fee

Beginning the month after an Affiliate purchases or earns the Intermediate and Advanced Training Package, PST begins deducting a monthly Account Management Fee of \$10 on accounts that have earned \$10 or more the previous month. This fee is deducted from the Affiliate's next \$10 earned. If an Affiliate did not earn \$10 during the previous month, no fee is deducted for that month.

Errors and Omissions

If an Affiliate has questions about or believes any errors or omissions have been made regarding commissions, Activity Reports, or other issues, the Affiliate must notify PST in writing within 60 days of the date of the purported error or incident in question. This is best done by sending a message through the Contact Us page on the website. PST will not be responsible for any errors, omissions or problems not reported within 60 days.

Trainer Assignments

A new Trainee is assigned to an Affiliate based on the following order of priority:

1. An ID Name or email address chosen in the "Affiliate Assignment" box at the top of the enrollment page; or, if no ID Name or email address is entered,
2. Marketing resources (URL, link, etc.) set up by Affiliates to direct potential Trainees to the PST website; or
3. If a Trainee did not enter an ID Name or email address for an Affiliate search during enrollment, or come through an Affiliate's URL, an Affiliate is assigned from a rotating list of Affiliates in a special bonus or other PST "rewards" program.

If a new Trainee wants to change their Affiliate/Training Facilitator/Trainer:

There are two ways a Trainee can change their Training Facilitator.

1. New Trainees can receive a refund within their first 30 days from enrollment. **If they receive a refund, they must then wait 60 days before they can re-enroll under a**

different Affiliate. (If a Trainee receives a refund and re-enrolls before that 60 day period, their new enrollment will be canceled.)

2. Trainees can enroll a second time under a different Affiliate by using a different email address and different ID Name, but they must again pay the full \$39.95 enrollment fee.

If a Trainee enrolls under a second Affiliate they will have two accounts, and may receive earnings from both accounts – provided they remain Active in both accounts.

Enrolling more than once into Basic Online Training:

A Trainee may enroll more than once, however, each account must have a different email address and ID Name.

In addition, if an Affiliate wants to use two or more accounts, each account must have a different government ID (Social Security number, Employer Identification Number, or Business ID number) and different PayPal account. This activity can create confusion and lost income if the Affiliate forgets to remain active. In addition, if this activity is determined to be used to intentionally manipulate or defraud the PST program or appropriate government regulations, the Affiliate's relationship with PST will be canceled.

Enrollment Disputes

All Associates in good standing have the right to enroll others into the PST program.

If two Associates claim to be the person who referred a new Trainee to the PST website, PST shall regard the first application received as the designation of the valid Affiliate.

Refunds

Basic Online Training – Trainees can open and download all six sections of Basic Online Training (complete with attached documents) within 30 days of enrollment. If they are not completely satisfied, they can contact PST for a full refund of their \$39.95 – credited to the PayPal account they used for enrollment.

If a Trainee requests a refund then wants to re-enroll, they must wait 60 days from the day they receive their refund. Re-enrolling within the 60-day time period may result in termination of their relationship with PST.

Intermediate and Advanced Training – The Intermediate and Advanced Training Package becomes available 30 days AFTER a Trainee enrolls in Basic Online Training. It can be purchased for \$300, or earned for \$150. If earned, there is no refund. If purchased, a refund may be requested within 30 days.

Use of Stolen Credit Cards

PST reserves the right to cancel or delay financial transactions if fraud is suspected, and may require telephone confirmation to verify information. We capture certain information that can be used to locate and identify individuals committing fraud, and reserve the right to report and prosecute such activity.

Anyone found to be intentionally using a stolen credit card for themselves or others will be dropped as a Trainee and/or Affiliate, will no longer have access to PST materials, and will lose their opportunity for future earnings.

Reversing Credit Card Charges

Reversing legitimate charges on a credit card after receiving goods and/or services may constitute fraud, and is subject to litigation including interest on the funds, attorney fees, and other allowable charges.

Independent Contractor Status

Affiliates are independent contractors providing a service using PST, and are not purchasers of a franchise. The agreement between PST and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture.

Associates have no authority (expressed or implied), to bind the company to any obligation.

Associates are 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 Phoenix Success, Phoenix Success Training, PST, or any variation which could cause someone to believe the Associate is authorized to do so by Phoenix Success, LLC.

