



# **RETURN LEGACY Distributorship**

## Policies and Procedures

### **MALAYSIA**

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# CODE OF ETHICS

As a distributor (IR), you are to adhere strictly and totally to the following principles in carrying out the day to day business.

1. To uphold and follow the Business Rules and Regulations and the Code of Ethics of RETURN LEGACY and observe total business etiquette whilst conducting business and observing the spirit of these rules.
2. To present truthfully and honestly the RETURN LEGACY Compensation plan and products as sanctioned in the official RETURN LEGACY literature.
3. To be courteous, tactful and prompt in attending to the needs of customers and to follow procedures as set out by RETURN LEGACY in respect of replacement of return of the products.
4. To conduct business in the highest standards of integrity, sincerity and responsibility.
5. To respect and carry out the roles and responsibilities of a distributor (IR) as set forth herein.
6. Not to make use of any form of RETURN LEGACY trade mark, trade name, logo, copyrighted materials, literature, promotion items or any form of RETURN LEGACY resources for the generating of other business interests.

# DEFINITION

For the purposes of the Return Legacy distributorship policies & procedures, unless the context otherwise requires or unless repugnant to or inconsistent with such context, the following words expression shall have the following meanings :

## **“The Company”**

The Company RETURN LEGACY SDN. BHD, is a private limited company registered in Malaysia and having its principal place of business at Pusat Perdagangan Kota Damansara, Selangor.

## **“Distributor”**

Distributor means “Independent representative” and refers to any person or persons or company who wish to sign up with Return Legacy to market the Company products and services.

## **“Retail Customer”**

Shall means a customer’s who purchase product direct from Return Legacy Official e-Commerce Website.

## **“Sponsor”**

Shall mean an existing distributor who introduces to the Company an applicant for appointment as a distributor, who will in turn becomes a distributor upon the Company’s acceptance of his/her Distributor Application.

## **“Upline”**

Shall means a distributor’s sponsor and the distributor’s own Upline.

## **“Downline”**

Shall means a distributor’s own recruited distributor(s) and the Distributor’s recruited distributor’s downline and so forth.

## **“WP”**

Shall mean “World Point”

# **POLICIES & PROCEDURES FOR INDEPENDENT REPRESENTATIVE**

The Company Policies and Procedures define the rights, duties and responsibilities of a distributor. The policies are designed for the purpose of ensuring growth and practical business operations, which all Return Legacy Independent Representatives will abide to fully.

## **PART 1: APPLICATION TO BECOME DISTRIBUTOR**

### **Section 1: Becoming a distributor - Eligibility**

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1. Any individual who is of legal age (18 and above) in Malaysia can apply to be a distributor by completing the Distributor Application Form manually or via e-registration.
2. If the applicant wishes to conduct the distributor business under a partnership and where the partnership consists of more than one partner, then the partnership must state in the Distributor Application Form the name of one partner who is authorized to represent and act on behalf of the partnership.
3. Where permissible by law, if the applicant is a corporation, then the applicant must submit the Distributor Application Form together with its Certified True Copy of the Memorandum and Article of Association and forms 24 & 49.
4. All applications must be sponsored by an existing authorised distributor.
5. An applicant is considered to be a distributor of the Company when the Company accepts the distributor application.
6. The Company reserves the right to accept and reject any application without assigning any reason whatsoever.
7. An applicant must not be an existing agent, representative, employee or spouse of an employee of the Company.
8. All distributorship is single distributorship. A distributor may own or have an ownership interest in only one distributorship.
9. It is against the Company's policy for a distributor to be sponsored under two or more distributorships. Such conduct will result in his/her distributorship being terminated.
10. A distributor is prohibited from submitting any false or inaccurate information to RETURN LEGACY. A distributor shall inform RETURN LEGACY of any changes affecting the accuracy of the distributor's details. RETURN LEGACY reserves the right to immediately terminate any distributorship in the event it determines that false or inaccurate information was provided by the said distributor.

## **Section 2: Husband and Wife as Combined Business Entity**

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1. Husband and wives may only apply to be a distributor as one combined business entity.
2. However, should two existing independent representatives marry they may choose either to resign one independent representative distributorship and relinquish the rights to his or her whole network of distributors and join the other spouse's distributor as a co-business entity or, to keep their respective individual distributors and to operate them separately and distinct from the other.
3. Married couples are allowed to maintain two separate distributorships under the same line of sponsorship provided they are directly sponsored by his/her spouse.
4. In the event of a divorce, the principal signatory on the Distributor Application Form shall maintain the Distributor unless the Company receives a Certified True Copy of a Divorce Decree which orders otherwise.

