



CODE OF ETHICS

Net Trav has made a commitment to provide products and services of the finest quality backed with impeccable service. In turn, the company expects its IBOs to reflect that image in their relationships with Consumers and other IBOs.

As a Net Trav IBO you are generally free to operate your business as you see fit but it is to our mutual, long-term advantage if you accord to the highest standards of integrity and fair practice in your role as a Net Trav IBO. The Code of Ethics, therefore, states:

As a Net Trav IBO:

- I will conduct my business in an honest, ethical manner at all times.
- I will make no representations about the benefits and savings of Net Trav products or services other than those contained in officially-approved corporate literature and videos.
- I will provide support and encouragement to my customers to ensure that their experience with Net Trav and Net Trav is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- I will motivate and actively work with the IBOs in my downline organization to help them build their Net Trav business.
- I will refrain from exaggerating my personal income or the income potential in general and will stress to potential IBO the level of effort required to succeed in the business.
- I will not abuse the goodwill of my association with Net Trav to further and promote other business interests (particularly those which may be competitive to Net Trav) without the prior written consent of Net Trav.
- I will not make disparaging remarks about other products, services, Independent Business Owners, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Net Trav IBOs.

POLICIES AND PROCEDURES

I will abide by all of the Policies and Procedures of Net Trav as included herein, or as may be amended from time to time.

1. REQUIREMENTS TO BECOME AN INDEPENDENT BUSINESS OWNER (IBO)

Those applying to become IBOs must meet certain criteria prior to qualifying. Additionally, to become a successful Net Trav IBO, it is highly recommended that all Net Trav applicants have a personal computer, email, and a major credit card.

All applicants must be the age of majority within the state which he/she resides. Applicant must then submit an official Net Trav Application on-line, which must be fully completed, including the applicant's social security number or business FEIN number and date of birth, and including the on-line acceptance of the IBO Agreement and IBOd Policies & Procedures.

Applicants must also submit the \$47.00 annual enrollment fee. Once the application is submitted, Net Trav will review the application and notify the applicant by email if their application has been accepted. Once the application is submitted, the IBO may sell Net Trav Memberships and sponsor other individuals to become Net Trav IBOs. In accordance with the Net Trav Compensation Plan, each IBO must complete at least one retail sale to a retail customer (excluding other IBOs) in order to qualify for IBO team commissions and downline commissions.

Individuals who are married may each have their own Business Center; however the partners cannot be sponsored in different organizational lines. One partner must be the sponsor of the other. Any attempts at dual-line sponsoring will result in termination by Net Trav.

An individual IBO may change to a business entity IBO by notifying Net Trav.

Net Trav reserves the right to accept or reject anyone as an IBO.

2. **PARTNERSHIP OR CORPORATION REQUIREMENTS**

Partnerships, Corporations or other business entities may become authorized Net Trav IBOs. A business entity which registers as a Net Trav IBO must include its Tax ID number, also called the Federal Employer's Identification Number (FEIN) on its application.

If more than 50% of the ownership interest in the IBO business entity changes, that shall be considered a transfer of the Business Center, and subject to approval by Net Trav.

Net Trav reserves the right to accept or reject any business entity as an IBO.

3. **SPONSORSHIP**

Active Net Trav IBOs may sponsor new potential Independent Business Owners anywhere within the United States, Canada, Mexico, Australia, and Europe with the understanding that English is the only language currently used on the NetTrav Express websites.

Every Net Trav IBO may choose its own sponsor when they initially apply for a Business Center with Net Trav. Or in the event the applicant does not know any Net Trav IBOs, the company will assign one of its active Independent Business Owners.

In the event that two IBOs claim to be the sponsors of the same new IBO, Net Trav shall acknowledge the first application received at corporate headquarters. In the event of disputes, Net Trav reserves the right to make final decisions. Any cross sponsorship or cross recruiting is strictly prohibited within the Net Trav organization.

4. **RESPONSIBILITY OF SPONSORS**

All Net Trav IBOs have an obligation to help supervise and train the new IBOs that they sponsor. Sponsors are advisors and mentors to their new down-line Independent Business Owners. (Note: Down-line Independent Business Owners are defined as any Independent Business Owner that is directly sponsored by an up-line Independent Business Owner, or any other Independent Business Owner within a direct line to that Independent Business Owner).