Each Associate agrees that he or she shall control the manner and means by which he or she operates his or her business, and shall establish his or her own goals, hours, and methods of sale, subject to compliance with these Policies and Procedures and applicable laws in the jurisdiction where the Associate is performing business-related activities.

Each Associate shall be solely responsible for paying all their business expenses incurred – including but not limited to travel, food, lodging, secretarial, office, telephone, and other expenses – unless such expenses are explicitly paid for in a special promotion by PST.

Taxes

Associates are solely responsible for all tax obligations arising from or in connection with their participation in the PST program, including – without limitation: foreign taxes; United States federal, state, and local withholding taxes; FICA; FUTA; Social Security; Medicare; SUI; and any other such taxes and deductions.

Associates understand and agree that PST is not responsible for withholding any taxes from any commissions, compensation or bonuses earned by PST Affiliates. Associates agree to indemnify and reimburse PST from any claim for assessment of taxes by any foreign or United States federal, state, and/or local taxing authority; and any other costs and damages arising from or in connection with taxation issues for that Associate.

Associates in the U.S. understand that federal tax information between states is different, and tax laws change from time to time; therefore PST strongly recommends that all Associates consult with a tax professional, or have such professional handle their taxes to ensure conformity with proper and current legal issues. PST is not liable for any Associate misuse of information or the Associate's improper management of tax issues.

U.S. Associates: In the first quarter of each year, PST will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who had earnings of over \$600 in the previous calendar year, and provide such information to the IRS as required.

Responsibility to Trainees

Affiliates are responsible for helping and encouraging all Trainees they enroll.

Business Locations

Affiliates may build their PST business in any global location which legally allows such business activities, and in which PayPal is available.

Legal and Accounting Advice

Associates are responsible for seeking legal and accounting advice for their business practices regarding state and country rules and regulations. PST will give no legal advice regarding specific situations.

Notices to PST

All notices or communications to PST shall be deemed delivered upon receipt to the party to whom such communication is directed. Such communications shall be sent through the PST Contact Us tab at the top of the website, or mailed to the address given in such location.

MARKETING

PST encourages Associates to promote the PST training course pursuant to appropriate guidelines as presented in training and clarified in these Policies and Procedures. Failure to follow the guidelines can result in damage to the reputation of PST and related businesses, and could trigger undesirable publicity and possible legal action.

Associates may not use PST's intellectual property to promote any business other than PST – including, but not limited to, copyrighted information, trademarks, logos, trade secrets, or any distinctive slogan or phrases used by PST. Furthermore, an Associate may not obtain, through use or filing for a trademark or copyright application, any right, interest or title to the name, trademarks, logos, or trade secrets of PST.

Any marketing materials (including website(s) established by Associates which contain and display PST-related content (including, but not limited to, text, graphics and videos), in addition to links, promotional materials, copyrighted materials, and branding made available in the PST program), must be directly related to the PST training and program.

When creating business cards using PST's logo and/or trademarks, Affiliates must be and state that they are a Training Facilitator, Senior Trainer, or Master Trainer as appropriate.

Any marketing materials directly related to PST must be true, accurate, and current. This includes, but is not limited to, website(s), text, graphics, videos, links, promotional materials, copyrighted materials, and branding.

Income and Opportunity Claims

In the United States, the Federal Trade Commission and some states have laws that regulate or prohibit certain types of income claims made by persons engaged in income opportunities. Thus, PST and its Associates are prohibited from making income guarantees or statements regarding potential income.

The income estimates spreadsheet provided by PST is for the planning use of Affiliates, potential Trainees, and others interested in earning money by selling the program. Calculations are based on the PST Compensation Plan. Affiliates are not to provide numbers for potential Trainees.

Any income information mentioned on the PST website or in emails or materials provided by PST are actual facts collected by PST from its database, and contain average and below average data as required by law. There are no assurances or guarantees that Associates will do as well as the information presented, or as well as other Affiliates.

Offensive Materials

Any marketing materials promoting PST (including website(s)) established by an Associate will not contain, display, promote, be promoted with, or include offensive materials (obscene, indecent, violent, discriminatory, illegal, pornographic, or "adult-only" content – including, but not limited to, text, graphics, or videos).

