

POLICIES AND PROCEDURES

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PREFACE

The SeYahCares Humanitarian Funding and Affiliate Membership Program is specifically designed to provide monthly Humanitarian Funding for humanitarian-minded individuals, churches, and nonprofit organizations, as well as some additional income for their staffing, volunteers, church members, and nonprofit organization's supporters to help take care of the needs of others, including their own. Each Humanitarian Funding Center is designed to provide an abundance of funding to help people, **which is SeYah's GOAL, and hopefully it is every participant's GOAL as well.**

It is the intention of SeYahCares to generate and provide this funding for generous, humanitarian-minded individuals and organization who will use the funding wisely and responsibly.

SHOULD ANY CHURCH, ORGANIZATION, BUSINESS, OR INDIVIDUAL NOT HAVE THE SAME HUMANITARIAN MISSION AND GOALS AS SEYAHCARES; IT IS RESPECTFULLY REQUESTED THAT THEY DO NOT PARTICIPATE IN THE SEYAH CARES HUMANITARIAN FUNDING MEMBERSHIP PROGRAM.

GENERAL

The Policies and Procedures, in their present form and as amended from time to time by SeYah Cares sole discretion, are also incorporated into SeYah Cares Humanitarian Funding "JOIN" Agreement and are the terms and conditions of the Membership contract with SeYah Cares. It's the responsibility of each member to read, understand, adhere to, and ensure that he/she is aware of, and operates under the most current version of these Policies and Procedures. Associated Members must also comply with the description and model of the Humanitarian Funding Program, plus honor and obey all applicable laws of the USA.

THE WORD "Company" used in this document refers to SeYah Cares, a subsidiary of SeYah Humanitarian Outreach.

NOTE: All Associated Members are independent contractors and representatives, not an employee of SeYah Cares.

The purpose of this Membership Agreement is to define the relationship between SeYah Cares and the Members; and to set the standards for acceptable behavior while assisting Associate Members to receive Humanitarian Funding.

CHANGES - The Company may from time to time amend the terms and conditions of the Agreement, Policies and Procedures, the Humanitarian Funding Program, and its Membership Fees. Amendments shall be effective upon notification of the changes in official SeYah Cares publications distributed to its members via the corporate website.

DELAYS – SeYah Cares shall not be responsible for any delays and/or failures in fulfilling its obligations due to circumstances beyond its reasonable control.

POLICIES AND PROVISIONS SEVERABLE - If any provision of the Agreement as it currently exists, or as may be amended, is found to be invalid, illegal, or unenforceable for any reason, only the invalid provision will be omitted from the Agreement; with the remaining terms and provisions remaining in full force and in effect.

TITLES NOT SUBSTANTIVE - The titles and headings to these Policies and Procedures are for reference purposes only and do not constitute, nor shall not be construed as, substantive terms of the Agreement.

WAIVER – SeYah Cares never forfeits its right to require Member compliance with this Agreement and/or with applicable laws and regulations governing business conduct. Only in rare circumstances will a policy be waived, and such waivers will be conveyed in writing by the Compliance Officer, or an officer of the company, plus the waiver will apply only to that specific case.

HUMANITARIAN FUNDING RECIPIENT - The requirements to be a SeYah Cares Humanitarian Funding Member and Funding Recipient is to be of legal age with a valid Social Security number or Federal Tax Number on file; reside in a geographic area where SeYah Cares is approved to operate; MUST read and accept the SeYah Cares Policies and Procedures of the Humanitarian Funding Membership Program, its Disclaimers, User Agreement, Terms of Use, Privacy Policy, and Refund Policy. Plus, as an independent contractor, MUST assume all appropriate responsibilities for all accounting, applicable income tax, insurances, and the like, in respect of the Associate Member.

SeYahCares reserves the right to accept or reject any Membership Application for any reason, and/or to revoke a Membership with cause, and without recourse.

IDENTIFICATION AND MEMBER NUMBER - When SeYah Cares receives and accepts a new membership enrollment, SeYah Cares will assign a unique membership number to that member, and the member MUST use that number when contacting the Customer Service Department to speak with a Customer Service Representative.

