

WSC Policies & Procedures

The success of our Club is wholly dependent upon the activity of the Members within it. The personal success of your group is directly related to relationships; relationships with potential members, other Members and the Club.

An integral part of ensuring success for our Club is for its Members to utilize and adhere to a clearly defined set of Policies and Procedures. These Policies and Procedures are for the benefit of all Members, Merchant Affiliates and the Club in general so it is important to follow “the spirit as well as the letter” of these policies.

NOTE: ALL inquiries, including any and all bank inquiries regarding the WSC Rebate Card, are to be forwarded to Worldwide Shoppers Club via:
Email (admin@worldwideshoppersclub.email)
Phone / Fax (1-877-344-7327) or
WSC website (click on Support)
Failure to do so is a violation of WSC Policies & Procedures.

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A. Definitions

All Club Members will better understand the Policies and Procedures by knowing and understanding some basic terms and definitions. These terms will be used to explain policies and programs in Club literature, on the Club website and in discussions between the Club and Members.

A.1. Club

The term “Club” as it is used throughout these policies and other literature, means Worldwide Shoppers Club including, but not limited to, any club owned or operated by Worldwide Shoppers Club (WSC), in any jurisdiction.

A.2. Member

An individual who has applied to Worldwide Shoppers Club with the intent of becoming a Member and who has been accepted by Worldwide Shoppers Club as a Member. After acceptance by the Club the Member agrees to abide by the Policies & Procedures set forth by the Club.

A.2.1 Each Member will be provided a Member ID Number. This ID Number is to be quoted in any and all discussions between the Member, Merchant Affiliates and the Club.

A.3. Referral

A referral is any individual that is recommended to the Club by an Active Member of the Club. The Active Member who makes the referral does so by inviting a potential Member to a Club Meeting, Webinar or their official WSC replicated website ensuring that the potential New Member receives all the correct information about the Club.

A.4 Equality

WSC gives equal consideration to all applications received. Our policy is to provide fair and equal treatment to all applicants and aim to ensure no unfair discrimination against anyone in the referral process.

A.5 Merchant Affiliate

A.5.1 A small to medium-sized business that can be a sole proprietorship, partnership or corporation that has less than 100 employees, that has filled out an application to Worldwide Shoppers Club and has been accepted. Merchant Affiliates must meet certain criteria and follow our restricted activities policy as outlined in A.5.2.

A.5.2 Restricted activities

- a) A Merchant Affiliate's information and activities through WSC shall not be: false or inaccurate; any goods, services, or content that violates the law or legal right of others: fraudulent or involve the sale of counterfeit or stolen items; infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; violate any law, statute, ordinance, contract or regulation; be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or be obscene or contain any pornography.
- b) A Merchant Affiliate cannot be an independent distributor of an MLM or Networking Company; however, a Merchant Affiliate can sell products of MLM or Networking Companies as long as those products are part of their regular inventory in their physical store.

A.6 Merchant Affiliate Identification Number

Each Merchant Affiliate will be provided a Merchant ID Number. This ID Number is to be quoted in any and all discussions between the Member/Merchant and the Club.

A.7 Referral

- a) Worldwide Shoppers Club is a private club. A Member who makes a Referral does so by ensuring that the Member receives all necessary information regarding the Club.
- b) To refer a friend or family member to the Club, the Member will direct the individual to go to their personal replicated WSC website for the purpose of learning about the Club and to apply to become a WSC Member and / or WSC Merchant Affiliate.

A.8 Point of Sale Discount, Gift or Additional Service

A discount, gift or additional service that is offered to Members by Merchant Affiliates on or before a sales transaction takes place.

A.9 Rebate

A rebate that is offered to the Club by Merchant Affiliates based wholly upon purchases made by Active Members. Rebates are then distributed among the Active Membership. Increasing the amount of Member purchases at Merchant Affiliates can help to create a reduction in the price of products purchased from these Merchant Affiliates and at the same time contributes more to the Rebate Pool for reimbursement to the Active Membership.

