

# INDEPENDENT PARTNER AGREEMENT



# IMPORTANT DISCLOSURES

Congratulations on taking the first step to become an inCruises® Partner!

As a Partner, you will be able to actively participate in the growth of our business, and you will be rewarded for your efforts. Remember that you are not an employee. You are an Independent Contractor. As an Independent Contractor, you are free to build your business the way you want to, within legal standards and our policies and rules. inCruises may send you text and email messages regarding your inCruises business.

Your compensation is in the form of a commission as set forth in the Partner Compensation Program. Your compensation will depend on the membership type and product sales/referrals you make as well as the sales/referrals made by those you refer to us, directly or otherwise. Payment of compensation is through commission schedules tied to the sale of memberships and/or products through our site. You do not get paid nor do you receive compensation of any kind for signing up other Partners on our site.

## REFUND POLICY

You may request a refund of your Partner activation fee. Refunds must be requested via your Partner back office: [incruises.com/support](https://incruises.com/support). The request must include the reason for the refund request. You must receive an email confirmation from us as proof that your email was received in a timely manner. Except as provided below regarding the termination of the Agreement, any such request must be received within 14 days of the day you activated yourself as a Independent Partner on our site.

**Puerto Rico Residents:** You may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the Agreement or any act or omission by the Company adversely affecting your interests in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: **(a)** Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; **(b)** Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; **(c)** Return 90% of any sum paid by you for the purpose of participating in the business.

**Japan Residents:** You may cancel this Agreement at any time within 20 days from the date of enrollment.

# SIGNATURE

By clicking **“I accept”** on the Independent Partner Agreement terms at signup, and including your tax ID number or social security number, if applicable, serve as your electronic signature, and you agree that this is a valid method to obtain your signature. The electronic signature on these screens will serve as your acceptance to be bound by the terms of the Independent Partner Agreement on our site. Your electronic signature also affirms that the answers provided on the signup process, past and present, are complete, true and correct.

Furthermore, you understand that you may be required to submit additional documents if you are not a U.S. citizen. **THIS IS A BINDING CONTRACT. READ IT CAREFULLY.**

# INDEPENDENT PARTNER AGREEMENT

This is a contract between you and INGROUP INTERNATIONAL, LLC d/b/a INCUISES INTERNATIONAL LLC, except for residents of Puerto Rico who contract with INCUISES PUERTO RICO LLC (**“inCruises”** or the **“Company”**). The Company may process and accept your payment(s) via one or more entities as shown here: [https://www.inCruises.com/payment\\_terms](https://www.inCruises.com/payment_terms), and regardless of how your payment was processed, your contractual relationship is with INGROUP INTERNATIONAL, LLC d/b/a INCUISES INTERNATIONAL LLC, except for residents of Puerto Rico who contract with INCUISES PUERTO RICO LLC.

1. As used herein, the term **“Agreement”** refers to this Independent Partner Agreement, the Policies and Procedures, the Marketing Materials and Branding Policy and the Partner Compensation Program, all of which are incorporated into and made a part of this Agreement. By entering into this Agreement, you acknowledge that you have read, understand, and agree to the commission structure set forth in the Partner Compensation Program. This Agreement covers important matters about your relationship with inCruises and any other company authorized by inCruises to enter into agreements with, or to offer products or services through, Partners in the inCruises sales force. **“inCruises SalesForce”** is the group of inCruises Partners who are currently parties to this Agreement. This agreement does not void or alter any other agreements you have with inCruises including the Terms of Service, Privacy Policy Agreement, and Payment Agreement.
2. You agree that inCruises has the right, at its sole discretion, to amend this Agreement and the Partner Compensation Program disclosure as well as the prices of its products and services at any time, and you agree to abide by any such amendment(s). Amendments shall be effective 30 days after publication or notice to you by inCruises that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. inCruises shall provide notification of amendments by one or more of the following methods: **a)** posting on the inCruises website; **b)** e-mail; or **c)** posting in your Partner Back Office. The continuation of your inCruises business, your acceptance of any benefits under the Agreement, or your acceptance of commissions following any amendment constitutes your acceptance of the same.

