

Youngevity Essential Life Sciences & Youngevity International, Inc.

Guidelines for Distributor created and maintained websites

The following excerpts from Youngevity's Policies and Procedures are compiled as a convenient reference to most items relevant Distributor created and maintained websites. It is not intended to replace the entirety of Youngevity's Policies and Procedures, all of which applies at all times.

J 10 DISTRIBUTOR WEBSITE POLICY

This amendment to the Youngevity Policy & Procedures refers to the creation and use of Internet websites created by Youngevity Distributors for the purpose of promoting themselves as a Youngevity Distributor and the Youngevity products or Dr. Joel Wallach. A website is defined as any use of a computer, the Internet, and the World Wide Web to display, comment on, or otherwise transmit information in graphic, text, or audio form. As with any advertisement or promotion, the Policies & Procedures of Youngevity prevail and should be followed in addition to the following amendment.

- a) The names Youngevity, Youngevity International, 90 for LIFE, among others, are registered trademarks, as are the other Company and Product names owned by the Company. The name Youngevity or any trademark or salesmark of the Company, in its entirety, in part, or hyphenated may not be used in any domain name, URL, or email address, except as explicitly approved by the Company.*
- b) The name Dr. Joel Wallach is part of the intellectual property of Dr. Joel Wallach and may not be used in its entirety, in part or hyphenated, in any domain name, URL, or email address.*
- c) All logos, slogans, and trademarks of the Company are the sole property of Youngevity and may be used with written permission only. Permission to use Youngevity logos, slogans, and trademarks may be revoked without notice or reason and solely at the discretion of Youngevity.
- d) All use of Youngevity logos, slogans, and trademarks must state permissions given on the front, index, home, or main page of any website.
- e) All Youngevity logos, slogans, and trademarks must be used in their respective entirety. All colors in any Youngevity logo or trademark must be reproduced accurately. No partial logos or "artistic license" may be used.
- f) Youngevity logos, slogans, and trademarks in graphic form may not be sold or traded by anyone.
- g) The name and Distributor Identification Number of any and all Youngevity Distributors responsible for content of a website must be displayed on the front, index, home, or main page of the website. The following are REQUIRED for all Youngevity branded sites:
 1. Youngevity Distributor Website Banner which includes the following information.
 - i. The title "Youngevity Independent Distributor Site"
 - ii. "90 for LIFE Independent Distributor Website" Logo
 - iii. Name, Distributor ID, Address, Phone Number, and E-Mail address of Distributor.

Preapproved Banners attached at the end of this document.

- h) No Distributor of Youngevity may state or imply that their website is official, sanctioned, authorized, or licensed by Youngevity, Dr. Joel Wallach, or any board member, advisor, consultant, or affiliate of same. Any and all Representative owned websites must be identified as owned and controlled by the individual entity or person to whom the site belongs, followed by "independent distributor for Youngevity." Only websites owned, controlled, and designated by the Company as such can be considered as an "official website" or any iteration thereof. These websites include, but are not limited to www.youngevity.com, www.90forlife.com, and many other micro sites, and subordinate sites. Only representatives in good standing may have access to the Company replicated sites, including, but not limited to www.my90forlife.com, www.youngevityonline.com, as well as access to the tools, programs, back office access, and other areas contained therein.