AFFILIATE BENEFITS - Once SeYah Cares accepts a Membership Application and issues their membership number; the benefits of being a Humanitarian Member are available to that new Member. These benefits include unlimited access to discounted Dining and Travel, unlimited access to the SeYah TV Network, the monthly newsletter, and any other current or future benefits, including the right to purchase products and services at membership pricing; plus participate in and receive humanitarian funding from the SeYah Cares Humanitarian Funding Membership Program. Members may also enroll and/or sponsor other approved individuals, businesses, and organizations as participating Humanitarian Funding Members, thereby building a downline of associate members to progress through SeYah Cares Humanitarian Funding Program. Additionally, members will have access to SeYah Cares approved literature and other communications; plus may participate in support, training, and motivational sessions. Members may also participate in any promotions, incentives, contests, and programs that are sponsored by SeYah Cares.

OPERATING AS A HUMANITARIAN MEMBER – If the actions of a personally enrolled member, or an associated individual, business, organization, or entity engages in any activity that violates any provision of this Agreement, such activity may be deemed as a violation by the enrolling member.

ADHERENCE TO SEYAH CARES HUMANITARIAN FUNDING PROGRAM – Members must adhere to the terms and conditions of the SeYah Cares Humanitarian Funding Program as set forth in the official SeYah Cares documentation. Members shall not offer the SeYah Cares Humanitarian Funding Program through, or in combination with, any other opportunity, or unapproved method of marketing. Members shall not require or encourage any other current or prospective member to participate in SeYah Cares Humanitarian Funding Program in a manner that varies from the program as set forth in the SeYah Cares documentation. Members shall not require or encourage any other current, or prospective member to execute any other agreement or contract other than official SeYah Cares Agreements or contracts in order to become an SeYah Cares member. Similarly, members shall not require, or encourage any current, or prospective member to make any purchase from, or payment to, any individual, or entity in order to participate in and/or to receive humanitarian funding from the SeYah Cares Humanitarian Funding Program other than the membership enrollment fee and/or monthly donation as required in the official SeYahCares documentation.

ADVERTISING

In general – Members must avoid all discourteous, deceptive, misleading, illegal, unethical, or immoral conduct or practices in their marketing and promotion of the SeYah Cares Humanitarian Funding Program. No member may produce any unauthorized sales or marketing materials to promote the SeYah Cares Humanitarian Funding Program, or its membership benefits. Members may only use sales aids and materials produced or approved by SeYah Cares.

Sales, marketing, and support materials include, but not limited to, promoting and training information, brochures, flyers, pamphlets, posters, postcards, letters, classified advertisements, etc. that promote the SeYah Cares Humanitarian Membership Program.

MEDIA INQUIRIES – Members must refer all media inquiries regarding the SeYah Cares Humanitarian Funding Program and/or membership benefits to the SeYah Cares Compliance Department as this will ensure that only accurate and consistent information reaches the general public.

TRADEMARKS AND COPYRIGHTS – A member may use the SeYah Cares trademark, trade name, and corporate logo to promote their independent business. A reproducible copy of the logo can be obtained from SeYah Cares. However, this logo may only be used on personal stationery and specifically approved literature, not on clothing, signage, or motor vehicles without expressed written permission from SeYah. Members may also describe themselves as a VIP SeYah Cares Humanitarian Member in the business pages of the telephone directory. Affiliates shall not answer any telephone in any manner that might indicate or suggest that the caller has reached the SeYah Cares corporate office. Members may not record or reproduce materials from any SeYah Cares corporate function, event, speech, etc. nor record, reproduce, or copy any presentation or speech by any SeYah Cares spokesperson, representative, speaker, officer, director, or other member without written permission from the author. Members may not reproduce or copy any recording of a SeYah Cares produced media presentation including audio or video. Members may not publish, or cause to be published, in any written or electronic media, the name, photograph or likeness, copyrighted materials, or property of individual an members of SeYah Cares without the express written authorization from the individual and/or SeYah Cares.

