

Australia and  
New Zealand  
Media Policy

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# NORWEX MEDIA POLICY

The Norwex Media Policy in its present form and as may be amended from time to time is incorporated into and forms an integral part of the Norwex Independent Sales Consultant Agreement (the “Consultant Agreement”), which sets forth the respective legal rights and obligations of Norwex and Norwex Independent Sales Consultants. It is the responsibility of each Consultant to read, understand, adhere to and ensure that they are aware of and operating under the most current version of the Norwex Media Policy. When recruiting a potential Consultant, it is the responsibility of the Recruiter to provide access to the most current version of the Norwex Media Policy to the new applicant prior to the potential Consultant’s submission of the Independent Sales Consultant Application.

## 1. USE OF THE NORWEX TRADEMARKS, TAG LINES AND LOGOS

The name Norwex is a registered trademark and a valuable asset of Norwex and is licensed to Consultants for use only in the manner authorised by Norwex. To that end, the Norwex name and other various trademarks, service marks, tag lines/slogans and logos of Norwex (collectively, the “Norwex Marks”), have been registered or have pending applications for registration in multiple international jurisdictions. Where allowed by Norwex in its sole and absolute discretion, Consultants may only use those of the Norwex Marks as expressly identified below in strict compliance with this Media Policy and any other directives or guidelines provided by Norwex in its sole and absolute discretion from time to time.

### A. Trademark Ownership

Norwex is the sole and exclusive owner of all right, title and interest in the Norwex Marks, including all related intellectual property and proprietary rights, subject only to the specific licenses granted to Consultants pursuant to this Media Policy. Except as expressly set forth in this Media Policy, Consultants shall not acquire or claim any rights in any Norwex Trademarks. No Consultant’s use of any Norwex Trademark shall give the Consultant any right, title, or interest in or to the Norwex Trademark and all such use and associated goodwill will inure solely to the benefit of Norwex.

### B. License

Subject to full compliance with the terms and conditions of the Norwex Independent Sales Consultant Agreement, the Norwex Policies and Procedures and this Media Policy, Norwex grants each Consultant a non-transferable, non-exclusive right during the term of the Consultant Agreement to use the Norwex Marks solely to advertise and promote the Norwex products and to indicate that the Consultant is an authorised distributor of the Norwex products.

### C. Restrictions and Guidelines

Only the approved registered “Norwex” trademark and Norwex House Logo, and other trademarks, services marks, tag lines and logos identified and currently or in the future used by Norwex (collectively with the Norwex trademark and Norwex Logo (the “Norwex Marks”), made available through the Consultant Office ([www.norwexbiz](http://www.norwexbiz)) (the “Norwex Consultant Office”), may be used.

When using the Norwex Marks, including but not limited to the Norwex trademark and the Norwex Logo, you must use them exactly as they are provided to you by the Home Office, with regards to format, font and/or colour. The Pantone colour code of the logos and trademarks are PMS no. 600. You cannot alter or otherwise change the

Norwex Marks in any manner whatsoever without the express written consent of Norwex in a separate writing. You are expressly prohibited from altering the “®” or “™” symbols on any Norwex Marks or their placement adjacent to such Norwex Marks.

The use of the Norwex Marks in any form other than expressly authorised by Norwex is prohibited. You are prohibited from using or applying the Norwex Marks on or in connection with any item, product, service, tool or other material not produced or otherwise authorised in writing by Norwex.

Consultants are prohibited from (i) adopting, using, applying to register or otherwise registering any trademarks, service marks, taglines/slogans or logos that are confusingly similar to the Norwex Marks, or (ii) adopting, using, seeking to register, or otherwise registering any domain name that is likely to cause confusion with and/or dilute the Norwex Marks. You are also expressly prohibited from using any Norwex Marks as a shortcut icon, website icon, URL icon, or bookmark icon (commonly referred to as a “favicon”) for any URL you have registered or administer without the express written consent of Norwex.

If your Consultant Agreement is terminated for any reason, you must promptly, but in any event within five (5) days, discontinue all uses of the Norwex name, the Norwex Marks, all derivatives of such Norwex Marks and other intellectual property, in email addresses, domain names, online aliases, postings and all social media sites.

As the owner of the Norwex Marks, Norwex has an obligation to police and maintain its rights in and to the Norwex Marks and the goodwill behind the Norwex Brand represented by the Norwex Marks. Where any Norwex Marks have been used by you on any domain names, email addresses, online aliases, or otherwise in any online content, except as may be otherwise provided in this Media Policy, Norwex reserves the right to have you remove such Norwex Marks from such use in Norwex’ sole and absolute discretion upon notice to you.

## 2. USE OF SOCIAL MEDIA

We at Norwex understand that new and exciting technologies continue to evolve on the Internet that creates new and exciting avenues for discussion of Norwex products and promotions, The Norwex ideology, core values or mission or the Norwex opportunity. Although these technologies continue to evolve, we support the use of social media applications on the Internet as a means to foster communities of discussion that will improve the visibility of our brand message and products consistent with our mission and core values.

We expect you to use good judgment in all situations — and the world of social media networking is no exception. The purpose of this policy is to outline the acceptable uses of social media platforms online and also outline uses that are not acceptable.

### A. General

When we refer to “social media” we are referring to tools and content that enable people to connect online, share their interests and engage in conversations online. Examples include social networks such as Facebook®, Twitter®, LinkedIn®, and Google+, as well as blogs, microblogs, wikis, media-sharing sites, forums and bookmarking sites (collectively referred to as “social media sites”).

