

TERMS AND CONDITIONS OF AGREEMENT
Policies and Procedures
Marketing Plan Agreement

For Home Business 2.0 and Pinnacle Evolution Members

Rev 12/21/2008

This Terms and Conditions Agreement (TACA) is held by and between you (USER) and the company or companies (Home Business 2.0, Pinnacle Evolution, PE Enterprises, Inc. and any and all contributing authors) hereinafter referred to as the "COMPANY" and/or its assigns for the purposes usage of FREE or subscription resources, content, and services. This TACA comprises the Entire Agreement between USER and COMPANY.

The USER hereby accepts and agrees that ...

(1) Electronic Signature

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001, et seq.), requires that you consent to entering into an electronic agreement with COMPANY, as the first step to entering into the COMPANY TACA. Please read the following information carefully.

Should you enter into an online TACA, you will not be required to submit a paper application. The entire agreement between you and COMPANY will be evidenced by an electronic record. To enter into the TACA, you must additionally electronically acknowledge that you agree to the terms of the COMPANY Policies and Procedures and the COMPANY Marketing and Compensation Plan.

To enter into the TACA, you will need the following hardware and software: A Personal Computer ("PC") with modem or other Internet access device, operational Internet browser software (e.g., Netscape Communicator, Internet Explorer, Safari, Opera, Firefox), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the TACA, COMPANY will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

Your consent will apply to all transactions between you and COMPANY.

You may withdraw your consent to the use of electronic records at any time. However, should you do so; the TACA will be automatically terminated. To withdraw your consent (and thereby terminate the TACA), or update any personal information, you may do so online at <http://www.homebusiness2-0.com> or by sending written notice to

Pinnacle Evolution., 651 Rue Orleans, Mandeville, Louisiana, 70470, or admin@homebusiness2-0.com.

During the enrollment process, you will have the ability to read, download, print, and retain the entire TACA for future reference. Additionally, you may request printed copies of those documents by contacting Pinnacle Evolution., 651 Rue Orleans, Mandeville, Louisiana, 70470, or admin@homebusiness2-0.com. Your request must include your name, your Affiliate ID, your mailing address, and your E-mail address. Upon receipt of such a request, COMPANY will mail you the then current version of each document. There is a charge of \$10 for this service.

By entering into the Agreement, you agree that COMPANY may amend the same (including the Policies and Procedures and the Marketing and Compensation Plan) at its sole discretion at any time. You may obtain a copy of the version of these documents that were in effect at any time after you entered into the Agreement. Prior versions are archived by COMPANY. Should you wish to obtain a copy of any version of the TACA since the date of your enrollment, send a written request to Pinnacle Evolution., 651 Rue Orleans, Mandeville, Louisiana, 70470, or admin@homebusiness2-0.com. Your request must include your name, your Affiliate ID, your mailing address, and your E-mail address. Upon receipt of such a request, COMPANY will mail or email to you a copy of the version of the TACA that you requested. Be certain to specify the date of the version that you wish to receive. There is a charge of \$10 for this service. The most current version of the Policies and Procedures and the Marketing and Compensation Plan are always available at COMPANY's official web site for viewing, printing and downloading.

Please indicate your consent to the above terms by clicking the "checkbox" for this and each and every item of the TACA on the Digital Signature Form that you are required to complete before initiating payment for products and services. By providing your consent, you also confirm that you are able to access all the TACA electronically.

(2) Authority for Consent

I am of legal age to enter into this Agreement, in accordance with my local laws of the governing authority for the location of my domicile.

I understand that I am not an Affiliate until COMPANY has accepted and processed the electronic sign-up, at its home office.

I warrant that I have the authority to enter into this Agreement based on the laws of the governing authority for the location of my domicile.

(3) Subscriber Usage and Retail Purchase Acknowledgement

I will purchase products only for personal use, and not solely for the purpose of qualifying for Affiliate commissions or bonuses. I acknowledge that I am purchasing COMPANY's products and/or services of my own free will, and for my own personal or household use, for the benefits that COMPANY's products provide.

Should I choose to become a Monthly Subscriber, and authorize COMPANY to automatically re-new my subscription on a monthly or annual basis, I agree that I am doing so for the purposes of continued access to the continually enhanced content provided by COMPANY, and not for qualifying for Affiliate commissions or bonuses.

