DIGITAL COMMUNICATIONS STANDARDS

Digital Communications are electronic transmissions (generally by computer or mobile device) of text data, images, video, voice, and other information including, without limitation, any posts or publications made available within the digital space, such as emails, videos, live streaming, digital events, podcasts, blog posts, mobile applications (apps), advertisements, forums, webpages, and through any social media or messaging platform, e.g., Facebook®, Instagram®, Line®, Snapchat®, Telegram®, Twitter®, WeChat®, WhatsApp® or YouTube® ("Digital Communications").

COMPLIANCE OBLIGATIONS

ABOs must comply with the Rules of Conduct ("Rules"), the Quality Assurance Standards ("QAS") and these Digital Communications Standards ("DCS"), with respect to all Digital Communications regarding the Amway opportunity, Amway products, or Amway services (directly or indirectly), or when the Digital Communications constitute Business Support Materials (BSM) as defined in the Rules. ABOs must always follow all applicable laws as well as the terms and conditions of use of the digital platform they are using.

ABOs must be truthful, accurate and not misleading. Amway may require an ABO to remove, recall, retract, delete, amend, or take other actions in relation to his/her Digital Communications.

Please note, the examples provided in this document are examples only and do not cover all the situations that are allowed or not allowed.

PROHIBITED COMMUNICATIONS - SPAM

ABOs must never engage in Spam communications. Spam is defined as Digital Communications sent to individuals with whom the ABO does not have a personal, pre-existing relationship relating to the Amway opportunity or Amway products. Spam also includes communications sent to those who have not opted in to receive the communication or sent to individuals who have opted out (i.e., specifically asked to be removed from future communication). "Opt in" is when individuals search to find and willingly choose to follow, like, engage, subscribe, or otherwise demonstrate a desire to receive Digital Communications.

BUILDING ONLINE COMMUNITIES

Online communities are groups of individuals who use Digital Communications to discuss interests or topics. ABOs can build online communities to discuss the Amway opportunity by using Push or Pull communications. Using the Push and Pull communication approaches described below can help ABOs avoid Spam communications. Under no circumstances shall an ABO, directly or indirectly, solicit, assist, attempt to induce, or encourage, another ABO within or outside his/her community to request a change in position in the Line of Sponsorship (LOS).

<u>Building Your Online Community Using Pull Communication</u>

ABOs are allowed to post content in a public or private environment that creates the opportunity for individuals to find the content and opt in. This is known as pull communication. A pull communication approach is when an ABO creates or uses content on digital properties they solely own or control so that individuals must search to find and willingly choose to follow, like, engage, or subscribe, or otherwise show a desire to receive Digital Communications and, therefore, opt in. When building your community, this ensures individuals who are viewing the content are not receiving Spam communications and have made a choice to connect with an ABO.

Pull Examples:

(a) An individual finds an ABO's blog about the Amway™ business and makes a comment. The ABO is **allowed** to respond to and communicate with the individual about the individual's comment because the ABO owns or controls the digital property, the individual found it, and the individual opted into his community by choosing to comment on the blog.

(b) An ABO creates a public Facebook® page for her Amway business. This is **allowed** because the ABO owns or controls the digital property, and an individual would have to opt into her community to see further posts.

(c) An ABO creates the hashtag #LifewithAmway and an individual finds the ABO through a search on Instagram. This is **allowed** because the ABO owns or controls the digital property where they posted the hashtag and an individual found it and demonstrated an interest in the ABO's community on Instagram® (i.e. opted in).

(d) An ABO tweets about the Artistry™ Light Up Lip Gloss on her public Twitter® profile. An individual searches on Twitter® and finds and likes the tweet. The ABO follows up with the individual by tweeting at her. This is **allowed** because by liking the tweet, the individual demonstrated an interest in the ABO's community, i.e. opted in.

(e) An ABO posts a link promoting his Amway™ website in the comments on a public YouTube® video. This is **not allowed** because the ABO does not own or control the digital property (YouTube® channel) on which he is commenting.

<u>Building Your Online Community Using Push Communication</u>

A push communication approach is when an ABO directly contacts individuals or pushes content on digital properties. When building your community, there are two types of Push communication; one is allowed, and one is not allowed.

Push Communication - Allowed: An ABO is allowed to send digital content to individuals with whom he/she has a personal, pre-existing relationship because they are already a part of the ABO's community. In addition, an ABO may push Digital Communications to individuals who have opted in and expressed interest to join the ABO's community.

Push - Allowed Examples:

(a) An ABO direct messages about Nutrilite™ products to an individual who follows him on his Instagram community that the ABO has specifically developed to market Amway products. This is **allowed** because the individual opted in by following the ABO on his Instagram community.

(b) An ABO posts beauty tips on her Facebook® page about Amway products, an individual expresses interest in the Facebook® post to the ABO, and the ABO direct messages to the individual to discuss the products. This is **allowed** because the individual has opted in by expressing an interest in the Amway products.