Consultants may use social media sites to share information about the Norwex ideology, core values and mission and otherwise foster communities for discussion of Norwex as a company, the Norwex products and promotions and the Norwex opportunity. However, these sites may not be used to sell, offer to sell, or give away specific Norwex

products. When using any social media platform, you should be fostering a community of conversation where your Customers or users feel comfortable sharing, connecting and receiving information about, and assistance from, their Independent Sales Consultant. If you elect to use social media sites as a Consultant, you must (i) adhere to the requirements set forth in this Section, (ii) comply with the terms and conditions of use of those sites (including any restrictions on commercial use) and (iii) refrain from using those sites to prospect or recruit persons in countries in which Norwex does not yet sell its products or where it is unlawful to do so. You must not use social media sites which are intended for use primarily by those below 18 years of age to share information about Norwex products and promotion, the Norwex ideology, core values and missions or the Norwex opportunity. Any site or profile that you maintain must comply with the provisions of this Media Policy, as well as the Policies and Procedures.

To the extent a Consultant maintains a “fan page” on a social media site (i.e. Facebook Pages), such “fan page” must, at a minimum, conform with the following additional requirements: (A) the Norwex Independent Sales Consultant must use their first name, last name and the phrase “Norwex Independent Sales Consultant” as their username for such “fan page”, (B) the graphics used for the banner for such “fan page” must be chosen from the graphics provided by Norwex, and (C) such “fan page” cannot contain any “inappropriate content” as described in Section 2(H) below. Further, any sales of Norwex products directly from such “fan page” are expressly prohibited - - all purchases of Norwex products must be redirected from such “fan page” through a Norwex Office Suite website (as more fully set forth below), as applicable.

When using social media sites, remember that your readers may include current clients, potential clients, as well as current/past/future Independent Sales Consultants. You must consider your target audience before you publish any posting and make sure you aren’t alienating any of these groups. Profiles generated in any social media site where you mention or discuss Norwex must clearly identify you as an Independent Sales Consultant of Norwex, include your photo in the main profile picture and must disclose your full name. The anonymous use or use under an alias of such social media sites is expressly prohibited (see Section 1 “Use Of The Norwex Trademarks, Tag Lines And Logos “above and Section 3(G) “Domain Names, Email Addresses and Online Aliases”, below for further guidance).

By using any social media sites, you agree to and shall abide by all the terms of your Norwex Independent Consultant Agreement, the Norwex Policies and Procedures and this Media Policy.

## **B. Responsibilities Regarding Content**

Each Consultant shall be fully responsible for all their verbal and written statements made regarding Norwex products and promotions, the Norwex ideology, core values and mission and the Norwex opportunity, that are not expressly contained in the current materials produced and distributed by Norwex. You agree to indemnify the officers, directors, employees and agents of Norwex and hold them harmless from any and all liability, including judgments, civil penalties, refunds, actual lawyer’s fees, court costs or lost business incurred by Norwex as a result of unauthorised representations or actions regarding Norwex, undertaken by you or on your behalf. This provision shall survive the termination or expiration of the Consultant Agreement.

Norwex may rely on this indemnity if your online activity damages Norwex, the Norwex Marks, its products, services or the Norwex opportunity. You are responsible for your postings and all other online activity conducted by you or on your behalf. This policy applies even if you do not own or operate a website or a profile on a social networking site. If you post any comment to any such site that relates to Norwex, you are responsible for the posting.

### C. Truthfulness in Postings

As a Consultant, you must refrain from making any misleading or deceptive claims or statements about Norwex, its products or the Norwex opportunity in any online postings. You have an obligation to ensure that your postings and other online marketing activities are truthful, not deceptive or otherwise misleading to Customers or potential Independent Sales Consultants in any way. Websites and online promotional activities and tactics that are misleading or deceptive, regardless of intent, may breach the Consultant Agreement and the law generally, and are strictly prohibited. This may include spam linking (or blog spam), unethical search engine optimisation (SEO) or social media optimisation (SMO) tactics, misleading click-through ads (i.e., having the display URL of a pay per click campaign appear to resolve to an official Norwex site when it goes elsewhere), unapproved banner ads, misuse of the AdWords and unauthorised press releases (see Section 3, "Use of the Internet", below for further information). Norwex retains the sole and absolute discretion in determining the truthfulness or accuracy of website content or online promotional activities posted or otherwise promoted by you or on your behalf. Norwex has the right to access your website to take such steps as may be required to ensure the accuracy of the content on your website, including removal and replacement of content.

### D. Blogging

Blogging is an informal approach to content creation that has evolved in response to the need of Internet users for a simple publishing tool giving maximum engagement with readers. Blogging is by nature a flexible format and there are few rules governing its use. Should you choose to "blog" as an Independent Sales Consultant, you may blog to trigger discussions on Norwex products and promotions, the Norwex ideology, mission, core values or the Norwex opportunity; provided, however, that any such blog use complies with the requirements and restrictions set forth in the Consultant Agreement, the Norwex Policies and Procedures and this Media Policy. In any event, we would encourage that any blogging you do as a Consultant discussing Norwex, any Norwex products or the Norwex opportunity:

- Implements an interesting layout that focuses on the content.
- Be interesting.
- Be conversational and respond to comments made by readers.
- Links to the Norwex Home Office website, or your Norwex Office Suite website, as applicable, for relevant information.
- Monitors other bloggers in the same space and attempt to build reciprocal links with them.
- Tags posts so that they are easy for search engines to find.
- Injects some personality into your posts so that they engage the reader.
- Credits the original source of all content embedded in posts.
- Use colours that align with the Norwex provided colour palate.

