

HEAVENLY LOVE AFRICA

Changing Lives, Sowing Love

1. DEFINITIONS

- 1.1. “Corporation” shall mean Heavenly Love Africa, a corporation conducting its business in various countries across Africa, which corporation is registered in Namibia under the name and style: Heavenly Love Investments CC registration number: CC/2019/03916, in South Africa under the name and style: Heavenly Love Africa registration number: 2020/658049/07 and in Botswana under the name and style: Heavenly Love Africa Proprietary Limited with registration number: UIN BW00002419114. The Corporation has plans to expand its incorporation into various other jurisdictions of Africa.
- 1.2. “Member/s” shall mean the applicant undersigning these Terms and Conditions, whom enters into the agreement, the subject matter hereof, with the Corporation.
- 1.3. “Membership” shall mean the business relationship between the Corporation and the Member/s.
- 1.4. “Terms and Conditions” shall mean these terms and conditions and any and/or all schedules, annexures annexed hereto.
- 1.5. For all intents and purposes:
 - 1.5.1. The English version of this Agreement, as maintained by the Corporation is the official version and shall control over any other language version(s) which may be made available for ease of reference for some Members.
 - 1.5.2. As used in the context, when the term, "refer/introduce" and words of similar import are used to describe the enrolment/ promotional activities of members this is an abbreviated reference to the promotional activities of member with respect to sales and it is understood.
 - 1.5.3. Likewise, when the term, "recruit" and words of similar import are used to describe the referral and recruiting activities of members, this is an abbreviated reference to the team building activities of Members and it is understood that the agreement by which one becomes a Member is between the Organization and the recruited Member and not between the new member and the referring member.
 - 1.5.4. The provisions of these Terms and Conditions and all ancillary rights are governed and practiced in accordance with the relevant laws applicable to the jurisdiction of each Membership.

2. PREAMBLE

- 2.1. This document constitutes the Terms and Conditions governing the business relationship between the Corporation and its Members. These Terms and Conditions shall be referred to for clarity on accepted business practices between the Corporation and the Members. All Members are bound to our code of ethics, policies and procedures. This agreement is personal in nature and cannot be assigned or transferred, except in the event of a legal

separation or by death, wherein an individual who can qualify as a distributor may retain or inherit the same, respectively.

- 2.2. The Corporation reserves the right to revise this information time and time again, if upon the discretion of the Corporation, it is deemed necessary to do so.
- 2.3. We reserve the right to amend our code of ethics, policies and procedures from time to time as we deem fit.
- 2.4. Violations of the Corporation's Code of Ethics, Participant Agreement, or the written Policies and Procedures may be cause for cancellation of participation. Please read through these Policies and Procedures carefully to fully benefit and understand your rights and responsibilities as a member of Heavenly Love.

3. REFUND POLICY

Members hereby accept that there is no refund after their product/orders have been processed albeit online or in the physical shop.

4. WARRANTIES

Each Member makes the following representations:

- 4.1. I will follow the highest standards of honesty and integrity in all that I do.
- 4.2. I will not make negative or disparaging remarks about Heavenly Love the Corporation, its coordinators, employees, representatives, services or project.
- 4.3. I will present our marketing plan accurately and honestly, clearly portraying the level of effort required to achieve success.
- 4.4. I will carry out all the duties of sponsorship and responsible leadership as I develop my sales team. I will treat everyone, whether they are in my sales team or not, with the same courtesy.
- 4.5. I will not promote the Corporation as a pyramid scheme or Ponzi scheme or in any unlawful activity.
- 4.6. I will not produce marketing or training aids of any kind for sale to other promoters without the prior written permission of the Corporation.
- 4.7. I will consistently put forth my best efforts to promote the success of my business. I will not engage in activities that will cause loss to another member or his / her members.
- 4.8. I will not use the Corporation's name in any form to promote other businesses.
- 4.9. Every member should abide by all Policies and Procedures that pertain to the operation of Heavenly Love. Violation of this rule is likely to result in termination of the membership and all Heavenly Love Benefits.