PST has a strict attitude regarding materials which are offensive to others. Associates who use offensive materials which are directly or indirectly related to PST-related marketing activities may cause PST to take actions to cease such use, including possible termination from the PST

program. Any cost of such actions will be deducted from commissions owed the offending party. PST retains full rights to such judgment.

(If a PST Affiliate becomes aware of offensive activities by another PST Affiliate, they should report such activities through the “Contact Us” tab on the PST website.)

Internet / Website Usage

Associates are encouraged to use the internet to promote PST by creating a web page or website subject to conditions contained herein.

Company Information, Videos or Recordings: Associates may not produce for sale, or use any portion of PST audio, video, or other copyrighted materials for any purpose other than marketing the PST training course and/or opportunity.

PST Event Recordings: Associates may not, without the prior written consent of PST, record, make, or prepare audio or video presentations or recordings of any PST-sponsored event other than for their own private – non-marketing – use. Approved marketing materials are provided by PST for use by Associates in their presentations.

Website Access: Associates may not:

- Create or use a false identity in association with their account;
- Attempt to use another Associate’s account, impersonate them, or misrepresent their affiliation with the Associate;
- Attempt to gain access to portions of the website that are restricted from public use;
- Attempt to collect information about PST personnel or Associates without their explicitly-written permission;
- Disrupt or interfere with the security or use of the website, or any other websites linked to the PST website – through the use of viruses, cancel bots, harmful code, flood pings, Trojan horses, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or through other methods or technology.

Domain Names and Email Addresses

An Associate may not use or attempt to register any of PST’s trade names, trademarks, service names, service marks, “Phoenix Success”, “Phoenix Success Training”, or any derivative thereof, for any internet domain name. Nor may an Associate incorporate or attempt to incorporate any of PST’s names, trademarks, service names, service marks, product names, the company’s name, or any derivative thereof, into any electronic mail address other than for an Associate’s marketing directly related to their activities as a PST Affiliate.

Telephone Answering

Associates may not answer their telephone by saying “Phoenix Success”, “Phoenix Success Training”, or in any other manner that might lead the caller to believe he or she has reached the business offices of PST.

Phone Book or Marketing Listings

Associates may list themselves as:

- “Trainer” or “Training Facilitator” if they have or are personally enrolling Trainees.
- “Advanced Trainer” if they have personally enrolled 25 or more Trainees.
- “Senior Trainer” if they have personally enrolled 100 or more Trainees.
- “Master Trainer” if they have personally enrolled 200 or more Trainees.

No Associate may place directory-display ads using PST's name or logo unless specifically promoting PST.

International Marketing

Associates who have concerns regarding use of this training program in their country should check with their country's laws, and contact PST if help is needed to overcome barriers to the use of this program.

Toll-Telephone Numbers

PST prohibits the use of 900 numbers or any toll (charge-for-call) numbers for the purpose of marketing any aspect of the PST program.

Spamming and Unsolicited Contact

Associates may not cold call individuals, or transmit unsolicited information via telephone, email, faxes, or similar "spamming" relative to the operation of their PST business.

LEGAL

Confidentiality

"Confidential Information" refers to information or material which is provided by Associates; or proprietary to PST, whether or not owned or developed by PST; and which is not generally known other than through the PST program; and which an Associate may obtain through any direct or indirect contact with PST or PST Associates such as, but not limited to, business records and plans, financial statements, Associate lists and records, any customer correspondence concerning PST, technical information, pricing structure, source code and/or object code, copyrights and intellectual property, competitive information, and other proprietary information.

Personal information submitted by an Associate will be kept for as long as he/she is an Associate of PST (with the exception of enrollment-related payment data, which is collected directly through PayPal™ to ensure maximum security of payment processing). Information collected by PST will never be sold, rented or provided to any other business as detailed herein, except as required by law.

Associates agree to hold in strictest confidence, and to not disclose under any and all circumstances, Confidential Information to any person or entity without the prior written consent of PST.

Associates will not copy or modify any Confidential Information without the prior written consent of PST. Further, Associates shall not disclose any Confidential Information to any PST agents or employees, except those agents or employees who are required to have the Confidential Information in order to perform their activities in connection with the Associate's needs including the limited purposes of this Agreement.