A.10 Rebate Pool

Rebates are created through Member's after-tax dollar purchases from Merchant Affiliates. Merchants are invoiced for their own tax purposes to determine the amount of rebate to reimburse back to the Membership Rebate Pool. Merchants direct their payments through a bank to bank process, as funds are never "handled" directly by anyone in the Club. These reimbursements (Rebates) are collectively entered into what is called the Rebate Pool. The Club directs these reimbursements (Rebates) back to the Active Membership accordingly via the rebate system and these Rebates are therefore viewed as a reimbursement.

A.11 Specials, Offers and Bonuses

Any additional in-store promotions offered to Members by Merchant Affiliates which may be posted in-store, on the WSC website, Member Replicated Websites, Member Dashboards and WSC website Merchant Listing Page. This may change from time to time. Please check Merchants' posted website listings or watch for notifications.

A.12 Banner Ads & Merchant Advertising

Free advertising space and premium advertising space available on the Club website and Merchant Listing Page. Banner Ads will be placed on a rotating platform on the Primary WSC website which will also show on every Member's replicated website. WSC will also utilize various media platforms to promote Merchants including a QR Code Merchant Locator.

A.13 WSC Membership ID Card

THE MEMBERSHIP CARD IS A VERY IMPORTANT COMPONENT IN BEING A MEMBER.

A.13.1 The Club will provide all Members with a WSC Membership ID Card displaying their name, Member ID Number and their specific Member QR Code which will automatically track their purchases and Rebates when they shop at WSC Merchant Affiliates.

A.13.2 All of the Member's purchases and Rebates are tracked via the Member's QR Code on the Member's Membership Card. Members must show their Membership ID Card to Merchant Affiliates when making any and all purchases to verify to the Merchant Affiliate that they are a WSC Member. The QR Code is scanned by the Merchant using a Smartphone, iPad or Tablet, or the Merchant can manually input the Member's ID Number with a link to record the purchase. All that will be needed by the Merchant is the 'WSC App' which is FREE to everyone and every Merchant. The Member can utilize any form of payment for their purchase that the Merchant accepts

A.13.3 IMPORTANT - Always provide the Member ID Number on your Membership Card when making any inquiry to WSC Member Services and when making a Membership Payment. WSC accepts no responsibility for any funds that are misdirected as a result of a Member providing the wrong Member ID Number with their payment.

A.13.4 The Membership ID Card will provide Members with certain privileges such as Clubhouse Usage and special offers made available only to WSC Active Members.

A.13.5 Lost or Stolen WSC Membership ID Card

If the Member's card is lost or stolen, the Member will be responsible for the cost of replacement of the card plus cost of shipping. It is the Member's responsibility to ensure that their Membership ID Card is kept safe and secure at all times, as it is essential to receiving Rebates. Each Membership ID Card will be embedded with the Member's own specific QR Code which the Merchant will scan to register that Member's purchase. This information is essential to track purchases at Merchant Affiliates for the purpose of calculating your Rebates. Member cost for replacement of the WSC Membership Card is USD\$25.00 plus cost of shipping.

A.14 STP e-Wallet, International MasterCard and Other Financial Tools

The STP eWallet and International MasterCard are ONLY TOOLS. These tools are separate and apart from your Membership and have no affect on the status of your Membership. Members can choose to apply for one or more of these Financial Tools if they wish to do so. The due diligence procedures of the issuing financial institution are outside of the control of WSC.

A.14.1 There is no cost to apply for the eWallet. Members are able to their Rebates to the eWallet and they can pay their monthly Membership Fee from their eWallet. There are multiple ways to deposit and withdraw funds from your eWallet.

A.14.2 Members are able to load their International MasterCard from their eWallet via the internet. The MasterCard can be used worldwide at merchants, ATM, online shopping, etc. (The Club does not load the MasterCard.)