5. OVERVIEW OF POLICIES AND PROCEDURES

- 5.1. A Member is considered to be a duly authorized and fully paid member, once the application form has been completed and accepted by the Corporation.
- 5.2. The company reserves the right to accept or reject any Member's application and Registration form without having to assign any reason for its acceptance or rejection.
- 5.3. All Members are independent promoters and are neither agents nor employees of the Corporation.
- 5.4. The promoter is responsible for bearing all costs and expenses incurred in the conduct of their participation.
- 5.5. The minimum age of any Member is 18 years.
- 5.6. All Members must meet their own personal qualification levels to qualify for the rewards from the Compensation Plan.

6. MAINTENANCE OF MEMBER ACCOUNT INFORMATION

- 6.1. It is the responsibility of each Member to update any registration details of their account such as email address, postal address, and mobile phone number. This will ensure the Member is kept up to date with all updates from the company. These updates are also posted in the news of Heavenly Love website.
- 6.2. The Corporation shall not be held liable for any loss (moral, physical or financial or legal or any other kind of loss) caused by entering incorrect information on application forms / registration forms/ misrepresentation by any applicant or Member or any order person.

7. BUILDING A PERSONAL MARKETING TEAM

- 7.1. Members have the option of building a personal marketing team by introducing the Compensation Plan to interested people who are willing to undergo business training. It is the responsibility of such Members to assist in the training, and monitor the activity of members of its personal marketing team.
- 7.2. A Trainer or Marketer is obliged to fairly and fully explain the marketing plan to all prospective Members, making sure to stress that the degree of success is directly related to individual effort and ability.

8. RELATIONSHIP OF A MEMBER TO HEAVENLY LOVE

- 8.1. Members representing the Corporation are known as independent promoters and have no authority to bind the Corporation to any obligations. The relationship between Members and the Corporation is established only by this Agreement and nothing construed herein shall constitute a partnership or regard a Member as an agent, employee or any other legal representative of the Corporation or its service providers.

- 8.2. Members are solely responsible for all self-employment taxes and any local or other taxes that may be due as a result of the Corporation's business activities.
- 8.3. Members agree to abide by any national or local laws, rules and regulations pertaining to this Agreement at Member's own expense. Members will make, execute and file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement.

9. TRADEMARKS AND MARKETING MATERIALS

Members will not use the Corporation's trade names and/or trademarks except to promote. In all such authorized use, Members will ensure that they represent themselves as an independent representative and that all marketing efforts are the responsibility of the member and not the company.

10. THIRD PARTY MARKETING MATERIALS CREATED BY MEMBERS

- 10.1. Members may create their own marketing materials. Any marketing materials that use the name of the Corporation or its logos, trademarks or trade names must be approved by compliance department of the Corporation before they can be used. A Compliance Approval Form is available on request by e-mailing to admin@heavenlylove.com
- 10.2. The Corporation shall have no liability or responsibility for any content, including the quality, accuracy, completeness, legality, or usefulness of any information, product, service or process promoted on members web site or other marketing materials.
- 10.3. In no event shall the Corporation be held liable for any claims or damages of any kind arising from the contents of any website or marketing materials created by a Member. References in a member's website or marketing materials to products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise do not constitute or imply an endorsement or recommendation of the Corporation.
- 10.4. Members are not permitted to take advantage of the Corporation's name and are therefore not permitted to either infer or imply that they have a direct association or affiliation with the Corporation by promoting themselves by way of Heavenly Love name variations.

11. LITERATURE

The Corporation produces approved literature for use by Members. All promotional material appearing in the Members Virtual Office is approved for downloading to print and copying onto disc for promotional use to prospective members however it may not be altered or added to in any way.

12. COMPLIANCE APPROVAL

All submissions for compliance approval can be made by completing the form in the Members secure dashboard area.

13. THE HEAVENLY LOVE WEBSITE

On occasion, the Corporation will undergo routine maintenance or experience unexpected technical problems. The Corporation will make a good-faith effort to do maintenance as quickly and conveniently as possible, and to respond to technical problems promptly. The Corporation may be required to access an Associate's web site from time to time to provide maintenance. The Corporation will not in any circumstance be responsible for problems, losses, or damages arising from loss of connectivity; errors in content due to application problems; loss of access by Members; or temporary or permanent loss of data.

