

## POLICIES AND PROCEDURES

### I. INTRODUCTION

These Policies and Procedures govern the relationship between Thanks AI Sales and Marketing Corporation (“Thanks AI” for brevity) and its independent distributors (“Distributors”/” Members”). The contents of these Policies and Procedures are made integral parts of Thanks AI’s Terms and Conditions, which, taken all together, compose the company’s “Rules and Regulations”. These rules and regulations serve as basis of each party’s rights, privileges, and obligations. Thus, all issues and concerns that may arise in the course of distributors’ membership with Thanks AI, will be dealt with and resolved in the light of the provisions of the said rules and regulations. It is therefore incumbent upon all concerned to have read and understood the contents of Thanks AI’s rules and regulations so as to avoid undesirable conflicts and consequences.

In case a member (“sponsoring member”) sponsors a new member, it is the responsibility of the sponsoring member to orient the new member the provisions of Thanks AI’s rules and regulations (Terms and Conditions, together with, the Policies and Procedures).

### II. REQUIREMENTS FOR MEMBERSHIP

Membership with Thanks AI is available to corporations, associations, partnerships, and individuals, possessing the following qualifications:

#### A. INDIVIDUALS

1. At least eighteen years old;
2. Resident of the Philippines, or foreigners with a valid Alien Certificate of Registration (ACR) issued by the Bureau of Immigration and Deportation;
3. Any valid government-issued photo-bearing ID;
4. Tax Identification Number (TIN);

## **B. CORPORATIONS, ASSOCIATIONS, and PARTNERSHIPS**

1. Articles of Incorporation or Articles of Co-partnership (in case of partnership);
2. By-laws;
3. Current General Information Sheet;
4. A Board Resolution showing the corporation's intention to be a member of Thanks AI with the name of the person or persons appointed by the Board of Directors to serve as its representative/s for registration with Thanks AI.

## **III. REGISTRATION PROCEDURE**

Prospective members may proceed with the following alternative means of registration:

A. Online registration through Thanks AI's official website: [www.thanksai.ph](http://www.thanksai.ph) and follow the Registration procedures;

Alternatively, a prospective member may print the Membership Registration Form and submit it accordingly either to:

- 1) Thanks AI's head office at Unit 804 BSA Twin Tower, Bank Drive, Ortigas Center, Mandaluyong City, or any of its branches; or email to
- 2) [info@thanksai.ph](mailto:info@thanksai.ph).
- 3) FB Page: <https://www.facebook.com/thanksai.ph/>

B. Accomplishment of the Membership Registration Form by visiting the Thanks AI head office or through its branches.

Upon submission of the duly signed and accomplished Membership Registration Form, together with all applicable requirements as enumerated under Section II hereof, the prospective member shall pay the applicable enrolment fees by purchasing a Starter Pack.

Applicants are expected to provide current and accurate data, and information in the Membership Registration Form. Any misrepresentation in the Membership Registration Form constitutes a ground for disciplinary or legal action by Thanks AI against the erring member.

As membership with Thanks-AI is a mere privilege and not a right, the company reserves the right to decline/reject applicants based on its sole belief and discretion.

#### **IV. CHANGE IN MEMBERSHIP DATA**

A member must notify Thanks AI's office, or any of its branch offices, within the periods below provided, the following:

A. Change in Personal Information - (must be reported within 30 days from the date the change took place);

1. Name
2. Civil status
3. Residence
4. Email address 5. Contact number

**B. Change of Sponsor**

Change in the Member's Sponsor (Real Map) can only be corrected within five (5) days after registration. The member must reflect the Change in the Sponsor Form.

**C. Change of Organization**

Change in member's position in the Binary Map may be allowed only within five (5) days from the date of registration. To reflect the change, the concerned member must accomplish the Change of Organization Form (Binary Map).

**D. Voluntary Cancellation of membership**

Membership with Thanks AI is purely voluntary. Thus, a member may opt to cancel/withdraw his/her membership at any time he may wish to do so. The withdrawing member shall fill-up a Notice of Withdrawal Form and file the same with Thanks AI's office.

After withdrawal, a member may reinstate his/her membership only after six (6) months from date of cancellation. The concerned member shall undergo the process of registration as provided for under Section III (Registration Procedure) hereof.