A.14.3 Members can shop using any form of payment that the Merchant Affiliate accepts because the Member's purchases and Rebates are tracked via the QR Code on their WSC Membership Card.

A.14.4 WSC is always working towards helping Members to have access to as many options and financial tools as possible. Members will choose from a variety of financial tools for the purpose of making purchases at Merchant Affiliates and to receive their Rebates.

A.15. Monthly Membership Fee

A required payment of USD\$25 each month that is payable by the Member to the Club which is used to pay for marketing, advertising, website development and maintenance and other operational expenses.

A.16. Member Advantages

WSC Active Members will receive:

- a) WSC Membership Card with QR Code that provides the many advantages for WSC Members.
- b) A choice of financial tools that the Member may choose to apply for.
- c) Point of Sale Discounts, gifts or additional services at WSC Merchant Affiliates
- d) A variety of Rebates loaded to the Member's eWallet or WSC Rebate Card
- e) Bonus Rebates that will occur from time to time
- f) Points – Members will receive points based upon certain achievements such as: “Member in Good Standing”, “Mystery Merchant Shopping” and “Golden Rule Achievement” to name a few. Members will be informed through their Dashboard of the points they hold. Monthly and annual awards will be presented to Members who have accumulated the highest number of points.

A.17. Cash Back Rebate System

An Electronic methodology of tracking of Membership purchases and Merchant Affiliate sales for purposes including, but not limited to, market research, sales tracking, collection and reimbursement payment of Rebates, Club promotion, Merchant promotion and Member services.

A.18. Reimbursements from Merchant Affiliates

Agreements in place with Merchant Affiliates provide reimbursements through the Club when WSC Members support Merchant Affiliates through their patronage. Over 90% of the reimbursements from Merchant Affiliates through Worldwide Shoppers Club are distributed back to the Membership in the form of various reimbursements, which are called Rebates.

A.19. Rebates to Active Members

A.19.1 Members make a commitment to re-direct \$100 of their normal monthly spending to Merchant Affiliates.

A.19.2 All Active Members that are a Member in Good Standing for a specified month receive the Standard Rebate for that month.

A.19.3 All Active Members that are a Member in Good Standing and have 1, 2 or 3 Personal Referrals who are Active Members for a specified month receive Residual Rebates for that month.

A.20 Member in Good Standing

If you are an Active Member that pays your monthly Membership Fee when it is due and spends a minimum of USD\$100 per month (*or equivalent in your local currency*) at WSC Merchant Affiliates then you are a Member in Good Standing.

A.21. Shopping Circle

When a Member has personally referred 1, 2 or 3 people who become Active Members, these 3 Personal Referrals are referred to as their Shopping Circle; and these 3 Active Personal Referrals may appear anywhere in their Shopping Group.

A.22. Shopping Group

A Member's Shopping Group includes their Shopping Circle plus all additional Active Members stemming from it.

B. Members

B.1. Application for WSC Membership

B.1.1 Apply for WSC Membership via the replicated WSC website of the Member that has Referred you. Click on 'Join' at the top of the page and fill in the application form with the required information. Be sure to write down the Username and Password that is created during the application process and store it in a safe location for future reference.

B.1.2 When payment and application have been received and processed successfully, the new Member applicant will receive an email welcoming them and providing them with their Membership ID Number and the url for their own personal replicated WSC website. The new Member will be able to login to their Dashboard to keep updated regarding all matters related to their Membership, pay their monthly Membership Fee, apply for Financial Tools, etc.

B.1.3 The Member will receive a WSC Membership Card with QR Code. While the new Member is waiting to receive their Membership Card in the mail, they can print out their New Member Welcome Letter and present it to Merchant Affiliates when they are shopping.

B.1.4 If you have not been referred by a Member, you can apply for Membership via the primary WSC website (www.worldwideshoppersclub.com) and your application will be reviewed by the Club.

B.2 Application for optional Financial Tools

B.2.1 Upon completion of applying for Membership online, the new Member can at anytime login to their Dashboard to apply for one or more financial tools. (eg. e-Wallet or International MasterCard) Complete details regarding the application procedure for each available financial tool will be available to the Member when they login to their Dashboard.

