



INDEPENDENT
BUSINESS OWNERS



IBO Policies & Procedures

Manual

All Independent Business Owners (IBOs) are required to read, understand and comply with ALL AmeriPlan® IBO Policies and Procedures.

Welcome to AmeriPlan® Corporation



AmeriPlan® Corporation is a privately held corporation headquartered in Plano, Texas. We are a non-insurance, Discount Medical Plan Organization (DMPO). Our plan includes Medical, Dental, Vision, Prescription and Chiropractic benefits.

AmeriPlan® Corporation is the nation's premier supplemental benefits company. We have an experienced staff dedicated to customer service, marketing and administration. Our commitment to service and quality is unequalled in the industry.

A network of Independent Business Owners (IBOs) market the AmeriPlan® benefit programs and serve individuals, businesses and organizations across the United States. The staff of AmeriPlan® Corporation has the expertise to assist our members in effectively utilizing the tremendous savings that the plans provide.

AmeriPlan® is a member in good standing of the Metropolitan Chamber of Commerce, the National Association of Dental Plans, the Consumer Health Alliance and the Direct Selling Association (DSA).

OUR MISSION:

- *To provide high-quality, affordable benefits to the average American family.*
- *To hold the well-being of our Members, IBOs, Service Providers, Staff and Company in equal balance.*
- *To foster an environment that promotes a spirit of cooperation, self-improvement, leadership and genuine concern for each other.*
- *To adhere to the highest standards of professionalism, service and leadership, which will earn us the respect and praise of our industry while providing financial stability and independence to those who earn it.*

OUR FOUNDERS:



DANIEL BLOOM
President &
Chief Operating Officer

DENNIS BLOOM
Chairman of the Board &
Chief Executive Officer

CORPORATE INFORMATION:

Office Hours:

Member and IBO Services:

Monday - Friday 7:00 am - 7:00 pm (CST)

Administrative Offices:

Monday - Friday 8:30 am - 5:30 pm (CST)

Mailing Address:

5700 Democracy Drive Plano, Texas 75024

Contact Phone Numbers:

Administrative Offices:

469-229-4500

Member Services:

469-229-4501, then option 2 in Dallas
800-647-8421 outside Dallas

IBO Services:

469-229-4501, then option 3

Bank & Credit Card Services:

469-229-4504
800-550-9726 outside Dallas

Application Fax:

469-229-4589

Sales Aids Orders Fax:

469-229-4588 (by credit card only)

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Member/IBO Benefits Applications & Agreements

PAYMENT METHODS

- **DRAFTING**

All Member and IBO Benefits fees paid on a monthly or quarterly basis must use either electronic bank draft or credit card (except pre-paid credit cards) and will be drafted on the 3rd or the 18th of each month. All annual Member and IBO Benefits fees must be paid by credit card (except pre-paid credit cards), check, or other certified funds (money order, cashier's check). Annual Members and/or IBOs are invoiced each year.

IBO Benefits fees are deducted from any commissions (bonus, advance, residual). If an IBO's commissions are not sufficient to cover their IBO Benefits fees, AmeriPlan® drafts their account on the 3rd or 18th of each month.

Make sure all proper drafting information accompanies each application and the proper pay mode (monthly, quarterly or annually) is marked. **AMERIPLAN® DOES NOT ACCEPT SEMI-ANNUAL PAYMENTS.** Annual payments do not require bank or credit card drafting information.

Money orders, cashier's checks, and other certified funds **ARE NOT** accepted for the initial fees on monthly or quarterly payments.

AMERIPLAN® DOES NOT SIGN UP MEMBERS OR IBOs ON A TEMPORARY BASIS.

ALL IBO AND MEMBER BENEFIT AGREEMENTS ARE ON AN ANNUAL BASIS.

- **SPECIAL INSTRUCTIONS FOR DRAFTING SAVINGS ACCOUNTS**

A letter from the financial institution where the account is located must be provided. This letter must be on the bank's letterhead, must be signed by a bank employee, and must include the ACH routing number and the account number of the Member or IBO. Do not send initial fees if drafting by savings account. AmeriPlan® drafts the initial fees from the savings account upon receipt of the application.

- **IBOs PAYING FOR OTHER IBO AND MEMBER BENEFITS FEES**

In order for IBOs to pay for another IBO's Benefits fees or another Member's membership fees, such fees must be paid in advance annually. **ANNUAL FEES ARE NON-REFUNDABLE!** This business does not count for pin level, promotions or contests.

- **MEMBERS PAYING FOR OTHER IBOs AND MEMBERS**

A Member cannot pay for an IBO's benefits fees. However, a Member can pay for another Member's membership fees. The new Member only counts for commissions. The Member does not count for pin level, promotions, contests.

- **CASH TRANSACTIONS**

AmeriPlan® does not accept cash for any payments. AmeriPlan® is not responsible for lost cash.

- **PRE-PAID CREDIT CARDS**

Pre-paid credit cards are not accepted by AmeriPlan® for any initial payments or any recurring drafting for Members or IBOs. Upon the receipt of a pre-paid credit card, the application is placed into pending. The application remains there until AmeriPlan® receives proper drafting, ultimately causing delay and potentially affecting commissions and promotions.

