

Policies and Procedures

ACESSE

STATEMENT OF POLICIES *and* PROCEDURES

Effective January 1, 2014

UPDATED: 03/10/2017

I. Corporate Mission Statement

Acesse mission:

***“To Make a Difference in Peoples’ Lives Around the World,
through the Power of Technology.”***

II. Introduction

1. The Policies and Procedures are incorporated into and are a part of the Customer Agreement.

These Policies and Procedures, in their present form and as amended at the sole discretion of Acesse, Inc. (hereafter “Acesse” or the “Company”), are incorporated into, and form an integral part of, the Acesse Customer Agreement.

Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Acesse Internet Marketing Customer Application and Agreement, these Policies and Procedures. These documents are incorporated by reference, into and part of the Acesse Customer Agreement (all in their current form and as amended by Acesse).

It is the responsibility of each Customer to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures.

Purpose of Policies

Acesse is a Technology/Sales company

Acesse Customers are required to comply with all of the Terms and Conditions set forth in these Policies, as well as all international; federal, state, provincial and local laws governing their Acesse business, and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by this Agreement. Please review the information in this manual carefully. *It explains and governs the relationship between you, as a customer and the Company.* If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the Acesse Compliance Department.

2. Changes to the Agreement

Acesse is a global business; therefore, as federal, state, provincial and local laws, as well as the business environment, periodically changes, Acesse reserves the right to amend these Policies and Procedures, the, and its product prices at its sole and absolute discretion.

By signing the Customer Agreement, a Customer agrees to abide by all amendments or modifications that Acesse elects to make. Amendments shall be effective 30 days after publication of notice that the Agreement has been modified.

Notification of amendments shall be published by the following method: posting on the Company's official web site at the Customer's Back Office. The continuation of a Customer's Acesse business or a Customer's acceptance of commissions and/or bonuses constitutes acceptance of any and all amendments.

3. Delays

Acesse shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, flood, fire, death, curtailment of a party's source of supply, or government decrees or orders or other "acts of God."

4. Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

III. Becoming a Customer

1. Requirements to Become a Customer

To become an Acesse Customer, each applicant must:

- a) Be at least 18 years of age;*
- b) Reside in the United States, a U.S. Territory, with the exception of Montana*, or country that Acesse has officially announced is open for business;*
- c) Have a valid Social Security or Government Tax ID number, or the equivalent;*
- d) Have a valid Government Photo ID on file;*
- e) Submit a properly completed Customer Application and Agreement;*

** Acesse currently does not accept Customers from the state of Montana, U.S. or any countries that the U.S. government does not do business with.*

IV. Advertising

1. Blogs, Chat Rooms, Social Networks, Online Auctions, Videos Sites, and other Forums

Customers may use online blogs, chat rooms, social networks, online auctions sites, videos, or any other online forum to ethically market, sell, advertise, promote, or discuss Aceso's products or services or the Aceso opportunity as long as it does not violate the terms of these Policies and Procedures.

Customers may not use auction sites or similar platforms to take pre-orders of @Phones, @Tablets, Aceso Watches, or Aceso Audio products.

The Customer must have already purchased and received the product before they may list the product for sale on an auction site or similar platform. The Customer must not misrepresent the product or the product specifications in the listing.

2. Domain Names

Customers may not use or attempt to register any of Aceso's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name without the express permission of the company.

3. Trademarks and Copyrights

Aceso will not allow the use of its trade names, trademarks, designs, or symbols by any person, or entity, including Aceso Customers, without its prior, written permission. Customers may not produce for sale or distribution any recorded Company events and speeches without written permission from Aceso nor may Customers reproduce for sale or for personal use any recording of Company produced audio or video presentations.

4. Intellectual Property

Aceso will not allow the use, copying, and or reverse engineering, of Aceso intellectual property, including software, systems, and its business model by any person, or entity, including Aceso Customers. Any violation of this may be subject to legal action, including prosecution or lawsuit.