- i) Any and all sources of content and permissions for use of a Youngevity Distributor's website must be documented and stated on the website. This includes but is not limited to the use of graphics, quotes, and excerpts.
- j) Written approval for all quotes or excerpts from Dr. Wallach's lectures, books, radio shows, audio, or visual productions must be stated and documented. Note: Copyrights from various radio shows, audio, and visual productions may be held by persons or entities other than Youngevity. People or entities holding copyrights of this type are not obligated to grant permission for use of these materials.
- k) The signature of, or likeness of Dr. Joel Wallach, board member, advisor, or any current employee or affiliate of the Company is not allowed to be used on any website.
- l) No Distributor of Youngevity may make any claims of income or income potential by becoming a Youngevity Distributor.
- m) No Distributor of Youngevity may make any claims of health benefits or betterment by consuming or applying Youngevity products.
- n) Only the Distributor's personal testimonial about the benefits or results stemming from the use of Youngevity products may be used on a Distributor's website. A Distributor's website must not contain the testimonials of others in the content of their website.
- o) No banners or other methods of advertisement may be used or included in the content of any Youngevity Distributor's website.
- p) No hyperlinks to other websites promoting competing products may be used on any Youngevity Distributor's website.
- q) No products other than Youngevity products may be mentioned or sold on any Youngevity Distributor's website. This includes but is not limited to product comparisons.
- r) Any use of the internet to promote the Youngevity Compensation Plan internationally is prohibited until such time as Youngevity authorizes promotion of the Compensation Plan, after being designed and approved for a particular country.
- s) Distributors using a website for order fulfillment must transact business using a secure server to protect the personal information of the customer. Email orders are not to be encouraged or accepted for transacting Youngevity business.
- t) Each individual Youngevity Distributor is responsible for abiding by all local, state, and federal laws concerning all aspects of using the Internet to promote or sell Youngevity products and business opportunities.
- u) Youngevity reserves the right to edit content of and require immediate modifications to any Distributor's website at the sole discretion of Youngevity.
- v) Electronic mail (email) advertising is subject to Youngevity Policies & Procedures and as such must be submitted and approved prior to transmission. All email advertising is subject to editing by Youngevity prior to approval to transmit.
- w) All email advertising must be in compliance with all prevailing local, state, and federal laws concerning unwanted, unsolicited email also known as spam. Spamming is illegal and will not be tolerated by Youngevity.
- x) It is strictly forbidden for any Distributor to represent him/herself or any products, product packages, or affiliations through direct or indirect inference through any website, advertisement, email, or any other means as other than is actually true and as outlined herein. Any represented affiliation with any person, persons, groups, or organization(s) that is against the wishes of, or unknown to said affiliate, will be viewed upon as fraudulent and in violation of Distributor's agreement.

**Existing websites (sites that were constructed prior to, and that have been in continuous operation since October of 2002) using a form of Youngevity or Dr. Joel Wallach in their URL or domain name only (RE: provisions a and b of this section) are granted permission to continue to operate as long as all other policies are followed (sections c through x inclusively). The email addresses are still subject to the policy. Websites granted these permissions must contain a hyperlink to the www.Youngevity.com corporate website on the front, index, or main "page" and should be labeled as*

“The Youngevity Corporate Website may be found here.” The Company’s network of Independent Distributors can therefore protect each Distributor’s individual business image, as well as the Company’s overall image.

I. ADVERTISING, USE OF COMPANY NAMES, AND PROTECTED MATERIALS

I 1 No Distributor shall produce, promote, or use copyrighted, trademarked, service marked, or proprietary materials of any kind describing the Company's names, products, or logos, if said materials are not obtained from, or approved by, the Company in advance in writing, prior to their production or use. Distributors shall not use or appear on television, radio, including Internet blogs, internet radio, podcasts, or any other media to promote or discuss the Company or its programs without prior written permission from the Company. All media inquiries shall be referred directly to the Company. Distributors may use the Youngevity Advertising Approval form to submit for approval any such media promotions.

In addition, Distributor shall not misuse or misrepresent him/herself or any of the Company's products through the use of any other person's name, company name, trademark, or any other personal or copyrighted information, symbols, logos, or trade names without the express written permission of both the other party and the Company.

I 2 In addition to these Company Policies and Procedures, Federal law prohibits deceptive advertising, which includes any and all false and or unsubstantiated advertising. Distributors must not use false or misleading statements or material omissions of information that may be construed to deceive the public in any advertising, whether in print, written, electronic, verbal, or any other form or media considered advertising. The Company is including these regulations to comply with those of the Federal Trade Commission, Federal Drug Administration, as well as other various Federal, State, and Local agencies. The Company takes these regulations seriously, and always abides by them when creating any and all Company generated advertising.

I 3 Whereas the Company may also consider approval of distributor generated advertising (as outlined in our Advertising Approval Application), it is mandatory that all distributors use only Company generated and pre-approved advertising in the promotion of the Youngevity® income opportunity or any Youngevity® products. The Company is not required to, nor will it defend or hold harmless any Distributor using non-approved advertising, in any form, that is found to be in violation of any Local, State, or Federal statutes. Please read these regulations carefully. Complete compliance with them is not only expected, it is necessary to avoid violation of federal law. Under federal law, the Company is obliged to take all reasonable action possible to prevent and or halt deceptive advertising by its distributors. Once aware of deceptive promotions by a Distributor, The Company must and will act accordingly.