As an IBO with sponsored down-line Independent Business Owners, and their sponsored Independent Business Owners (your "sales organization"), you must maintain sufficient contact and communication with your sponsored Independent Business Owners to help them succeed in their business. This may include written correspondence, telephone contact, email contact, newsletters, personal meetings, and training sessions.

5. **NETWORKING COOPERATION**

It is to the advantage of the IBOs, as well as Net Trav, for IBOs to proactively cooperate with each other for the mutual success of the entire Net Trav organization. Net Trav supports an environment of teamwork and cooperation. No IBO may disparage any other Independent Business Owner or offer individual bonuses/incentives in order to entice a prospective Independent Business Owner to enroll.

6. **TRANSFERS OF SPONSORSHIPS**

Net Trav prohibits any transferring from one sponsorship to another. The integrity of the entire network organization is based on the strength of the structure within the network. The allowance of transfers will only be allowed under extreme circumstances and at the sole discretion of Net Trav.

An IBO will generally only be allowed to transfer sponsorship lines by way of written resignation to the company. Once resignation is accepted, the former IBO may then choose to rejoin the network six (6) months later under a new sponsor. **IMPORTANT:** IBOs who choose to resign and return will not be allowed to transfer their downline or qualified position with them. In other words a resigning IBO will start from the beginning as a new IBO.

7. **DEATH OF AN IBO**

In the event of the death of an IBO, the IBO maintains his/her rights to commissions and their marketing position. These commissions, marketing position, as well as IBO duties and responsibilities shall be passed to the successor in interest upon written notice to Net Trav.

Net Trav requires a certificate of death and a certified copy of the will, trust or other device before the company may effect transfer of the deceased IBO's business to the named transferee. The successor IBO shall be required to execute a new IBO application.

8. **SALE OF BUSINESS CENTER**

IBOs are at liberty to sell or assign their Business Centers for the current marketable price at any time, however, such sale or assignment is subject to Net Trav' approval of the new owner, which shall not be unreasonably withheld, and subject to the receipt of a fully completed and approved application by the new owner.

Net Trav reserves all rights to accept or reject any agreements of sale or transfer based on qualifications of purchaser, misrepresentation by seller, or any other issues that may arise resulting in potential detriment to Net Trav. Net Trav charges a one-time \$100.00 transfer fee for the sale of a Business Center.

9. **REPRESENTATIONS BY IBOS**

IBOs are independent contractors, fully responsible for their own business procedures and are not to be considered purchasers of a franchise or employees of Net Trav. The agreement between Net Trav and its IBOs does not create an employer/employee relationship, agency, partnership or joint venture between Net Trav and the IBOs.

IBOs must not represent themselves in any way, orally or in writing, as being an agent or employee of Net Trav. IBOs have no authority to bind Net Trav to any obligations. Each IBO shall hold Net Trav harmless for any claims, damages or liabilities arising out of the IBO's own business practice. Net Trav will take aggressive action to insure that IBOs who violate this policy are immediately terminated.

IBOs are responsible for any expenses which result from their business operations, including, but not limited to, advertising, taxes, fees, legal costs and shipping expenses.

IBOs may not use the Net Trav name on any written or electronic forms or documents (e.g. stationery, bank checks, business signs, email) without stating IBO in close proximity to the name Net Trav, and first receiving written approval from Net Trav.

10. RETAIL SALES

Net Trav products may only be sold by authorized Net Trav IBOs. IBOs may sell only to retail customers for their personal use, retail customers may not resell to other consumers. Net Trav IBOs should explain to customers that if they wish to sell Net Trav' products to others, they should elect to become an authorized Net Trav IBO.

The sale of Net Trav' products to retail customers is the foundation of Net Trav. The entire commission plan of Net Trav is a structure based upon volume of end-user sales or consumption by the individual IBOs, as well as their entire organization.

11. RETAIL SALES IN STORES OR OTHER OUTLETS

Net Trav products are not sold in stores or other outlets, and can only be sold by Net Trav IBOs to end-customers for their own use. However, Official Net Trav literature, along with the IBO's official Net Trav business card, may be displayed at a retail store or outlet with consent of store owner.