(c) An ABO meets an individual at a charity event where the Amway opportunity is discussed and follows up with a private message through WhatsApp® about the Amway opportunity. This is **allowed** because, through the meeting, the ABO has a personal, pre-existing relationship with the individual.

(d) An ABO is the sole owner of a Facebook® group devoted to boating interests and posts content about Amway™ products to clean boats. Provided that the rules of the owner's digital property are followed, this is **allowed** because the ABO has a pre-existing relationship with the members of the Facebook® group and are in his/her community.

(e) An individual on an online group seeks a referral by posting "Looking for Amway distributor." A member of the group provides the name of an ABO who subsequently follows up with a private message. This is **allowed** because by asking for a referral, the individual has opted-in and the ABO is allowed to contact the individual.

Push Communications - Not Allowed: An ABO is not allowed to send Digital Communications to individuals with whom he/she does not have a personal, pre-existing relationship relating to Amway opportunity or Amway products, or to individuals who have not opted in to receiving communication or to individuals who have opted out. This is considered Spam and is not allowed because they are not part of the ABO's community.

Push - Not Allowed Examples:

(a) An ABO sends a message to an individual he found on a group discussion board. This is **not allowed** because the ABO does not have a personal, pre-existing relationship with that individual nor did that individual opt into the ABO's communications or community.

(b) An ABO who is a member of a large, professional engineering organization, acquires an email list of all the members, and invites them via email to a prospecting meeting. This is **not allowed** because membership in a professional organization and the acquisition of a mailing list does not constitute a personal, pre-existing relationship and does not imply the individual has opted into the ABO's community.

(c) An ABO direct messages a member of an alumni group who she does not know about the Amway opportunity through LinkedIn®. This is **not allowed** because the ABO does not own or control the LinkedIn group and does not have a personal, pre-existing relationship with the individual and, therefore, is not part of the ABO's community.

<u>Content for Private, ABO Only Environment:</u>

ABOs are allowed to post or send the following types of content privately to ABO communities**:**

- Lists of available, authorized BSM.
- ABO training organization promotion information, including without limitation, event dates and ticket pricing.

<u>Prohibited Content for any Environment</u>

ABOs are not allowed to post the following types of content in private or public communities:

- LOS information.
- Confidential and/or business sensitive materials including, without limitation, pre-launch product information, management changes, plant closings, acquisitions, etc.

<u>Communication Within A Community</u>

Once an individual has opted into an ABO's community to receive information on Amway opportunity or Amway products, all communications with that individual are allowed regardless if they are Push or Pull, as long as they are compliant with the Rules, QAS and DCS. However, the Push or Pull communication approaches must be used when building ABO communities and must comply with the sections below.

INTRODUCING THE AMWAY OPPORTUNITY

An ABO may prospect and introduce the Amway opportunity to customers and prospective ABOs, including the use of a call-to-action, on digital properties the ABO owns, or controls provided the individual has opted in (Pull Communication). Alternatively, an ABO may prospect an individual with whom he/she has a pre-existing relationship (Push Communication).

User-Generated Content

ABOs are allowed to promote the Amway business opportunity and products by posting user-generated content including video, audio, images (product, people, selfies with or without Amway™ product or other), provided the accompanying text is truthful, accurate, and not misleading. However, user-generated content containing only Amway™-owned trademarks (product or brand names/logos), or Amway™ product images must not be used in profile pictures, cover photos or similar relevant area on the digital property.

Prospecting Examples:

(a) An ABO posts a selfie on his Instagram account holding an Amway™ product and adds a call-to-action, "Direct message me to learn more about the Amway opportunity." This is **allowed** because the ABO owns or controls the digital property and those who choose to message the ABO are opting in to receive additional information.

(b) An ABO retweets a post from Amway's official Twitter® account regarding becoming an Amway business owner. In the retweet, the ABO mentions the benefits of being a business owner and asks her followers to contact her to register. This is **allowed** because those who choose to follow up are opting in to receive more information about the business.

(c) An ABO posts a video about recruiting for his Amway™ business on a friend's blog. This is **not allowed** because the ABO does not own or control the digital property and, therefore, the individuals on the blog have not opted into his communication.

SELLING/COMMERCE

An ABO may promote products for sale to customers and prospects, including the use of a call-to-action, on digital properties the ABO owns or controls, provided the individual has opted into the ABO's community.

An ABO can always complete the actual sales transaction off-line.

Pricing

An ABO must include product pricing information for an Amway in any digital property or digital communications which states or clearly implies that the Amway products is for sale. If the digital property or digital communication does not state or clearly imply that the product is for sale, pricing information may be included, but is not required. Whenever an ABO includes the product price in a digital property or digital communication, the ABO must use the retail price published by Amway.