Notwithstanding the foregoing, in cases requiring training assistance, Affiliates may share contact information with members of the Affiliate's personally-enrolled Trainees and Affiliates on an "as needed" basis only.

If it appears that an Associate has disclosed or has threatened to disclose Confidential Information in violation of this Agreement, PST shall be entitled to an injunction to restrain an Associate from disclosing, in whole or in part, the Confidential Information. PST shall not be prohibited by this provision from pursuing other remedies, including but not limited to a claim for losses and damages, or termination of an Associate's enrollment or ability to participate in the PST program.

Unauthorized Access

Associates shall not attempt, directly or indirectly, to gain unauthorized access to any businesses controlled, in whole or in part by PST, or to any businesses controlled, in whole or in part by any other third party, that may provide services in connection with the PST program. Such attempts or access may be deemed hostile, and may result in immediate termination of such Associate's rights to use the PST system, along with rights to compensation earned.

Reporting Policy Violations or Unethical Behavior

If an Associate has a specific complaint about another Associate, or is aware of any violation of these Policies and Procedures by another Associate, they may submit such information through the Contact Us section on the main PST website. Please supply details of the incidents in the report – such as date(s), number of occurrences, persons involved, and any supporting documentation.

Limitation of Actions

Associates agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to participation in the PST program or to these Policies and Procedures must be filed within 60 days after the occurrence of such claim or cause of action arose, or be forever barred.

Compliance with Federal, State, and Local Laws

PST is owned and operated within the United States of America. PST makes no representation that its marketing program, products, services, or other offers are appropriate or available for use in other countries or territories.

Associates shall comply with any and all federal, state, and local laws and regulations in the conduct of their businesses in the United States, and any and all laws in other countries or territories in which their PST-related business is conducted. Illegal activities by Affiliates may result in the loss of such Affiliate's rights to services and earnings from any PST-related activities and events. If such illegal activities result in a withdrawal of such rights, that Affiliate's responsibilities may be transferred to another Affiliate, and related income may be retained by PST to cover legal and related costs.

Goodwill

All Associates shall safeguard and promote the good reputation of PST, its training services, and related business offerings. The marketing and promotion of the PST opportunity, marketing, and any other related activity shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

Copyrights of PST Materials

Associates acknowledge and agree that all materials including – but not limited to – promotional materials, web pages, training materials, and branding; and the content and services available through the PST website and provided with the PST program are protected by copyright, trademark and other laws, and are the property of Phoenix Success, LLC, unless otherwise noted, and may not be used in any manner other than as specified herein.

Copies of materials must bear any copyright, trademark, or other proprietary notices.

Any sale, modification, reproduction, re-distribution, publication or re-transmission of any information from the PST website or other PST documents, in whole or in part – other than as designated herein – without the prior written permission of Phoenix Success, LLC is prohibited.

Anyone who copies and distributes the PST program, or uses trademarked/copyrighted text and/or images without specific PST permission may be reported to their billing and/or hosting company and related companies for possible account closure. PST may also file a federal copyright infringement lawsuit in accordance with the Digital Millennium Copyright Act (DMCA).

Associates are hereby granted a non-exclusive, non-transferable license to use and display PST-related links, promotional materials, and branding made available through the PST program in accordance with and subject to these Policies and Procedures during such time as the Associates are participating in the PST program. Except as expressly stated herein, Associates shall not make any other use of the links, promotional or training materials, and branding available through the PST program.

Associates who send PST written, audio, or video testimonials, comments, suggestions, stories of business successes and failures, or other submissions, grant PST the right to use, copy, display, create derivative works from, distribute, have distributed, and transmit such content in any form, in all media now known or hereinafter created, on a perpetual, worldwide, non-exclusive, royalty-free basis – provided such use as been electronically approved by the Associate(s) involved. Such approved submissions become the exclusive property of PST and fall under the copyright protection of PST – unless other arrangements have been made.

Copyrights of Others

PST respects the copyright properties of others. It is PST's policy to respond as required by law to claims of copyright infringement. The Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) (“**DMCA**”), provides copyright owners or their authorized agents with a procedure for notifying service providers (as defined in the DMCA) of claims of unauthorized use of copyrighted materials.

Because PST is considered a service provider within the scope of the DMCA, it must comply with the notice and procedural requirements of the DMCA.

