

BRAND FOUNDER POLICIES AND PROCEDURES (U.S.)

EFFECTIVE DATE: January 01, 2020

PLEASE NOTE:

*If there are questions regarding any of the following Policies and Procedures, please contact
Contact@Elva.Live*

SECTION 1: THE COMPANY

Elva, L.L.C. (“Elva” or the “Company”) is a website for designers to retail their merchandise through.

SECTION 2: POLICIES AND PROCEDURES INCORPORATED INTO CONSULTANT AGREEMENT

These Policies and Procedures, in their present form and as amended from time to time at the sole discretion of Elva (the “Policies and Procedures”), are incorporated into and form an integral part of the Brand Founder Agreement, which sets forth Elva and each Brand Founder’s legal rights and obligations. Throughout these Policies and Procedures, where the term “Brand Founder Agreement” is used, it refers to the legally binding agreement between Elva and each Brand Founder, consisting of (i) a properly completed and submitted Brand Founder Application that has been accepted by Elva; (ii) these Policies and Procedures that are incorporated into and form an integral part of the Brand Founder Agreement. In the event of any conflict between the applicable Brand Founder Application, on the one hand, and these Policies and Procedures, on the other hand, these Policies and Procedures shall control. It is the responsibility of each Brand Founder to read, understand, adhere to and ensure that she or he is aware of and operating under the most current version of these Policies and Procedures.

Elva may amend these Policies and Procedures and thereby amend the Brand Founder Agreement at its discretion. Amended provisions can apply retroactively to conduct that occurred prior to the effective date of the amendment(s). Brand Founders’ continued participation in the Program following the effective date of the amended Policies and Procedures constitutes acceptance of any changes or additions.

SECTION 3: BECOMING A BRAND FOUNDER

3a. To become a U.S. BRAND FOUNDER, one must:

- be 13 years of age or older;
- complete and submit a Brand Founder Application that is accepted by Elva;
 - be authorized to run a business, and have an address to which correspondence and other items may be sent, in the United States, and the District of Columbia, Puerto Rico.
 - provide a valid email address not already associated with another Elva account, and valid credit card.

3b. Service Status:

Brand Founders shall not be treated as employees of Elva for any purpose including, without limitation, for federal, state or local tax purposes or for retirement or unemployment benefits. Brand Founders are not entitled to the benefits that Elva may make available to its employees. Except to the extent necessary to comply with legal requirements and/or to protect the Company’s intellectual property and reputation, Elva does not exercise control over the manner or means by which Brand Founders sell their products. Brand Founders are not, and shall not represent themselves to be, employees, agents or representatives of Elva or purchasers of a franchise. Any agreement between Elva and a Brand Founder does not create an employee/employer relationship, agency, partnership or joint venture between Elva and such Brand Founder.

Consultants have no authority (expressed or implied), and shall not represent that they have any authority, to bind Elva to any obligation, contract or agreement. Brand Founders shall establish their own goals, hours, place of business and methods of sale, so long as they comply with the Brand Founder Agreement. Brand Founders are solely responsible for all decisions made and all costs incurred with respect to their Brand Founder Agreements. All Brand Founders assume all entrepreneurial and business risk in connection with their Brand Founder Agreements. Brand Founders are responsible for obtaining any state or local licenses, permits and other governmental approvals applicable to her or his business, including qualifications to transact business in states other than her or his domicile.

3c. Eligibility:

Elva reserves the right to accept or reject any Brand Founder Application, for any reason at its sole discretion, to the extent permitted by law. Without limiting the generality of the foregoing, Elva reserves the right to reject any Brand Founder Application, if Elva determines in its sole discretion that its acceptance of a Brand Founder Application would result in any actual or potential conflict of interest or would call into question the usage of a Brand Founder.

3d. Brand Founder Information:

Each Brand Founder is responsible for keeping her or his Brand Founder Information up to date and accurate, and must immediately update any changes in her or his account. It is particularly important that a Brand Founder provides Elva with her or his current email address, since email is one of the primary ways Elva will communicate with the Brand Founder. By agreeing to these Policies and Procedures, the Brand Founder consents to receiving emails from Elva. Each Brand Founder may modify her or his Brand Founder Information.

3e. Business Entities/Change in Consultantships:

A Brand Founder may transfer her or his account to a corporation, limited liability company, partnership or trust.