Similarly, your blog posts should **not**:

- Be opinionated.
- Respond in anger to comments that appear on posts.
- Hotlink to, or otherwise frame, material that infringes the copyrights of a third party.
- Take an idea or insight from another blogger or site without acknowledgement.
- Be used as a Team training site

Any self-hosted "weblog" you create and maintain, or online blog platform(s) that host(s) your blog(s) (for example, Wordpress.com or Blogspot.com), to blog about Norwex, the Norwex products or the Norwex opportunity must also

comply with the requirements of Section 3(C) below, entitled “Minimum Website Requirements”. By using a website to blog, you agree to abide by all the terms of your Consultant Agreement, the Norwex Policies and Procedures and this Media Policy, and further agree to include website terms and conditions and a privacy policy, as applicable. You must disclose the domain name for your self-hosted weblog or online platform(s) that host(s) your blog(s) to the Norwex Compliance Department and if changed, you must disclose the new domain name(s) within five (5) business days of the activation of the new domain name(s) for such blog(s).

#### **E. Use of Third-Party Intellectual Property**

If you use the trademarks, trade names, service marks, copyrights or other intellectual property of any third party (collectively, “Third Party Intellectual Property”) in any posting, it is your responsibility to ensure that you have permission and are authorised to use such Third-Party Intellectual Property. For example, you must not place any copyrighted material of a third party (such as articles, newsletters, photographs or software) on your profile or in any postings on any social media site you use without the express permission of the Third-Party Intellectual Property rights holder. Such permission is usually obtained through a license agreement and may require payment of an appropriate license and/or royalties. All Third-Party Intellectual Property must be properly referenced as the property of such third-party and you must adhere to any conditions and restrictions that the owner of such Third-Party Intellectual Property places on its use of its property.

#### **F. Social Media Influencers**

A Social Media Influencer is a user on social media (Twitter, Instagram, Facebook, etc.) who has a large or loyal group of followers. To ensure a fair and level playing field for all Consultants, the following rules apply if a Consultant wishes to affiliate with a Social Media Influencer to promote their Norwex business or otherwise engage a Social Media Influencer to promote or market Norwex products on behalf of the Consultant. There are two categories of Social Media Influencer. A “Micro” Social Media Influencer is defined as an Influencer with no more than 5,000 followers. A “Macro” Social Media Influencer is defined as an influencer with more than 5,000 followers.

- a) Affiliation with a “Micro” Social Media Influencer. Consultants are permitted to affiliate with Micro Social Media Influencers to market and promote their Norwex business subject to the following conditions: (i) Consultant is deemed to be responsible for all content posted by the Social Media Influencer. If the influencer posts content that does not comply with the Norwex Media Policy or Policies and Procedures, this will be treated as a policy violation by the Consultant; (ii) If a Consultant provides free product to a Social Media Influencer, the total retail value of product given to the influencer shall not exceed \$500.00 in a twelve- month period; (iii) if a Consultant provides free product to a Social Media Influencer, the SocialMedia Influencer must disclose this fact in any posts referring to or promoting Norwex or the Consultant’s Norwex business; (iv) payments by a Consultant to a Social Media Influencer are prohibited; (v) Norwex product giveaways are prohibited; and (vi) If a Micro Social Media Influencer’s following grows to more than 5,000 members, the Consultant must sever ties with the Influencer and the relationship will continue between the Norwex Home Office and the Social Media Influencer.
- b) Affiliation with “Macro” Social Media Influencers is prohibited. Consultants are not permitted to affiliate with a Macro Social Media Influencer to promote their Norwex business or otherwise engage a Macro Social Media Influencer to promote or market Norwex products on the Consultant’s behalf.

#### **G. Privacy**

You must always respect the privacy of others in their postings and must not engage in gossip, innuendo or otherwise advance rumours about any individual, company, or competitive products or services. Such conduct reflects poorly on yourself and Norwex and may otherwise result in personal defamation or business disparagement for which you

may be liable. As a result, you must not list the names of other individuals or entities on their postings unless you have the written permission of the individual or entity that is the subject of the posting.

#### **H. Confidentiality**

The Norwex Policies and Procedures contain provisions relating to confidentiality. The restrictions on the disclosure of Confidential Information (as defined in Section 2 of the Norwex Policies and Procedures) apply to any dissemination of information through any social media sites.

#### **I. Prohibited Content**

Participation in social networking sites requires you to comply with the terms of use of the sites and any related acceptable use policies, including by way of illustration and not limitation refraining from engaging in inappropriate conversations and comments, or otherwise uploading or disseminating inappropriate images, video, audio or other applications. Such prohibited online behaviour includes, but is not limited to, posting, reposting or otherwise disseminating violent, offensive, threatening, defamatory, libelous, harassing, discriminatory, profane or vulgar content (collectively, "inappropriate content"). Norwex shall have the sole and absolute discretion in determining what constitutes inappropriate content – should you engage in any inappropriate content, you will be subject to disciplinary action/or deactivation. If you otherwise become aware of any inappropriate content from, or purporting to be from, another Consultant, you must notify Norwex as soon as possible.

#### **J. Disclaimer of Liability**

NORWEX DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO THE USE OF ANY SOCIAL MEDIA SITES. YOU ASSUME ALL RISK FOR USING SOCIAL MEDIA SITES AND ARE SOLELY RESPONSIBLE FOR ALL SUCH USE. You will be held responsible for any and all statements or other content that is posted on your blog, within your email or otherwise in any social media postings, including liability for harm caused by such statements or material.

#### **K. Indemnity**

The Consultant agrees to indemnify, defend and hold harmless Norwex and its related parties, as defined in the Norwex Policies and Procedures, from and against any or all losses or liabilities (including lawyer's fees), they may suffer or incur as a result of the use of Third-Party Intellectual Property or statements posted on the Consultant's blog, email or otherwise in any social media postings of the Consultant.