14. UNDERTAKINGS OF THE CORPORATION

- 14.1. When a Member presents the Corporation to any third parties, they should understand all aspects of the rewards program and not make any representation or promises that is not contained in this agreement or in the Corporation's corporate literature and promotional materials. This representation includes print media, video/audio media or any other form of advertisement/ promotion.
- 14.2. If a prospective Member relies on any promises made by a Member that is not stated in this Agreement and/or official company materials, and the Member fails to keep any such promise, the prospective members shall only have recourse against the member and not the Corporation.
- 14.3. If the Member has unfulfilled promises made, they have the option of lodging a complaint with Heavenly Love. Upon receipt of such a complaint, the organization will investigate the matter as it deems necessary and, upon validation of such a complaint, impose appropriate penalties on the offending Member. Such action however will not result in any recovery of damages by the prospective Member, which the prospective Member is free to seek against the offending Member, not the Organization.

15. MEMBERS RIGHTS AND RESPONSIBILITIES

- 15.1. Members who choose to promote the Corporation are able to earn money and rewards through its Compensation Plan.
- 15.2. To earn through the Compensation plan, a member/s need to buy Heavenly Love Products. Members are responsible for their own marketing and accept that any rewards earned are the result of consistent marketing and buying Heavenly Love products efforts. The Corporation makes no guarantees that a Member will qualify or earn the rewards. Members are responsible for ensuring any new members of their personal marketing team are aware of the policies and procedures, how the Compensation plan works, and how to take advantage of the empowerment, earnings, incentives and privileges.

16. INCOME REPRESENTATION

- 16.1. Members understand that any rewards or earnings that are offered from the Corporation through the business plan is the result of Members and their team of Members buying Corporation's Products.
- 16.2. No Member may make any promise or guarantee that an associate will derive any specific income or profit from the income opportunity as a member of the Corporation. Any rewards or income a member earns or receives through the business plan is a direct result of the marketing efforts of the members and other members in their sales team. Members must meet the required qualifications as set out by the Corporation to receive rewards or get paid from the Compensation plan.

17. MISREPRESENTATION

Members will not misrepresent the Corporation in any manner whatsoever at any time.

For purposes of this policy, misrepresentation includes, but is not necessarily limited to the following:

- 17.1. Reviewing the marketing plan with any person without clearly advising them that no remuneration is received solely from buying the Corporation's Products by either the member or team members as indicated in the Corporation's Compensation Plan.
- 17.2. Stating that any person has made or may make any specific income through the use of the marketing plan and by the generation of income, whether by specific example, geometric progression, or otherwise. Unless in the same presentation it is stated that said hypothetical or potential earnings, as earnings may vary due to individual efforts, geographic location, timing and many other factors.

18. POLICY CHANGES

Members agree that the Corporation may from time to time make changes to its benefits and opportunities, services, marketing plan and incentives and that they will be made aware of these changes via email or sms to the email address or mobile phone provided and listed on their account, as well as posting updates in the Update section of the Corporation's website or members Dashboard. It is the responsibility of each member to ensure the email address listed in their account is valid and that they check regularly their Dashboard for the latest updates. Members agree to abide by all changes.

19. CONFIDENTIALITY

- 19.1. Members understand that the Corporation marketing plan, details of their progress in the rewards program, details of the Corporation's sales team, and official company literature are proprietary information and considered trade secrets of the Corporation.
- 19.2. Members hereby agree to not directly or indirectly disclose or use any of said confidential or proprietary information except to specifically promote the Corporation opportunity in accordance with the provisions of this Agreement.

20. TRANSFER OF MEMBERSHIP ACCOUNT AND BENEFITS

- 20.1. A Member may sell, or Will on to its "surviving heirs" its interests in its business asset / any continuing income / and the inherent future potential of its earnings. In such an event, the remaining period of income and incentives shall also be transferred to the purchaser or heir. For the Corporation to acknowledge the sale the selling Members must supply proof of the sale in the form of a signed letter by both parties detailing that the sale has been made as well as providing details of the purchaser including all the fields listed in their profile. The documents can be emailed to Heavenly Love official email address. The Corporation will advise the seller and the purchaser by email if the sale has been approved.
- 20.2. Members who sell their Heavenly Love Account must wait three months after the sale has been executed and authorized by the Corporation before they can rejoin as a Member.