## **Section 3: Independent Distributor**

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1. An active distributor enjoys the following privileges provided by the Company:
  - a) Purchase Products at Distributor Price;
  - b) Earn retail profits;
  - c) Bonuses (in accordance to Return Legacy Compensation Plan);
  - d) Training
2. A distributor is an independent representative and shall not imply or represent himself/herself as a franchisee, partner, employee, agent or authorised representative of the Company and shall neither have the right to negotiate or conclude any contract on behalf of the Company nor hold himself/herself as having such a right.
3. A distributor may change its status from individual to either a partnership or where permissible by law, a corporation, with proper documentation detailing all owners, partners, shareholders and officers of the business entity. The individual submitting the form must provide adequate documentation verifying that they are authorized to enter into binding contracts for the business entity.
4. When submitting the request for a change of status, the applicant must certify that the incoming partner or if permissible, the Company does not have any interest in the RETURN LEGACY Independent Distributor within six (6) months prior to submission of the form.
5. By signing the Distributor Application Form, he/she hereby fully agrees to be bound by the Terms and Conditions as stipulated in the Policies & Procedures and to comply with the Direct Sales Act 1993.
6. If the distributor is a partnership, the Company reserves the right to approve or reject any change of the distributor's partner(s). If the distributor is a corporation, the Company also reserves the right to approve or reject any change of the distributor's members of the board or its shareholders.
7. All distributors have equal rights to conduct their business anywhere without any territorial exclusivity as long as the Company has established a corporate presence and approval within the said country.

## **Section 4: Surrendering a Distributorship.**

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1. A distributor may resign by giving written notice to the Company.
2. If a distributor resigns, that distributor and his/her spouse, may not apply for a new distributor for at least six (6) months after the notice of resignation has been received by the Corporate Office. All the resigned distributor's downline will then be transferred to his/her immediate upline sponsor.
3. Upon resignation of distributorship, the Company reserve the rights to operate/manage the said active account without any notice to the said resigned/terminate distributor.

## **Section 5: Bonus**

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1. A Distributor is required to maintain a monthly WP exclusively in one (1) country for bonus qualification and commissions overriding. Bonuses are paid according to RETURN LEGACY's Marketing Plan when and where a distributor has maintained the required monthly WP.
2. Bonus periods are calculated on a twice a month basis and paid directly to qualified distributors. It is a computerized online bonus statement and will be generated twice a month to qualified distributors only. The company does not encourage mailing of bonus statements and will not entertain this request.
3. A dispute or discrepancy in the bi-weekly bonus calculation, or claim of non-receipt of bonus, must be brought to the attention of the Company in writing within 15 days from the date the bonus is issued.
4. All bonuses that are offered by the Company are valid and redeemable only whilst the distributor's agreement is in force. The company reserves the right to deduct at any time at any/all the money owed by the distributor to the Company from any bonuses due to his/her distributorship.

## **PART 2: COMPLIANCE AND RESPONSIBILITY OF DISTRIBUTOR**

### **Section 1: Compliance**

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1. The Company reserves the rights to update, amend or delete any clause of these Policies and Procedures hereto without notice to anyone affected by such amendments.
2. All distributors are required to comply with the Policies and Procedures of the Company. The Company may take necessary action should any distributor violates or breaches any of these terms or provisions.
3. The distributor is responsible for bearing all costs and expenses incurred in the conduct of their distributor business.
4. In operating the distributor's business, he/she shall at all times protect and promote the reputation of the Company and the products or services of the Company and shall refrain from all conducts which may be harmful or cause damage to the reputation of the Company or to the marketing of such products/services

or inconsistent with the public interest and shall not engage in any discourteous, deceptive, misleading and unethical practices.

5. It is the responsibility of the distributor to notify the Company in writing if there is a change of address or contact number. This will ensure all distributor's details are kept up to date.
6. Where any of the information declared or stated in the prescribed form is false or misleading or incorrect or the Company has reason to believe that such information in the prescribed form is false, misleading or incorrect the Company shall be entitled to :-
  - a) Terminate the distributorship; or
  - b) Transfer or move the distributor and/or his entire downline or part thereof to a group deemed appropriate by the Company; or
  - c) Suspend the distributor for any period of time; or
  - d) Withhold any bonus, commission, benefits or incentives due or accrued to the distributor; or
  - e) Take any action deemed fit or appropriate by the Company.
7. If any mail is returned, that distributor will automatically be taken off the list and will no longer receive any Company mails until the details of the distributor are corrected or updated.
8. Distributors are encouraged to attend the Company Meetings or Trainings. Appropriate business attire is required at Business Opportunity Meetings and Company Training meetings.
9. Distributor shall not recruit or attempt to recruit an individual without his/her knowledge or recruit or attempt to recruit a non-existent individual (phantom) as a distributor or fraudulently execute a Distributor Application Form on his/her behalf.
10. No unreasonable, misleading, or unrepresentative earnings claims may be made by the distributor, as well as no income guarantees of any kind shall be made.
11. A distributor is personally responsible and accountable for compliance with all applicable local laws and regulations.