Copyright Infringements

PST links to numerous websites throughout training, to bring Associates the best information we find on specific topics. Most website owners are happy to have our links to their website because it increases the number of visitors to their website, identifies them as a high-quality source of information, and moves them up in rank with search engines.

While linking is generally accepted between websites, there is a clear copyright infringement when information is copied word-for-word from one website (or information source) to another without the source being linked to or properly referenced.

However, with the widespread sharing of information on the internet and the constant rewording of information, copyright infringement is a huge “gray area” which can make enforcement extremely difficult. Therefore, if any material on this site or in PST materials infringes on anyone’s copyright or the copyright of any third party, please promptly notify PST through the “Contact Us” tab on the home page. Upon receipt of your email, you will be directed where to send a written notification of such suspected infringement.

If any PST material is found to be infringing on anyone’s copyright, PST will withdraw the information immediately, or make adjustments to ensure such infringement is in accordance with appropriate copyright laws – to ensure the rights of others are protected.

As per DMCA requirements, written notification must include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;

- A description of the copyrighted work that is claimed to be an infringement;
- The exact location of the alleged infringing material;
- The exact location of any known related link to the alleged infringing material;
- Address, telephone number, and electronic mail address for person reporting the infringement;
- A statement by such reporting person that they have a good faith belief that the disputed use of the copyrighted work is not authorized by the copyright owner, its agent or the law;
- A statement by such reporting person that the above information in such written notification is accurate, and that such person is the copyright owner or authorized to act on behalf of the copyright owner.

Upon receipt of the written notification of an alleged copyright infringement, if PST determines such infringement has occurred, PST will take the following steps:

- Remove or disable access to the alleged infringing work;
- Promptly notify the Respondent that PST has removed or disabled access to the alleged infringing material.

At this point, the Respondent may submit a counter notification in writing to PST's designated party. The counter notification must include substantially all of the following information:

- An electronic or physical signature of the Respondent or someone authorized to act on behalf of the Respondent;
- A description of the copyrighted material that has been removed or disabled;
- The exact location of the material before it was removed or disabled;
- A statement under penalty of perjury that the Respondent has a good faith belief that the copyrighted material has been removed or disabled as a result of mistake or misidentification; and
- The Respondent's name, address, and telephone number along with a statement that the Respondent consents to the jurisdiction of the Federal Court in the district in which he/she/it resides.

If Respondent's address is outside the United States, a statement that the Respondent consents to jurisdiction of the United States federal district court in Knox County, Tennessee.

Upon receipt of a counter notification containing substantially all of the foregoing information, PST will take the following steps:

- Send the reporting person a copy of the Respondent's counter notification;
- Inform such person that PST will replace the alleged infringing material or disable access to it within ten (10) business days; and
- Replace the alleged infringing material that was previously removed or disable access to it not less than 10 nor more than fourteen (14) days following receipt of the Respondent's counter notification, unless the reporting person has supplied PST's designated agent with evidence that an action has been filed seeking a court order to restrain the Respondent from engaging in the alleged infringement that was the subject of the written notification.

PST's policy is to terminate the privileges of individuals who repeatedly violate the copyrights of others.

Assignment of Rights

Affiliates cannot resell, assign, sub-license, otherwise transfer, or delegate their rights or obligations under these Policies and Procedures without the prior express written authorization of PST.

Assignment of Rights to Heirs

These Policies and Procedures shall be binding upon and affect the benefits of Affiliates as well as their respective heirs, successors, and assigns. The Affiliate's rights to receive earnings may be reassigned in the event of the Affiliate's death, inability to perform required activities, or by any other legal transfer of such rights to a beneficiary including a Living Will, Trust, or other such action.

The Affiliate (or related beneficiary/third party) must notify PST of such legal action through an email, then in writing via regular mail to the PST address as stated in the Contact Us section of the PST website. The Affiliate (or related beneficiary/third party) must send PST a notarized copy of the requested action along with proof of the need for the action (a copy of the death certificate, hospital records, police records, etc.).

Upon PST's receipt of the physical notarized copy of such request and proof of need, three (3) attempts will be made to contact the Affiliate, giving them the opportunity to contest and/or refuse such action. Thirty (30) days after such attempts are made, if no reply is forthcoming to the contrary, the requested action will be assumed to be correct, and such action will be executed by PST, with any reasonable PST expenses for such action to be deducted from the related Affiliate's earnings. In addition, funds may be withheld if the transaction is suspected by PST to be an attempt to defraud the Affiliate's or PST's legal rights.