(4) Cancellation Policy

I am entitled to cancel this TACA at any time and for any reason with written notice to the COMPANY. COMPANY sells its products and services directly to the end user consumer, where they become used and non-returnable upon delivery. I agree that once I have attained access to COMPANY products and services by becoming a Paid Subscriber, that those products have been delivered to me, and are un-returnable because of the digital nature of the products and services.

I further agree that in the event I decide to cancel my monthly paid subscription, that said cancellation become effective at the END of the currently paid for subscription period, this Agreement and access to COMPANY products and services will terminate effective on that date.

I understand that it is MY Responsibility to cancel my monthly automatic renewals BEFORE a billing cycle; AND that once I have executed a subscription payment, either now or through the auto-renew program; that those charges are FINAL and NON-REFUNDABLE under ANY circumstances.

(5) Affiliate Member Code of Conduct

As an Independent Affiliate I will:

1. Conduct myself with honor in the spirit of excellence in everything that I say and do in connection with my Affiliate Membership.
2. Provide guidance, support, and inspiration to my clients that are also Independent Affiliates.
3. Behave in a Professional, courteous, and considerate manner.
4. Not misrepresent COMPANY products, programs, and/or opportunity
5. Not make income claims in my marketing
6. Honor all Copyrights in my marketing endeavors.
7. Honor my commitments to payments.
8. Become familiar with, and abide by the Policies and Procedures of COMPANY and conduct my business and marketing efforts in complete compliance.
9. Honor the Spirit of our "Level Playing Field" objectives by not attempting to gain advantage on company "Real Estate", Intellectual property space, and/or Internet Search results by taking actions which can lead to me acquiring another active Affiliate's leads or traffic.
10. Not enroll as an Affiliate Member using a fictitious or assumed name.

(6) Scope of Authorization to Represent COMPANY

1. I understand that as an Independent Affiliate I cannot not, under any circumstance, incur any debt, expense, or obligation on behalf of, or for COMPANY.
2. I will never represent that I have the authority to commit the COMPANY to ANY obligations or contracts under any circumstances, and never attempt to do so.
3. I understand as an Independent Affiliate of COMPANY, that I will not, for any reason and in any manner act as an official spokesperson for COMPANY to any media outlet or publication.
4. I will not create, print, publish, or distribute any literature or materials representing COMPANY or its products and services, and only use COMPANY supplied or officially approved marketing materials. The only exception to this will be with prior WRITTEN consent by the COMPANY.
5. I understand that I will not use COMPANY logos and/or any content from COMPANY web sites and literature on my own web sites and or literature.
6. I understand that as an authorized Independent Affiliate, I have the rights to (a) sell products and services offered by COMPANY in agreement and in accordance with COMPANY Marketing Program and Policies and Procedures, and (b) sponsor other Independent Affiliates in agreement and in accordance with COMPANY Marketing Program and Policies and Procedures.
7. I understand that I will make no claims or warranties of any kind, including, but not limited to, any claims for earnings or benefits concerning its products, other than those included in COMPANY written literature. I will not make product claims which are not stated in official COMPANY literature, and I am only permitted to create my own sales and marketing literature in accordance with COMPANY Policies and Procedures.
8. I understand that I may not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of COMPANY, except as approved in writing by COMPANY. Violation of this rule may result in termination of Affiliate Member benefits and possible claims for damages if the vendor relationship is compromised by the Affiliate contact.

(7) Scope of Affiliate Member Relationship and Status

1. I understand that by entering into this Agreement that I become an Affiliate Member of the Home Business 2.0 marketing program and that I am an Independent Contractor, not an employee of COMPANY.
2. I understand that I am not required to Market the Home Business 2.0 program or sell the COMPANY products and services in order to be an Affiliate Member.
3. I will not, under ANY circumstances be treated as an employee of COMPANY, including but not limited to treatment as an employee for Federal, State, or Local tax purposes, nor for the purposes of the Federal Unemployment Tax Act, State Employment Security Acts, or State Workers Compensation Acts.
4. I understand and agree that I will not be issued any tax documentation by COMPANY and that it is my SOLE responsibility to exercise proper accounting practices and pay all applicable Federal, State, and Local self-employment taxes,

Sales Taxes, and/or License fees that may become due as a result of my activities under this Agreement.

