

New Zealand Member Application & Agreement Form

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



MEMBER SERVICES

PHONE 0800 NZ YLEO / 0800 69 9536
EMAIL custservnz@youngliving.com
WEB YoungLiving.co.nz

Application Information

First name (required)	Surname (required)		
Co-applicant or business name (optional)	Do you speak Mandarin or Cantonese? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Home phone no. (required)	Mobile no. (required)		
Street address (PO Box fine)			
Suburb	City	Postcode	Email

Shipping Information Same as above

Street address (PO Box fine)	Suburb	City	Postcode
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Account Access Information

Password (8-12 characters/alphanumeric)	PIN (4 digits)
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Sponsor (direct upline and may also be the same as your enroller)

Enroller (person responsible for introducing and enrolling you in YL)

First name (required)	Surname (required)	First name (required)	Surname (required)
Member no. (required)		Member no. (required)	

All commission payments will be made payable to the membership name only and it is your responsibility to ensure you have suitable banking arrangements for the membership name.

IF YOU HAVE A NZBN, please complete every section. Any omission or errors could delay processing.

REGISTERED NAME for NZBN (if business name, must match the business name you wrote above): _____

My NZBN is:

GST Registered: YES NO

REACTIVATING Member No. _____ **CONVERTING** to distributor? Member No. _____

By signing below, I acknowledge that I have read and agreed to the terms and conditions on the back of this agreement and that I have read and understood and will abide by the Young Living Policies and Procedures. I understand that each time I order, I may only have on hand a maximum of 30% of previously ordered product.

Please submit this form together with your required joining order of the Basic Starter Kit or Premium Starter Kit and products of your choice.

x _____ / /
Applicant signature (required) Date

x _____ / /
Co-applicant signature (only required if application has a co-applicant) Date

MEMBER AGREEMENT

1. Applicant hereby applies to be a Member in the Young Living Essential Oils (Australasia) Pty Ltd ABN 94 085 543 979 (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. In the event of inconsistency between this Agreement, the Compensation Plan and Policies & Procedures, the following order of precedence will apply: first, the Compensation Plan, second, the Policies & Procedures, and third, this Agreement.
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 & Procedures 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 YLEO or him/her (or Applicant's agents, directors, shareholders, officers, contractors, employees, lawyers) in connection with YLEO Products and in a manner that is 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 as directed by YLEO from time to time.
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. We may disclose your personal information to related companies and third party service providers. Please see the NZ Privacy Policy for full details.
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.dsanz.co.nz/code.html
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 or sold unless the Member 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 New Zealand 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 on or 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 New Zealand. 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.