3. While this Agreement is in force, you may use certain trademarks (including service marks, slogans, logos, designs or trade names) relating to inCruises, but only in connection with your marketing activities for inCruises. inCruises may change or discontinue these trademarks, or your rights to use them, at any time. These trademarks, including all associated goodwill, are the property of inCruises. You agree to use these trademarks only in the manner approved by inCruises.
4. You may refer other Partners to join the inCruises SalesForce. A version of this Agreement must be signed by the person you refer in order for that person to be considered a **“Partner”**. The only way to earn money from inCruises is through the sale of inCruises memberships, products, and services. You earn no money for recruiting or referring other Partners to the site. You may not profit from selling recruiting and sales materials, etc. to the inCruises SalesForce. You are not required to buy a membership plan or any product or service from inCruises in order to represent inCruises.
5. Your **“Partner Team”** means the total number of Partners on whose sales you may be entitled to receive commissions. For purposes of determining commissions as well as lines of reporting, inCruises will keep records of your referred Partners and client commissions. Although no Partner, client or customer has a right to transfer from or to another Partner, inCruises may transfer Partners, clients or customers, but only for good reason (e.g., failure by their direct Partner to comply with our operational guidelines and rules, or violations of statutory or regulatory laws and regulations).
6. Provided you qualify, you will earn commissions as specified in the Partner Compensation Program. The commissions that you earn are based on the sale of inCruises products and services to end consumers. In the event, a refund is issued to a customer and you received a commission on the refunded product or service, those commissions will be deducted from future commission payments made to you until such time as they are completely recaptured by inCruises. If you believe that errors have been made regarding your commission payment(s), you must notify inCruises in writing within 30 days of the purported error. inCruises will not be responsible for any errors, omissions or problems not reported to the company within such time frame.
7. The commissions you earn as a Partner are paid to you via a third-party payment provider upon the completion of your first sale of an inCruises product or service to a customer. Commission payments to you under this Agreement are processed and handled by a third party as outlined in the Partner Compensation Program. Applicable account set-up fees and funds transfer fees will be withheld from your earned commissions as specified in the agreement, terms of service and conditions that you enter into with the third-party payment provider.
8. You are an independent contractor (and not an employee or officer of any inCruises company, or an owner of any part of the inCruises SalesForce or customer base), which means that you may exercise considerable discretion in how you conduct your business. You may not, in the name of inCruises, inCruises.com or any of our Companies, enter into any contract or lease, incur any liability or obligation, maintain any bank account or secure credit. You may not deposit into your account any check or money order made payable to **“inCruises”**, **“inCruises.com”** or any inCruises Company. You understand that you will not be treated as an employee of inCruises for Federal or State tax purposes and that you are responsible for your own expenses, including federal and state self-employment taxes. inCruises is not responsible for withholding, and shall not withhold or deduct from your commissions, if any, FICA or taxes of any kind. inCruises may periodically change products, services, compensation, and marketing programs.

9. As an independent contractor, you are responsible for paying local, state and federal taxes on any income that you generate as a Partner. Each year that your Partner commissions are \$600 or more, inCruises will provide you with an IRS Form 1099 MISC (Nonemployee Compensation) earnings statement. (U.S. citizens or residents only).
10. You do not need to be active full time within the inCruises SalesForce. While you are an inCruises Partner, you may not engage in any activity that interferes with the business of inCruises, inCruises.com, the inCruises SalesForce or any authorized inCruises Company. The indemnification provision under this Agreement includes any harm resulting from your failure to comply with this Section.
11. You will: comply with applicable laws, regulations and licensing requirements if any apply; and comply with your agreements with the inCruises Companies; conduct your business in an honest, ethical manner; honestly and fairly describe the business opportunity and the products and services of the inCruises Companies and those of their competitors; act in a manner that will protect and promote the goodwill and reputation of the inCruises Companies; honestly and accurately assist in the completion of applications for any products or services of each inCruises Company you are authorized to represent; sign any new form of agent agreement that an inCruises Company requires to be signed by the inCruises SalesForce.
12. If you wish to promote the inCruises Partner business opportunity and inCruises products and services, you agree that you will use only the promotional and advertising materials made available to you by inCruises. The use of any other promotional or advertising materials is prohibited. Accordingly, you agree that you will not develop or produce your own literature, advertisements, sales aids, business tools, promotional materials, videos, or web pages or web sites to promote the inCruises products, services or Partner business opportunity. Approved inCruises advertising materials are available for download and distribution through your Partner Back Office. The inCruises Partner business opportunity and products and services may only be advertised and promoted in accordance with the guidelines posted therein.
13. Except as provided in this [Section 13](#), you agree that you will not send unsolicited emails or unsolicited faxes to promote either the inCruises products and services or the inCruises Partner business opportunity. To the extent they are available, you may make use of the email marketing tools located in your Partner Back Office or otherwise available from inCruises. When sending emails using any such inCruises provided tool, you must strictly comply with the guidelines associated therewith to assure that you do not inadvertently violate state or federal laws regarding the sending of unsolicited commercial emails (aka Spam). In no event may you send unsolicited faxes.
14. You agree that you will not engage in telemarketing in the promotion of the inCruises products and services or the Partner business opportunity. You may not use automatic dialing systems or software relative to the promotion or operation of your independent inCruises business. Additionally, you agree that you will not place or initiate any outbound telephone call to any telephone number that delivers any pre-recorded message (a **“robocall”**) regarding or relating to the inCruises products or services or Partner business opportunity.
15. You agree that you will not register or attempt to register **“inCruises”** or any of inCruises trademarks, trade names, or product names, or any derivative thereof, for any government trademark or trade name registration, any Internet domain name or email address, or incorporate any such name or a derivative thereof into any Internet domain name or email address.