Pricing Examples:

(a) An ABO posts an image on his social media account of himself drinking a can of XS Energy Drink on the beach. The can is only partially visible since the ABO is holding it in his hand, and no other comment or hashtag is used in the post. No product pricing is included. This is allowed because the post does not state or clearly imply that the product is for sale.

(b) An ABO posts an image of a package of Nutrilite Double X on his Facebook profile with the comment, "This is the dietary supplement I use. Contact me if you would like to try it." This post is not allowed unless it includes the product price for Nutrilite Double X. The comment, "Contact me if you would like to try it." clearly implies that the product is available for sale and therefore must include the retail price of the product.
(c) An ABO posts an image of herself on her Instagram page applying Artistry lip gloss along with the comment, "I love this lip gloss! DM me to buy some at a 10% discount off the normal retail price!" This post is not allowed. The post clearly states that the lip gloss is for sale, but it does not list the actual retail price. In addition, it suggests a discount from the official retail price.

User-Generated Content/Product Placement

ABOs are allowed to sell in compliance with these DCS by posting user-generated content including video, audio, images (product, people, selfies with or without Amway™ product or other), provided the accompanying text is truthful, accurate, and not misleading. However, user-generated content containing only Amway™-owned trademarks (product or brand names/logos), or Amway™ product images must not be used in profile pictures, cover photos or similar relevant area on the digital property.

Unauthorized Selling

ABOs are not allowed to sell or promote Amway™ products or services in any digital retail property which has the primary purpose of selling products and services to the public including, without limitation, Lazada, Gumtree, Qoo10, Carousell® Amazon, eBay, Taobao and etc. No Amway™ product or service is allowed to appear in these properties even if the products or services are not for sale. Selling on these digital retail properties compromises the competitive environment and may jeopardize the service ABOs provide to customers and the reputation of Amway and its brands. These selling platforms are not authorized by Amway.

ABOs are not allowed to utilize or authorize non-ABOs (key influencers, customers, third-party resellers, etc.) to sell or merchandise Amway™ products and services, on their behalf, including the use of any misleading tactics to increase sales or the popularity of their digital properties.

Selling Examples:

(a) An ABO posts an image promoting Amway products on Facebook® asking individuals to contact him if they are interested. This is **allowed** because the ABO owns and controls the digital property where he has posted the call-to-action and the individuals who have reached out to the ABO have opted in.
(b) An ABO posts a call-to-action on the Amway World Headquarters Facebook® page encouraging people to buy from her. This is **not allowed** because the ABO does not own or control the Amway World Headquarters Facebook® page.
(c) An ABO lists an Artistry™ product for sale on Amazon®. This is **not allowed** because Amazon® is an unauthorized online store. Selling on these unauthorized websites compromises the competitive environment and may jeopardize service from ABOs to customers and the reputation of Amway and its brands.
(d) An ABO utilizes a YouTube® vlogger to sell Amway™ products. The vlogger is **not allowed** to sell Amway™ products because she is a third party acting on behalf of the ABO and she is not authorized to sell Amway™ products.

BLENDING AND LEVERAGING OTHER COMMUNITIES/BUSINESSES

A blended digital property combines multiple personal interests or businesses on an ABO's personal digital property. ABOs are allowed to blend and leverage their Amway™ business with their other social communities and businesses. This means, on blended digital properties the ABO owns or controls, he/she may leverage his/her non-Amway communities and businesses, promote, recommend and sell Amway™ products, and prospect contacts made through that business or community. This also means that in the same blended digital property, the ABO can leverage his/her Amway community, promote, recommend and sell non-Amway™ products, and prospect contacts made through that Amway community, provided the ABO does not abuse their influence over downlines*.

> **Abuse includes but is not limited to stating or implying that an ABO must purchase any recommended or promoted non-Amway products in order to have a successful business. Sponsors and upline ABOs shall not encourage, pressure or require downline ABOs to purchase non-Amway products as a condition of receiving support or assistance in building their Amway Business.*

The ABO's blended digital property must not be dedicated to a single, commercial business or used for the purpose of online retailing, e.g., an e-commerce transactional digital property. The ABO must not use official Amway digital properties or his/her own Amway-dedicated digital properties to prospect ABOs or customers for membership, services, or products in his/her non-Amway™ business. Conversely, the ABO must not use his/her non-Amway business dedicated properties to promote, recommend or sell Amway products or services, or promote the Amway opportunity. A blended digital property must comply with the terms and conditions of that property, community, or business.

Exceptions:

ABOs must not blend, leverage, promote, recommend or sell the following:

- Products or competitive business opportunities from direct selling or multi-level marketing (MLM) businesses;
- Products or services which are prohibited from being sold online or which require licensing or permits to sell, e.g. loans, financial investments, legal services, medical services, etc.;
- Controversial businesses or lifestyles, e.g., pornography, tobacco, politics, alternative medicine, religion, gambling, investment schemes, etc.;
- Services including mentorship, lifestyle coaching, marriage counseling, spiritual advising, public speaking or entrepreneurial development; and
- Services which are used as a pretense primarily for attracting people to Amway but offer products, services or interests other than Amway products or the Amway opportunity.