5. Media and Media Inquiries

Customers must not attempt to respond to media inquiries regarding Aceso, its products or services, or their independent Aceso business. All inquiries by any type of media must be immediately referred to Aceso's Marketing Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

V. Unauthorized Claims and Actions

1. Indemnification

A Customer is fully responsible for all of his or her verbal and written statements made regarding Aceso products, services, which are not expressly contained in official Aceso materials. Customers agree to indemnify Aceso and Aceso's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Aceso as a result of the Customer's unauthorized representations or actions. This provision shall survive the termination of the Customer Agreement.

2. No iRewards Claims

The Aceso iRewards Program is designed to reward Aceso Customers and Members who perform certain functions.

The iRewards Program is a completely separate plan, and is not part of the Aceso Compensation Plan.

VI. Conflicts Of Interest

1. Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any Sales and Marketing companies or programs. Therefore, Customers shall not represent or imply that Aceso has been "approved," "endorsed," or otherwise sanctioned by any government agency.

2. Restrictions on Third Party Use of Credit Cards and Checking Accounts

Customers shall not permit other customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company.

3. Adherence to Laws and Ordinances

Customers shall comply with all federal, state, provincial and local laws and regulations in the country where they conduct their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Customers because of the nature of their business. However, Customers must obey those laws that do apply to them.

If a city or county official tells a Customer that an ordinance applies to him or her, the Customer shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Aceso. In most cases there are exceptions to the ordinance that may apply to Aceso Customers.

4. Non-Harassment of Aceso Staff

Customers are expected to treat Aceso Staff and Executives with the same respect as they would for Customers and other Customers. This includes not texting, calling or emailing the staff or executives personally without their express permission. Doing so will be considered harassment and such conduct is subject to sanctions including possible termination from the Aceso Program.

5. Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, and support materials, it is critically important that the Aceso's files are current. Street addresses are required for shipping. Customers planning to move should submit their updated personal information via the Back Office function of the Customer's Aceso website through the Legal Verification section. To guarantee proper delivery, two weeks advance notice must be provided to Aceso on all changes.

6. Non-Disparagement

Aceso wants to provide its Customers with the best products and services in the industry. Accordingly, we value your constructive criticisms and comments.

All such comments should be submitted in writing to the Customer Support Department. Remember, to best serve you, we must hear from you!

While Aceso welcomes constructive input, negative comments and remarks made in the field by Customers about the Company, its products or services, or serve no purpose other than to sour the enthusiasm of other Aceso Customers.

For this reason, Customers must not disparage, demean, or make negative remarks about Aceso, other Aceso Customers, Aceso's products or services, or Aceso's executives, officers, or employees.

7. Reporting Policy Violations

Customers observing a policy violation by another Customer should submit a written report of the violation directly to the attention of the Aceso Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

VII. Product Returns, Inventory Repurchase and Refunds

1. Order Cancellation – Refund Policy

Aceso offers a 100% 3-day money back satisfaction guarantee (less any product used or consumed) to all Customers and Customers. This guarantee applies to all products and services including Aceso Advertising services. For all Aceso services, there is a 3-day no questions asked refund policy.

Note: The terms of the refund policy may vary depending on the local laws in the Customers country of residence.

2. Montana Residents

Acesse does not do business in the state of Montana, U.S.

3. Procedures for All Refund Requests By Customers

Customers who purchase products or services directly from the Company may cancel by contacting the Company directly and requesting a refund. This is done through the Customers Back Office pursuant to the instructions posted there.