## **V. PRODUCTS ORDERING**

Distributors must purchase products directly from Thanks AI's office only. Purchase orders can be made in any of the following modes:

1. In person, (by personally going to Thanks AI's Office and submit Purchase Orders);
2. Back office (through the company's official website),
3. By email at [info@thanksai.ph](mailto:info@thanksai.ph);FB Page at <https://www.facebook.com/thanksai.ph/>
4. By Mobile (globe)0927-8700610 | (smart)0939-5579415
5. By telephone call.

All purchases shall be accompanied by a proof of payment, which is either, an Official Receipt (for cash and Credit Card payments), Provisional Receipt (for check payment), and Deposit Slip (for bank deposit). Products ordered will be delivered only after payment has been confirmed by Thanks AI's Finance Department. Cash on Delivery purchases are not allowed.

Orders made on the last day of the month shall be considered as orders for the same month, unless, the last day of the month falls on a holiday or a non-working day, in which case, the order shall be considered placed for the following month.

Each member should purchase his or her products directly from Thanks Ai. If a member purchases product from another member or any other source, the purchasing member may not receive the Points associated with that purchase.

## **VI. PAYMENT**

All purchases shall be paid/settled directly to Thanks AI's office only. Payments can be done via any of the following means:

1. Cash payment – This shall be done through personal appearance at Thanks AI's office and tender of cash to the company's authorized cashiers only. The concerned cashier shall issue Official Receipt in favor of the paying member upon receipt of cash;
2. Bank Deposit – A purchasing member can pay his/her orders by depositing the entire amount with any of Thanks AI's bank accounts. Authorized Bank Accounts shall be provided to a member upon request from the company's finance department. A member availing this mode of payment is obliged to send a copy or an electronic image of the Deposit Slip to Thanks AI's finance department for confirmation/validation. Once payment is confirmed. Thanks AI shall issue the corresponding Official Receipt; Applicable bank service fees/ charges, if any, are shouldered and settled by the member;

3. Credit Card – A member may opt to pay his orders via a Credit Card. This can be done by going directly to Thanks AI's cashier with available credit card terminals. Official Receipt shall be issued upon confirmation of payment;

4. Dated Check – Checks can be accepted as tender of payment. However, this mode produces the effect of payment only upon clearing (transfer of fund from member's account to Thanks AI's account). Upon tender of check by a member, a Provisional Receipt shall be issued. The corresponding Official Receipt may be issued upon request by the paying member after confirmation of check clearing. Only Thanks AI Sales and Marketing Corporation shall be the payee named in the check. No other payee name shall be allowed.

5. Electronic Fund Transfers – Transfer of Funds (from the personal bank account of the member to any of Thanks AI's bank accounts), made via electronic channels shall be upon bank confirmation of Thanks AI. The Official Receipt shall only be issued after confirmation of successful crediting of funds. Applicable bank service fees/ charges, if any, related to the transfer of funds, are shouldered and settled by the member;

#### **VII. DELIVERY**

Products ordered shall be delivered within five (5) working days from confirmation of payment by Thanks AI's finance Department. Payment shall be confirmed upon payment of cash (for cash purchases); or bank clearing (for check payment); or fund transfer to Thanks AI account (for credit card payment). Payments made via a deposit to Thanks AI's bank account shall be considered as cash payment after confirmation of deposit from the concerned bank. A two hundred-peso (P200.00) delivery fee/ charge, is shouldered and paid by the member;

#### **VIII. RETURNS**

Once ordered and properly delivered, no return of products shall be allowed, unless, the reason for the return is due to hidden defect, or, the products delivered are different from those stated in the Purchase Order. In the latter cases where return is justified, the concerned member must send a notice of non-acceptance to Thanks AI within 7 (seven) days from the date of purchased, stating the reason for the return, either, by telephone call, email, fax, or online, through [info@thanksai.ph](mailto:info@thanksai.ph). All costs of replacement and redelivery shall be for the account of Thanks AI.

#### **IX. PRICING**

Thanks AI has a standard price for all its products and services. A distributor/member has a duty to refer to Thanks AI updated prices at all times for guidance in pricing.

Thanks AI's products shall not be sold less than the original price the company has sold it to its members. This is intended to avoid unfair competition between or among members through price manipulation.