### **3. USE OF THE INTERNET**

#### **A. Norwex Consultant Websites Through Norwexbiz**

##### **(i) General**

Consultants may only sell Norwex products, including current and past Norwex merchandise, campaign materials and any other promotional materials (collectively, "Norwex products") through the appropriate personalised Norwexbiz website created for such Consultant under the Norwex website replication model made available through Norwex. For a monthly fee, each personalised Norwexbiz website also includes online shopping, the Customer Newsletter and a central Customer/Contact management database for your Norwex® business (collectively referred to as the "Norwex Office Suite", and each a "Norwex Office Suite website").

Selling Norwex Products on eBay, Amazon, Kijiji, Alibaba, Craigslist or other such auction or sales sites is strictly forbidden. Sales of Norwex products on such sites shall result in immediate suspension of ordering privileges and potential disciplinary sanctions in Norwex' sole and absolute discretion. Products sold on these sites will be considered void of any Norwex Warranty or Satisfaction Guarantee. Norwex reserves the right to refuse returns and

exchanges on the products purchased through non-compliant sites. Offering specific products, discounts or specials not endorsed by Norwex is strictly prohibited. You may, however, advertise your Norwex® business and business opportunity on such sites.

(ii) Consultant Office

Subject to your compliance with the Consultant Agreement (including but not limited to these Policies and Procedures); you will be granted access to and use of the Consultant Services website. The Norwex Consultant Office site provides an online platform to help you manage your Norwex business, such as the ability to enter orders for your Customers, check your Team genealogy and otherwise access resources and additional online training regarding the Norwex products and the Norwex opportunity.

(iii) Norwexbiz Consultant Websites & the Norwex Office Suite

The Norwex Office Suite provides a cost-effective path for Consultants to quickly and easily establish a business presence online for the sale of Norwex products and otherwise simplify processing tasks. With the Norwex Office Suite, you can sell Norwex products online, receive enquiries for new Consultants, provide an avenue for potential Customers to contact you to host a party and otherwise receive online referrals through searches for Consultants in your area. The Norwex Office Suite includes content and capabilities directed to potential new and existing Consultants and Customers, such as:

- An “Our Story” page describing Norwex, with links to the advantages of Norwex, its mission statement and core values;
- A “Contact Me” page describing you as an Independent Sales Consultant of Norwex, up to 2,000 characters, and includes a section for potential Customers to leave their information as well as questions they may have.
- A “Subscribe to my Newsletter” link for Customers to be included into your Contact list for your Customer Newsletter.
- A “Join” page describing the Norwex opportunity, with associated links including but not limited to income opportunity, Starter Kits, hosting rewards, and operating philosophy.
- A “Shop” page with links to various galleries of Norwex products;
  - A FAQ or “frequently asked questions” page
  - Ingredient standards page
  - Creating a Safe Haven- videos and tips on reducing chemicals in your home
- A “Host a Party” page with information on contacting you, hosting parties, as well as the current monthly Customer Specials and Host Rewards.

Each Norwex Office Suite website also includes a Customer content management system and capabilities directed to helping you manage your business as a Consultant including a monthly Customer Newsletter emailed to your Customers on your behalf.

All Norwex Office Suite websites must also comply with the requirements of Section 3(C) below, entitled “Minimum Website Requirements”. By using a Norwex Office Suite website, you further agree to abide by all terms of the Consultant Agreement, the Norwex Policies and Procedures and this Media Policy, as well as any applicable website terms and conditions, privacy policy and acceptable use policy. Norwex reserves the right to receive analytics and information regarding the usage of any Norwex Office Suite websites.

## **B. Norwex Consultant Team Websites**

Only Consultants that have reached the Executive Sales Leader level or above will be permitted to create a Norwex Consultant Team website (site must comply with the requirements of this section 3(B) and the remainder of this Media Policy). These Team information-only websites hosted by an Executive Sales Leader or above may be maintained provided that: (i) the Norwex Compliance Officer has approved such Norwex Consultant Team website in writing; (ii) the Norwex Compliance Department retains a valid password to access and audit the Norwex Consultant Team website as it sees fit in its sole discretion to ensure that materials used are current and acceptable, that trademarks referenced reflect the marks/images for them available through the Norwex Consultant Office and that the Norwex Consultant Team website otherwise complies with this Media Policy; and (iii) all content not otherwise provided by Norwex is an original work of authorship of the Consultant posting the content or other member of the Consultant's Team that has authorised the use of such content for posting on the Norwex Consultant Team website – to the extent the Team Website Owner seeks to post content from third-parties, such content must at a minimum comply with the requirements of Section 2(E) above and the Team Website Owner must obtain the prior written consent of the Compliance Officer after an opportunity for the Compliance Department to review same. All Norwex Consultant Team websites that are authorised and approved by Norwex must include a link to the homepage of the Norwex Home Office website ([www.norwexbiz](http://www.norwexbiz)).

Norwex Consultant Team websites must obtain the written approval of the Norwex Home Office and must not be so similar to the Norwex Home Office website or Norwex Consultant Services website so as to cause confusion as to the ownership of the site or in any way give the impression of being a corporate Norwex website (as determined by Norwex in its sole and absolute discretion). All Norwex Consultant Team websites must also comply with the requirements of Section 3(C) below, entitled "Minimum Website Requirements". You further agree to and shall abide by all the terms of the Consultant Agreement including but not limited to these Policies & Procedures. If not already in place, any Norwex Consultant Team websites must implement applicable privacy policy consistent with the requirements of this Media Policy. The Consultant agrees that the Norwex Compliance Department has the authority to enter the Norwex Team Consultant website to amend the materials where it deems, in its sole discretion, the materials to be inaccurate or to update the privacy policy or other information where required. Norwex reserves the right to receive analytics and information regarding the usage of any existing Norwex Consultant websites and Norwex Consultant Team websites.

