

Terms and Conditions

1. I understand that as a JIFU, LLC, a Idaho limited liability company (“JIFU”) Member or Member Affiliate:
 - a. I have the right to offer for sale JIFU products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll affiliates and members in JIFU.
 - c. If qualified, I have the right to earn up to 30% commissions pursuant to the JIFU Pay Plan determined by enrollment of other affiliates and members who shall be eligible for significant travel savings unavailable to the general public.
2. I agree to present the JIFU Pay Plan and JIFU products and services as set forth in official JIFU literature.
3. I agree that as a JIFU Member Affiliate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of JIFU. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I **UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF JIFU FOR FEDERAL OR STATE TAX PURPOSES.** JIFU is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the JIFU policies (as determined by applicable law) and the JIFU Pay Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the “Agreement”). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from JIFU. I understand that these Terms and Conditions, the JIFU (as determined by applicable law), or the JIFU Pay Plan may be amended by JIFU if such amendment is required by federal, state or international law, and I agree to abide by all such amendments. Notification of amendments shall be posted on the JIFU website. Amendments shall become effective 30 days after publication or sooner if required by law. The continuation of my JIFU business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this Agreement is one year (subject to prior cancellation as provided in the policies (as determined by applicable law). Upon enrollment, I agree to a monthly membership payment based upon the enrollment pack I have selected. I agree to having my encrypted credit card stored for the purpose of monthly billing. If I fail to renew my JIFU business, pay monthly member or member affiliate fees, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Member or Member Affiliate. I shall not be eligible to sell JIFU products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former affiliate organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** JIFU reserves the right to terminate all Member or Member Affiliate Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of JIFU. Any attempt to transfer or assign the Agreement without the express written consent of JIFU renders the Agreement voidable at the option of JIFU and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, JIFU may, at its discretion, impose upon me disciplinary action as set forth in the (as determined by applicable law). If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. JIFU, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and I release JIFU and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release JIFU and its affiliates from all liability arising from or relating to: (a) any Member or Member Affiliate’s breach of this Agreement or the (as determined by applicable law); (b) the promotion or operation of a JIFU business by a Member or Member Affiliate and any activities related to it, including but not limited to, the presentation of JIFU products or the JIFU Pay Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify JIFU for any liability, damages, fines, penalties, or other; (c) any incorrect data or information provided by a Member or Member Affiliate to JIFU; (d) Member Affiliate’s failure to provide any information or data necessary for JIFU to operate its business; or (e) awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by JIFU as required by local, state, federal or international law, constitutes the entire contract between JIFU and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by JIFU of any breach of the Agreement must be in writing and signed by an authorized officer of JIFU. Waiver by JIFU of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho without regard to principles of conflicts of laws. All disputes and claims relating to JIFU, the Member or Member Affiliate Agreement, the JIFU Pay Plan or its products and services, the rights and obligations of an independent Member or Member Affiliate and JIFU, or any other claims or causes of action relating to the performance of either an independent Member or Member Affiliate or JIFU under the Agreement or the JIFU (as determined by applicable law) shall be settled totally and finally by arbitration in Boise, Idaho, or such other location as JIFU prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. 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. The prevailing party shall be entitled to receive from the losing party **OR** each party to the arbitration shall be responsible for its own -- costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent JIFU from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its 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 proceeding.

13. The parties consent to jurisdiction and venue before any federal or state court in Ada County, State of Idaho, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. Montana Residents Exception: A Montana resident may cancel his or her Member or Member Affiliate Agreement within 15 days from the date of enrollment, and receive a full refund under the NOTICE OF RIGHT TO CANCEL general provisions below.

16. Alaska Residents Exception. An Alaska resident may cancel his or her Member or Member Affiliate Agreement within 5 days of date of

enrollment, and receive a full refund under the NOTICE OF RIGHT TO CANCEL general provisions below.

17. If a Member or Member Affiliate wishes to bring an action against JIFU 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 JIFU for such act or omission. **Member or Member Affiliate waives all claims that any other statutes of limitations apply.**

18. With regard to any JIFU official authorized event, activity, or marketing event, I authorize JIFU to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, To cancel this transaction, mail, email to memberservices@jifutavel.com, or deliver a signed and dated copy of this Cancellation Notice or any other written notice NOT LATER THAN MIDNIGHT of the third business day following the date this Agreement is entered into by JIFU and the Member or Member Affiliate.