During the Assignment of Rights to Heirs, if the Affiliate's account becomes *Inactive*, any income earned and not paid will be reimbursed upon completion of the Assignment of Rights, with the *Active* status being reset to begin another 30-day cycle on the date of such completion. This will give the beneficiary/third party time to comply with the terms of these Policies and Procedures.

If the Assignment of Rights to Heirs takes more than 60 days from PST's receipt of the notarized requested action as stated above, and such delay is caused by the Affiliate's beneficiary or their specified agent, the period of income reimbursable upon completion of the assignment of rights will be limited to 60 days. Otherwise, in no case may the Affiliate's income be reimbursed beyond 90 days after the requested action; the beneficiary must by that point assume the Affiliate's responsibility for keeping the account in an *Active* state.

In order to continue receiving the Affiliate's account income, the beneficiary must meet the minimum requirement to remain *Active* by enrolling at least one person every 30 days. The Affiliate's Training Facilitator will assume the responsibility of training the Affiliate's beneficiary to replace them, with no additional earnings rights transferred. When the replacement enrolls others into the program, they must assume the responsibilities of being their Trainer.

Changes to Website, Training Program Details, and Policies and Procedures

Because federal, state, provincial, territorial and local laws – as well as the business environment – periodically change, PST reserves the right to amend its website, its contractual documents, and its prices at its sole and absolute discretion. Amendments shall be effective upon notice to Associates that the Agreement or relative materials have been modified. Notification of amendments shall be published in official PST materials. PST shall provide or make available to all Associates a complete copy of the amended provisions by one or more of the following methods: 1) posting on the official PST web site; 2) electronic mail (e-mail); 3) inclusion in PST newsletters; or 4) special mailings.

The continuation of an Affiliate's business with use of the PST website and program for at least 10 days – without feedback to the contrary, constitutes acceptance of any and all amendments.

Policies and Provisions Severable

If any provision of these Policies and Procedures or other PST Associate-related agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force. The effect shall be construed as if such invalid or unenforceable provision never comprised a part of the agreement or these Policies and Procedures.

Waivers

PST never gives up its right to insist on compliance with the Policies and Procedures governing the conduct of an Associate's business. A waiver of any policies or procedures may only be obtained in writing by an authorized officer of the Company, and any waiver given will have no relationship to any other Associate's behavior or expectations.

A failure of PST to enforce any of these Policies and Procedures with one Associate does not waive PST's right to enforce any such provision(s) with any other PST Associate.

Liabilities and Indemnification

To the extent permitted by law, Associate agrees that PST and its directors, officers, shareholders, employees, assigns, successors, and any other agents shall not be held liable for any loss of profits, indirect, direct, special or consequential damages, or any other loss incurred or suffered by an Associate as a result of:

1. An Associate's breach of the Policies and Procedures;
2. An Associate's violation of the rights of another Associate;
3. An Associate's unauthorized verbal and written statements made regarding PST services which are not expressly contained in official PST materials;
4. The improper promotion or operation of a PST business by an Associate, and any activities related thereto (examples: Presentation of the PST opportunity, lease of meeting or training facilities, etc.);
5. PST research or internal operations concerning an Associate's earnings or questionable behavior related to their association with PST; or
6. Any incorrect or misleading information provided by a PST Associate.

Associates agree to indemnify and hold harmless PST and its Associates from any claim or demand, including without limitation: penalties, interest, reasonable attorneys' fees and costs claimed, demanded, or incurred in connection with any claim or demand made by any third party due to or arising directly or indirectly out of an Associate's conduct, website(s), and participation in the PST program; any content, goods, services, or links displayed on or made available through or in connection with an Associate's website(s); and/or any claim that PST is obligated to pay tax obligations in connection with compensation paid to an Associate pursuant to the Program.

PST assumes no liability for any damages whatsoever including without limitation: indirect, special, consequential, punitive, or incidental damages of any kind; lost profits, loss of programs or other data; or other losses arising out of or connected with the use of or inability to use the PST website; or the use, reliance upon, or performance of any material contained in or accessed through the PST website – even if PST is expressly advised of the possibility of such damages.