AFFILIATE CLAIMS AND REPRESENTATIONS – Members may not make income projections, claims, or disclose their SeYah Cares Humanitarian Funding (including the showing of checks, copies of checks, or bank statements) when presenting or discussing the SeYah Cares Humanitarian Funding Program with others.

REPORTS – The SeYah Cares genealogy and Humanitarian Funding Reports are confidential and contain proprietary trade secrets. Therefore, no member may use those reports for any purpose not pertaining to the SeYah Cares Humanitarian Funding Program, and/or its Policies and Procedures.

As set forth herein, no individual or entity may possess more than one membership and MUST conform to the laws of the state in which their membership resides. Each membership is required to have a separate Tax ID Number.

DECEPTIVE PRACTICES – Members must truthfully and fully explain the details and requirements of the SeYah Cares Humanitarian Funding Membership Program, its membership benefits, plus its Policies and Procedures to every prospective member using the corporate site, or their replicated website and/or approved marketing literature.

INDEPENDENT CONTRACTOR STATUS – Members are independent contractor and representatives. Members are not purchasers of any franchise or business opportunity. The agreement between SeYah Cares and its Members does not create an employer/employee relationship, agency, partnership, or joint venture, etc. between the Company and any Member. All members and recipients of Humanitarian Funding are responsible for paying their own income taxes if applicable. Members will not be treated as employees of SeYah Cares for any purpose including, but not limited to, any workers compensation, superannuation, or insurance benefits, etc.

Adherence to Laws and Ordinances – All Members MUST obey all city, county, state, and federal laws, and regulatory agency requirements.

SALE, TRANSFER, OR ASSIGNMENT – A member may not sell, transfer, or assign their membership to any person or entity without the express written approval from SeYah Cares.

SEPARATION OF AN AFFILIATE - If a member wishes to dissolve or cancel their membership, they may do so at any time without cause or reason with a 30-day advance notice. However, once their membership has been dissolved or cancelled, their Humanitarian Funding, if any, shall also cease.

SUCCESSION - If a member dies or becomes incapacitated, his/her Humanitarian Funding Membership and rights may be reassigned to his/her successor by submitting a new Membership Application for approval. Upon such death or incapacitation, the successor must present the proof of death or incapacitation, along with proof of succession, such as a Grant of Probate, or an Enduring Power of Attorney to the SeYah Cares Compliance Department along with their properly completed Membership Application and executed Agreement.

TAXES – All SeYah Cares Humanitarian Members must comply with all of the relevant taxation laws and legislation. Members should seek professional advice from their own accountant or tax advisor as to how to keep proper business records and accounting for tax purposes, if any. Members receiving Humanitarian Funding and/or income may be subject to income tax and if so, must properly include it on their annual income tax reports or returns.

TELEPHONE AND EMAIL SOLICITATION - The use of any automated telephone solicitation equipment in connection with the marketing or promotion of the SeYah Cares Humanitarian Funding Program is strictly prohibited. The use of telemarketing operations to offer, promote, or sell Humanitarian Funding Memberships over the telephone is strictly prohibited. Members are also forbidden from sending unsolicited email messages or "spamming" to offer, promote, or sell Humanitarian Funding. ***All members should make themselves familiar with relevant privacy legislation.***

TERRITORIES - There are no exclusive territories for promoting the SeYah Cares Humanitarian Funding Membership Program, nor shall any member imply or state that he/she has an exclusive territory to offer or promote the SeYah Cares Humanitarian Membership Programs.

NON-DISPARAGEMENT - In setting the proper example for others, members must not disparage any other member, or the SeYah Cares Humanitarian Funding Program. Such disparagement will constitute a material breach of these Policies and Procedures, and subject to a penalty or termination determination.

REPORTING VIOLATIONS – Members should report any observed violations of a policy violation to the SeYah Cares Compliance Department to protect the Integrity of the SeYah Cares Humanitarian Funding Program and its associated Members.

HUMANITARIAN FUNDING – All funding will be dispersed to the recipient through their ledger in their Back Office. The recipient must review their Humanitarian Funding disbursement and report any errors or discrepancies to the SeYah Cares Corporate Office via phone within ten (10) days from the date of the Humanitarian Funding was made. Errors or discrepancies which are not brought to SeYah Cares' attention within the 10 days will be deemed correct.