16. When promoting the Partner business opportunity to prospective Partners, you agree that you: **a)** will make it clear that financial success as a Partner requires commitment, effort, and sales skills; **b)** will not make any representation to a prospective Partner that would lead him or her to reasonably believe that he or she can be successful as a Partner without commitment, effort, and sales skills; **c)** will not make any income projections or income claims; and **d)** will not disclose your commission income from inCruises.
17. **(a) “Confidential Information”** is non-public information pertaining to the business of inCruises and its authorized companies provided to you or other inCruises Partners by inCruises or developed by you or other inCruises Partners while acting as an inCruises Partner, or obtained by you as a result of being an inCruises Partner. Confidential Information developed by you or other inCruises Partners is considered owned by inCruises because it results from your or their activities as inCruises Partners for which you and they are being compensated. Confidential Information includes, among other things, customer lists, referred Partner information, customer data, and proprietary information of inCruises that could be considered **“trade secrets”**. Confidential Information, under the law, may be a trade secret, which is a property right protected by law. inCruises Companies protect confidential information because it helps their businesses and your inCruises business. You agree to treat this information as confidential, and not to use or disclose this information except as necessary to conduct your inCruises business. This restriction will continue to apply after termination of this Agreement for only two (2) years.
- (b)** To protect the Confidential Information, you agree that you shall not, on your own behalf or on behalf of any other person or entity: **i)** directly or indirectly disclose any Confidential Information to any third party; **ii)** directly or indirectly disclose the password or other access code to your Partner Back Office; **iii)** use any Confidential Information to compete with inCruises or for any purpose other than promoting your inCruises business; or **iv)** in any manner attempt to influence or induce any Partner or customer of inCruises listed in any report or in your Partner Back Office to terminate their relationship with inCruises.
18. The term of this Agreement is six months from the date of its acceptance by inCruises, subject to prior termination as provided herein. The Agreement shall automatically renew for additional six-month terms on the anniversary date of its acceptance by inCruises, unless either party notifies the other in writing at least 30 days prior to any such renewal date that it does not wish to renew the Agreement.
19. You may terminate this Agreement at any time with or without any reason or cause by submitting written notice to inCruises to [inCruises.com/support](https://inCruises.com/support). inCruises may terminate this Agreement at any time for cause as set forth in this Agreement.
20. In the event you: **a)** violate any term of this Agreement; **b)** violate any common law duty owed to inCruises (including but not limited to any applicable duty of loyalty); **c)** engage in any illegal, fraudulent, deceptive or unethical business conduct; or **d)** commit any act or omission that is damaging to the reputation or business of inCruises, such action or inaction may result, at inCruises’ discretion, in one or more of the following corrective measures:
- Issuance of a written warning to you;
  - A requirement that you take immediate corrective measures;
  - The imposition of a fine, which may be withheld from your commission payment(s);
  - Loss of rights to one or more commission payments;
  - Suspension of your Partner Agreement for one or more commission periods;
  - Transfer or removal of some of the members of your Partners team;
  - Suspension or termination of your inCruises website or website access;