## **Section 2: Non-Competition**

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1. The Company strictly prohibits its distributor from joining other direct sales companies or similar trade.
2. Should it be proven beyond reasonable doubt that a distributor has knowingly approached another distributor with the intention of introducing him/her/them into another direct sales company or influence another distributor to leave his or her sponsor and join his/her network, that offending distributor will have his/her Independent distributorship terminated immediately.
3. **Cross-Sponsoring**
  - a) No cross-sponsoring of distributorship shall be allowed. Cross-sponsoring in this context means:
    - I. Signing up an existing distributor from another group.
    - II. Signing up under another sponsor to operate his/her distributorship when his/her distributorship is still valid.
    - III. Allowing other people or relatives to use his/her distributorship to conduct business.



- b) In the event of cross-sponsoring, the following actions shall be taken:
  - I. The distributorship of the distributor who signs up distributor of others group shall be terminated.
  - II. All distributors involved shall be transferred back to their original sponsor.
  - III. If distributor “A” is found to have used other people’s or relative “B’s” distributorship under another group to carry out business; “B’s” distributorship will be terminated and all of “B’s” downline distributors shall be transferred to “A”.
- c) The Company reserves the right:
  - I. To withhold commission/bonus payment of the offending distributor; and/or
  - II. To terminate the offending distributor at the company’s discretion.

### **Section 3: Misrepresentation**

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- 1. Distributor shall not misrepresent the Company’s products and or its Compensation Plan in any manner whatsoever at any time.
- 2. Misrepresentation includes, but is not necessarily limited to the following:
  - a) Making a representation of the Company’s products which are not specifically stated by the Company in its literature.
  - b) Revealing the Compensation Plan to any person without clearly advising them that no remuneration is received solely for enrolling or sponsoring new distributors.
  - c) Revealing the Compensation Plan to any person without clearly advising them that there is no requirement to pay a fee or purchase any products other than the joining fee to become a distributor.
  - d) Stating that any person has made or may make any specific income through the use of the Compensation Plan and/or by the sale of the company’s products whether by specific example, geometric progression, or otherwise. Unless in the same presentation, it is stated that said hypothetical or potential earnings do not constitute typical or average earning, as earnings may vary due to individual efforts, geographical location, timing and many other factors.
  - e) Re-packaging, re-labelling, selling or attempting to sell the Company’s products under any other name, packaging or label.

### **Section 4: Prohibition from Diagnosis**

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- 1. Distributors are prohibited from diagnosing or purporting to diagnose any medical condition or prescribe Distributor products as a specific treatment for any disease or condition (Example: stating the product can “cure”).
- 2. Each distributor shall hold the Company harmless from any claim, damage or liability arising out of the conduct of the distributor business.

## **Section 5: Anti-inventory Loading, Stock Piling or Pyramiding or Dumping of Products**

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1. The Company strictly prohibits the purchase of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or rank advancement in the marketing programme.
2. All forms of stock-piling or pyramiding for the sole purpose of qualifying for bonuses or rank advancement in the marketing program are strictly prohibited.
3. The Company strictly prohibits sales of its range of products through retail stores.

## **PART 3: RULES TO PROTECT DISTRIBUTOR NETWORK**

### **Section 1: Sponsoring**

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1. A sponsoring distributor has the responsibility to assist, train, develop and monitor a distributor whom they introduce, in various aspects of the program. Failure to comply with this responsibility could lead to the termination of the sponsorship.
2. In addition, every person has the initial right to choose his or her own sponsor. If two distributors claim to be the sponsor of the same new distributor, the Company shall regard the first completed application received by the Corporate Office as the controlling sponsor.

### **Section 2: Changing of Sponsors**

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1. The Company prohibits the changing of sponsors, due to the destabilizing effect it can have on the distributor force.
2. If a distributor insists on changing his/her sponsor, he/she can write to RETURN LEGACY to terminate his/her existing distributorship and wait for six (6) months before re-applying for distributorship under a new sponsor. Or, if he/she is an inactive distributor for at least one year consecutively without any sales transaction record. He/she can write to RETURN LEGACY to terminate his/her existing distributorship and re-applying for distributorship under a new sponsor on the next day after the termination.
3. A distributor shall not directly or indirectly encourage, persuade, involve or assist another distributor to transfer to a different sponsor. This includes the act of offering financial or other tangible or intangible incentives or benefits to induce the distributor to terminate his/her existing distributorship and then re-register under a different sponsor. Any distributor found liable to be involved in such practice may result in his/her distributorship to be suspended or terminated immediately.