ADJUSTMENTS OF HUMANITARIAN FUNDING – If an error or discrepancy is found, it will be properly corrected.

LOSS OF HUMANITARIAN FUNDING – All eligible Members will receive their Humanitarian Funding in compliance with the terms and conditions of this Agreement and eligibility requirements.

Unclaimed Funding - eligible members who provide SeYah Cares with incomplete or invalid bank account information will have their Humanitarian Funding retained as a credit. Any unclaimed credit will be held in trust for 90 days, during which time SeYah Cares may periodically notify the Member of their credit balance.

ANY DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS:

Grievances and Complaints - Upon receipt of a written complaint, the SeYah Cares Compliance Department will investigate the matter, review the applicable policies, and render a decision on how the dispute shall be resolved. The Compliance Department may also issue disciplinary sanctions consistent with the provisions of this Agreement if necessary.

MEDIATION AND ARBITRATION - All unresolved disputes, grievances, or legitimate claims relating to SeYah Cares and its obligations SHALL first be put before a mediator acceptable to both parties for resolution. Each party shall bear its own costs in the mediation. Should mediation fail to resolve the dispute then it shall be put before arbitration in Bexar County, San Antonio, Texas. Each party to the arbitration shall be responsible for their own costs, including legal and filing fees. If this agreement to mediate fails mediation, arbitration will survive any cancellation or expiration of the Affiliate Member's User Agreement. Nothing in these Policies and Procedures shall prevent SeYah Cares from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction, permanent injunction, or other available relief to safeguard and protect SeYah Cares interest prior to, during, or following the filing of any arbitration, or other proceeding, or pending the rendering of a decision or award in connection with any arbitration or other proceeding. The existence of any member's claim or cause of action against SeYah Cares does not preclude SeYah Cares from enforcing the member's covenants and agreements contained in the User Agreement.

JURISDICTION, VENUE, AND CHOICE OF LAW - The jurisdiction and venue of any matter pursuant to this agreement shall reside in Bexar County, San Antonio, Texas.

DISCIPLINARY ACTIONS - Violation of any of the terms and conditions of the Member User Agreement, or any illegal, fraudulent, deceptive, or unethical business conduct by a member, may result, at SeYah Cares discretion, in one or more of the following sanctions:

- a written warning clarifying the meaning and application of a specific policy or procedure, and advising that a continued breach will result in further action, sanction, or probation, which may include requiring the member to take remedial action including follow-up monitoring by SeYah Cares to ensure full compliance with the Agreement;
- SeYah Cares may withhold or deny Humanitarian Funding temporarily until the member has met certain specified conditions;
- suspension of certain benefits and/or privileges of the member for a specified period of time or until the member satisfies certain specified conditions;
- may even include withholding member's Humanitarian Funding for a specified period of time or until the member satisfies certain specified conditions;
- imposing a fair and reasonable penalty as permitted by law; and/or terminating their membership.

CHANGES TO MEMBERSHIP - Each member must immediately notify the SeYah Cares Corporate Office of any changes to the information contained on the member's Application and Agreement. Members may modify their existing User Agreement by submitting a written request, along with a properly executed Membership Application and Agreement, with relevant supporting documentation.

ERRORS OR QUESTIONS - In the event that an member has questions about or believes that any errors have been made regarding their membership benefits, their Humanitarian Funding, or any other concern, the member must

notify the SeYah Cares Corporate Office within thirty (30) days of the date of the purported error or incident in question. SeYah Cares will not be responsible for any error, omission, or problem not reported within thirty (30) days.

RESOLVING PROBLEMS OR ISSUES - Any problems or issues that may arise needs to be sent to and resolved by the SeYah Cares Support Department.

INACTIVITY POLICY – Members who do not meet the minimum requirements to receive the membership benefits and/or any SeYah Cares Humanitarian Funding should attempt to meet those requirements, or at the discretion of SeYah Cares, may receive an inactivity notice requesting the member to fulfil their membership’s obligations, or potentially lose their current position in the Funding Center(s) designed to provide their Humanitarian Funding.