## **C. Minimum Website Requirements**

All Norwex Office Suite websites and Norwex Consultant Team websites must comply with the following requirements, at a minimum:

- Website content and images must comply with the requirements of the Norwex Media Policy and all other applicable Norwex Policies & Procedures (including, but not limited to the "content restrictions" set forth in Section 3(I) below;
- Any Norwex Office Suite websites should automatically populate areas that describe you as an "Independent Sales Consultant" of Norwex, along with your title and location. Norwex Consultant Team websites; you must identify yourself with your full name and as an "Independent Sales Consultant" on the home page. Blind sites are expressly prohibited. YOU MUST NOT IN ANY WAY GIVE THE IMPRESSION OF REPRESENTING NORWEX, THE COMPANY, OR OTHERWISE DESCRIBE YOURSELF AS A NORWEX EMPLOYEE, AS OPPOSED TO OPERATING AS AN INDEPENDENT SALES CONSULTANT FOR NORWEX. This restriction includes using the Norwex Marks in text form as the title for any page within such website, especially the home page.

- Norwex Office Suite websites, and Norwex Consultant Team websites must not include product or opportunity information offered by any company other than Norwex. Except for the link to the Norwex website; Norwex Office Suite websites and Norwex Consultant Team websites must not have external links to content not approved by Norwex in advance.
- To the extent any Norwex Consultant Team websites also provide an online forum for providing Team training and/or related training materials through the use of third party platforms (e.g. Google Docs, Dropbox, etc.), the access restrictions and approval requirements set forth in Section 3(A),(B) and (C) shall apply.
- Embedding the Norwex Home Office website in whole or in part in another website (including, but not limited to website “framing”) or duplication in any form without the express written permission of Norwex is strictly forbidden.
- Selling Norwex products online outside of Norwex Office Suite is strictly prohibited.
- All website content, advertisements and marketing tools must be approved by Norwex Home Office prior to distribution must clearly state your full name and that you are an “Independent Sales Consultant” of Norwex in a conspicuous place.
- The use of images produced by Norwex other than for specific purposes and available for download on the Norwex Consultant Services website is strictly prohibited.
- Creation of any text, images or materials that may confuse the public into believing that they are dealing directly with Norwex Home Office is strictly prohibited.
- Only corporate pricing is permitted in public forum marketing and advertising. Norwex Home Office monthly specials may be distributed; however, you may not offer other sales on products, specials, shipping, loyalty points or any type of discount to solicit new business or recruit new Consultants.
- You must not violate or infringe on the rights of others, including privacy, publicity and proprietary rights. You agree not to interfere or take action that results in interference with or disruption of the Norwex Home Office website, the Consultant Services website, any Norwex Office Suite websites or servers or networks connected to the foregoing. You further agree not to attempt to gain unauthorised access to computer systems or networks connected to the foregoing.

You have the sole responsibility to ensure that online platform including your Norwex Consultant Team website fully complies with the entirety of this Media Policy, as well as with all applicable federal and provincial rules and regulations. Some examples of these laws and regulations include website privacy statements, competition and consumer protection laws.

More information can be found at <https://www.humanrights.gov.au/publications/internet-regulation-australia> or <https://www.austrade.gov.au/International/Invest/Guide-to-investing/Running-a-business/Understanding-Australian-business-regulation/Australian-business-and-environment-laws> regarding the laws and regulations in Australia and New Zealand.

#### **D. Customer Referrals**

New Customers who want to purchase products online through the Norwex website, who are not linked to a Consultant, will be directed to an eligible Norwex Office Suite website based upon the new Customer’s postcode. The “Shop with a Consultant” search on the Norwex website is based on the postcode entered and will retrieve 50

Consultants in order of distance to that postcode. A Consultant must have an Active or Engaged status in order to be included in the postcode search and must have the Consultant Locator turned on in their Consultant Office. With respect to referrals, only eligible Consultants will receive referrals from the Norwex Home Office.

#### **E. No Warranty**

Norwex makes no guarantees or representations regarding the success or usefulness of using the Norwex Home Office website, the Norwex Consultant Office website or any Norwex Office Suite websites. INTERNET SERVICES PROVIDED BY NORWEX OR ITS WEBSITE PROVIDER(S) ARE SOLELY PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. NORWEX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Norwex may not be held liable for any downtime on the Norwex Home Office website, its Consultant Office website, or any Norwex Office Suite website due to server delays or problems, viruses, maintenance or any other reason whatsoever.

#### **F. Disclaimer of Liability**

NORWEX DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO THE NORWEX HOME OFFICE WEBSITE, THE NORWEX CONSULTANT OFFICE, TEAM WEBSITES OR ANY NORWEX OFFICE SUITE WEBSITES. You will be held responsible for any statements or other content that is posted on your Norwex Office Suite website, Team websites, or within your email or otherwise in any social media postings, including liability for harm caused by such statements or material. Norwex reserves the right to receive analytics and information regarding the usage of any Norwex Office Suite websites.

#### **G. Domain Names, Addresses and Online Aliases**

All social media sites used by Consultants to promote the Norwex ideology, core values and mission, Norwex products and promotions, or the Norwex opportunity, as well as any Norwex Office Suite websites and Team websites, must appropriately represent and enhance the Norwex brand and goodwill behind the Norwex Marks.