Sales of Net Trav products are also prohibited through on-line auctions, including, but not limited to, Ebay and Craigslist. This policy is necessary to prevent "shortselling" of the Net Trav products for purposes of qualification, and to protect the integrity of the entire organization.

12. UNETHICAL BEHAVIOR OR ACTIVITY

Net Trav IBOs will be immediately terminated, if, at the sole discretion of Net Trav, they are determined to be carrying out unprofessional or unethical marketing efforts or practices while representing the company.

13. REFUND POLICY

Net Trav provides a 100% refund policy, for three (3) days after purchase of product by customers or IBOs. Payment will be made directly to the purchaser provided no service or product purchased from Net Trav has been used.

If a sale is made by an IBO direct to the customer, the IBO shall be responsible for insuring that the customer is informed of the refund/return policy.

Any other refunds may be made at the sole discretion of the Net Trav.

14. SALES TAX

All products may be subject to the sales tax in the state, county, or city that levies such a tax and in which a sale may occur. This tax should be calculated on the sale price of applicable purchases. IBOs are responsible for compliance with the tax laws in their jurisdiction.

15. INDIVIDUAL TAXES

Each Net Trav IBO is responsible for reporting and paying his/her taxes at the federal, state and local levels. At the end of the calendar year, for all IBOs earning \$600.00 or more for the calendar year, Net Trav will send the U.S. Independent Business Owner and the Internal Revenue Service a 1099 form reporting the Independent Business Owner's annual income from Net Trav.

16. PROPRIETY NATURE OF DOWNLINE REPORTS

Net Trav may from time to time supply data processing information and reports to Net Trav IBOs concerning their down-line organizations. The IBO agrees that such information is proprietary and confidential to Net Trav, and is transmitted to the IBO in confidence for his/her internal use while managing their business.

The IBO agrees that he/she will not disclose such information to any third party directly or indirectly, nor use the information to compete with Net Trav directly or indirectly. The IBO and Net Trav agree that, but for this agreement of confidentiality and nondisclosure, Net Trav would not provide the above confidential information to the IBO.

17. AMENDMENTS

Net Trav expressly reserves the right to alter or amend wholesale prices, product availability and/or formulation, policies and procedures, and the compensation plan. Such amendments are automatically incorporated as part of the agreement between Net Trav and the IBO when published in official company literature or on the Official Net Trav website.

18. PRODUCT AND INCOME CLAIMS

IBOs shall not make false nor fraudulent representations about the company, its products, services, compensation plan or earnings potential. This includes the showing of checks, statement of earnings, or potential earnings. One person's earnings may not be typical of another's earnings, therefore, no income claims are allowable. In addition, IBOs shall not make any claims for or about Net Trav products which are not supported by facts contained in official company literature or on the company website.

19. IBO CHANGE OF ADDRESS

IBOs shall be responsible for immediately reporting any change of their contact information to Net Trav.

20. RESIGNATION OF AN IBO

IBOs have the right to terminate their agreement at any time and for any reason, or without reason, and without penalty, by giving written or email notice to Net Trav at its principal place of business.

Upon receipt of the notice, all rights to commissions, position, and sales shall immediately cease, and the IBO shall no longer be entitled to advertise, sell, or promote Net Trav products. The former IBO's downline shall be forfeited by the resigning Independent Business Owner.

Resigning IBOs are not eligible to be sponsored into Net Trav again for a period of six (6) months following the date of termination.

21. TERMINATION BY INACTIVITY

After three (3) months of consecutive inactivity, a Net Trav IBO will be deleted from the commission structure. The deleted IBO will, however, be eligible for re-sponsorship six (6) months after termination by inactivity. Inactivity shall be defined as a period in which no purchases, retail sales or personal enrollments are made.

22. TERMINATION OR SUSPENSION OF BUSINESS CENTER

IBOs have a duty to supervise, manage, and support their downline organization. This may include email updates, phone conferences, in face meetings, or other methods of support. Failure to support a downline organization is grounds for suspension or termination at the discretion of the company.