5. I understand that my acceptance of this Agreement does not constitute the purchase of a franchise, a security, or any ownership interest in COMPANY.
6. I understand that no exclusive territories will be granted to anyone, and that no Franchise fees have been, or will be paid by acceptance of this Agreement.

(8) Right to Amend

1. I understand and agree that COMPANY may, at its discretion, amend the Marketing Program, the Policies and Procedures, and the TACA. Notification of such changes will be posted on the COMPANY web site(s) and announced in COMPANY communications with Affiliate Members.
2. I agree to abide by all such amendments or cancel my Affiliate Membership subscription. No refunds will be offered or paid should you elect to cancel your Affiliate Membership subscription due to a change in COMPANY TACA, Marketing Plan, and/or Policies and Procedures.
3. I agree that when I continue to purchase the products and service offered by COMPANY, that I am accepting any and all amendments that may have occurred since I first executed this Agreement via Electronic Signature.

(9) Rights to Sell or Transfer Affiliate Membership

1. I understand the my Affiliate Membership can be sold, transferred, or assigned to another party in accordance with the Affiliate Membership transfer Policies and Procedures, and subject to approval of the COMPANY.
2. This Affiliate Membership shall pass by will or intestate succession, as provided by law. COMPANY will require the successor(s) in interest to sign, execute, and be bound by the then current TACA.
3. It is the COMPANY's position that transfers of sponsorship are rarely necessary, and disruptive to the Marketing Plan. Such application for transfer, as detailed in the TAC Policies and Procedures, must be followed for consideration for transfer. COMPANY is not obligated to approve transfer request, and the burden rests with the Affiliate Member to make a compelling case for transfer.

(10) Copyright and Intellectual Property Acknowledgement

1. I agree and understand that the content provided through this purchase REMAINS and will always be the property of COMPANY.
2. I agree that under no circumstances will I share access to COMPANY materials to a non-subscribers and that such behavior is a violation of Copyright Laws and this TAC.
3. I Agree I may download the downloadable products for my own personal use, however, under no circumstances will I re-sell, distribute, or share these products to anyone else ... ever.
4. I Agree and understand that any Copyright Infringement Violation under this Agreement is punishable by termination of this agreement and by all applicable statutory and tort laws.

5. I agree that violation of this clause will cause damage to COMPANY of estimable amount.

(11) Acknowledgement

1. I have carefully reviewed the Policies and Procedures and Marketing Program of COMPANY and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by the COMPANY.
2. My violation of any of the TACA, Policies and Procedures, and/or Marketing Program may result in loss of Active Marketing Status; and under certain circumstances may result in loss of all or part of my marketing organization and/or cancellation of this TACA.
3. COMPANY will provide Notice of Default or Violation of Compliance in any circumstance and follow COMPANY Policies and Procedures in the event that COMPANY deems an Affiliate Member to be in violation of any part of this Agreement.
4. I understand that there is no guarantee of income, or continuity of income offered or provided under ANY circumstances.
5. I further acknowledge that the COMPANY is ultimately the Authority in all compliance matters and that termination of the Agreement and/or loss of Affiliate member organization is ultimately the Sole Discretion of the COMPANY.

Pinnacle Evolution and Home Business 2.0

Policies and Procedures

This document contains the "Policies and Procedures" for Affiliate Members of Pinnacle Evolution, Home Business 2.0, PE Holdings, Inc, or their assigns (hereinafter referenced as COMPANY). The Affiliate Member (YOU) agrees and accepts these Policies and Procedures in conjunction with COMPANY Terms and Conditions (TAC), and that acceptance is indicated by Electronic Signature. Affiliate Member hereby acknowledges that they have executed and accepted the E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) requirements prior to accepting these TAC and Policies and Procedures.

As an Affiliate Member of COMPANY programs, I hereby promise, commit, and agree to abide by and honor the following COMPANY Policies and Procedures.