21. CANCELLATION POLICY

Should a member wish to cancel their Agreement with the Corporation, such member should notify the Corporation via an e-mail to admin@heavenlylove.com. Once the membership is cancelled, that member may not apply for new membership for at least 3 months after the Corporation has received the notice of cancellation. The Corporation reserves the right to cancel a members Agreement should there be any breach by the member.

22. INHERITANCE

Any Heavenly Love membership account is fully transferable in accordance with the terms of a Will, or, in the absence of a Will, it passes to the heirs pursuant to the applicable interstate succession laws.

23. INDEMNITY

By undersigning these Terms and Conditions, Member/s indemnify and hold the Corporation harmless against all claims made by any third party, and any related damages and expenses (including reasonable attorney's fees), arising out of or connected with the members conduct, the associate's website or online store, the services the members offer, or any violation of this agreement by associate.

24. LIMITATION OF LIABILITY

The Corporation makes no warranties, express or implied, related to the " Heavenly Love marketing Plan", services rendered there under or, including but not limited to warranties of Empowerment and privilege of purpose. The Corporation will not be liable to any member for indirect, incidental, special or consequential damages, such as (but not limited to) loss of profits or business interruption, arising out of or connected to the use of, or inability to use, the " Heavenly Love compensation plan", related services, or marketing materials provided to any Member.

25. IMPOSITION OF PENALTY/BREACH

- 25.1. If a Member breaches any of the provisions of these Terms and Conditions, violates any applicable law or regulation or engages in any false, misleading or unfair marketing practice, including but not limited to, making misleading income representations or making promises to potential Members that cannot be kept by member, (herein called "Violation") any such Violation is grounds for the imposition of penalty, as more fully set forth hereafter.
- 25.2. The Organization may suspend the Member, including suspension of rewards earned at the time, Blocking of Account pending investigation of any alleged Violation.

- 25.3. The Distributor shall be given notice of the alleged Violation by e-mail, fax or other rapid method of communication and shall have seven days thereafter to respond in writing (verbal response will not be considered) to any alleged Violation (s), failing which, the Organization can consider the allegations to be true. (It is Associate's responsibility to see that Organization receives the response, with supporting documentation, if any, within the seven-day period.)
- 25.4. If at the end of the investigation it is determined that Member is to be penalized, the date of the imposition of the penalty can be, at the Organization's option,
 - 25.4.1. the date of the penalty notice
 - 25.4.2. the date of the notice of the alleged violation
 - 25.4.3. the date on which suspension, if any, occurred, or
 - 25.4.4. any other current date.
- 25.5. Income suspended and/or earned, if any, as of the date of a termination, shall not be paid. Any such payments not paid shall be deemed to be liquidated damages as payment of part of the damages suffered by Organization for the Violation. A Member can request that any decision to impose a penalty be reviewed and supply any additional material that may bear on the matter in support thereof within seven days after notice of the penalty is given. The Organization shall then advise the Members of its final decision. The Organization shall have the option of imposing any one or more of the following penalties for Violations:
 - 25.5.1. Blocking of the Member's Helping Hands International Account;
 - 25.5.2. Denial or revocation of any Incentive awards otherwise earned;
 - 25.5.3. Denial of Fund Earned from sponsored associate, matrix bonus or from down-line activities;
 - 25.5.4. Imposition of a fine in an amount to be determined by the Organization; and/or Termination of the Member's Agreement.

No extension of time or indulgence granted by the Corporation to the Member/s shall be deemed in any way to effect, prejudice or derogate from the rights of in any respect under this Agreement, nor shall it in any way be regarded a waiver of any rights by hereunder or a novation of this Agreement.

26. INCORPORATION OF AGREEMENTS

If Member has enrolled in a " Heavenly Love Opportunity ", the User Agreement and Acceptable Use Policy are incorporated herein as if fully set forth.

27. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between the Corporation and the Member on the subject matter hereof, and no other additional promises, representations, guarantees or agreements of any kind shall be valid concerning such subject matter unless in writing and signed by an authorized officer of the Corporation.

28. RESPONSIBILITY

The Corporation is not responsible for the acts of its Members under any circumstances for their wrongful and illegal activities.

29. APPLICANT ACKNOWLEDGEMENT

All Members, by undersigning these Terms and Conditions, acknowledge that he/she has read, understands and agrees to the terms set forth in this Agreement. A member understands that this Agreement is not in force until accepted.