Net Trav reserves the right to terminate any IBO at any time, or suspend said IBO for a probationary period, when it is determined that the IBO has violated the provisions of the Independent Business Owner Agreement, including the provisions of these Policies and Procedures as they now exist or may be amended, or the provisions of applicable laws and standards of fair dealing.

Upon such a termination, the company shall notify the IBO by mail at the latest address listed with the company.

The terminated IBO shall immediately cease representing himself/herself as a Net Trav IBO, and will not be allowed to become a Net Trav IBO again in the future. Where applicable state law on termination of a IBO is inconsistent with company policy, such state law termination procedures shall be in force.

If the IBO wishes to appeal the termination, Net Trav must receive the appeal, in writing, within fifteen (15) days from the date of mailing of the company's termination letter. If the appeal is not received within the 15 day period, the termination will be automatically deemed final. If the IBO files a timely appeal of termination, Net Trav will review and reconsider the termination, consider any other appropriate action and notify the IBO of its decision. The decision of the company will be final and subject to no further review. In the event that the termination is not rescinded, the termination will be effective as of the date of the company's original termination notice.

Upon termination of an IBO, all rights to commissions, position, and wholesale purchase rights cease. The terminated IBO will not be eligible for future sponsorship.

23. ADVERTISING

Because Net Trav IBOs are independent contractors, they may promote their business in any legal and ethical manner, and may market without company approval, provided that (1) they do not use the corporate name, logo or trademarks; and (2) they use official Net Trav Advertisements and Marketing Materials. Any unofficial advertisements and/or marketing materials must be pre-approved by Net Trav in writing. Notwithstanding, any Net Trav IBO advertisement which utilizes the Net Trav name, logo or trademarks, must also clearly state, in close proximity to the Net Trav name, logo or trademarks, the words "IBO."

IBOs shall not answer their phone, nor carry on phone or email discussions, in any manner that would give callers reason to believe that they have reached, or are talking to, the corporate offices of Net Trav.

Only an official Net Trav website, as provided by Net Trav to the IBO, shall be used by the IBO to carry on his/her business selling Net Trav products. The Net Trav website shall not be altered, nor linked to other websites which may contain information or statements regarding Net Trav products which in themselves would be a violation of these Policies and Procedures. The company strictly prohibits IBOs from utilizing other web sites to advertise or promote the products or opportunity, other than the official Independent Business Owner provided Net Trav site.

Mass e-mail distribution and unsolicited faxes are not allowed, except that a fax or e-mail may be sent to any person with that person's prior permission or to any person with whom the Independent Business Owner has an established relationship.

Telephone solicitations or telemarketing, as broadly defined under the law, are not allowed. An IBO's inadvertent action of calling someone who is on the Federal "do not call" registry could subject the Independent Business Owner to a \$11,000.00 fine. Therefore, Independent Business Owners must not place calls to induce the purchase of a product or service offered by the company or to sponsor individuals or entities for a Business Center in the Net Trav organization. Exceptions to this policy include, 1) if the Independent Business Owner has an established business relationship with the prospect, or has had a financial transaction with the prospect within the 18 months prior to the call, 2) if the prospect had made personal inquiry or application regarding a Business Center or the products, 3) if the Independent Business Owner had received written permission from the prospect authorizing the call, or 4) if calling family members, personal friends or, occasionally, calling acquaintances.

Independent Business Owners are not allowed to mention specific names of other businesses, products, people, or celebrities etc in marketing or advertising or in any way state or imply that any of the foregoing are affiliated with Net Trav.

24. PRODUCT ORDERING, DELIVERY AND PAYMENT METHODS

Net Trav IBOs are not required to maintain a supply of product inventory for resale. All orders are placed on-line using a Net Trav website. The retail customer can use Visa and MasterCard credit or debit cards as payment. Membership is electronically activated by Net Trav directly for the customer as soon as their payment has been authorized and is de-activated if a refund is requested within the three day period. Net Trav provides the Independent Business Owner access to on-line reports that summarize the Independent Business Owner's sales activity and commissions.