### Section 3: Death and Inheritance

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1. A Distributor business may be willed.
2. Legal proof of the beneficiaries to the distributor business must be provided to the Company.
3. However, the Company will only recognize one inheritor, be it individual, married couple or business entity.
4. A distributor may appoint any person of the same nationality as his/her beneficiary. If no beneficiary is named in the distributor Application Form, the beneficiary shall be the next of kin. However, if there is a dispute relating to the beneficiary after the death of a distributor, the appropriate court shall decide the beneficiary. RETURN LEGACY reserves the right to suspend any benefits including but not limited to bonuses and commissions until a final decision is made by the Court.
5. A distributor shall not transfer, allocate, or otherwise transfer any right conveyed by under his/her distributorship to any person without the written approval from RETURN LEGACY. A distributor may delegate his/her responsibilities but be and is ultimately responsible for insuring compliance with the applicable laws and regulations.

### Section 4: Suspension & Termination

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1. The Company reserves the right to suspend and terminate any distributor found to have violated and breached the provisions of Policies and Procedures as amended from time to time.
2. The Company may terminate the appointment of a distributor at any time by not less than seven (7) days' notice in the event:
  - a) The distributor breaches any law or regulations governing or regulating direct sales; or
  - b) The distributor breaches any of the Rules and Regulations herein or the Code of Ethics; or
  - c) The conduct and actions of the distributor adversely affects or is likely to adversely affect the interests, image or reputation of the Company; or
  - d) The distributor commits a criminal offence or an act of bankruptcy; or
  - e) In the opinion of the Company the distributor is not a fit and proper person to be a distributor of the Company; or
  - f) Where any statement or declaration in the distributor's application form to the Company contains any false misleading or inaccurate information; or
  - g) Where the Company receives any complaint against the distributor which in the sole opinion of the Company warrants the termination of the distributor's appointment.
3. A distributor is deemed to be in breach of this policies and procedure when his/her Associate engages in any conduct which if the Associate is a distributor, would tantamount to a breach of this Agreement and as such would entitle the Company to exercise its rights under this section.
4. An "Associate" means :

- a) If the distributor is accustomed or under any obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of another person (whether alone or together with others) - that person;
  - b) Any person who controls or is in a position to control, whether alone or together with other person, the distributor.
  - c) It is incumbent on the distributor to prove that the relevant person identified by the Company as an Associate of the distributor is not an Associate of the distributor.
  - d) The Company may suspend a distributor where in the opinion of the Company the distributor has breached or may be in breach of this agreement. The suspension will remain in place until the distributor's breach or alleged breach is rectified to the Company's satisfaction.
5. If a distributor is suspended:
- a) The benefits of the Return Legacy independent distributorship including entitlements (if any) to bonus payments will be deemed to have ceased accruing from the commencement of the week in which his/her breach occurred or is alleged to have occurred (the Effective Date) and where the bonus payments, for the week in which the alleged breach has occurred, have been paid to a distributor, such payment must be refunded to the Company by the pending resolution of the dispute.
  - b) If the breach or the investigation into the alleged breach is waived or resolved (as the case may be) in the distributor's favour, the suspension ceases and entitlements to bonus payments and to benefits of the independent distributorship resume as from the Effective Date.
  - c) If the Company determines that there has been a breach of the Policies and Procedures by the distributor, the Company may terminate his/her appointment as distributor of the Company effective from the date with no entitlement to the benefits from that date.
  - d) The termination of the appointment by the Company will be notified in writing. Notice of termination given by the Company shall be directed to the distributor's last known address as recorded in the Company's records by registered post and shall be deemed to be received the day immediately following dispatch. If that day is Saturday, Sunday or public holiday at the place of receipt, then the notice shall be deemed to be received on the next succeeding general business day at that place.
  - e) In addition, the distributor shall not for a period of three (3) years from the date of such termination recruit or attempt to recruit by any means whatsoever any distributors of the company to join (whether directly or indirectly) another direct or multi-level marketing company.
6. The suspended or terminated distributor is not permitted, either directly or indirectly, from entering into the premises of the Company, purchasing products, holding and attending meeting or incentive trips, to participate in the building, sponsoring or development of any of the Company's distributorships. He/she shall cease to identify himself/herself as the Company's distributor and shall covenant not to influence existing distributor, employees or agents of the Company or its subsidiaries in any manner that may be detrimental, prejudicial, and adverse or which may disrupt the operations or image of the Company.