(1) Ethical Standards

1. I will be honest and forthright in all of my business activities and while transacting commerce as an Affiliate of Home Business 2.0 and/or Pinnacle Evolution.
2. I will not engage in any illegal or deceptive practices.
3. I will respect the time and privacy of everyone I contact to become retail customers or Affiliate Members of COMPANY.
4. I will be courteous and respectful to everyone contacted in the course of my COMPANY Affiliate Member business.
5. I recognize that COMPANY officers and leaders have strong personal convictions regarding the ethical standards of conduct of all COMPANY Affiliate Members representing COMPANY brands.
6. I will make no income claims or representations regarding COMPANY Marketing Program outside of what is contained in COMPANY marketing materials.
7. I understand and accept that my own success will involve personal commitment, dedication, and specific action in order to have the Affiliate Member success I desire; and I understand that it is my responsibility to follow the COMPANY curriculum and execute the plan of action in pursuit of my success with complete excellence.
8. I agree that I will not make any false claims of income or experience with COMPANY products, and I agree to hold COMPANY harmless of any claims from my customers that may arise from making false claims.
9. I understand and agree that I am solely responsible for all financial and legal obligations incurred by me in the course of my business as an Affiliate Member of COMPANY, including self-employment taxes, income taxes, sales taxes, license fees, etc. I understand that I am an independent contractor for all federal and state tax purposes.

10. I will compete in the marketplace with focused aggressive effort and conduct myself in the spirit fairness, and I will respect the participants of other network marketing opportunities. I will not solicit from the Affiliate lists or customer lists of other network marketing companies, nor focus sales or recruiting efforts solely on the customers or Affiliates of any one other company. I will not use sales materials that are regarded as proprietary by other companies.
11. In the event I have a grievance of any kind, I will use appropriate COMPANY channels for resolution, which include but is not limited to direct communication with COMPANY via regular mail, email, or telephone communication. The COMPANY can be contacted by writing to Pinnacle Evolution., 651 Rue Orleans, Mandeville, Louisiana, 70470, or admin@homebusiness2-0.com.
12. I will represent the COMPANY program with honor and respect and I understand and agree that any negative comments **publicized** about COMPANY will be grounds for cancellation of this agreement, and termination of rights under the Marketing Plan.
13. I agree not to speak about my own integrity, I will behave with integrity and honor.

(2) COMPANY Rights

1. The COMPANY reserves the right to decline and Affiliate Member Application, or Enrollment, including the application of any person who has or has had a financial interest of any kind in any COMPANY Affiliate program under a different enroller in the preceding six (6) months.
2. In the event an Affiliate Member is found to have more than one (1) Affiliate Membership position, even if registered under a different name or entity, the COMPANY reserves the right to CANCEL any or ALL Affiliate Membership positions.
3. Should an Affiliate Member decide to change sponsorships, they must do so by written request to COMPANY and send it to Pinnacle Evolution., 651 Rue Orleans, Mandeville, Louisiana, 70470, or admin@homebusiness2-0.com. Affiliate Member understands that they will forfeit any customer Affiliate Members should such a sponsorship change be authorized.

(3) Affiliate Member Rights

1. All Affiliates Members are authorized to sell COMPANY products and services, and to participate in the COMPANY Marketing Program. All Affiliates Members may enroll new Affiliate Members.
2. No person is required to purchase any COMPANY products to participate in the Marketing Program. The only required payment for participation as an Affiliate Marketer is \$49.95 administration fee for six months of administrative and sales support.
3. Each person that wishes to participate must have their own Affiliate Membership position, and pay separately for COMPANY Products and Services.

4. Each person, married or unmarried, retains their individual rights under this agreement with COMPANY, and Affiliate Memberships can not be consolidated except through the provisions of the Marketing Plan.
5. Affiliates Members may not have a financial interest in more than one Affiliate Membership except as provided in a marriage community interest. In the case of a Married couple where each party wishes to participate in COMPANY plan, each must have their own Affiliate Membership.
6. An Affiliate Member that has a financial interest in a corporation that is a COMPANY Affiliate Member, or a partner of a partnership that is a COMPANY Affiliate Member may become a COMPANY Affiliate Member individually.
7. An Affiliate Member may request a transfer of Sponsorship without their enrollee organization with the written consent of their immediate sponsor. Such transfers are subject to approval by COMPANY and/or designated Affiliate Member peer review committee. (Transfer Service Fee Applies)
8. An Affiliate Member may request a transfer of Sponsorship WITH their enrollee organization, and must submit request with notarized consent of each enrolled Affiliate wishing to be included in the transfer. All transfers are subject to approval by COMPANY and/or designated Affiliate Member peer review committee. (Transfer Service Fee Applies)

(4) Corporations, Partnerships, Trusts, and Other Organization as Affiliate Members.