A corporation, limited liability company, partnership of any nature or trust is referred to in these Policies and Procedures as a "Business Entity."

All Beneficial Owners of a Consultantship that is a Business Entity shall be jointly and severally liable for, and shall indemnify and hold harmless Elva from and against, any breach of the Brand Founder Agreement by such Business Entity or any indebtedness or other obligation to Elva of such Business Entity.

A Brand Founder that is a Business Entity may not use any trade name, business name or DBA that includes any Elva Trademark.

3f. Actions of Household Members, Employees, Agents, etc.:

Each Brand Founder is responsible for the actions of her or his immediate household members, except for children over the age of eighteen (18). Each Brand Founder is also responsible for the actions of the Brand Founder's employees, contractors and agents, and each Brand Founder that is a Business Entity is responsible for the actions of its owners, officers, directors, employees, contractors and agents. If any such household member or such owner, officer, director, employee, contractor or agent engages in any activity which, if performed by the Brand Founder, would violate the Brand Founder Agreement, including a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Brand Founder and Elva may terminate the account and/or seek other appropriate remedies against such Brand Founder as detailed in the Brand Founder Agreement. In appropriate circumstances, Elva may elect to first provide notice to the Brand Founder allowing her or him time to cure the breach, prior to taking further action.

3g. Consultant Agreement Renewal:

A Brand Founder Agreement commences on the date of activation and must be renewed on an annual basis, to keep the account active.

3h. Income Taxes:

Each Brand Founder is responsible for paying all local, state, federal and other taxes on any income derived from the sale of the products, and any payments or other monetary or non-monetary compensation under this Agreement.

SECTION 4: BRAND FOUNDER BUSINESS PRACTICES

4a. Ethical Marketing:

Brand Founders shall safeguard and promote the good reputation of Elva. Brand Founder shall at all times conduct their business practices in a manner that reflects favorably on Elva and the good name, goodwill and reputation of Elva. Brand Founders shall not engage in deceptive, misleading or unethical conduct or practices that are or might be detrimental to Elva, employees of Elva, or the public, including, without limitation, disparagement of Elva. Brand Founders shall comply with all laws, rules, regulations and governmental requirements applicable to the operation of their business and performance under this Agreement, including the marketing, promotion and sale of their products. In addition, Consultants shall: (i) not publish or use any misleading or deceptive advertising material regarding their products; (ii) honor any satisfaction guarantee they set forth; (iii) not make any statements, representations, guarantees or warranties regarding their products.

4b. Disparaging Remarks:

Elva strives to provide the best support of the business for each and every Brand Founder. Accordingly, we value constructive comments and input from Brand Founders. However, by becoming a Brand Founder for Elva, and in exchange for the opportunity to use Elva, Brand Founders agrees not to disparage Elva, in any regard.

4e. Original Merchandise:

Brand Founders can only sell products of their original designs. Selling products created by another person or entity could result in termination.

4f. Plagiarism:

Brand Founders are not permitted to imitate designs of products created by other Brand Founders. If Elva deems plagiarism has been conducted by a Brand Founder, Elva reserves the right to terminate the Brand Founder Agreement.

4g. Copyrights and Trademarks:

Brand Founders are responsible for copywriting or trademarking their own merchandise, products, and all associated materials. Elva does not hold responsibility for any plagiarism or violation of existing copyrights or trademarks conducted by a Brand Founder against a person or entity not associated with Elva .

4h. Professional, Lawful and Ethical Conduct:

Brand Founders are expected to conduct themselves in a professional, lawful and ethical manner, at all times, and not to engage in any activity that could damage the Company's good reputation, unlawfully interfere with any other Brand Founder, or otherwise create legal liability for Elva or for others who participate in the service. While it is not possible to provide a comprehensive list of behaviors that fall outside the level of professional, lawful and ethical conduct expected of Brand Founders, Brand Founders should recognize that the following forms of misconduct may, without limitation, result in a notice of non-compliance and/or, where appropriate, termination of the Brand Founder Agreement:

- sexual harassment; –
 - verbal abuse;
- racial, religious, gender or sexual orientation discrimination, intolerance or abuse;
- any activity that advocates, promotes or incites hatred, violence or discrimination in any form;
 - unfair criticisms of, or accusations regarding, fellow Brand Founders or Elva, made without a good faith belief in the truth of the matter stated;
- fraudulent, misleading or deceptive conduct; and
 - failure to cooperate with an investigation conducted by Elva, including not responding to emails or phone calls, and/or failure to provide information requested by Elva.