- Any other measure expressly allowed within any provision of the Agreement or which inCruises deems practicable to implement, and appropriate to equitably resolve injuries caused partially or exclusively by your violation of the Agreement.
21. In the event the Agreement is suspended pursuant to **Section 20** above, you agree that inCruises may withhold payment of commissions to you during the term of the suspension. In the event the Agreement is terminated under **Section 20** following such suspension, you agree that you will not be able to recover any commissions withheld during the suspension period. In the event that the Agreement is terminated as provided for by **Section 20** above, any pending bookings that you have will be cancelled and any money paid by you out of pocket for the cancelled booking will be refunded. Any Reward Points used by you to pay for the cancelled booking will be forfeited.
  22. inCruises reserves the right to terminate all Partner Agreements (including this Agreement) upon 30-day notice in the event it elects to **(1)** cease business operations; **(2)** dissolve as a business entity; or **(3)** terminate distribution of its products and/or services via this Partner marketing channel.
  23. If you fail to pay the renewal fee, the Agreement will be subject to cancellation. In the event of cancellation of your Partner Agreement, if you are a subscriber to any inCruises products or services, your subscription will continue in force until such time as you cancel the subscription(s).
  24. Upon termination of this Agreement for any reason, you will lose all rights as a Partner and agree that you: **a)** shall cease holding yourself out as an inCruises Partner; **b)** shall not have the right to sell inCruises products or services or refer Partners to the inCruises business opportunity; **c)** must immediately stop using all trademarks, trade names and copyrighted material of the inCruises Companies; and **d)** must promptly deliver to inCruises all materials on any media in any form that contain customer or agent information, other Confidential Information and all inventory that reflects an inCruises Company name (unless inCruises otherwise agrees in writing). Furthermore, upon termination of this Agreement for any reason, any free Reward Points that you received through inCruises' compensation plan will no longer be available to you for the purpose of making a booking . Only active Partners are eligible to use free Reward Points that were awarded through inCruises' compensation plan for making bookings.
  25. If you are in breach, default or violation of the Agreement at termination, you shall not be entitled to receive any further commissions, whether or not the sales for such commissions have been completed. You agree that inCruises may deduct, withhold, set-off, or charge to any form of payment you have previously authorized, any amounts you owe or are indebted to inCruises.
  26. As an inCruises Partner, you have the opportunity to refer other Partners and to earn commissions based on their sales of inCruises products and services. As such, you agree that you have an obligation to assist and train such Partners in the proper operation of their independent inCruises businesses. You agree that you will have ongoing contact and communication with such referred Partners and timely response to their requests for support and assistance. Additionally, you agree that you will monitor such individuals to ensure that they are not making improper product or business claims or engaging in any illegal or inappropriate conduct.

27. If you refer another Partner to the inCruises Partner business opportunity, you may assist the referee in completing the Partner Agreement. However, the applicant must personally review and agree to the terms of the Partner Agreement, the Policies, and Procedures, the Marketing Materials and Branding Policy and the Partner Compensation Program. You agree that you may not complete and submit the Partner Agreement on behalf of the applicant.
28. You agree that you will not at any time directly or indirectly induce any inCruises Partner or former inCruises Partner to violate any of their agreements with any inCruises Company.
29. You will indemnify the inCruises Companies, their partners, officers, directors and employees and any referring Partner of yours against any harm you cause them at any time, and against any claim by a third party because of the harm you caused to the third party at any time. The indemnified party may assert its rights to indemnification outside of arbitration if made a party to a proceeding by a third-party asserting a claim against the indemnified Party.
30. Your **“principal address”** is your home address provided by you when completing the signup application and/or form. You will inform inCruises in writing, or in the setting page of the site, of any changes in this address.
31. (a) Except as otherwise provided in this Agreement or another written agreement between you and an inCruises Company, any dispute between you and an inCruises Company, between you and an inCruises Company Partner (or any of their past or present officers, directors or employees) or between you and another inCruises Partner (as long as an inCruises Company or an inCruises Company Partner or any of their personnel is also involved as a party to the dispute) will be settled solely through good faith negotiation, or if that fails, binding arbitration.

**“Dispute”** means any type of dispute in any way related to your relationship with an inCruises Company that under law may be submitted by agreement to binding arbitration, including allegations of breach of contract, personal or business injury or property damage, fraud and violation of federal, state or local statutes, rules or regulations. An inCruises Company may exercise rights under this Agreement without first being required to enter into good faith negotiations or initiate arbitration.

(b) For residents of the United States and its Territories, the arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (**“AAA”**) and will be held in Miami-Dade County, Florida, U.S.A. For residents of the European Union, the arbitration will be administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules and will be held in Andorra la Vella, Andorra. For any persons who are not residents of the United States or its Territories, or the European Union, the arbitration will be administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules and will be held in San Juan, Puerto Rico. The arbitration shall be conducted in the English language. There shall be a single arbitrator, and this person shall have experience and qualifications in resolving commercial disputes involving network marketing. The parties shall be responsible for their own travel expenses related to attending or otherwise participating in the arbitration.

Each party shall bear its own costs and expenses, including attorneys' fees, and an equal share of the arbitrators' and administrative fees of arbitration. Should the arbitrator find that either you or the inCruises Companies have pursued claims, defenses or discovery that are frivolous, lack evidentiary support or are presented for any improper purpose, such as to harass, cause unnecessary delay or needlessly increase the expenses of arbitration, the arbitrator may order the offending party to reimburse the other party for some or all of the arbitration fees, compensation and expenses, and attorneys' fees.



