

Direct Credit of Commissions Form

Young Living Essential Oils (Australasia)
Pty Ltd ABN 94 085 543 979
PO Box 7707
Baulkham Hills BC, NSW 2153



MEMBER SERVICES

PHONE 02 8604 5600 / 1300 28 9536
EMAIL custserv@youngliving.com.au
WEB YoungLiving.com.au

DIRECT CREDIT OF COMMISSIONS REQUEST

PLEASE COMPLETE THIS FORM DIGITALLY OR PRINT AND WRITE CLEARLY IN CAPITALS USING BLACK PEN.

All Young Living commissions are deposited directly into your nominated bank account. Please complete this form and email to custserv@youngliving.com.au

Membership name (required)		First name (required)		Surname (required)	
Co-applicant or business name (optional)			Membership number (required)		
Home phone no. (required)			Mobile no. (required)		
Street address (P.O. Box fine)					
Suburb		State	Postcode	Email	

ARE YOU CERTAIN OF THESE DETAILS?

If not, please verify with your bank prior to completing/remitting the form to us. Young Living will not replace your funds if you provide incorrect information and funds cannot be retracted from the party who received them. In addition, a \$25 administration fee will apply.

Bank Account Details:

I/WE request that monies due to us in respect of monthly Young Living commissions be paid by Young Living Essential Oils (Australasia) Pty Ltd into my/our account conducted with:

Name of financial institution

Address of your branch

BSB Account Number Account Type Cheque Savings

The below bank account name must match your Young Living membership name.

For example, if your Young Living membership is in a business name, the bank account must be in that business name. If the membership is in the name of two individuals, both individuals must be listed in the bank account name.

Bank account name

Please tick if you would like all your existing commissions on your Young Living account transferred into your above nominated bank account.

Signatures of ALL INDIVIDUALS ON THIS MEMBERSHIP are required.

Signature (1) _____ Date _____ Signature (2) _____ Date _____

I/WE the above signed acknowledge that this Direct Credit arrangement may be cancelled at any time by either party. At least seven (7) days notice is required by the member. After the cancellation has been processed, a credit will remain on the member's Young Living account until another Direct Credit of Commissions form is completed. If Young Living needs to cancel the arrangement for whatever reason, Young Living will endeavour to provide reasonable notice but reserves the right to cancel without notice.

Please be aware that all commissions are paid into the nominated bank account. If a Direct Credit of Commissions Form is not completed then credit will be held on the member's Young Living account.

Please allow 4 days for processing. Refer to Policies for more info about commissions. Young Living is not liable for any delays in transmission of data between banks.