## **X. BONUSES /COMMISSIONS**

In order to be qualified for Thanks AI's Bonus Program, a member must be of active status and compliant with the company's rules and regulations. Bonuses will be earned and computed based on Thanks AI's Terms and Conditions.

It shall be understood that the amount of Bonus and commissions payable to a member shall be subjected to the 10% expanded withholding tax and 1% contribution to Farming Literacy Foundation as provided for in the Terms and Conditions of membership.

The net amount due will be deposited to the member's specified bank account or money track (debit card) on the 25th day of the month following the month the bonus was duly earned. If the concerned member does not have a bank account, payment will be made to him/her through Thanks AI's bank check starting the 26th day of the following month onwards.

The minimum bonus payout shall be P500. Bonuses below this amount shall be accumulated until it reaches the minimum amount for payout. The accumulation shall run for one (1) year. The bonus shall be forfeited in favor of the company if the amount does not reach P500 despite its accumulation for one (1) year.

All bonuses shall have a maximum amount Php12,600,000.00 per position, per month.

If not claimed after the period of five (5) years, bonuses shall be forfeited in favor of Thanks AI.

## **XI. PROHIBITION AGAINST BONUS BUYING**

The following acts constitute bonus buying which are strictly prohibited:

- A. Registration of individuals without the knowledge of and/or execution of an Independent Distributor Application by such individual;
- b. The fraudulent registration of an individual as a Distributor (i.e. without purchasing the Global Package);
- c. The registration or attempted registration of non-existent individuals as Distributors to qualify for bonus or commissions;
- d. Any other ways or mechanisms by which strategic purchases are made to maximize commissions or bonuses when a Distributor does not have a bona fide use for the products purchased.

## **XII. RULES FOR THE USE OF THANKS AI'S OFFICIAL WEBSITE**

The company uses [www.thanksai.ph](http://www.thanksai.ph) ("the site") as its official website. The following rules govern the use of this website. Thus, users are expected to have read and understood the contents of these rules for proper guidance.

### **A. Privacy**

This privacy policy describes how Thanks AI handle the member's personal information available in the site. By accepting the Privacy Policy and the Terms and Conditions of Use of Site, the member expressly consents to Thanks AI's collection, storage, use and disclosure of the member's personal information as described in this Privacy Policy.

Thanks AI Sales and Marketing Corporation's primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized services. The member agrees that Thanks AI may use the member's personal information so that Thanks AI can provide the customer support and other services as the member's may request, resolve disputes, collect fees, troubleshoot problems, and prevent prohibited or illegal activities.

The member's User ID is exclusive to the member's account and is therefore not available to the public. All of the member's activities on the Site are traceable to its User ID.

In the event the site provides a link to any third party web site, the privacy terms and conditions of that site shall govern. Thanks Ai makes no guarantee, warranty as to the collection, use or dissemination of the member's information from any third party site, and disclaims any liability for any collection, use or disclosure.

### **B. Copyright**

Copyright and other intellectual property rights for all texts, portraits, trademarks, and other information on this website are held by the company. Downloads, printouts, or any other reproduction of the contents on this website may only be used for purposes of carrying out the rights, privileges, and obligations, of members, as may be necessary or incidental to his membership with Thanks AI. Members/users are expected to refrain from using or allowing others to use (copy, upload, publish, cite, etc.) any information, programs, portraits, brochures, flyers, and any other materials available in the site, for any other purpose other than those mentioned. Any use of content published on this website beyond the limits stipulated in the Philippines Copyright Act without permission is prohibited and will be dealt with accordingly.

### **C. Trademarks**

Thanks Ai logos, page headers, button icons and other marks provided in the site are registered trademarks of Thanks Ai Sales and Marketing Corporation. Trademarks shall not be used in connection with any product or service that is not associated with Thanks Ai.

#### D. Member's Website

The creation of websites for the promotion of a Member's business is not prohibited. However, the company strictly prohibits the creation of websites, which purport to be the official website of Thanks Ai Sales and Marketing Corporation, created for the promotion of the company's products or business must always contain a disclaimer at the bottom of every web page that it is not the official website of Thanks Ai Sales and Marketing Corporation.

#### E. Electronic Communications

Thanks Ai Sales and Marketing Corporation reserves copyright to information contained in emails, including those that the company have sent in reply to inquiries from members/customers, or those for which the company have received consent from customers to send. Any reuse of these contents for other purposes, such as but not limited to, other websites or printed materials' use, or for secondary use of any or all of the contents of an email, without prior written consent from Thanks AI is illegal and prohibited.