Additionally, ABOs may not sell products on a blended digital property that directly compete and are functionally interchangeable with products in the Amway product portfolio. However, ABOs may blend, leverage, promote or recommend those products on their blended digital property as long as they do not receive any monetary compensation in exchange.

Within blended communities, sales transactions of Amway™ products must be independent of the transactions of non-Amway™ products should be separated. ABOs are not allowed to bundle Amway™ products with non-Amway™ products as part of a promotion or sales offer.

Blending and Leveraging Other Communities/Businesses Examples:

(a) An ABO is a road biking enthusiast who uses her personal, non-retail digital property to discuss and share ideas with other biking enthusiasts. She also uses the digital property to promote a healthy lifestyle using Nutrilite™ products and to sell bike accessories. This is **allowed** because the ABO owns and controls the digital property, it does not solely exist for the purpose of online retailing, and anyone who would view the content would have opted in.
(b) A Silver level ABO maintains a personal digital property containing information about her family, her Amway™ business, and her candle-making business. She posts a photo of several candles inviting people to contact her if they would like to purchase. This is **allowed** because the ABO used her blended digital property to sell a non-Amway™ product from a permitted non-Amway business.
(c) An ABO posts on her blog a listing of her top five favorite lipsticks including one from Artistry™. This is **allowed** because the digital property is owned and controlled by the ABO, and she is allowed to blend, leverage, promote or recommend other products directly competing with Amway™ products as long as she does not also sell them on or through the digital property, or receive monetary compensation for posting about the competing products.
(d) An ABO posts information about his Amway™ business on his restaurant's business Instagram® account. This is **not allowed** because the digital property is solely used for the restaurant, a single commercial business.
(e) An ABO is a musician who operates a web site to promote and sell her music. The ABO uses her Amway-specific business page on Facebook® to livestream information about her upcoming tour dates and encourages ABOs to purchase tickets. This is **not allowed** because the ABO used her Amway-specific digital property to request prospects to purchase tickets for her non-Amway™, non-retail business.
(f) An ABO creates a website promoting his lifestyle coaching business. An individual finds the website and meets with the ABO only to discover the ABO is using the website to recruit individuals to be Amway Business Owners. This is **not allowed** because the business is included on the list of businesses/services that can't be blended.
(g) An ABO posts for sale on her blended Facebook® profile that she is selling her homemade soap. This is **not allowed** because her soap directly competes and is functionally interchangeable with Amway's soap.

ADVERTISING AND PROMOTION

ABOs are allowed to advertise using non-paid search engine business listings, including the use of a call-to-action, within their geographic area, using an Amway approved template.

ABOs are not allowed to advertise using paid advertising, including without limitation, boosted, sponsored, displayed, or search engine ads because these ads create an unfair advantage among ABOs and may directly compete with Amway. Paid or non-paid advertising, including without limitation, classified advertising services, e.g., Craigslist®, Facebook® Marketplace, etc., auction sites, 'coupon & deal' sites, online garage sales, buy/sell groups, fund raising sites, e.g., GoFundMe®, and trade or direct selling sites is not allowed. Advertising on these sites may jeopardize service from ABOs to customers and the reputation of Amway and its brands.

Advertising Examples:

(a) An ABO creates a Google® My Business listing to advertise his Amway™ business. This is **allowed** because it's a non-paid search engine business listing site and uses the ABO's geographic area. In addition, an Amway-approved template must be used.
(b) An ABO creates a sponsored Artistry Crème LX™ ad on Facebook®. This is **not allowed** because sponsored ads create an unfair advantage among ABOs and may directly compete with Amway.
(c) An ABO creates an advertising campaign on Google® Adwords by purchasing keywords. This is **not allowed** because these ads could compete with Amway's advertising efforts, and it may create an unfair advantage among ABOs.
(d) An ABO creates a Craigslist® post to advertise XS™ Energy Drinks. This is **not allowed** because Craigslist® is a classified advertising service and could damage the reputation of Amway and its brands.

VIDEO, AUDIO, AND LIVE STREAMING

Video, audio, and live streaming (which includes video and/or audio ("Live Streaming") within Digital Communications generally do not require prior written approval by Amway if they are on properties the ABO owns or controls. ABOs always have the option to submit videos and audios to Amway for consultation and review before posting, reference "Submitting for Authorization" section at the end of the document. Content must comply with the Rules and QAS.

Video, audio, and Live Streaming must not include the following:

- Content created by Approved Providers or training organizations.
- LOS information.
- Unauthorized claims.
- Listing of available BSM and pricing.
- Confidential and/or business sensitive materials about Amway including, without limitation, pre-launch product information, management changes, plant closings, acquisitions, etc.
- Any other material that violates the Rules.