MEMBER AGREEMENT

1. Applicant hereby applies to be a Member in the Young Living Essential Oils (Australasia) Pty Ltd ABN 94 085 543 979 {also encompassing Young Living, YL and YLEO} Network Marketing Program. If this application is approved by YLEO, the Applicant agrees to the terms of the Application & Agreement and to be an independent Member for YLEO. Applicant confirms that he/she is at least 18 years of age and can be bound by the terms of this Agreement, the Compensation Plan and Policies and Procedures. The Agreement, Compensation Plan and Policies and Procedures may be modified from time to time by YLEO and Applicant agrees to be bound by such changes so long as Applicant remains a Member or accepts commissions, products or payments of any kind from YLEO. Applicant further confirms that he/she is not currently a YLEO Member nor has he/she been a YLEO Member during the six months preceding the date of this application.
2. YLEO may approve or reject this application at its sole discretion and for any reason in accordance with YLEO Policies and Procedures in effect now or in the future. Approval of this application by YLEO is YLEO's authorisation for Applicant to be a Member and sell YLEO Products. The authorisation to be a Member and to sell YLEO Products will continue for an indefinite period unless:
 - (a) Applicant's account becomes terminated. Refer to the current Policies for information about maintaining active account status. A new Application & Agreement is required to reactivate as a Member;
 - (b) YLEO cancels the agreement because of a violation of terms of the Agreement, Compensation Plan or Policies and Procedures; or
 - (c) Applicant cancels agreement by written notification to YLEO. If Applicant's cancellation is received by the Australian office within 30 days of the date it is signed, on request YLEO will refund all monies paid for fees or materials, less postage costs, provided items are returned in good condition within the same 30 days.
3. This Agreement does not establish an agency, joint venture nor employer/employee relationship. Applicant and YLEO agree that this Agreement does not create a fiduciary relationship between them. Applicant acknowledges that he/she is an independent Member and is not a spokesperson, legal representative nor employee of YLEO or any member of the YLEO Network Marketing Program. Applicant acknowledges that he/she cannot obligate or otherwise bind YLEO to any agreement or duty. Applicant agrees to assume the responsibility for all taxes coming due or arising from his/her activities as a YLEO Member. In addition, Applicant agrees to abide by all state and federal laws pertaining to the sale and distribution of YLEO Products, including the filing of any documents or forms. Applicant indemnifies and agrees to hold harmless YLEO, its officers, directors, employees and agents against any liability, claims, obligations, expenses (including legal fees) or other damages arising out of any representations made by him/her (or Applicant's agents, employees, lawyers) in connection with YLEO Products and not in accordance with this Agreement and YLEO Policies and Procedures.
4. YLEO authorises Applicant to enrol other Network Marketing Program Members (YLEO Members) in accordance with YLEO Policies and Procedures. Applicant agrees to train and supervise any YLEO Member that Applicant enrolls.
5. Applicant agrees not to make ANY claims regarding amount of potential earnings. Applicant agrees not to make ANY claims that state or imply that earnings can be based on the sole activity of sponsoring other YLEO Members. Applicant further agrees not to make ANY claim that states or implies that YLEO Members have exclusive territories.
6. **PRIVACY:** As a Young Living member, your upline Members are available to assist you with ordering, product knowledge and business/marketing support. Only your uplines may obtain your contact information, and solely in the interests and goodwill of providing support to you related to Young Living matters. Young Living respects the privacy of its Members at all times, and your contact information is NOT disclosed outside of this, unless with your permission or disclosure is required by law.
7. This Agreement cannot be sold nor assigned without the written approval of YLEO. All successors in interest or assigns must comply with all terms of this Agreement.
8. As a Young Living Member I agree to abide by the DSA Code of Practice found at DSA Code of Practice on the DSA website. www.directselling.org.au
9. All YLEO Products purchased by Applicant are subject to warranties and disclaimers to these products at the time of purchase. Applicant acknowledges that YLEO Products may not be marketed unless he/she agrees to (a) NOT make diagnoses of medical conditions; (b) NOT make claims that YLEO Products will prevent, treat, cure or mitigate any disease or disease condition in humans or animals; (c) NOT use pictures, graphic displays or other written materials or make any claims about YLEO Products not contained in official Australian YLEO sales and promotional literature; (d) NOT make any claims about YLEO Products that can be construed as a drug or health claim.
10. Applicant will qualify for commissions provided that Applicant has no more than 30% of previously ordered product on hand before re-ordering and fulfils the requirements of the Compensation Plan. Applicant must also pay for the products or services he/she orders prior to the invoice due date. If Applicant fails to pay for the products or services on or before the due date, Applicant authorises YLEO to withhold the proportionate amounts from the Applicant's Commission and Bonus payments, or charge the amount to credit card accounts against which Applicant has authorised YLEO to make charges or deductions. If payments remain outstanding, Applicant acknowledges and agrees that YLEO at its sole discretion may withhold future commissions, bonuses, place Applicant's account on inactive status, and/or cancel Applicant's Network Marketing Program membership. Any losses of commissions or bonuses due to delays in payment, agreements, orders or other necessary documents or information remain the sole responsibility of the Applicant.
11. Applicant acknowledges that YLEO Product names as well as the YLEO corporate name and logo are the exclusive property of YLEO, Inc. Applicant agrees not to use the YLEO Product names, corporate name or logo without written authorisation from YLEO. Applicant further acknowledges that the YLEO Downline Genealogy Reports, Policies and Procedures Manual, and Compensation Plan are YLEO proprietary property and contain confidential business information. Applicant agrees not to use the information contained in those Reports except to develop his/her YLEO business and not to compete with YLEO. Applicant agrees not to disclose the information contained in those Reports to third parties or to recruit, solicit or otherwise engage other YLEO members to participate in other business ventures.
12. Applicant acknowledges that YLEO is not liable for any damages nor losses caused by the delay or inability to manufacture, sell or deliver its products due to labour strikes, accidents, fire, flood, acts of civil authority, acts of God, or from any other causes that are beyond the control of YLEO.
13. This Agreement shall be interpreted and construed in accordance with the laws of the State of New South Wales applicable to contracts to be performed therein. In the event any court of competent jurisdiction shall declare any portion of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated thereby, but shall remain in full force and effect.
14. This Agreement constitutes the complete and final agreement between YLEO and Applicant as to the matters set forth herein, and no party shall be bound by any term, condition or representation, oral or written, not set forth herein except to the extent incorporated in this Agreement. This Agreement may be modified only by an instrument in writing signed by all the parties.
15. The waiver by Applicant of YLEO of a breach of any provision of this Agreement shall not be considered to be a continuing waiver and shall not operate or be construed as a waiver of any subsequent breach by either party. Waiver of any term of the Policies and Procedures must be in writing and signed by an authorised officer of YLEO.
16. 10 Business Day Cooling Off Period: Young Living Essential Oils (Australasia) Pty Ltd stands behind its products and Business Plan. If you are not satisfied with your purchase for any reason, return the product to your point of sale within 10 business days of purchase to exchange for an equivalent price product, or for a full refund of your purchase price. This Satisfaction Guarantee is in addition to the Young Living 30 days warranty allowing customers to return unused product for a full refund of purchase price less shipping charges.