Corporations, Partnerships, Trusts, and Other Organizations such as churches ("Any Entity") may apply to become Affiliate Members of COMPANY. Any entity that is not an individual and that is also required to file tax returns, are subject the following requirements to become an Affiliate Member.

None of the shareholders, partners, or others with financial Interests the Entity may also have an individual Affiliate Membership without express written permission from COMPANY.

All Entities must file an Affiliate Application accompanied by copies of the following documents in order to become approved as Affiliate Members.

- a) Articles of incorporation, partnership agreement or trust documents as filed with the State.
- b) Corporate applicants must disclose a complete list of all directors, officers, and shareholders involved in the corporation. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee and beneficiary.
- c) Proof must be provided of a Federal ID Number and a copy of the Annual Certification from the Secretary of State of the State of Trust, Partnership Registration or Incorporation.
- d) Shareholders, partners, beneficiaries and trustees, directors and officers, as applicable, agree to remain personally liable to COMPANY and bound by its rules and regulations.

Send these documents via email attachments or via mail to send it to Pinnacle Evolution., 651 Rue Orleans, Mandeville, Louisiana, 70470, or admin@homebusiness2-0.com.

(5) General Policies

1. Affiliate Members will not bind, attempt to bind, or represent that they have the authority to bind COMPANY to ANY obligation.
2. An individual or Entity will not enroll as an Affiliate Member using a fictitious name, assumed name or alias.
3. Affiliate Members positions are renewed monthly. Each time an auto subscription renewal is paid an Affiliate Member is renewing their membership status, and accepting the then current terms and conditions. Affiliate Members will be notified in the event this TAC Agreement is modified or changed, and be required to acknowledge those changes upon accessing their website.
4. Affiliate Members agree to indemnify and hold harmless COMPANY, its shareholders, employees, agents, and successors in interest from and against any claim, demand, liability, loss, cost, or expense, including, but not limited to, attorney's fees arising or alleged to arise in connection with the Affiliate Membership position, and any matter related to the Affiliate Member's performance under the TAC Agreement.
5. Affiliate Members shall comply with all federal and state statutes and regulations and local ordinances and regulations concerning the operation of their businesses.
6. Affiliate Members are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, COMPANY will issue an IRS Form 1099-MISC for US domiciled Affiliate Members as required by law for any sums paid to Affiliate Members by COMPANY (exceeding \$600), or for purchases of COMPANY products and services in excess of \$5,000, or as required by US Law.
7. Affiliate Members are not restricted from selling the products and services of other companies; however, promotion of products, services or income opportunities of other direct selling companies, to COMPANY Affiliate Members is strictly prohibited without written consent of COMPANY. Any Affiliate Member found in violation of this rule risks suspension and/or termination of position.
8. Affiliate Members are not granted exclusive territories, and no representation will be made by an Affiliate Member that such exclusivity exists.
9. There are no Geographical Limitations on Affiliate Member Enrollment.
10. Any Affiliate Member residing outside the United States of America will abide by all Laws of their country, district, and local, and such an Affiliate Member agrees to hold COMPANY harmless for obligation arising from Affiliate Member's business activities.
11. If one person or Entity submits multiple Enrollments, on the first completed enrollment as logged on COMPANY Internet properties will be accepted by COMPANY.

12. The COMPANY reserves the right to resolve any dispute between Affiliate Members.
13. Video or audio taping of COMPANY meetings and conferences is strictly prohibited. Still photography is allowable at the discretion of the meeting host.

(6) Affiliate Member Customer Support Requirements and Responsibilities

Affiliate Members who choose to enroll other Affiliate Members are required to

1. Assist their enrolled Affiliate Members as required, expected, or promised to enrolled Affiliate Member.
2. Guide their enrolled Affiliate Members through their enrollment, payment, and initial access to the COMPANY Internet System.
3. respond to enrolled Affiliate Members communications or request for assistance within 24 hours of such a request, or in the event sponsoring Affiliate Member is on vacation, or away from their place of business for more than 48 hours, Sponsoring Affiliate Members will provide notice to their enrolled Affiliate Members via email, email auto-responder, and/or voice message indicating the duration of Sponsoring Affiliates absence and contact information for Sponsoring Affiliate Member's own Sponsoring Affiliate Member.
4. Provide mentorship and leadership by example to ALL of their enrolled Affiliate Members.
5. Maintain an ongoing and professional leadership association with enrolled Affiliate Members in their organization, and must assist enrolled members in a Supervisory capacity in enrollee's Sales Activity. Supervision includes, but is not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice and electronic mail, training sessions, and assistance with Enrollee's prospects and enrollees.
6. Affiliate Members must maintain documentary evidence of their professional relationship with their enrollees, and be able to produce said documentary evidence upon request from COMPANY. Documentary includes, but is not limited to written correspondence, email correspondence, and phone records.