7. Any distributor whose distributorship has been suspended/terminated shall no longer be entitled to the status of his/her distributorship and all of RETURN LEGACY's compensation plan, benefits and entitlements. The resigned, suspended or terminated distributor shall have no further claims whatsoever against the Company. A distributor who has resigned or been suspended or terminated can reapply for a new distributorship after his/her resignation, suspension or termination subject to the Company's approval.
8. Any person reapplying to become a distributor of the Company shall not lay claim to any of his/her bonuses/incentives, ranks or positions, which he/she enjoyed or held prior to his/her suspension/termination or resignation.
9. Upon resignation/termination of a distributor's appointment, the distributor's downline may be transferred upwards subject always that the Company shall be entitled to withhold or suspend the transfer of the distributor's downline until such time as the Company deems fit or maintain the status quo by substitution of the distributor with a representative assigned by the Company.
10. Upon resignation/termination of distributorship, the Company reserves the rights to operate/manage the said account without any notice to the said resigned/terminated distributor.
11. For distributor disputes, the Company reserves the right to call upon an independent Board of inquiry to investigate into any disputes or breaches of policy by any distributor. The Board's decision shall be final and no appeals shall be entertained.
12. The Company may at any time apply any part of any amount owing (whether payable or not) to the distributor by the Company, including, but without limitation bonus, in or towards satisfaction of any debts or money owing by the distributor to the Company.
13. The Company reserves the right to claim damages from the suspended or terminated distributor if he/she is in breach of the Rules & Regulations or has participated in any other actions that may cause losses in terms of financial or otherwise to the Company.

## **Section 5: Trademark, Advertisement & Copyrighted Materials**

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1. Trademark
  - a) Apart from printed materials that the Company may supply and/or sell to distributors, a distributor should not use the name of the Company, its logo, trademark(s), and/or other representation of the Company without prior written approval of the Company. Upon expiration, suspension/termination of a distributorship, the affected distributor:
    - I. Shall discontinue the use of all the Company's logo, trademark(s), and/or any other representations; and
    - II. Shall not use any name, sign, label, stationery, products name, copyrights, designs and/or any printed material related to any of the Company's products.

- b) Distributor may not register or use any of the Company's name(s), trademark(s), logo(s) or product name(s) in any website, URL (Uniform Resources Locator) address, Domain name, electronic media advertising or other forms of advertisement.

## 2. Advertisement

- a) Distributor shall not advertise the Company's products and/or its compensation plan without the prior written consent of the Company except by use of the exact language used in the Company's printed materials.
- b) Distributor shall not duplicate, reprint or personalized any/all Company official literature and materials without prior written approval from the company. Any/all privately produced promotional materials must be approved in writing by the Company prior to its publication.
- c) All products of the Company shall be marketed and sold in its original form and packing. Distributor shall not alter, relabel, repackage, re-bundle, unbundle, sell in loose form, or otherwise change any of the Company's products or sell any product under any names or labels other than that authorised by the Company.
- d) Distributor shall obtain prior written approval from the Company prior to selling, participating and displaying Company's products at trade shows/conventions.
- e) Distributor shall obtain prior written approval from the Company before participating in any media interviews, respond to any media inquiries and promote product or opportunity through any news report or trade industry publication.

## 3. Copyrighted Materials

- a. The Company copyrights all of its printed materials, sales aids, tapes etc in order to prevent others, particularly competitors, from copying, altering or duplicating such printed materials or sales aids.
  - b. Any distributor who wishes to use the Return Legacy name, trademarks or copyrighted materials must obtain approval from the Company by submitting to the Company, at least 14 days prior to intended publication. All submissions must be made in writing.
  - c. All Return Legacy materials, whether printed, on film or produced by sound recording are copyrighted and are NOT to be reproduced in whole or in part by distributors or any other person except as authorized by the Company.
  - d) Distributor shall only use literature produced by the Company. Literature that has been photocopied is not Company approved and is not permitted.
4. A distributor is ONLY authorized to use of Return Legacy trade/service marks on the company's designated name card, signboard and etc is when the distributor identify himself/herself as an INDEPENDENT DISTRIBUTOR OF RETURN LEGACY.
5. Distributors, as independent contractors, are fully responsible for all verbal and written statements made regarding the Return Legacy products and/or the marketing program, which are not expressly contained in materials supplied by the Company.