INVOLUNTARY CANCELLATION – If a member violates any of the terms in the User Agreement, including any amendments which may be made by SeYah Cares at its sole discretion from time to time, it will be deemed as a material breach of the User Agreement, and may result in disciplinary action and/or cancellation their Membership, in which the member will lose all rights to their membership benefits, their current position and genealogy, thus disqualifying the member from receiving their Humanitarian Funding. If a member is involuntarily cancelled, the member will be notified by certified mail at the address on file with the Company. Cancellation is effective on the date the written notice is mailed via certified mail, return receipt requested, to the member's last known address or when the member receives the actual notice of cancellation, whichever occurs first. In the event of such involuntary cancellation, the member MUST immediately cease to represent themselves as a SeYah Cares Humanitarian Funding Member. The member may appeal the termination to the SeYah Cares Compliance Department in writing within fifteen (15) calendar days of receiving their cancellation letter. If SeYah Cares does not receive the appeal notice within that fifteen-day period, the cancellation will become final. Note: the member must submit all supporting documentation along with their appeal correspondence. The written appeal will be reviewed by the Compliance Department and if filed timely, the Compliance Department will reconsider the termination, or consider another appropriate action, and notify the member in writing of its decision. The decision of the Compliance Department will be final. A member whose User Agreement is involuntarily cancelled may reapply to become a new member after twelve (12) calendar months from the date of cancellation. Any such member wishing to reapply must submit a letter to the SeYah Cares Compliance Department stating the reasons they believe SeYah Cares should allow them to become a member again. It is within SeYah Cares sole discretion whether or not to grant their membership request.

VOLUNTARY CANCELLATION – A member may cancel their membership at any time, for any reason, by selecting the CANCEL MY MEMBERSHIP option in their back office -or- by providing a written notice to SeYah Cares indicating their intent to discontinue their membership. The written notice must also include the member's signature, printed name, address, and appropriate identification number.

EFFECT OF CANCELLATION - Following a member's voluntary or involuntary cancellation, such former member shall have no right to any ongoing membership benefits or Humanitarian Funding. Additionally, the former member shall not promote themselves as a SeYah Cares Humanitarian Funding Member and shall not have the right to offer, enroll, or sell, SeYah Cares Humanitarian Membership products or services, plus must remove any SeYah Cares sign from public view, and must discontinue using other materials bearing any SeYah Cares logo, trademark, or service mark.

DEFINITIONS:

Active Member – A member who satisfies the minimum requirements as set forth in SeYah Cares Funding Program. An individual member or entity who has executed a membership application and agreement which has been accepted by SeYah Cares. Members are entitled to receive membership benefits, qualify to receive funding resources from the Humanitarian Funding Membership Program, purchase SeYah Cares products at membership pricing, enroll new members, and take part in all current and future company programs.

Agreement – AKA, the Member User Agreement, Policies and Procedures.

Cancellation - Termination of an individual's Membership. Note: the cancellation may be voluntary or involuntary.

Involuntary Cancellation - Termination of a membership which was initiated by SeYah Cares.

Voluntary Cancellation - The termination of a membership instituted by the member who elects to discontinue their affiliation with SeYah Cares for any reason.

Organization – A member's downline organization consisting of all members below their membership.

Genealogy Report - A report generated by SeYah Cares that provides critical data relating to the identities of the member’s enrollments, sales, and other information of each member’s organization. *This report contains proprietary trade secret information.*

Level - The layers of downline members in a particular member's organization. This term refers to the relationship of a member relative to a particular up line member, determined by the number of members between them who are related by enrollments or sponsorships.

Official Material - Literature, audio, video, and materials developed, printed, published, or distributed by SeYah Cares.

Sponsor – A member who enrolls a new member and is listed as their Sponsor on the Membership Application and Agreement. As the term implies, the Sponsor has the responsibility to assist those they enroll either themselves or by enlisting the help of another member.

Upline - The term refers to the member and/or the members above a particular member in a genealogy line to the company. It is the line of Sponsorships that links any particular member to the Company.