Subject to the restrictions set forth in this Media Policy, and in addition to the URL assigned to their Norwex Office Suite website to direct traffic to that site, Consultants may use different URLs or domain names that do not incorporate any Norwex Marks to re-direct Internet traffic to their personal Norwex Office Suite website with the prior written permission of Norwex. Consultants may submit requests to the Compliance Department via Support Ticket through the Norwex Consultant Office. You are expressly prohibited from using any other domain name or URL incorporating the Norwex Marks to redirect Internet traffic to your Norwex Office Suite website from such other URL or domain name without the express written permission of Norwex. Decisions and corrective actions in this area are made by Norwex in its sole and absolute discretion.

In certain circumstances, you may wish to obtain a domain name, username or handle for social media sites. Such domain names, usernames or handles cannot include Suburb, Town, City or Country. All website domain names must be approved by the Norwex Compliance Department. Consultants are not permitted to use or register any of the Norwex Marks, product names or any derivatives, whether abbreviated or not, for any Internet domain name, email address, social networking profile, or online alias. Further, Consultants are not permitted to use or register domain names, email addresses, or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of, Norwex. Notwithstanding the foregoing, you are permitted to use your full name and the phrase "Norwex Independent Sales Consultant" in any social networking profile or online alias for social media websites.

Examples of the improper use of Norwex Marks are:

Domain Name: [www.isellnorwex.com](http://www.isellnorwex.com);  
Social Media: facebook.com/NorwexConsultant (Facebook)  
@NorwexConsultant (Twitter)  
Email: [NorwexConsultant@gmail.com](mailto:NorwexConsultant@gmail.com) “Norwex” showing up as the sender of an email.

## H. Online Advertising

### (i) Classified Ads

As a Consultant, you are not permitted to use online classifieds (including Craigslist) to list, sell or retail Norwex products. Nevertheless, you may use online classifieds (including Craigslist) for informing the public about Norwex products and promotion, the Norwex ideology, core values and mission or the Norwex opportunity; provided that, you use the templates made available through the Norwex Consultant Office to identify you as an Independent Sales Consultant of Norwex as stated in these Policies and Procedures. If a link or URL is provided, it must link to your Norwex Office Suite website.

### (ii) Banner Advertising

You may place banner advertisements on a website provided you use the templates made available through the Norwex Consultant Office to identify yourself as an Independent Sales Consultant of Norwex. All banner advertisements must link to your Norwex Office Suite website. You may not use blind ads or Web pages that make product or income claims that are ultimately associated with the Norwex products or the Norwex opportunity.

### (iii) Links

When directing viewers to any Norwex Office Suite website, it must be evident from a combination of the link, and the surrounding context, that the link resolves to the website of a Consultant in order to avoid misleading or deceiving the reasonable reader. Links that mislead viewers into believing they are being directed to the Norwex Home Office website, when in fact they are directed to a Norwex Office Suite website, are strictly prohibited. The determination of whether a link is misleading shall be made by Norwex in its sole and absolute discretion.

### (iv) Search Engines, Sponsored Links and Pay-Per-Click (PPC) Ads

As a Consultant, you agree to fully cooperate with Norwex so that Internet search engines list the Norwex Home Office website ([www.norwexbiz](http://www.norwexbiz)) as the first search result when an Internet browser makes a query containing the name “Norwex” or any one of the Norwex product names or the Norwex Marks. You may not use sponsored links or pay-per-click ads (PPC) without the prior written approval of the Norwex Compliance Officer. You are expressly prohibited from using the “Norwex” name, the names of Norwex products or the Norwex Marks as the target keywords, and may only use generic search terms such as “cleaning products”, “personal care”, “home essentials”, etc. Further, the destination URL and display URL must resolve to a Norwex Office Suite website and must not portray any URL that could mislead the user into believing that they are being directed to a Norwex corporate site.

### (v) Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards, social media sites or forums. This includes blog spamming, blog comment spamming and/or spamdexing. You may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Spam linking is strictly prohibited.

(vi) Spam

Norwex does not permit Consultants to send unsolicited commercial emails/texts unless such emails/texts strictly comply with applicable laws and regulations including, without limitation; in Australia, the Privacy Act 1988 (Privacy Act), which regulates handling of personal information about individuals and the Spam Act 2003, which prohibits the sending of 'unsolicited commercial electronic messages' (known as spam) with an 'Australian Link'. The Australian Do Not Call Register also apply to unsolicited calls and in New Zealand, the Unsolicited Electronic Messages Act 2007 and the Privacy Act 1993. Any such electronic advertisement or solicitation sent by you that promotes Norwex, Norwex products or the Norwex opportunity, must comply with the following:

- Contacts must have electronically agreed to receive your electronic communication.
- There must be a functioning return email address/number of the sender.
- There must be a notice in the electronic communication that advises the recipient that he or she may reply to the electronic communication, via the functioning return email address/number, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- Any commercial electronic message you send must accurately identify you, as the person sending the message. If this condition is not met, the message is classified as spam. This includes the correct legal name and an Australian Business Number of your consulting business, where applicable. It also includes accurate information about how the recipient can contact your organisation, or you as an individual sender.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honoured. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to Norwex.
- Norwex may periodically send commercial emails on behalf of Consultants. By entering into the Norwex Consultant Agreement, you agree that Norwex may send such emails and that your physical and email addresses will be included in such emails as outlined above. You shall honour all opt-out requests generated as a result of such emails sent by Norwex.

(vii) Privacy Policy

You may only use personal information about your Customers or potential Customers to provide them information about Norwex products and to process orders for Norwex products and for no other purpose. You must ensure the necessary safeguards are in place to protect the personal information about your Customers. You may not distribute or gather personal information about other Consultants or their Customers or potential Customers. You agree to abide by the Privacy Policy set forth on the Norwex Home Office website and your Norwex Office Suite website as applicable, and to honour and extend those same policies to persons visiting your Norwex Office Suite website.