(7) Voluntary and Involuntary Affiliate Member Termination

An Affiliate Member may voluntarily terminate their Affiliate Membership and their Affiliate Membership Position by failing to renew this Agreement, or after 30 days of non-subscription renewal.

1. Voluntary Resignation is effective upon receipt of such a notice by COMPANY in writing and delivered by courier or mail to COMPANY's home office. Affiliate Member must indicate if they wish to continue to be eligible for ongoing income from their organization in the Voluntary Resignation. (see Article 8)
2. An Affiliate Member may be terminated for violating any of the terms of this Agreement.
3. In the event that COMPANY finds an Affiliate Member is in violation of any of the Terms of this Agreement, other than Article 1 violations (Ethical Standards),

- COMPANY will notify Affiliate Member of violation and Affiliate Member will have 72 hours to comply, and show proof of compliance.
4. Violations of Article 1 (Ethical Standards) may, at COMPANY's sole discretion, terminate Affiliate Member's position in the Marketing Plan and Membership in this program.
 5. The Termination Procedure for all violators of this TAC Agreement is as follows; however, the ultimate and final decision regarding termination is the COMPANY's.
 6. Upon finding or suspecting that an Affiliate Member is in Violation of this TAC Agreement, COMPANY will
 - (a) Suspend Access and enrollment privileges of Affiliate Member to COMPANY properties. No orders will be accepted for COMPANY products and services placed by a Suspended Affiliate Member.
 - (b) Notify Affiliate member via electronic mail and/or postal mail of violation and suspension status.
 - (c) Notify Affiliate Member of procedural details pertaining to their case including but not limited to, time to cure default or violation, engagement of Affiliate Member Peer Review Committee to hear details of the case, and make their recommendations, time table for peer review, and final decision window.
 - (d) Affiliate Member Peer Review Committee will convene to make determination with 10 business days of notice of engagement of Peer Review Committee.
 - (e) Affiliate Member Peer Review Committee will make decision by majority vote, and their decision will be forwarded to COMPANY.
 - (f) COMPANY will review Peer Review Committee findings, and issue either compliance requirements and terms of re-instatement; or Notice of Termination to Affiliate Member.
 7. An Affiliate Member who has been terminated will have 10 business days to submit in writing and delivered via certified or courier mail, certified with signature required; to file an appeal, or request for re-instatement.
 8. Peer Review hearing or COMPANY review of an Appeal will occur within 10 business days, and Terminated Affiliate Member will be notified within 20 business days of receipt of Appeal of terminated course of action by the COMPANY.
 9. An Affiliate Member who has been suspended will lose enrollment rights for the period of the suspension. A Suspended Affiliate Member may access COMPANY products and content platform while suspended, but will not have access to Affiliate Member business center. A suspended Member can re-new their subscription to COMPANY products and services.

10. An Affiliate Member who has been terminated will lose enrollment rights, and COMPANY Internet property access rights. An Affiliate Member who gets terminated will not be eligible for a refund of any kind for any un-used portion of subscriptions paid
11. A Terminated Affiliate Member may apply for re-instatement after 12 months. It will be at the Sole Discretion of the COMPANY to allow or accept either a new enrollment or a re-instatement request of a Terminated Affiliate Member.
12. The COMPANY reserves the right to be the sole arbiter and decision maker in any case of violation of this Agreement in protection of the Integrity, Name, Image, or viability of COMPANY and its Affiliate Members.
13. Anyone found to be in violation of an Article 1 offense will be terminated permanently, with no opportunity for re-instatement.
14. In instances where applicable state law is inconsistent with the foregoing, such procedure shall be automatically amended for compliance.