## Section 6: Pricing

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1. Distributors must sell and distribute products according to the distributor or retail prices. No price undercutting is allowed. The Distributor understands and agrees that any attempt by distributor to sell products, whether directly or indirectly, at a price lower than the distributor price or over than the retail price will result in the Company imposing a penalty of a sum of up to **RM10,000.00** per product payable by the Distributor in breach upon demand from the Company and suspension with immediate effect in accordance to Part 3, Session 4 herein.
2. Under-pricing or over-pricing in the above context means:
  - a) All products of the Company shall be sold at the price prescribed or approved by the Company. No distributor is allowed to raise or lower the price of any products.
  - b) No distributors are allowed to carry out their own promotion unless with prior written approval from the Company.
  - c) Products obtained during promotions or with purchase offers shall be sold at the price prescribed or approved by the Company.
  - d) Distributor is not allowed to instigate, encourage, indulge and teach downlines to obtain bonus rebate/refund of commission in order to be more competitive in pricing.
  - e) Distributor is not allowed to purchase/sell to the staff of the Company and vice versa.

## Section 7: Suspension and Termination of Bonuses, Incentives and Benefits

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1. RETURN LEGACY reserves the full and absolute rights, at any point of time, to withhold or suspend or terminate a Distributor's benefits including but not limited to bonuses, incentives, commissions, benefits, entitlements, etc., in the event:
  - a) A Distributor who is currently in the process of due inquiry conducted by RETURN LEGACY for allegedly violating any provisions of the RETURN LEGACY Distributorship Policies and Procedures, Code of Conduct, Marketing Plan or any of its policies; or
  - b) A Distributor who has been found liable by RETURN LEGACY for violating any provisions of the Distributorship Policies and Procedures, Code of Conduct, Marketing Plan or any of its policies; or
  - c) Pending the finalization of transfer of the distributorship to the beneficiary; or
  - d) Any other causes/reasons deem necessary and fit by RETURN LEGACY.

## **PART 4: PRODUCT WARRANTY**

### **Section 1: Cooling Off Period**

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1. Direct Sales and Anti-Pyramid Scheme Act, 1993, a cooling off period of ten (10) days will be given to the customer in deciding to purchase the products/service. During cooling off period, the customer can change his/her mind as to whether he/she wishes to return the products to the seller. No down payment must be collected and no delivery of the products during this period.
2. Where the sale of the Company's products is of a value of RM300 or more, the distributor must ensure that the contract of sale is in writing and shall contain immediately above the place provided for signature of the purchaser the statement " THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF TEN WORKING DAYS " printed in upper case in type not smaller than 18 points and shall ensure that the contract is signed by both the distributor and the purchaser and immediately thereafter the distributor must give a duplicate copy of the contract to the purchaser together with a notice informing the purchaser of his right to rescind the contract before the expiry of the cooling-off period aforesaid and a notice in the format prescribed by the Direct Sales and Anti-Pyramid Scheme Act, 1993. In addition, the products may not be delivered and no payment may be collected from the purchaser during the Cooling-Off Period.
3. Notice of Waiver :-  
Should a customer require the product or service earlier than the cooling off period of 10 working days, he/she can serve a Notice of Waiver after 72 hours has lapsed from the time the Sales Contract was signed. Upon receipt of the Notice of Waiver, the seller can deliver the products and collect the payment accordingly.

### **Section 2: Exchange Policy**

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1. **Exchange Policy (Applicable to Distributor & Retail Customer)**
  - a) Product purchased cannot be returned in order to refund cash.
  - b) If for any reasons distributors/retail customers are not completely satisfied with the products [compliance with Rule d], distributors may return them within 30 days of purchase for an exchange.
  - c) Product may only be returned to exchange for different product with similar or higher value. If the product replaced is of higher value, the distributor must pay the difference in cash. The differences of WP for the replaced product will not be adjusted to the said distributor account.
  - d) The products returned for an exchange must be in good condition, usable, resellable, unopened, sealed, unaltered and have not expired (at least 12 months shelf life).
  - e) The distributor must fill in the Product Return/Exchange Form and attach with the relevant tax invoices. The product return/exchange is subjected to the approval of the Company. The Company reserves the right to reject the return/exchange if the return/exchange does not adhere to the exchange policy and not satisfied with the documents submitted.



- f) This return/exchange policy is not applicable to the non-WP items/products, such as Marketing Material & Sales Kits Material.
- g) The product return/exchange policy is bound by the latest guidelines set out by Return Legacy Sdn. Bhd.

### **Section 3: Return / Exchange (Defective or Damaged upon receipt)**

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1. Any distributor who received products which may have been damaged in transit; damaged due to manufacturer's fault or were incorrectly shipped should notify the Company within 14 days from the date the products received.
2. Upon receiving a complaint, the Company will investigate the complaint and if the complaint is reasonable, the Company will provide the distributor with a replacement of the product and also bear for the re-shipping cost.
3. However, intentionally damaged products and mishandled stocks are not included in this policy.
4. The Company will not ship any replacement products unless the said damaged products/stocks, a copy of the Product Return/Exchange Form and proof of purchase receipts (Tax Invoice/Delivery Order) had reached the Company and return/exchange is subjected to Company's approval.