Live Streaming when not saved/memorialized may include the following:

- Amway ABO Compensation Plan information, with required disclosures, including without limitation how to make money and receive earnings and qualifications, awards, and bonuses through Amway. Authorized BSM for prospects.
- ABO training organization promotion information, including without limitation, event dates and ticket pricing. However, prior written approval is required for video and audio, including saved/memorialized Live Streaming that are made available for distribution, sale or use at offline meetings.

In addition, video, audio, and saved/memorialized Live Streaming containing the following items also require the ABO to obtain prior written approval from Amway:

- Plan – Content used to depict the Amway ABO Compensation Plan information including, without limitation, how to make money and receive earnings and qualifications, awards, and bonuses through Amway, either for use with prospects or training ABOs how to show the Plan. Product claims – Content that deviates from approved Amway product claims.
- Prospecting – Content related to the teaching of prospecting, recruiting, and sponsoring techniques.
- Income representations.

- Third-party intellectual property ("Third-Party IP") including, without limitation, music, signs, logos, graphics, and images (also requires approval from the third party).

WEBSITES, MOBILE APPS, PODCASTS AND BLOGS

ABOs must obtain prior written approval from Amway for websites, mobile apps, podcasts, and blog concepts.

DIGITAL EVENTS

ABOs are allowed to host digital or virtual events in connection with the ABO's business, provided the ABO complies with the Rules, QAS and the Digital Event is on properties the ABO owns or controls. "Digital Events" means those events held in a virtual environment for a set period of time, with a common theme and a specific group or community. Digital Events on properties ABOs do not own or control are allowed with prior written approval from Amway and permission from the event host.

All Digital Events must meet the following requirements:

- If products are being sold, they must be consistent with the theme of the event.
- Sales may also be made offline.
- Amway must preapprove all materials that will be used or otherwise made available during the event.
- Listing of available BSM and ABO training organization ticket and event promotion is allowed only in an ABO only community.
- If Amway ABO Compensation Plan information will be provided in a non-ABO community, you must submit to Amway for authorization.
- Content from a third party must not be used without prior written approval from that party and from Amway.

Digital Events Examples:

(a) An ABO creates a virtual Artistry™ party on Facebook®. This is **allowed** because it is on a property the ABO owns or controls.
(b) An ABO creates a public Facebook® event invitation to promote his upcoming Amway™ cooking event. This is **allowed** because the ABO owns or controls the digital property.
(c) An ABO is invited to be interviewed on a podcast to discuss her experience with the Amway business and Amway products. This is **allowed** with prior written approval from Amway because it is not on a property the ABO owns or controls.
(d) An ABO joins a virtual beauty Facebook® party on a friend's public group and starts to promote her Amway™ business. This is **not allowed** because the ABO did not get prior written approval from Amway or an approval from the host because the event is on a property the ABO does not own or control.

ABOs are allowed to record, and post video and audio of live Amway sponsored events provided the content complies with the Rules, QAS and DCS.

CLAIMS ABOUT AMWAY

Claims about the Amway Plan, opportunity, products or services offered through or by Amway must be truthful, accurate, and not misleading.

Claims for Amway products and services must use language specifically approved by Amway and must not be altered based on Amway Rules of Conduct 4.4 Truthful and Accurate and 4.5 Repackaging.

ABOs are allowed to post or share about Amway products available for sale in international Amway markets regardless of whether they have an Amway business in those markets. However, if the post includes product claims, even claims specifically approved by Amway, one of the following disclaimers needs to be included in the post:

A. If the ABO has an Amway business in the Amway international market where the product is available for sale, a statement must be included to signal that the post is intended for that international market audience (for example, "For my customers in Thailand!")
B. If the ABO does not have an Amway business in the Amway international market where the product is available for sale, this statement must be included: "This product is not available in Singapore."

Income and Lifestyle

All direct and indirect income representations must provide realistic, not exaggerated, income potentials and lifestyle expectations. Earnings, lifestyle, and Plan materials that show how money is made in the Amway business may require the use of appropriate disclosures.

Income and Lifestyle Example:

An ABO posts on Instagram a photo of the bonus/earnings he earned from Amway and states he has reached one of his goals for this year and is pleased his hard work was recognized. This is **allowed** as an ABO can post about his own personal experience if the statements are truthful, accurate and not misleading.

Endorsements and Testimonials

Endorsements and testimonials must reflect the honest opinion, belief, or experience of the endorser. An endorsement or testimonial must not be used to make a claim that Amway couldn't legally make.

ABOs must not provide any form of compensation in exchange for an endorsement, testimonial, or positive review with the exception of providing product samples. ABOs must not provide any form of compensation for the purchase of followers or likes.

If a material connection exists between the person providing the endorsement or testimonial and Amway, and that material connection is not known to or expected by the audience, the connection must be disclosed. For example, a material connection may include the fact that the person received free product samples in exchange for providing the endorsement or testimonial, or the person providing the endorsement or testimonial is an ABO. Disclosures must be clear, conspicuous, prominent, legible, and close to the claim.