(8) Continuity of Business Income

An Affiliate Member who has resigned, been suspended or terminated may retain any residual business income after resignation, suspension, or termination subject to the following:

1. A Resigned, Suspended, or Terminated Affiliate Member hereinafter referred to as Non-Status Affiliate Member, (NSAM); may continue to receive passive income from their business organization for a period of up to 1 year (12 months) after resignation, during suspension, or after Termination provided that NSAM retains their product and services subscriptions in accordance with the Marketing Plan.
2. Enrollee Affiliate members directly sponsored by NSAM may request to be transferred up in the marketing organization to the next active Affiliate Member above NSAM, and such transfer will apply to Enrollee Affiliate Member's affiliate sales organization automatically if transfer is approved in accordance with the Agreement. No Lateral or cross organization transfers will be authorized.
3. NSAM agrees that COMPANY is not GUARANTEEING continuity of NSAM income under any circumstances; and NSAM agrees to hold COMPANY, its officers, shareholders, employees, and assigns, harmless for any decay or loss of business income for any provision under this Agreement.

(9) Confidentiality of Client Database

1. Information contained in any genealogy or down line report provided to an Affiliate Member by COMPANY is proprietary and confidential to COMPANY, and is transmitted to the Affiliate MEMBER in strictest confidence. The Affiliate agrees that he or she will not disclose any such information to any third party directly or indirectly, nor use the information to compete with COMPANY or for any purpose other than promoting the COMPANY income opportunity.

2. The Affiliate and COMPANY agree that, but for this agreement of confidentiality and non-disclosure, COMPANY would not provide the information to the Affiliate.
3. Any Affiliate Member who is found to be in violation of this rule risks suspension or termination. COMPANY reserves the right to seek damages to the fullest extent of the law.

(10) Company Brands in Marketing Policy

1. The COMPANY brand names, Home Business 2.0, Pinnacle Evolution, HB2.0, Academy of Entrepreneurial Development, Academy of Entrepreneur Development, AED, and the names of all COMPANY products and services are the registered or unregistered trademarks of and owned by COMPANY.
2. Only COMPANY is authorized to produce and market products and literature under these trademarks.
3. Use of the COMPANY name(s) or COMPANY brand names on any item not produced or authorized by COMPANY is prohibited.
4. Affiliate Members are not permitted to use the COMPANY trade name or any of its trademarks or brand names on their business or personal checking accounts, Internet Address Domains, email addresses, or entity names.
5. Affiliate Members are not permitted to use the COMPANY trade name in advertising their telephone and fax numbers in the white or yellow page sections of the telephone book.
6. Affiliates Members are not permitted to incorporate into their own business card or letterhead graphics any COMPANY trade name or trademark with the exception of using the following terminology; "Affiliate Representative of the Home Business 2.0 Program"; "Affiliate Representative of the Academy of Entrepreneur Development"; or "Affiliate Representative of Pinnacle Evolution".
7. Only the approved COMPANY graphics version and wording are permitted, and branded letterhead, business cards, and other printed material must be ordered either from COMPANY directly or from a COMPANY approved source.
8. Affiliate Members may not answer the telephone by saying and of the COMPANY protect brand names, trade names, or product names; or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of COMPANY

(11) Internet and Web Site Policy

1. No Affiliate Member may independently design a web site that uses the names, logos, or product descriptions of COMPANY without written permission from COMPANY.