#### **Instructions and procedures for claiming Return / Exchange of defective products as below:-**

1. All products for return/exchange must have at least a 12-month shelf life before its expiry date.
2. Product consumption for all the return/exchange must contain at least 80% unconsumed/unused.
3. No replacement shall be made if the return/exchange product consumption has consumed more than 20%.
4. Return Legacy will not accept any return/exchange for any product which is no longer available or discontinued.
5. The distributor must inform the Company and attach the following documents before returning the products:
  - a) Product Return/Exchange Form
  - b) Reasons and product quantity for the return/exchange
  - c) Copy of Tax Invoice/Delivery Order
  - d) Photos of the Products to be returned
6. Return Legacy reserves the right to approve or reject this return/exchange.

## Section 4: Buy Back Policy

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1. The Direct Sales Act, 1993 requires all distributors to produce their Sales Receipts to the Company as evidence that legitimate sales are made to legitimate consumers in order to receive bonus payments.
2. When making a purchase of Return Legacy products, each distributor must confirm to have supplied to or received orders from customers and/or consumed at least 70% of Return Legacy products previously purchased and supplied. In Return Legacy's Compensation Plan, there is no requirement for inventory loading and therefore all distributors should only purchase a reasonable quantity of products to service their customers or for personal consumption.
3. In the event after such an assurance, a distributor may still have some substantial amount of unsold Return Legacy product(s) at hand which were purchased within a 3-month (90 days) period and still in a re-saleable condition, the distributor may return the unsold, re-saleable stocks to the Company for a full credit towards the exchange of another product(s) through the Company's buy-back Policy. No WP shall be given for such buy-back stocks. A Product Exchange & Return Form and purchase receipt (Tax Invoice) must be submitted with the unsold, re-saleable product(s) to the Company as a proof of purchase.
4. If a distributor requests a full refund of money for the unsold, re-saleable product(s), such request shall be deemed an intention to resign from his/her Independent distributorship with the Company. In this case, the Company shall accept the product return through its Buy-Back Policy, and make a full refund at distributor price, less all bonuses and incentives paid to the resigning distributor. The Company shall also deduct all the bonuses paid from all upline sponsors and who received payment of incentives/bonuses on the returned product(s).
5. Re-saleable condition means unused/unopened product(s) with the seal intact, good labels; un-spoilt packaging; and reasonable balance of expiry date which other distributors are still willing to purchase.
6. 10% of distributor/retail customer price will be deducted for administration cost of products returned.
7. Refund for the returned products would be released 1 month after finalizing the return.

## **PART 5: ORDERING AND SHIPPING PROCEDURE**

1. All products can be purchased directly from the Company or by way of online purchase.
2. Proprietary rights to the product will only pass from the Company to the customer upon the Company's receipt of full payment by the distributor and acceptance of the purchase order by the Company.
3. All Sales Sponsoring Aids sold by the Company does not carry any WP and does not count towards any bonus computation.
4. The Company will accept orders:
  - a) Through Return Legacy online purchase system or
  - b) In person at Sales Counter at Corporate Office.

**Important: Always insists on getting your distributor Tax Invoice whenever you make any purchase.**

5. Do not send cash. If a distributor chooses to do so, he/she will do so at his/her own risk as the Company cannot guarantee any receipt of payment.
6. Payment may be made by:
  - a) Cash (if the purchase is made at the Sales Counter). No cheque payment is accepted;
  - b) Online Transfer (GIRO); or
  - c) Credit Card (Visa / MasterCard / Debit Card).
7. Deposit of funds can be made to the following bank account:

Banker : **Maybank Berhad**  
Account Name : Return Legacy Sdn. Bhd  
Branch : Giza Mall, Kota Damansara  
Account Number : 512754516177

Banker : **Public Bank Berhad**  
Account Name : Return Legacy Sdn. Bhd  
Branch : Giza Mall, Kota Damansara  
Account Number : 3189825535

Banker : **CIMB Bank Berhad**  
Account Name : Return Legacy Sdn. Bhd  
Branch : The Strand, Kota Damansara  
Account Number : 8006993832

8. All back orders must be collected personally at the Sales Counter. Proof of purchase must be produced when claiming back-orders.