Endorsement and Testimonial Examples:

(a) An ABO retweets a customer testimonial about how great his hair looks after using a free sample of Satinique™ shampoo. This is **allowed** because the disclosure of the free product was included in the tweet, and the customer received no additional compensation.

(b) An ABO provides a vlogger with two cases of SA8™ in exchange for positive reviews on her vlog. This is **not allowed** because the amount of product (two cases) would be considered more than a sample.

Before and After Images and Videos

Before-and-after images and videos are a form of testimonial, regardless of whether the before-and-after images or videos depict the ABO or someone else. A testimonial must not convey a claim that Amway could not legally make.

ABOs must obtain prior written approval from Amway on any before and after images or videos involving Amway™ products or their use. However, the following before and after images or videos do not require prior written approval:

- Amway-provided before and after image or video, including any required disclosures.
- Application of Amway makeup (makeup does not include skin care products). The image or video must not include any caption, text, or audio that exceeds the scope of any claim that Amway makes for the product. The image or video must not feature, display, or mention third-party products.

If a material connection exists between the person providing the endorsement or testimonial and Amway, and that material connection is not known to or expected by the audience, the connection must be disclosed. Disclosures must be clear, conspicuous, prominent, legible, and close to the claim.

Product Demonstrations

Product demonstrations are presentations of Amway™ products that involve the actual use of the product to show its function or a result that can be obtained from using the product.

ABOs must obtain prior written approval from Amway on any product demonstrations involving Amway™ products. However, the following product demonstrations do not require prior written approval:

- Those using Amway-published instructions that are strictly followed.
- Amway-provided product demonstrations.
- Application of Amway makeup (makeup does not include skin care products).
- Those that depict ABOs using Amway cookware products in accordance with their intended use (i.e. to prepare and cook food).

No product demonstration is to include any caption, text, or audio that exceeds the scope of any claim that Amway makes for the product. Product demonstrations cannot feature, display or mention third-party products.

INTELLECTUAL PROPERTY

Intellectual Property is a creative work to which one has rights that are recognized at law such as a patent, copyright, trademark, etc. An ABO may only use intellectual property owned by Amway or someone else for which they have secured the rights to use. Intellectual property can include music, images, audio, video, text, trademarks, logos, or other works.

Copyrighted Material

Copyrighted materials, include without limitation, music, books, magazines, articles and other writings, including excerpts and translations, speeches, photographs, artwork, including online images, websites, blogs, and other social media posts, videos, movies, plays, sculptures, buildings, 3D forms, and computer software.

Use of Materials Created by Amway

An ABO must not use copyrighted materials produced by Amway without first obtaining permission, unless the ABO has obtained them from approved sources as specified by Amway. For example, the Resource Center is available in Amway website to ABOs as a source of works created by Amway that may be used by ABOs (subject to the limitations outlined in the Resource Center). An ABO may use those unmanipulated resources without seeking prior approval from Amway. An exception to this would be the featuring of materials that have otherwise been approved for use by ABOs, including Amway-produced content featured on Amway-owned digital properties, when creating Stories on ABO-owned digital properties. Adding Stickers, Text, GIFs, etc. is allowed, so long as ABOs maintain the integrity of the assets. ABOs do not need to obtain permission to share or link from official Amway digital properties.

Use of Materials Created by Amway Examples:

(a) An ABO shares an image from Amway's official Facebook® page promoting the L.O.C. brand on his page. He is **allowed** to share the post because he does not need to obtain permission to share from official Amway digital properties.

(b) An ABO right clicks and saves or screen shots an image from the product section of Amway.com and posts it to her Twitter® profile. This is **not allowed** because the rights to the image may only pertain to the company website (e.g. models featured in website photography) and may not extend to ABO usage. In addition, the quality of the image may be compromised. The ABO should obtain an image from an approved Amway source (such as the Resource Center) to ensure that the ABO is using a high-quality, authorized image.

(c) An ABO obtains an Artistry™ image from the Resource Center. She adds stickers to the image, along with her own Text to promote the Artistry brand along with her Amway Business, and posts to her Instagram Story. In doing so, she maintains the appearance and substance of the underlying image, which maintains the integrity of the asset. This is allowed because ABOs are allowed to edit or enhance resources from Amway without prior approval when creating Stories on digital properties owned by the ABO.

Use of Materials Created by Third Parties

An ABO must not use copyrighted materials from a third party without first obtaining a proper written assignment, license, or other permission from the copyright owner, or unless the use is otherwise permitted by applicable laws. An ABO must retain any written permission they obtain for the use of copyrighted materials and produce them to Amway upon request. The ABO must comply with all copyright laws in their Digital Communications.