B.2.2 Worldwide Shoppers Club does not guarantee that the Financial Tool that is chosen by the Member will be approved or issued to the Member by the financial institution due to the fact the application and due diligence procedures of the financial institution are outside of the control of WSC.

B.3 Membership Fees

Membership Fees are due before the end of every month. It is highly recommended that Members should not wait until the last few days of the month to make their Membership Fee payment. WSC assumes no responsibility for payments that are delayed, misdirected or lost in the mail.

B.3.1 Online Payments

- a) WSC Members are able make payment of their monthly Membership Fees by logging in to their Dashboard and selecting the Membership Fee Payment Option of their choice.
- b) The cost of each Membership Fee Payment Option will be automatically converted to the Member's local currency by the payment gateway such that their amount of their payment in local currency is equal to the amount of the Membership Fee that is due in US Dollars.
- c) The payment gateway will offer multiple ways of making their Membership Fee payment. There is no refund or return of any funds that have been paid via the WSC website for the purpose of Membership Fees.

B.3.2 Payments via Bank Draft

- a) Members are able pay their Membership Fees via US Dollar bank draft payable to Worldwide Shoppers Club and mailed with a tracking number to Worldwide Shoppers Club, Head Clubhouse - Calgary, Bay 1, 2316 - 27 Avenue NE, Calgary, Alberta, Canada T2E 7A7.
- b) Bank drafts may be held for 10 business days at the discretion of the bank because the payment is being deposited to an International Bank and not a domestic bank.
- c) Due to the time required for shipping plus funds clearance it is highly recommended that payments via bank draft be utilized for prepayment of Membership Fees a minimum of one month in advance.

B.4 Members' personal and private information is provided to Worldwide Shoppers Club ONLY for the purpose of WSC Membership and for the purpose of applying for the WSC Rebate Card. Worldwide Shoppers Club respects the rights and privacy of Members at all times.

B.5 Worldwide Shoppers Club reserves the right to decline any Membership Application for any reason at the sole discretion of the Club.

B.6 WSC reserves the right to decline the application of any individual that has previously been declined or terminated by the Club.

B.7 Members shall not submit any inaccurate or false information to the Club. Furthermore, the Member is responsible for informing the Club of any updated information or changes to that Member information. The Club reserves the right to immediately terminate a Member if the Club determines that false or inaccurate information has been provided.

B.8 Members must be 18 years of age or older.

B.9 Upon the death of the Member, his/her Club Membership can be transferred to his/her successor upon written application to, and approval by the Club. The Club must receive a formal written request for transfer within ninety (90) days of the death of the Member, otherwise the Membership will be terminated. The successor will be required to provide name, address, phone number, email address and date of birth and he/she will be required to adhere to the Policies and Procedures herein as set out by the Club.

B.10 The Club can terminate any Member that has not been an Active Member for 3 or more months. The status of the Member's Membership will be available via the Member's Dashboard and email notifications will be sent to Members that are not an Active Member.

B.11 When a decision is made to terminate a Member, the Club will inform the Member in writing. The termination will be sent by email to the Member's email address on file with the Club. If deemed necessary by the Club, Members may be terminated by the Club for cause. The Club has the right to take quick and decisive action in limiting or terminating a Member who is found in violation of these Policies and Procedures, the Member Agreement, or laws, statutes and/or regulations that pertain to the Club or its Members. Such disciplinary action may

include oral and written warnings, suspension, forfeiture of rebates, or termination. In extreme cases of violation by a Member, the Club also reserves the right to legal recourse including, but not limited to, reimbursement by a Member for any expenses such as attorney's fees, legal fees and compensatory damages resultant from a violation. The issuance of fraudulent monetary instruments, fraudulent misrepresentation of the Club and the commission of illegal or deceptive acts all constitute reasonable cause for termination, together with any other material breach or violation as noted above.