### **XIII. EXPRESS PROHIBITIONS**

Unless a written authorization is obtained from Thanks AI, all Distributors/Members shall refrain from engaging, doing, or participating, or allowing any person to engage or participate, in the following acts:

A. Use Thanks AI's venues, office, facilities, products, logistics, materials, or any of its properties, to promote, discuss, advance, or campaign for products, services, or beliefs, of other companies, religious organizations, and/or social or fraternal organizations, political parties, or groups, or do similar acts to promote or advance his/her own personal interests;

B. Create, utter and/or circulate, or consent to the creation, utterance, or circulation of rumors, information, or news, that would cast a bad impression /reputation against

Thanks AI, its products, directors, officers and employees, either verbal, written, or whatever form;

C. Give, distribute, or circulate letters, flyers, pamphlets, brochures, or any materials, or forms of written communications, other than those officially issued by Thanks AI and are purposely issued for circulation to its members, patrons or the public as a whole.

### **XIV. GRIEVANCES**

Members/Distributors are encouraged to resolve disputes amicably by mutual discussion and concession between or among themselves. If the parties were unable to discuss and settle the issues between or among themselves, the aggrieved party is still encouraged to discuss the problem with his/her sponsor or up-line. The sponsor shall try to mediate the parties and resolve the problem amicably. If the dispute remains unresolved, the aggrieved party may file a written Complaint at Thanks AI's office, through its Customer Service Department for resolution.

## **XV. DISCIPLINARY SANCTIONS**

Violation of any of the terms and conditions of this Policies and Procedures constitutes a breach of thereof, which, Thanks AI has the option whether to file appropriate charges before judicial courts of competent jurisdiction, or, just impose administrative sanctions depending on the gravity of the violation committed, as follows:

A. Issuance of a written warning or admonition;

B. Requiring the member to take immediate corrective measures;

C. Imposition of a fine, which may be withheld from the bonus and commission checks;

D. Loss or suspension of rights to one or more bonus and commission checks;

E. Thanks Ai may withhold from a Member all or part of the Member's bonuses and commission during the pendency of an investigation being conducted for a violation the member has committed. If Thanks Ai finds that the violation committed warrants termination of this agreement against the erring member, the bonus and/or commission being withheld pending investigation will be considered as liquidated damages and shall be forfeited in favor of the company.

F. Suspension of a member' right to purchase and/or receive payments;

G. Termination of this Agreement;

H. Any other measures expressly allowed hereof or for which Thanks Ai deems practicable under the surrounding circumstances of each case;

It shall be understood that resort by Thanks Ai to any of the administrative sanctions above-enumerated is not a waiver of its right to file appropriate charges in courts of competent jurisdiction should Thank Ai deem it best to initiate the same.

## **XVI. RESERVATION**

Thanks AI reserves the right to revise and amend any of the provisions of its rules and regulations in this Policies and Procedures from time to time as it may deem necessary or appropriate under the circumstances prevailing at the time of change. Any amendment thereto shall take effect fifteen (15) days from notice, which notice shall be sent to members through email, letter, or posting to Thanks AI's website. For this purpose, the date of notice shall be the date of posting to the company's website, or the date the letter or email was received by a member, whichever comes first.

Further, the company may make revision with these rules in order to supplement or add any provision that may be found to be lacking or insufficient to regulate certain acts or practices these rules intend to regulate.

## **XVII. VENUE FOR LEGAL ACTIONS**

Should any member wish to file a legal action against Thanks AI or vice-versa, in view of or by reason of this Policies and Procedures or Terms and Conditions for distributorship/membership, the same shall be filed exclusively to the competent court/s of Mandaluyong City only, to the exclusion of all other venues.

Legal actions between or among members may be filed with Philippine courts of competent jurisdiction pursuant to the provisions of applicable laws, rules, or regulations.

## **XVIII. SEVERABILITY OF PROVISIONS**

If any provision of this Policies and Procedures, in its current form or as may be amended in the future, is found to be unlawful, invalid or unenforceable, by a court of competent jurisdiction, only the portion declared as such shall be severed and the remainder shall remain in full force and effect.