**I. Additional Content Restrictions**

(i) Images

Although you may be tempted to use images of people or model images (other than those made available by Norwex), such images may be subject to the copyrights of a third party and/or legal restrictions against the use of the likeness of the person or model without an appropriate release. As a result, you are expressly prohibited from using such third-party images on any Norwex Office Suite website. Downloaded content from the Consultant Office website (or otherwise made available as part of any Norwex Office Suite website) or taken from printed Norwex

literature must be used exactly as printed or written, without exception.

(ii) **Acceptable Use**

You must not present false or misleading information about Norwex, the Norwex opportunity or your relationship with Norwex as an Independent Sales Consultant. Consultants may not publish, post or distribute any content or material on any Norwex Office Suite Website, or Norwex Consultant Team website or in connection with Norwex that is defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene, pornographic, in violation of applicable law, or that inhibits others from enjoying the Norwex Home Office website, the Consultant Office website, any Norwex Office Suite websites, any or Consultant Team websites.

(iii) **Digital Media Submissions**

All content (including graphics) must be submitted to the Norwex Compliance Department and receive written approval prior to launching the content on the Internet, including without limitation, content or material for search engines or hyperlinks. Additionally, Norwex Consultant Team websites and/or any social media site profiles or other websites you own and/or control must not contain disingenuous pop-up ads or promotions or malicious code. You may upload, submit or publish any Norwex related video, audio or photo content that you develop and create; provided, however, that you comply with the Consultant Agreement (including these Policies and Procedures) and that such content is not misleading, deceptive, defamatory or otherwise infringing upon the intellectual property rights of any third-party. Scripts for any such video content must first be submitted to the Norwex Compliance Department for review and approval prior to the creation of the video. Once the video has been created, it must be submitted to the Norwex Compliance Department for final review and approval prior to uploading, submitting, and publishing or distributing. The Norwex Compliance Department should be contacted via Support Ticket through the Norwex Consultant Office. When referencing Norwex programs and/or products, you must align your verbiage with current Norwex corporate printed or online material. These submissions must clearly identify the submitter as an Independent Sales Consultant of Norwex (either in the content itself and/or in the content description tag), comply with all copyright and other legal requirements, and state that the person making the submission is solely responsible for the submitted content. You may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Norwex or captured at official Norwex events or in buildings owned or operated by Norwex without the prior written permission of Norwex.

## **4. ADVERTISING**

### **A. General**

Consultants are prohibited from advertising or promoting Norwex products or the Norwex business opportunity through the use of mass communication methods such as radio, television, facsimile services, national or international advertising, classified ads and ads placed in coupon magazines. This restriction also applies to online mass communication methods. See Section 2 (Use of social media). You may only advertise or promote your Norwex business using approved ad templates or images acquired from Norwex, as may be made available by Norwex from time to time. Any online advertising that permits a “click-through” must resolve a Norwex Office Suite website as more fully set forth in Section 3(H) above. No further approval is necessary to use any ad templates created and provided by Norwex so long as you use them in full compliance with the terms and conditions of the Consultant Agreement, the Norwex Policies and Procedures and this Media Policy. You must obtain prior written approval from the Norwex Compliance Department for all advertisements relating to your business that do not utilise Norwex ad templates. Consultants may submit requests to the Compliance Department via Support Ticket through the Norwex Consultant Office. Any request for approval of advertising materials that does not receive specific written approval from the Norwex Compliance Department shall be deemed denied. No one is authorised to revise, edit or otherwise

alter any ad templates provided by Norwex or any Norwex Independent Sales Consultant advertising materials that have been approved by Norwex.

Norwex periodically reviews and revises the Consultant Agreement, the Norwex Policies and Procedures, this Media Policy and other guidelines and directives made from time to time. Norwex reserves the right to rescind any previous authorisation that was given in connection with advertising materials or practices consistent with the current version of the Consultant Agreement, the Norwex Policies and Procedures, this Media Policy and other guidelines and directives. Upon notice of such rescission, you agree to immediately cease using such advertising materials and/or practices.

### **B. Promotional Materials**

All promotional materials used by each Consultant in their business of selling Norwex Products or promoting the Norwex opportunity must be produced and distributed by Norwex. This includes printed materials, Internet and other electronic or computer-generated media, promotional pieces, product descriptions, photographs, sound recordings, audiotapes and videotapes. All official Norwex promotional material is copyrighted and may not be reproduced, in whole or in part, by you or any other person except as expressly authorised by Norwex in writing. You may not revise, edit or otherwise alter any such promotional materials and such promotional materials must be used only for their intended use.

Consultants may not develop, produce or distribute promotional materials that are confusingly similar in nature to those produced, published and provided by Norwex, and may not imply or suggest that such promotional materials originate from Norwex or are endorsed by Norwex.

Consultants shall not produce and/or publish any marketing or advertising material for the purposes of sale and distribution. A Consultant may choose to create marketing material for personal use and Team training purposes only. The Consultant may share marketing materials with Consultants inside and outside their Team providing the Consultant does not receive any form of payment for the said materials. Full disclosure for the use of marketing materials must be disclosed to the Norwex Compliance Department upon submission for document approval.

### **C. Audio/Video Recordings**

As an Independent Sales Consultant, you are prohibited from making audio or video recordings of speeches, discussions or presentations made by any Norwex company officer, authorised agent, representative or employee, unless specifically authorised in writing by an officer or director of Norwex. Any use or publication of such audio or video recordings (including by any electronic means) must be separately and specifically authorised by an officer or director of Norwex. Any such unauthorised audio or video recording shall be the property of Norwex and shall be delivered to Norwex upon demand with all copies destroyed at your expense.