B.12. A Member may terminate their Club Membership at any time by providing written notice to the Club.

B.13. Regardless of whether a Member is terminated through voluntary resignation or through termination by the Club, that Member is no longer a member of the Club and as such shall lose all Membership privileges including, but not limited to, reimbursement of Rebates. In the event of a Termination, there is no reimbursement of any Membership Fees.

B.14. Member's patronage to Merchant Affiliates creates Rebates. Inviting people to join the Worldwide Shoppers Club is advantageous to both Members and the Club! As Club Membership grows and the number of Active Shoppers within the Member's Shopping Circle increases, the Members' shopping efforts collectively provide bulk shopping type volume within the Club and this in turn provides discounts that are rebated back to Members.

B.15. The entire Rebate Program must be shown or communicated to prospective Members. Failure to do so is a violation of the Policies and Procedures.

C. Merchant Affiliates

C.1. The owner or the authorized representative of a business is the only person that can initiate the process of becoming a Merchant Affiliate by submitting a Merchant Affiliate Agreement via the WSC website.

C.2. The criteria for a Merchant Affiliate is as follows:

- a) The merchant is a small to medium-sized business that has no more than 100 employees.
- b) The merchant cannot provide any goods, services or content that violates the law or legal right of others: be fraudulent or involve the sale of counterfeit or stolen items; infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy: violate any law, statute, ordinance, contract or regulation; be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; be obscene or contain any form of material that may be deemed as pornographic.
- c) The merchant agrees to offer a rebate through to the Club, which is based strictly on Member purchases and equal to a minimum of 10% of gross sales to WSC Members.
- d) The merchant may choose to offer a point of sale discount to WSC Members that is ideally 10% or more prior to any taxes, if applicable.
- e) The merchant may choose to offer additional in-store specials, offers and bonuses to WSC Members; which promotions may change from time to time.
- f) The merchant may advertise on the Club website or through WSC Merchant Listing Page Locator utilizing free ad space or premium ad space as available and according to Club advertising standards.
- g) The merchant shall not sell or give any Member information to any third party without the written consent of the Member.
- h) The merchant agrees not to solicit any Member for any reason without the written consent of the Member.

C.3. Worldwide Shoppers Club reserves the right to decline any Merchant Affiliate Agreement for any reason at the sole discretion of the Club.

C.4. Merchant Affiliates shall not submit any inaccurate or false information to the Club. Furthermore, the Merchant Affiliate is responsible for informing the Club of any updated information or changes to that Merchant Affiliate information. The Club reserves the right to immediately terminate a Merchant Affiliate if the Club determines that false or inaccurate information has been provided.

C.5. When a decision is made to terminate a Merchant Affiliate, the Club will inform the Merchant Affiliate in writing via email to the Merchant Affiliate's email address that is on file with the Club. If deemed necessary by the Club, Merchant Affiliates may be terminated by the Club for cause. The Club has the right to take quick and decisive action in limiting or terminating a Merchant Affiliate who is

found in violation of these Policies and Procedures, the Merchant Affiliate Agreement, or any laws, statutes and/or regulations that pertain to the Club or its Members. Such disciplinary action may include oral and written warnings, suspension or termination. In extreme cases of violation by a Merchant Affiliate, the Club also reserves the right to legal recourse, including, but not limited to, reimbursement by a Merchant Affiliate for any expenses such as legal fees and compensatory damages resultant from a violation. The issuance of fraudulent monetary instruments, fraudulent misrepresentation of the Club and the commission of illegal or deceptive acts all constitute reasonable cause for termination, together with any other material breach or violation as noted above.

D. Prohibited Practices

D.1. Unless prior written approval has been granted by the Club, Members and Merchant Affiliates shall not:

- a) produce, promote, or use any materials in any form which includes any copyrighted or otherwise proprietary materials containing the Club's name, programs, services, or logos
- b) create or promote any website or internet-based link in regard to any and all matters related to WSC except those obtained directly from the Club and approved by the Club. A website is defined as any and all use of a computer, the Internet and the World Wide Web to display, comment on, or otherwise transmit information in graphic, text, or audio form.