VIII. Dispute Resolution and Disciplinary Proceedings

1. Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Customer that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Customer's Acesse business), may result, at Acesse's discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning or admonition;
- b) Requiring the Customer to take immediate corrective measures;
- c) Imposition of a fine, which may be withheld from bonus and commission checks;
- d) Loss of rights to one or more bonus and commission checks;
- e) Acesse may withhold from a Customer all or part of the Customer's bonuses and commissions during the period that Acesse is investigating any conduct allegedly in violation of the Agreement. If a Customer's business is canceled for disciplinary reasons, the Customer will not be entitled to recover any commissions withheld during the investigation period;
- f) Suspension of the individual's Customer Agreement for one or more pay periods;
- g) Transfer of a portion or all of the Customer's marketing organization or Sales Team;
- h) Involuntary termination of the offender's Customer Agreement;
- i) Suspension and/or termination of the offending Customer's Acesse website or website access;
- j) Any other measure expressly allowed within any provision of the Agreement or which Acesse deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Customer's policy violation or contractual breach;
- k) In situations deemed appropriate by Acesse, the Company may institute legal proceedings for monetary and/or equitable relief.

2. Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediators fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties.

Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation.

The Mediation shall be held in the city of Minneapolis, Minnesota and shall be held within 30 days from the date on which the mediator is selected, and shall last no more than two business days.

3. Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The parties waive all rights to trial by jury or to any court.

The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures.

Notwithstanding the rules of the AAA or JAMS, the Federal Rules of Evidence shall apply in all cases. Likewise, in all cases the parties shall be entitled to all discovery rights permitted by the U.S. Federal Rules of Civil Procedure, and the parties shall be entitled to bring motions under Rules 12 and/or 56 of the U.S. Federal Rules of Civil Procedure.

All arbitration proceedings shall be held in the city of Minneapolis, Minnesota. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.

The arbitration shall occur within 180 days from the date on which the arbitration is filed, and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- a) The substance of, or basis for, the controversy, dispute, or claim;
- b) The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;

- c) The terms or amount of any arbitration award;
- d) The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

4. Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Hennepin County, state of Minnesota. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the state of Minnesota shall govern all other matters relating to or arising from the Agreement.

Notwithstanding the foregoing, and the mediation and arbitration provisions above, residents of the state of Louisiana, U.S. are entitled to bring an action against Acesse in their home forum and pursuant to Louisiana law.

By virtue of acceptance of this Agreement Louisiana residents agree to forego mediation in their home state, and agree that the law of the state of Minnesota shall govern all other matters relating to or arising from the Agreement.

IX. Inactivity, Reclassification, Cancellation and Compression

1. Involuntary Cancellation

A Customer's violation of any of the terms of the Agreement, including any amendments that may be made by Acesse in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Customer Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, to the Customer's last known address (or fax number), or to his/her attorney, or when the Customer receives actual notice of cancellation, whichever occurs first.

Acesse reserves the right to terminate all Customer Agreements upon thirty (30) days written notice in the event that it elects to: 1) cease business operations; 2) dissolve as a corporate entity; or 3) terminate distribution of its products via direct selling.

2. Voluntary Cancellation

A participant in the Acesse plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted through the Customer's Acesse Back Office. If a Customer is also a subscriber to any of the Company's products or services, the subscription(s) shall remain in force and the Customer shall be reclassified as a customer unless the Customer also specifically requests that his or her subscription(s) also be canceled.

3. Dormant Account Fee

If a former Consultant does not have a current Sales Kit, or has not met their 30-day PSV requirement (based on their Rank) for more than 360 days, they will have forfeited all their iCash. iCash collected will be registered as Dormant Account Fee.

4. Account Closing Fee

If an account is closed, a former Consultant will have forfeited all his/her iCash and iRewards. iCash collected will be registered as Account Closing Fee.

X. Definitions

Active Customer - A customer who purchases Aceso products and whose account has been paid for the current month.

Agreement - The contract between the Company and each Customer includes the Customer Application and Agreement, the Aceso Policies and Procedures, and the Business Entity Form (where appropriate), all in their current form and as amended by Aceso in its sole discretion. These documents are collectively referred to as the "Agreement."

Cancel - The termination of a Customer's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.