2. No Affiliate Member may under any circumstance use the Internet for the purpose of indiscriminate “bulk” or unsolicited mailing, generally known as “spamming.
3. No Affiliate may violate any local, state, or federal laws regarding the Internet or any generally accepted ethical codes of Internet conduct.
4. No endorsements of any kind, including by COMPANY officers, may be alleged, except as expressly communicated in COMPANY literature or approved in writing.
5. Affiliate Members shall not copy for sale or personal use audio or video taped material detailing the COMPANY products, services, or income opportunity presentations, events, or speeches, including conference calls without written permission from COMPANY.
6. COMPANY may seek injunctive relief or damages from the violator for the unauthorized use of COMPANY copyrights, trademarks, and materials.
7. No Affiliate Member will intentionally, or unintentionally allow to appear, web sites, articles, blogs, or blog postings, videos, audios, or ANY content that will appear on any search engine when querying the following search terms; **"Home Business 2.0", "hb2.0", "hb 2.0", "hb 2", "pinnacle evolution", "academy of entrepreneurs", "academy of entrepreneur development", or "academy of entrepreneurial development"**. **If any link that is display when you perform a search query on ANY search engine can be clicked (or displayed phone number called), and traced to ANY website of an Affiliate Member; that Affiliate Member is in Violation of this term. These keywords are OFF LIMITS to Affiliate members.**
 This policy extends to Affiliate Members advertising other programs and opportunities, and will be enforced to the letter of this policy. NO EXCEPTIONS
8. Affiliate Member agrees with and understands the spirit of fair play and level playing field that is embraced by COMPANY.
9. Affiliate Members found to be non-compliant on the Internet face Suspension of privilege, possible termination, and loss of all income.
10. Any violations of this policy may result in damage to the COMPANY and the Affiliate Membership community as a whole; and therefore violators may be prosecuted to the maximum extent under the law.
11. An Affiliate member MAY post content on the internet, that can be organically searched, that is posted in support of COMPANY program(s), but that will not lead to a specific Affiliate Member website.
12. An Affiliate Member, that wishes to post content that furthers the COMPANY cause can do so on the COMPANY blog(s), as long as no complete personal name, no phone numbers, no web site addresses, and no links to Affiliate Member site can be viewed under the conditions of paragraph 7 above.
13. Affiliate Members agree to watch the Internet Marketing training and Guidelines Video before beginning any campaign.

(12) Acknowledgements and Jurisdiction

1. COMPANY encourages all its Affiliate Members to keep complete and accurate records of all their business dealings. For US based Affiliate Members, a recommended publication is IRS Publication 911 For Direct Sellers, available from any IRS Office, or the IRS web site.
2. No income claims, income projections nor income representations may be made to prospective Affiliate Members outside of representations or models provided on COMPANY hosted presentations and literature.
3. Any false, deceptive or misleading claims regarding the opportunity or product/service are prohibited. This is counter-productive, and prohibited, since new Affiliate Members may be quickly disappointed if their results are not as rapid as the hypothetical model.
Affiliate Members may not represent or imply, directly or indirectly, that the COMPANY program has been approved or endorsed by any governmental or quasi government agency.
4. COMPANY reserves the right to amend this Agreement, its prices, product availability, and marketing program as it deems appropriate. Amendments will be communicated to all Affiliate Members through COMPANY publications. Amendments are effective and binding on all Affiliates as of the date of issuance. No failure of COMPANY to exercise any power under this Agreement or to insist upon strict compliance by an Affiliate Member with any obligation or provision herein, and no custom or practice of the parties at variance with this Agreement, shall constitute a waiver of the COMPANY's right to demand exact compliance with this Agreement.
5. Waiver by the Company can only be in writing by an authorized officer of the Company.
The Company's waiver of any particular default by a Affiliate shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Affiliate. Nor shall any delay or omission by the Company to exercise any right arising from default affect or impair the COMPANY's rights as to that or any subsequent default. If, under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these rules and regulations, or any specification, standard or operating procedure which COMPANY has prescribed is held to be invalid or unenforceable, COMPANY shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable. The Affiliate shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.
6. Jurisdiction. All disputes and claims relating to COMPANY, this Agreement, the COMPANY compensation plan, or its products, the rights and obligations of a Affiliate Member and COMPANY, or any other claims or causes of action relating to the performance of either a Affiliate Member or COMPANY under the Agreement or the rules and regulations, and/or an Affiliate Member's purchase of products shall be adjudicated totally and finally in Nevada, or such other location as COMPANY prescribes. Louisiana residents only: In the event of a dispute for jurisdictional purposes, an Affiliate Member shall be entitled to file an

adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law.

7. To the extent permitted by law, COMPANY and its affiliates, officers, directors, employees, and other representatives shall not be liable for, and the Affiliate hereby releases the foregoing from and waives any claim for loss of profit, incidental, special, consequential, or exemplary damages which may arise out of any claim whatsoever relating to COMPANY's performance, non-performance, act, or omission with respect to the business relationship or other matters between the Affiliate and COMPANY whether sounding in contract, tort, or strict liability. Furthermore, it is agreed that any damage to the Affiliate shall not exceed, and is hereby expressly limited to, the amount of unsold COMPANY products and services owned or held by the Affiliate and commissions owing.