Sharing a link or using the share button to an article, blog post, or social media post written by a third party is allowed provided anything accompanying the posted link does not include references to Amway™ products or the Amway opportunity. In addition, comments on the posted link must not include references to Amway™ products or the Amway opportunity.

Use of Materials Created by Third Party Examples:

(a) An ABO reads an online The Straits Times article discussing a potential link between fish oil and the reduction of risk for heart disease. The ABO shares the article to his Facebook® account with the following text: "Really interesting article on the potential link between fish oil and heart disease." This is **allowed** because the ABO's comments do not include references to Amway™ products.

(b) Forbes® posts on its official Facebook® page a link to an article on its website. An ABO shares the article with his Facebook® followers. If Forbes®' original post contained a "Share" feature, Amway will not prohibit the ABO from sharing that post. This is **allowed** so long as any commentary added by the ABO is in compliance with other sections of these DCS. For example, the content should not suggest that Forbes® is promoting or is in any way affiliated with the ABO or Amway.

(c) An ABO shares a third-party article that features Amway™ products to her Twitter® account and comments, "Check out this article." This is **allowed** provided the ABO's comments do not include references to the Amway™ products or business.

(d) An ABO subscribes to Forbes® magazine, sees an article in it discussing the Amway opportunity, and shares photographs of the cover and pages from the article on Instagram®. This is **not allowed** unless the ABO first obtained written permission from Forbes®.

(e) An ABO sees a video on YouTube® created by another ABO. The ABO downloads the video and then uploads it to Facebook®, sharing it with all of her followers. This is **not allowed** unless the ABO received written permission from the original owner.

(f) An ABO shares an online The Straits Times article to her Facebook® account with the following text: "Really interesting article on the potential link between Vitamin D and depression. Contact me if you want more info about the new Nutrilite™ Vitamin D supplement!" This is **not allowed** because the post includes a reference to an Amway™ product and it creates an implied claim that Nutrilite™ Vitamin D supplement does or could reduce the risk for depression. Amway does not have substantiation for such a claim.

(g) An ABO copies an image of a best-selling book cover from Google® images and posts it on a social media site. This is **not allowed** because the ABO does not own the rights to the image.

<u>Music</u>

Music reproduced, altered, played, performed, recorded, broadcast or streamed via the Internet cannot be used without a proper written assignment, license, or other permission of the owner or through applicable laws that permit the use. MORE THAN ONE LICENSE IS OFTEN REQUIRED WHEN USING RECORDED MUSIC. Any written permission obtained shall be retained by the ABO and provided to Amway upon request.

Amway provides Signature Tracks music (available in Amway website) to ABOs for use in their Amway™ businesses. This music may be used because licenses and permissions have been obtained for ABO use.

Music Examples:

(a) An ABO records a time lapse video of himself cleaning a kitchen with Amway Home™ cleaning products. Before posting to Instagram®, he selects background music from Signature Tracks and edits the video to include that music. This is **allowed** because the music available on Signature Tracks is licensed for an ABO to use in this manner.

(b) An ABO records a 20 second makeup-application demonstration featuring Artistry™ products. Before posting to Facebook®, she adds 20 seconds of a popular song as background music. Unless the ABO has obtained the appropriate license(s) for that track, the post is **not allowed**.

(c) An ABO takes a 30 second video of a live music performance at an Amway event and posts it to Facebook™. Unless the event coordinators have explicitly approved this activity, or the ABO independently secures the rights to use the performance in that manner, this is **not allowed**.

Rights of Publicity

A person's "right of publicity" is the person's right to control and profit from commercial use of his/her own likeness, including his or her name, image, voice or other aspects of his/her identity. An ABO is expected to respect others' rights of publicity and comply with all applicable laws related to the ABO's Digital Communications and comply with individuals' requests to stop using their likeness. An ABO is not allowed to use another individual's rights of publicity to promote his/her business without first obtaining written permission from that individual.

Amway prohibits an ABO from posting content that contains a celebrity's likeness or that prominently features a third party unless the ABO has obtained written authorization from the person(s) appearing in the content or Amway has otherwise approved that content.

Rights of Publicity Examples:

(a) An ABO is at the beach, and takes a selfie holding up a can of XS™ energy drink. A group of people can be seen in the background, but the camera is focused on the ABO and aspects of the identities of the background people cannot be easily determined. The ABO posts this photo with the caption "Great day at the beach powered by XS™ brand! See link in bio for more info on how to get your XS™ products!" This is **allowed;** however, Amway requires that the ABO take the post down if the people are recognizable in the photo and have asked that the post be removed.

(b) An ABO takes a selfie where a well-known author, who is paid to speak and sign books at an Amway event, is highlighted in the background. This is **allowed** provided the event guidelines allow photography of this author at the event. If allowed, the ABO must not imply that the author is affiliated with or endorses Amway.