4i. Reporting Policy Violations:

Brand Founders who become aware that another Consultant has violated the Brand Founder Agreement or believe that an employee or representative of Elva has engaged in conduct that violates the professional standards of Section 6k above may promptly notify Elva. Details of the incident (such as dates, number of occurrences and persons involved) and any supporting documentation should be included in the report to the extent available.

4j. Security:

All Brand Founders must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and Customer Data. These safeguards must be appropriate to the sensitivity of the information. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files and securely shredding paper files containing Confidential Information or Customer Data after transferring information into the Rodan + Fields data systems. Without limitation of the preceding sentence or the provisions of Section 6r regarding Confidential Information, Consultants must keep Customer Data and other Confidential Information secure from all persons who do not have legitimate business needs to see or use such information. In the case of Customer Data, such business needs must have been disclosed to the Customer and the Customer must have provided her or his informed consent to them. If Brand Founders dispose of any paper or electronic record containing Customer Data and other Confidential Information, Brand Founders shall do so by taking all reasonable steps to destroy the information in a manner that preserves its security, such as by: (i) shredding; (ii) permanently erasing and deleting; or (iii) otherwise modifying the Customer Data and other Confidential Information in those records to make it unreadable, non-reconstructible and indecipherable through

any means. Upon request, Brand Founders will certify to Elva that all forms of the requested Confidential Information and Customer Data have been destroyed and will describe any exceptions.

4k. Reporting Security Breaches:

Brand Founders must comply with all applicable privacy and data security laws, including any security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected Security Breach affecting Customer Data, the applicable Brand Founders shall promptly notify the applicable Customers, Elva, and, if required by Elva or applicable law, the applicable privacy commissioner or other regulatory body, in writing after becoming aware of such Security Breach. Any such notification shall be made in compliance with the applicable law and shall specify the following: (i) the extent to which Customer Data was or was suspected to be disclosed or compromised; (ii) the circumstances of the Security Breach; (iii) the date or period of time on which it occurred; (iv) a description of the information affected; (v) a description of the steps taken to reduce the risk of harm from the Security Breach; (vi) contact information for a person able to answer questions regarding the Security Breach; (vii) any other information required by the applicable law; and (viii) in the case of a notice to a privacy commissioner or other regulatory body, an assessment of the risk of harm to any affected persons and an estimate of the number of persons affected. Brand Founders shall promptly comply with all applicable information Security Breach disclosure laws. Brand Founders, at their expense, shall cooperate with Elva, any applicable privacy commissioner or other regulatory body and the applicable Customers and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the Brand Founder Agreement or any law applicable to Customer Data, including by sending notice to the affected individuals, applicable agencies and consumer reporting agencies, if such notification is required by law or by Elva in its sole discretion.

4l. Account Maintenance:

Each Consultant is solely responsible for maintaining her or his account with Rodan + Fields and remitting all payments due in a timely manner. Should a Consultant's account go into collection, the Consultant will be responsible for (and will indemnify and hold harmless Rodan + Fields from and against) all costs and fees incurred by Rodan + Fields in the collection of the amount due. The Consultant agrees to allow Rodan + Fields to deduct any amount due and any such costs and fees from the Consultant's account and/or any Commissions, Achievement Rewards or other amounts due to the Consultant.

A Brand Founder shall not disclose to any third-party Confidential Information. All such Confidential Information is the property of Elva and is not owned by Elva Brand Founders. A Brand Founder shall use the same degree of care to protect Confidential Information that she or he uses to protect her or his own sensitive and proprietary information. Both during the term of her or his Brand Founder Agreement and indefinitely thereafter, a Brand Founder shall: 1) use Confidential Information only for the purposes of performing her or his obligations or exercising rights under her or his respective Brand Founder Agreement, and 2) limit access to Confidential Information to only those persons who have a legitimate need to know such information in the performance of Brand Founder's rights and obligations under her or his respective Brand Founder Agreement. Each person who is given access to Confidential Information shall be bound by a confidentiality obligation at least equivalent to the confidentiality obligations of each Brand Founder under her or his respective Brand Founder Agreement. A Brand Founder shall be responsible for the acts and omissions of her or his respective employees, contractors and agents with respect to such.

confidentiality obligations. Notwithstanding the foregoing, a Brand Founder may disclose Brand Founder Information to the extent she or he is legally compelled to do so, provided, however, that prior to any such compelled disclosure, the Brand Founder notifies Elva and fully cooperates with Elva in protecting against or limiting the disclosure of Confidential Information.