The following are examples of prohibited content applicable to all advertising and promotion of The Company products (whether on the web, in person, or via media of mass communication):

- a. No distributor may use any recording, book, pamphlet, or transcript to promote the sale of a Company product if that recording, book, pamphlet, or transcript associates any nutrient found in a Company product with any effect on a disease or any health benefit unless the precise claim in question has been pre-approved for such use by the Company.
- b. No distributor may place upon his or her website used to promote or sell Company products any link to another website containing information that associates a nutrient contained in any Company product or any Company product with an effect on a disease or any health benefit unless that specific link has been pre-approved by the Company.
- c. You may not inform a potential purchaser of a Company product that the product or any of its ingredients can treat, cure, or prevent a disease or cause a health benefit unless the specific claim has been pre-approved by the Company.
- d. You may not advertise in any medium of mass communication (including via the internet, direct mail, print media, broadcast media, or cable media) that the product or any of its ingredients can treat, cure, or prevent a disease or cause a health benefit unless the specific claim has been pre-approved by the Company.
- e. You may not represent that a The Company product has any effect upon a body structure or function unless the specific claim has been pre-approved by the Company.

By contrast with the preceding examples, you may use any claim approved by The Company so long as it is used consistently with the approval given and within the same context approved for use. Company literature, websites, and other electronic media do contain approved health claims, in context. These have been approved or allowed by the Food and Drug Administration and are consequently approved for use by Company distributors, provided that FDA's conditions on use of the individual claims are satisfied. These claims must be used in their entirety and within the limits prescribed by FDA.

- I 4 **Default Rule of Advertising Use**
By default, any advertising, including, but not limited to, brochures, pamphlets, recordings, videos, E-Mail content, Websites, Blogs, Newsletters, Scripts, Articles, Banners, Presentations, and displays that are not produced and made available directly by the Company are deemed a non-approved, non-compliant advertising, and must not be used to promote any aspect of the Youngevity® income opportunity or products.
- I 5 **Esoteric, Non Intuitive Content**
The laws regulating the use of advertising, claims, and information made available regarding nutritional products, network marketing, income opportunities, and health and or income claims are vast, containing many esoteric indications and rationale that are not always intuitive or obvious, especially to the layperson. The Company goes to a great deal of time, energy, and expense to make sure that Distributors have professional advertising materials available to them, that said advertising is up to date, compliant, and will not place the Distributor in a situation where he/she violates company policies or Federal, State, and or Local statutes. For obvious reasons, Youngevity is reticent to approve any Distributor generated advertising. Even in such cases where Distributor generated advertising is approved, the Company reserves the right to deny or rescind approval on any advertising for any reason at any time, with no liability or recourse for expenses incurred by Distributor to create, distribute, or repeal said advertising. Once notified of same, Distributor must discontinue use of said unapproved advertising immediately.
- I 7 **Distributor's use of the Company is restricted as to protect the Company's proprietary rights, ensuring that Company protected names will not be lost or compromised by unauthorized use.**
- I 9 **Violators of any of these Policies & Procedures relating to advertising, Company name(s), and logo(s) may be required by the Company, at the Company's option, to correct the violations in whatever manner the Company deems necessary. Correction measures are not limited to, but may include disconnecting phone numbers without a referral, removing signs, canceling advertising, and destroying noncompliant literature. Distributor authorization may also be terminated, and offending Distributors will be liable for any damages sustained by the Company, as well as any other penalties imposed through legal action.**
- I 10 **Compliance**
The Company actively seeks out to discover the use of non-approved, non-compliant advertising. Said discovery may be made by active web searches, anonymous monitoring of public conference calls and or meetings, or by reports of potential violations by other Distributors or Customers, or by various other non-intrusive methods. At no time will the Company's compliance audit process violate the Company's privacy policy or that of any Local, State, or Federal Statute. Any distributor found in violation of these regulations will receive a warning letter via electronic mail at their last known E-Mail address. The letter will demand full compliance within 7 days of its date of issuance. Follow-up will then be conducted by The Company on the 7 day anniversary of the date of warning letter issuance to determine whether all changes necessary to achieve full compliance have been made. Where compliance is not achieved or not achieved completely, The Company will suspend the Distributorship in question, whereby all benefits of the Distributorship, including commissions, will also be suspended. Full compliance will have to be achieved within an additional 7 days of Distributorship suspension or The Company will terminate the Distributorship in question, and all Distributor benefits, including commissions, will be forfeit. In addition, the Company reserves the right to refer deceptive advertising cases to the FTC, if deemed necessary to protect the interests of the Company or consumers at large.

All Distributors are obligated to report any and all violations of these regulations regarding deceptive advertising. Any such complaint will be promptly investigated, and appropriate action taken. The identity of anyone reporting such violations will be protected and the best interests of the Company as well as the reporting Distributor will be considered at all times during and after said investigation.

YOUNGEVITY INDEPENDENT DISTRIBUTOR SITE

This site is maintained by an Independent
Distributor for Youngevity.

Mike Randolph
1 Industrial Drive, Windham, NH
603-421-0229
www.Ninety4Life.biz





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