**Note: All distributors have the right not to make a back order purchase if they choose not to do so.**

9. Delivery Orders:
- a) All online orders received from Monday to Friday before 12:00 midnight will be processed on the next working day and will be delivered within 3 to 7 working days except outskirts areas. Orders will not be sent or delivered to a P.O. Box address.
  - b) The Company shall attempt a maximum number of two (2) deliveries to your address per order and in the event, you or your representative are unable or shall fail to receive the parcel at both attempts, the parcel shall be returned to the Company's Sales Counter. Any redelivery attempts thereafter or change of delivery address shall incur a reshipment fee to be paid by the distributor before the said redelivery attempt. All parcels returned to the Sales Counter shall be retained for a maximum duration of three (3) months from the date of the purchase order. Any parcels not claimed or retrieved after the expiry of three (3) months are deemed to be forfeited.
  - c) When "self-collect" is to be made by you and you fail or neglect to collect any products and/or Marketing Material & Sales Kits Material purchased from the Company within three (3) months from the date of purchase, the "self-collect" products and/or Marketing Material & Sales Kits Material is deemed to be forfeited after the aforesaid period of three (3) months has elapsed.
  - d) The Company reserves the right to revise the shipping and handling charges from time to time.
  - e) Distributor shall check on the Tax Invoice/Delivery Order when an order is received.
  - f) If an item is missing or dented from an order and there is not back order, please email or contact/call the Customer Service Department within 14 working days.
10. All distributors should check their order or goods are correctly stated in the Tax Invoice/Delivery Order and are in order BEFORE leaving the Sales Counter and notify the Customer Service Department of any missing items.
11. Upon receipt of an order according to the Tax Invoice/Delivery Order details, the distributor must sign on the Tax Invoice/Delivery Order to acknowledge full receipt. The Company will not be responsible for any discrepancy claims made after the distributor has left the counter.
12. Any requirement to return any product(s) and/or sales aid to the Corporate Office, please contact the Customer Service Department before returning the goods.

## **PART 6: USE OF INTERNET / WEBSITE**

1. Distributors may create a personal home page to provide and share information on their business and themselves with friends and downlines.
2. Distributors' website must be pass code protected. Such pass codes must not be easily determined by uninvited individuals seeking entrance.
3. Use of the website or any broadcast communication methods, including mass mailing, telemarketing, national or international advertising through radio, television, facsimile services, computer communications network or any other means by which person to person contact is not present, as a channel for the dissemination of mass communication or information whether in graphic, printed or audible form with the purpose of offering business opportunities, securing customers, selling or to promote the sales of products, or the sales or offer for sale of business support materials by Distributor is prohibited.
4. Distributors are prohibited from using the website for sending, transmitting or otherwise communicating of any unsolicited e-mail messages to persons with whom the Distributor does not have a pre-existing personal or business relationship.
5. Website's content must comply with Return Legacy's and must contain a privacy statement that is consistent with local laws.
6. Websites are not to be operated and maintained in compliance with all Malaysia laws, regulations and codes and there shall be no unauthorized use of intellectual property rights of others.
7. Distributors shall not without the written consent of Return Legacy, use Return Legacy's intellectual property including trade or service marks or any variations likely to cause confusion with Return Legacy's trade or service marks in their website addresses or e-mail addresses including a meta tag or other site locator.
8. Distributors shall not make any representations in their websites that express or imply in any manner to guarantee success in any aspect of the Return Legacy Business Opportunity.
9. Any advertising online pertaining to the Company's products, campaigns and promotions shall be published upon obtaining prior written approval from the Company.

## **PART 7: INDEMNITY**

1. The distributor shall indemnify and keep the Company indemnified against all costs, claims, fees (including legal fees on a solicitor's client basis in the event of court action) and expenses incurred by and/or made against and upon the Company by any person due to any breach or violation of the policies and procedures contained herein.
2. The distributor shall at all times indemnify and keep the Company indemnified against all summons, action, proceedings, claims and demands, costs, damages, losses, liabilities, penalties, fines and expenses which may be imposed by any relevant appropriate authority or which may be levied, brought or made against or which it may pay to sustain or incur by reason of any act or omission of the distributor in conducting its distributor business.

## **PART 8: RIGHTS OF RETURN LEGACY**

RETURN LEGACY reserves the full and absolute rights, at any point of time, even without any prior notice to change, vary or amend or modify the RETURN LEGACY Distributorship Rules and Regulations, Code of Conduct, RETURN LEGACY Marketing Plan and any of its policies and to withdraw or suspend or terminate the distributorship of any Distributor or person as and when necessary.

## **PART 9: ENGLISH VERSION SHALL PREVAIL**

In the event of doubt as to the true meaning concerning this RETURN LEGACY distributorship Rules and Regulations, or any portion thereof in relation to its translated versions, the English version shall prevail.