4m. Arbitration:

Upon enrollment and accepting the Brand Founder agreement, Brand Founders release the rights to pursue legal action against Elva in court. Only arbitration is permitted.

4n. Nudity:

Brand Founders are permitted to post nudity to the website, however, intercourse or ejaculation is prohibited. Elva is not liable for underage nudity uploaded to the website. All photos with minors in undress should be reported to The Company. If a photo is deemed to have a minor inappropriately exposed, Elva will remove the photograph.

4l. Honoring Prizes:

An Elva Brand Founder must honor prizes offered for winning incentives. Prizes must be distributed within thirty days of a customer achieving the incentive. Any prizes that are not honored or deemed deceptive by Elva could result in termination of the Brand Founder Agreement for the accused Brand Founder.

SECTION 5: ORDERING PROCEDURES

5a. Forms of Payment:

Elva requires payment using a major credit card and other forms of accepted payment.

5b. Shipping Charges:

Shipping prices and length of sending time are set at the discretion of the Brand Founder. Brand Founders are required to ship purchased items within 30 days of the purchase date.

SECTION 6: SHIPMENTS

6a. Cancelled Orders:

Order cancellation policies are at the discretion of the Brand Founder.

6b. Missing Items:

When an item is missing from an order, the Brand Founder is required to refund the order or resend it.

SECTION 7: RETURN PROCEDURES

7a. General:

Return policies are at the discretion of the Brand Founder.

7b. Membership Fees:

The \$30 a year membership fee is non refundable.

SECTION 8: LIABILITIES

8a. Restrictions:

To ensure that the intellectual property of Elva is legally protected, Brand Founder are not permitted to: (i) use any trademark or service mark confusingly similar to any Elva Trademark or Elva Content; (ii) combine any Elva Trademark or Elva Content with any other brand's tagline, trademark, image, logo or other intellectual property; (iii)

remove any Elva Trademark or Elva Content from the, Elva Marketing Materials or Elva Business Supplies; (iv) modify any Elva Trademark or Elva Content; (v) use or register any domain name that includes any Elva Trademark, Elva Content or any mark confusingly similar thereto; (vi) use any Elva Trademark or Elva Content; (vii) use any Elva Trademark or Elva Content in connection with any other services, businesses or opportunities other than the Brand Founder Account; (viii) register or attempt to register any Elva Trademark or confusingly similar trademarks in any class of products or services anywhere in the world; (ix) use any trade name or business name in connection with their Brand Founder Account that includes any Elva Trademark or Elva Content.

SECTION 9: TERMINATION AND SUSPENSION

9a. Voluntary Termination:

A Brand Founder has the right to terminate her or his Brand Founder Agreement (and thereby end the Brand Founder Agreement) at any time, regardless of the reason.

9b. Involuntary Termination:

In addition to the imposition of any remedial action described in Section 16, Elva reserves the right to terminate the Brand Founder Agreement of any Brand Founder who, in the judgment of Elva, has violated the terms of the Brand Founder Agreement, or for acts or omissions which Elva deems to be harmful to the interests of other Brand Founders, Customers or Elva. Involuntary termination shall be effective upon Elva's notice to the Brand Founder.

A Brand Founder who has her or his Brand Founder Agreement terminated on an involuntary basis may seek to re-enroll in Elva by submitting a formal written request after the one (1) year anniversary of the termination date. Elva, however, reserves the right to reject any such request in its sole discretion, to the extent permitted by applicable law. If Elva accepts the re-enrollment request, the Brand Founder must complete a new Brand Founder Agreement.

9c. Grievances and Complaints:

When a Brand Founder has a grievance or complaint with another Brand Founder regarding any practices or conduct in relationship to her or his Brand Founder Agreement, the complaining Brand Founder should first report the problem to Elva. Elva will review the facts and may attempt to assist the Brand Founder, to resolve the issue.

If the issue is such that a Brand Founder feels threatened with serious bodily harm or believes she or he is the victim of financial fraud or other criminal activity, then the Brand Founder should contact law enforcement authorities and file a police report.