### **D. Recorded Messages**

Consultants may not have voice-mail or answer the telephone in a manner that would lead the caller to believe that he or she has reached any official corporate office of Norwex. When using the "Norwex" name, you must say "Independent Sales Consultant of Norwex" or "Norwex Independent Sales Consultant."

### **E. Business Cards**

For any business cards or stationery you wish to use as an Independent Sales Consultant, you may only purchase Norwex-approved business cards and stationery. Any other business cards or stationery use for your Norwex business is expressly prohibited without the permission of the Norwex Compliance Department.

## **F. Unsolicited Faxes**

A Consultant may not use or transmit unsolicited faxes in connection with the advertising, promotion, or sale of the Norwex Products or the operation of their respective Norwex independent businesses. The terms “unsolicited faxes,” means the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting that is transmitted to any person on an unsolicited basis. The exceptions to this prohibition are faxes to (i) any person who gave that Consultant prior consent to send such fax; or (ii) any person with whom a Consultant has an established business or personal relationship.

## **G. Telephone Directory Listings and Advertising**

**White Pages and Yellow Pages Listings:** A Consultant who wishes to appear in a telephone directory or other similar directory must list her or his name alphabetically according to her or his surname or, if the Consultant is a Business Entity, the trade name, business name, or DBA of the Business Entity. If the directory permits, the Consultant’s name may be followed by the words “Norwex Independent Sales Consultant” and the Consultant’s name, address, and telephone number. A Consultant is permitted to advertise through yellow page display ads provided that the ad complies with the advertising policies set forth in these Policies & Procedures.

**Toll-Free Numbers:** A Consultant may use and advertise toll-free telephone numbers in accordance with the above guidelines. A Consultant may not state or imply that her or his toll-free number is a Norwex number or is linked to any Norwex location. In addition, any use of a toll-free number in connection with infomercials or any other television programs is prohibited.

**Telephone Answering Devices:** A Consultant may not answer (or have any phone answering service or device answer) the telephone by saying “Norwex” or in any manner that would lead the caller to believe that she or he has reached the Norwex Home Office. A Consultant is permitted to state that she or he is an Independent Sales Consultant for Norwex.

**Telephone Solicitation:** The ACMA (Australian Communications and Media Authority) has issued rules enforcing laws that restrict telemarketing practices, including “do not call” regulations. While a Consultant may not consider herself or himself as a “telemarketer” in the traditional sense of the word, these rules broadly define the term “telemarketer” and “telemarketing” so that the inadvertent action of calling someone whose telephone number is listed on the “do not call” list could cause a Consultant to violate the law. Moreover, these rules must not be taken lightly, as they carry significant pecuniary penalties (Infringement notice penalties range up to \$220,000 for each day on which contraventions occurred up to \$220,000, Penalties as a result of court action may be considerably higher, with a maximum penalty of \$2.2 million for each day on which infringements occurred, and Contraventions of the industry standards may result in penalties of up to \$250,000 for each contravention). Therefore, Consultants must not engage in any type of telemarketing or telephone solicitations in connection with the sale, advertising, or promotion of Norwex.

## **H. Income and Product Claims**

While Consultants may believe it is beneficial to tell other Consultants and potential Consultants about their earnings or the earnings of others, there are laws that regulate, and even prohibit certain types of income claims and testimonials made by people engaged in direct selling/network marketing unless the appropriate disclosure is made contemporaneously with the income claim.

In addition, Consultants shall not make any claims or representations regarding the Norwex products other than those claims, and representations found in current marketing materials created or distributed by Norwex.

## I. Norwex Branding Strategy

The key is to create a good feeling around the Norwex brand name, the whole branding process is all about psychology – we must make people want Norwex because it makes them “feel good”.

Our company mission should be presented in as many places as possible and our branding message should be used, consistent with the Norwex Media Policy. We have chosen the branding message “*improving quality of life*”. We will be using this branding message on all printed material and advertisements as it reflects the Norwex ideology and encourage you use it as Norwex may reasonably direct in its sole and absolute discretion. To the extent authorised by Norwex in its sole and absolute discretion, you may use the Norwex Logo in conjunction with this branding message because this trade mark strongly communicates the company mission.

The House Logo represents visually the components of our company mission: improving quality of life by radically reducing chemicals in our homes:

- Our home is the one area that we CAN control in terms of what chemicals are used in it.
- We focus on products that are designed to reduce chemicals in our homes, including microfibre to clean only with water, high performing and environmentally safe household cleaning products, sustainable products focused on re-usability, outdoor/lawn/garden, pets, and natural and organic personal care products, all of which are very safe for our healthy and creates a sustainable environment.
- The outline of the house represents our homes, a Safe Haven from harmful chemicals and its own ecosystem.
- The water droplet within the house represents 3 key elements:
  - \*our past legacy trademark
  - \*cleaning with only water
  - \*and our mission spreading worldwide like ripples in the water.
- The leaf reflects our dedication to the ecology of the planet.
- The circle around the house represents protecting the home with the Norwex philosophy and products.

**ANY AND ALL USE OF THE NORWEX MARKS MUST BE IN STRICT COMPLIANCE WITH THE GUIDELINES SET FORTH IN SECTION 1 ABOVE, ENTITLED “USE OF THE NORWEX TRADEMARKS, TAG LINES AND LOGOS” AS WELL AS ANY GUIDELINES POSTED BY NORWEX IN THE NORWEX CONSULTANT SERVICES WEBSITE AND ANY OTHER DIRECTIVES OR GUIDELINES THAT MAY BE PROVIDED BY NORWEX FROM TIME TO TIME.**