D.2. It is not permitted for any individual or any entity to possess a website, email address, business name or bank account using or containing the name Worldwide Shoppers Club or any other name that might be interpreted as an affiliation that has not been explicitly authorized by the Club.

D.3. Members and Merchant Affiliates shall not misrepresent the Club and unauthorized, unwarranted, and unjustified claims shall not be made.

D.4. Members and Merchant Affiliates shall not utilize any Club, Member or Merchant Affiliate information for any form of solicitation. Any violation of this policy will result in immediate suspension and / or termination of the offending Member or Merchant Affiliate. Furthermore, the offending Member or Merchant Affiliate could be subject to legal action for injunctive relief and/or damages caused by violation of Privacy Laws.

D.5. Members and Merchant Affiliates shall not engage in any unlawful practices.

D.6. Violators of any of these Policies and Procedures may be required by the Club, at the Club's option, to correct the violations in whatever the manner the Club deems necessary and offenders will be liable for any damages sustained by the Club, as well as any other penalties imposed through legal action.

E. Website Policy

E.1. The creation and use of internet websites created by the Club and utilized by Members and Merchant Affiliates are for the purpose of promoting the Club, providing Member Services, and increasing the number of Merchant Affiliates offering discounts, gifts, additional services and Rebates to Members. A website is defined as any and all use of a computer, the Internet and the World Wide Web to display, comment on, or otherwise transmit information in graphic, text, or audio form.

E.2. WSC Members and WSC Merchant Affiliates agree to receive information from the Club via email to the email address(es) provided on their WSC Member Application Form or WSC Merchant Affiliate Agreement. If a WSC Member or WSC Merchant Affiliate does not wish to receive information from the Club they will be able to opt out by utilizing an "unsubscribe" link within the email they received or by providing written notice to Worldwide Shoppers Club that they wish to be unsubscribed and not receive future emails of information from the Club.

E.3 Any and all banners or other methods of advertising to be utilized on the internet must be approved in writing by the Club prior to use.

E.4 Any and all references to the Club, internationally or domestically, is absolutely forbidden unless provided directly off of the Club website.

E.5 All email advertising must be in compliance with all prevailing laws concerning unwanted, unsolicited email (also known as spam). Spamming is illegal and will not be allowed or tolerated by the Club.

F. Amendments

F.1. The Club shall have the right to amend the Policies and Procedures at any time without notice.

F.2. Amendments will go into effect immediately upon publication on the Club website. Amendments so announced will be binding on all Members and all Merchant Affiliates.

F.3. Advertising rates for any and all advertising on the Club website is controlled wholly by a third party and is subject to change at any time without notice. All website advertising is subject to approval by the Club and must be pre-paid in full to the advertising provider prior to display on the Club website.

NOTE: ALL inquiries, including any and all advertising approvals, are to be forwarded to Worldwide Shoppers Club via:

Email (admin@worldwideshoppersclub.com)

Phone/Fax (1-877-344-7327) or

WSC website (www.worldwideshoppersclub.com/support/contact)

Failure to do so is a violation of WSC Policies & Procedures.

G. Member Etiquette

G.1 Members will use the Golden Rule “treating others as they would expect to be treated...” as the primary measuring stick in conducting all Club interactions.

G.2 Members will be honest in all Club activities.

G.3 Members will treat other Club Members fairly, showing courtesy and helpfulness in all Club activities.

G.4 Members will fulfill all obligations associated with being a Club Member.

G.5 Members will act in harmony with all Club Members to help further the success of the Club.

G.6 Members will conduct themselves in a positive manner and portray themselves as a positive role model to all.

G.7 Members will endeavor to observe the spirit as well as the letter in all the Club's Policies and Procedures, knowing it is for the benefit of all Club Members and the advancement of the Club.