25. IBO AUTOMATED NET TRAV POINTS PURCHASES

Net Trav IBOs agree to accept additional Points as a portion of their compensation for Team Cycle Bonus. These Points have an established monetary value but are non-transferrable and non-negotiable. The IBOs automated acceptance of Points with the completion of every pay cycle gives Net Trav permission to enter the IBO in a Team Bonus Center following their original Sponsor. Points are goods received for value and can be exchanged for Net Trav products and services at any time.

26. ANNUAL RENEWAL

Independent IBOs are required to renew their Agreement on the anniversary of the date that they became an IBO. The annual renewal fee shall be \$47.00. Renewal notices will be distributed by Net Trav via the email address in IBO's Profile on file and posted to IBO's back office. Failure to renew and pay the fee, within 30 days of the anniversary date shall be construed as a resignation by IBO and all Agreement's between the company and the IBO will be considered null and void. Although Net Trav plans to send out reminder notices, it is the sole responsibility of the IBO to remember to renew, and failure to send out such reminders shall not waive the requirement of IBO to renew by the appropriate date.

27. UNAUTHORIZED PURCHASES

Net Trav will immediately terminate any IBO who fraudulently attempts to create bogus sales transactions for purposes of meeting sales commission goals, or for any other reason. Offenders shall also be subject to possible legal action.

28. WAIVER

Net Trav does not waiver on the requirement for each IBO to comply with all of the terms and conditions of the IBO Agreement and these Policies and Procedures.

29. GOVERNING LAWS

These policies and procedures are reasonably related to the laws of the State of California and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall be in San Diego County, California.

30. INVALIDITY OF ANY PARAGRAPH

Should any portion of these Policies and Procedures, of the Independent Business Owner Application and Agreement, or any other instruments referred to herein or issued by the company be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

31. SANCTIONS AND ENFORCEMENT ACTION Any IBO who violates these Policies and Procedures jeopardizes the integrity and standing of all IBOs.

The company reserves the right to revoke the status of IBOs, or place violators on probation for a period which may delay their eligibility for advancement in the compensation plan. It is for the benefit of everyone that every IBO abides by the letter and spirit of these Policies and Procedures.

32. NUMBER OF POSITIONS A PERSON CAN OWN

An IBO is only allowed to own an interest in one personal position or one business entity position under a business FEIN number, unless otherwise qualified for or allowed for under the Compensation Plan.

33. OTHER NETWORKING COMPANIES

Independent Business Owners in Net Trav will be allowed to participate in other non-competing Networking Companies. However only personally sponsored downline Independent Business Owners may be approached with the other opportunity. At no time shall such solicitation take place at a Net Trav function or phone conference. Independent Business Owners are prohibited from contacting, directly or indirectly, anyone else in their down-line or any other Independent Business Owners of Net Trav for the purpose of solicitation or inquiry into or about another Network Marketing or Direct Sales Company which they may or may not be involved. Company may terminate on a first offense of this policy.

34. NOTICES TO NET TRAV

Any notice to Net Trav should be sent to the corporate offices at:
Net Trav Inc.
1902 Wright Place #200
Carlsbad, CA 92008

35. COMMISSION ISSUES

All commission disputes or errors generated by Net Trav's computerized systems must be communicated and addressed in writing to the Net Trav administrative and support staff no later than 30 days after the respective commission payment. It is the responsibility of the IBO to supply all essential supporting documentation.

An IBO who cancels this agreement or is terminated shall receive full commissions and bonus for the last full pay period in which he/she was active prior to cancellation or termination less any amount(s) due to Net Trav.

36. INSURANCE

Most homeowners policies, or automobile insurance policies, do not cover any losses IBOd with your business, such as to theft or damage to products or equipment either in your home office or when attending to business outside the home. The same holds true concerning business related injuries. Independent Business Owners are advised to check with their insurance providers to determine their specific coverage. Sometimes a "rider" can be placed on the policy to protect you in business related actions.

As a company we do not provide insurance for any of our IBOs.

37. CHARGE BACKS

If commissions have been paid to an IBO and subsequent returns on products or services occur which cause refunds to be issued to the purchaser, the commissions overpaid will be charged back against the IBO's next check, or first check with available commissions to cover the refunds.

38. WELCOME

Welcome to the Net Trav family, we look forward to a long and successful relationship.