(c) An ABO re-tweets a photo of a famous snowboarder drinking an XS™ energy drink with the caption "Check this out! Top athletes swear by the XS™ brand!" This is **not allowed** unless the ABO has obtained written authorization from the snowboarder.

(d) An ABO is at the beach, and takes a selfie holding up a can of XS™ energy drink. Two random people photobomb the ABO, both giving him the thumbs up sign. The ABO posts this photo with the caption "Great day at the beach! Everyone loves XS™ energy drinks! See link in bio for more info on how to get your XS™ products!" Unless those two people provided consent to the ABO, this is **not allowed** and gives the impression that those people are promoting XS.

Trademark Use

An ABO is not allowed to copy, distribute or use in any other manner any trademarks of Amway or Alticor Inc. ("Alticor") without prior written approval from Amway. Amway or Alticor corporate-owned trademark and logo artwork, product photos, and corporate-related images may be obtained only from approved sources as specified by Amway.

An ABO is not allowed to copy, distribute or in any other manner use trademarks of a third party without proper written assignment, license, or other permission by the trademark owner.

Amway's Trademarks

Amway's trademarks – including Amway™, Nutrilite™, Artistry™, XS™, and other brands, logos, or names it currently uses or may adopt in the future – are of great value to Amway.

Amway expects the ABO to respect its rights by only using Amway-owned trademark and logo artwork, product photos, and corporate-related images that the ABO has obtained from approved sources as specified by Amway. One of these approved sources is the Resource Center. An ABO may use unedited resources found in the Resource Center without seeking prior approval from Amway.

When creating a digital property (such as a Facebook® or Instagram® account, or website), an ABO may use an Amway-owned brand name (in text only) to describe the ABO's connection to Amway as appropriate in the "about," "bio," or similar relevant area on the digital property without prior approval. An ABO must not use Amway-owned trademarks (product or brand names), brand logos or product images, in the domain name, account username, handle, account name, display name, page name, email address, profile pictures, cover phtots or backgrounds or similar relevant area on the digital property, unless you have written permission from Amway.

Except for assets obtained from the approved sources and as otherwise described in this section, an ABO is not allowed to copy, distribute or in any other manner use trademarks of Amway without prior written approval from Amway.

Amway's Trademarks Examples:

(a) An ABO creates a Facebook® page and the bio section reads, "Amway Business Owner. Passionate about BodyKey and weight management. Direct message for more info." This is **allowed** because Amway brand can be used in the bio section.

(b) An ABO creates an Instagram® account with the username @amwayking. This is **not allowed** because the ABO used "Amway" in the username.

(c) An ABO creates a Twitter® account with the display name "My Nutrilite Account." This is **not allowed** because the ABO used an Amway owned brand, Nutrilite, within the display name.

Third-Party Trademarks

The ABO is responsible for not violating the trademark rights of third parties in its Digital Communications. An ABO must not feature or use a third-party's trademark in a Digital Communication in a way that falsely suggests an affiliation or sponsorship between the ABO or Amway and that third party.

Third Party Trademark Examples:

(a) An ABO posts an image with her Training Organization logo on her Instagram account. This is **allowed** provided the Training Organization approves use of the trademarked logo.

(b) An ABO posts a video to Facebook® demonstrating (in full compliance with product claims rules) how Amway products are used in the kitchen. The ABO has a Betty Crocker® cookbook propped up on the counter next to the Amway products and is wearing a shirt with the Betty Crocker® logo embroidered on the chest. This is **not allowed** because posting this video could be interpreted as suggesting an affiliation between the ABO and Betty Crocker®and/or between Amway and Betty Crocker®.

SUBMITTING FOR AUTHORIZATION

BSM are often thought of as books, brochures, CDs, etc. used to support, train, motivate, and educate ABOs, prospects, and customers [Section 7 –Business Support Material) BSM] can also include digital assets such as apps, websites, podcasts, and videos. All digital BSM must comply with the Rules and QAS.

Under the Rules, BSM must be submitted to Amway for review and approval prior to use. Digital Communications that are BSM but that are spontaneous in nature will not require prior approval unless specifically set forth in these DCS. The following is a list of Digital Communications that require prior written approval from Amway prior to use:

- Amway, Alticor, and third-party intellectual property.
- Before and after images and videos (user generated; except for color cosmetics).
- Blogs. (Note: Only the "concept/theme" of the blog needs to be reviewed).
- Digital events with use of third-party intellectual property.
- Digital events on non-ABO owned or controlled properties.
- Digital events with use of Amway ABO Compensation Plan information in a non-ABO community.
- Mobile apps.
- Podcasts.
- Product demos (user generated; except for color cosmetics, cookware, and cooking).
- Video, audio and saved/memorialized Live Stream containing: Plan, Product Claims, Prospecting, Income Representations, and Third-Party IP.
- Websites.

Singapore - ABOs must send all requests for review and approval to Business Conduct and Rules Department via email at sghelpdesk@amway.com. Requests must include ABO name and number, content and intended use.