The inCruises Companies shall retain all statutory or legal rights to seek or recover attorneys' fees or expenses of arbitration to which they may be entitled.

As to any claims against either party, the arbitrator may award any damages or other relief that a court of competent jurisdiction could award under the laws applicable to each claim. Dispositive motions are permitted and will be considered and ruled upon as if submitted under the U.S. Federal Rules of Civil Procedure. A transcript of the proceeding will be made, and the arbitrator will state their findings of fact and conclusions of law along with the award. All aspects of the arbitration, including transcripts and documents, will be kept confidential to the maximum extent permitted by law. If any court is asked to review the award, the court will review the entire record of the arbitration proceeding. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The rules of evidence that would apply in any civil case in the United States Federal court will apply in the arbitration. The U.S. Federal Arbitration Act will govern the interpretation and enforcement of this **Section 31**, notwithstanding any other provision of this Agreement regarding which laws apply.

If for any reason there is an actual court case on any matter related to your relationship with the inCruises Companies, you and the inCruises Companies waive the right to a jury trial. Each inCruises Company and Partner and their officers, directors or employees, and if named as a party to a dispute with the foregoing, any other inCruises agent, is intended to be a third-party beneficiary of this provision and has the same right to enforce it as do you and inCruises.

Injunctions in aid of arbitration are permitted. In the interest of prompt and inexpensive resolution of disputes, to the extent permitted by law, no dispute subject to arbitration under this section shall be consolidated with any other Partner's dispute or prosecuted as a class action, except as agreed by all parties.

Furthermore, both you and the inCruises Companies each waives the right to litigate in inCruises or arbitrate any claim or dispute related to your relationship with the inCruises Companies as a class action, either as a member of a class or as a representative of a class, or to act as a private attorney general.

Each inCruises Company and Partner and their officers, directors or employees, and if named as a party to a dispute with the foregoing, any other inCruises agent, is intended to be a third party beneficiary of this provision and has the same right to enforce it as do you and inCruises.

- 32.** To be effective, any notice that you give to an inCruises Company needs to be sent by certified mail, return receipt requested, or by overnight or other courier service, or by email format as long as you receive confirmation by inCruises that explicitly confirms (we acknowledge receipt of this communication) that we have received your notice or request.
- 33.** To protect the inCruises SalesForce and the inCruises Companies, each inCruises Company (and, if specifically authorized in writing by that inCruises Company, any of your referring Partners) may enforce your compliance with any restrictive covenant, confidentiality provision (including the return of Confidential Information) or trademark provision in your agreements with that inCruises Company to the fullest extent permitted by law by injunction or other equitable remedies (without having to arbitrate), and will not be required to post a bond to do so. You agree that you are not excused from complying with any restrictive covenant or confidentiality provision because of any claim you have against an inCruises Company.

34. This Agreement is intended for the benefit of you and each inCruises Company (and if specifically authorized inCruises in writing by that inCruises Company, any of your referring Partners). The inCruises Companies may assign any portion of their rights or obligations to others. If any such assignment is made and a notice of the assignment is given to you or generally to the inCruises SalesForce, you will look only to the entity to whom the assignment is made for the performance of that part of the Agreement after that assignment. You may not assign this Agreement or your rights or obligations under the Agreement nor may you assign or give a security interest in any of your commissions before they are received by you.
35. Any unusual or frequently used, or additional and future agreements between you and an inCruises Company must be in writing and signed by an authorized officer of that inCruises Company. Each agreement may be waived or amended only by a similarly signed writing. Any waiver will apply only in the specific instance and will not constitute a general waiver. Even if a part of this Agreement is held to be void or unenforceable, the remainder of this Agreement will be enforceable and any part may be severed from the remainder, as appropriate.
36. All agreements, commission records and all other records retained by any inCruises Company may be preserved or their relevant provisions may be retained in electronic or image form (and, for purposes of any proceeding, any such form will be admissible in lieu of the original documents).
37. This Agreement will be effective when you click the **“I Agree”** box and proceed to become an Independent Partner.
38. This Agreement will be governed by the laws of Puerto Rico.
39. If you reside in the State of Louisiana, this Agreement shall be governed by the laws of the State of Louisiana and any arbitration or litigation between you and inCruises shall be held in Baton Rouge, Louisiana.
40. You hereby authorize inCruises to use your name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

The place you electronically sign this Agreement is on the **“Signature Screen”** of the Partner signup or account upgrade page.

Once you have electronically signed this agreement, our electronic signature is then also attached to this document and stored in accordance with **Section 36** of this Agreement.