Information and services published on the PST website and in PST training is extensive and constantly updated. For this reason, this information may contain typographical errors or technical inaccuracies. Therefore, PST is not to be held liable for any errors or omissions in its website or training program. PST may make improvements in and/or changes to the information on the PST website or in the related training program at any time without notice – unless such changes affect Associates directly.

The above liability issues will continue to be in effect past the termination of any agreement between Associates and PST.

Force of Nature (“Force Majeure”)

Under no circumstances shall PST be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, or forces/causes beyond its reasonable control including without limitation: Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

Jurisdiction

Jurisdiction and venue of any matter not subject to arbitration shall reside in Knox County, State of Tennessee unless the laws of the state in which an Associate resides expressly require the application of its laws, in which case that state’s law shall govern all issues related to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Tennessee shall govern all other matters relating to or arising from the Agreement.

Disciplinary Process and Termination

Involuntary Termination: If any information which an Associate submits in the enrollment process (or in any subsequently updated information) is untrue or inaccurate, and submitted with the intent to commit fraud; or an Associate is found in violation of these Policies and Procedures, or any state or federal laws, statutes, and/or regulations that pertain to the business of PST; PST shall have the right to terminate the Associate’s participation in the PST program, in addition to other remedies available to it under law, all of which are expressly reserved.

Notification of Termination: If a decision is made to consider termination of, or terminate an Associate, PST will send notification by email to the Associate at the most recent email address in the PST website database. The Associate must take immediate corrective measures, cease all activities as indicated in the notice, and remove any applicable advertising.

Appeal of Termination: If an Associate wishes to appeal to a termination notice, PST must receive the written appeal within the time period specified in the Notification of Termination letter.

Effect of Termination: If an Associate is terminated by PST, they are no longer entitled to enroll new Trainees, login to the PST website, or use PST materials. The Associate shall immediately cease and desist from exercising any rights conferred by these Policies and Procedures, including without limitation from making any use of the links, promotional materials, trademarks, and branding made available through the PST program. Upon termination, the Associate may not register for any subsequent participation in the PST program or rejoin the PST program without the prior, written consent of PST, which may be withheld or refused in the sole discretion of PST.

Forfeiture of Compensation: Any Associate who violates these Policies and Procedures may be subject to immediate forfeit of all rights to any and all accrued or future compensation, based on PST’s sole determination of any associated cost of such violation to PST. Associates waive any statutory or other legal protection in conflict with the provisions of these Policies and Procedures.

Litigation: In situations deemed appropriate by PST, PST may institute legal proceedings for monetary and/or equitable relief. Any litigation regarding the agreements between Associates and PST shall be undertaken in the State Court of Knox County, Tennessee. These policies and all agreements between Associates and PST shall be governed by the laws of the State of Tennessee, and are binding on successors and assigns of both parties.

Grievances and Complaints

If an Associate has a grievance or complaint with another Associate regarding any practice or conduct in relationship to their respective PST activities, the complaining Associate should first report the problem to his or her Trainer who should review the matter and try to resolve it with the other party's Trainer. If the matter cannot be resolved, it must be reported in writing through the Contact Us tab on the PST website. PST will review the facts and attempt to resolve it. PST will not be liable for any actions resulting from any interactions between Associates.

If an Associate has a grievance or complaint with PST, they must report such grievance in writing through the Contact Us tab. PST will review the facts and attempt to resolve the issue as quickly as possible.

Arbitration

PST will make a reasonable effort to resolve conflicts relating to PST-related activities. Any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If an Associate wishes to bring an action against PST for any act or omission relating to or arising from PST materials, such action must be brought within 60 days from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within 60 days shall bar all claims by an Associate against PST for such act or omission. Associates waive all claims that any other statute of limitation applies. All arbitration proceedings shall be held in the city of Knoxville, Tennessee, unless the laws of the state in which an Associate resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the Federal Rules of Civil Procedure shall be applicable to arbitration. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the Direct Selling industry, selected from the panel which the American Arbitration Association provides.

Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Enrollment Agreement. Nothing in these Policies and Procedures shall prevent PST from applying to and obtaining from any court having jurisdiction: a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect PST's interest prior to, during, or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other related proceeding.

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