IBO IDENTIFICATION NUMBERS

The sponsoring IBO must complete the appropriate spaces on the IBO Benefits Agreement and Membership Application to ensure proper credit.

Sponsoring IBOs must include their Social Security number, Federal Tax ID, or IBO identification number assigned by AmeriPlan® on all applications. If AmeriPlan® cannot read the sponsoring IBO's number, the sponsoring IBO does not receive credit for the application. The sponsoring IBO's number must be legible on each application.



BANK AND CREDIT CARD AUTHORIZATIONS

The new Member or IBO must sign the application according to their chosen method of payment: monthly, quarterly or annually. The signature of the person who is paying via bank draft or credit card must be on the original application in the payment authorization area.

COMPLETION OF APPLICATION

It is extremely important to complete the IBO Benefits Agreement and Membership Application in its entirety, including apartment numbers, zip codes. (*No P.O. Boxes for IBO Benefits applications.*) phone numbers and the payment section. If the application is a household membership, be sure to include the household members. Add any additional household members on a separate piece of paper and attach to the original application. Accuracy of the information is critical. AmeriPlan® is not responsible for missing checks, material or any other mailed items due to incorrect address information. AmeriPlan® reserves the right to reject any incomplete agreements or applications.

RECEIVED DATES OF APPLICATION

All applications must be submitted in one of the following manners:

- **Mailed Applications** - Must be received by 5:00 P.M. (CST) at the AmeriPlan® Corporate Office each and every business day to count for that day's business.*
- **Faxed Applications** - Must be faxed and received by 5:00 P.M. (CST) at the AmeriPlan® Corporate Office each and every business day to count for that day's business.* (*The ONLY phone number that receives faxed applications is 469-229-4589*)
- **E-Commerce** - Must be entered online before 5:00 P.M. (CST) each and every business day to count for that day's business. You must receive confirmation that the application was accepted.*

* *Business received on Saturdays, Sundays and AmeriPlan® holidays will count as "received" on the next business day.*

SIGNING UP AS A CORPORATION OR PARTNERSHIP

AmeriPlan® accepts IBO Benefits Applications in the name of a corporation or partnership under the following conditions:

- The incorporation date of the applying corporation or partnership must be at least twelve (12) months prior to the date of the application. This rule does not apply when incorporating to purchase an existing Sales Directorship. (*See section Procedure for selling a Sales Directorship*)
- The IBO Benefits application along with a copy of the corporate charter or partnership agreement must be submitted to:

AmeriPlan USA®
Corporation Review Department
5700 Democracy Drive
Plano, Texas 75024
Attn: Daniel Bloom

- The Corporate IBO and its shareholders must comply with all AmeriPlan® policies and procedures.
- Each Corporation or Partnership is entitled to one (1) household membership.
- **DO NOT GO ONLINE TO ENROLL AS A CORPORATION. THIS APPLICATION WILL GO INTO PENDING UNTIL THE CORPORATE PAPER WORK IS RECEIVED.**

IBO KIT SHIPPING

The IBO kit is shipped to the address that is written on the IBO Benefits application. **Delivery cannot be made to P.O. Boxes.**



FAXED APPLICATIONS AND E-COMMERCE (Internet) APPLICATIONS

AmeriPlan® accepts Member and IBO applications by way of fax and Internet e-commerce.

WHEN YOU SUBMIT AN APPLICATION BY FAX OR E-COMMERCE, PLEASE DO NOT SEND THE HARD COPY TO AMERIPLAN® OR TRY TO RESUBMIT THE APPLICATION BY FAX OR E-COMMERCE. THIS CAUSES MULTIPLE DEBITS TO THE APPLICANT'S FINANCIAL ACCOUNTS.

On all faxed applications, the sender assumes responsibility for the fax to be in readable condition. It is also the responsibility of the sender (IBO) to see that the fax is successfully transmitted and received at AmeriPlan®. It is recommended to use the downloadable application forms in the Online IBO Support area. The ONLY phone number that receives faxed applications is 469-229-4589. Faxed applications **ARE NOT** accepted using any other fax machine at AmeriPlan®.

TITLE AND RIGHTS ASSOCIATED WITH THE BUSINESS OF IBOs

An IBO's business, account, title and all rights associated therewith, are solely owned by the individual associated with the IBO Benefits applicant's signature and Social Security number. All 1099 income earnings will be reported in accordance with the above. A name (applicant spouse, partner, or otherwise), if entered below or next to, an IBO Benefits applicant's signature or Social Security number, is only used for household membership and recognition purposes. The inclusion of such name and/or Social Security number does not indicate a joint ownership or right of survivorship in any way. Joint ownership can only be accomplished through Partnership or Corporate Agreement. If ownership by a corporation or partnership is desired, reference signing up as a Corporation or Partnership for guidance.

If ownership of an IBO business is individually owned, upon death of the IBO, it will be passed on to the heir named in the will of the IBO. If the IBO dies intestate (without a will) the business will be distributed according to the laws of the state of the IBO's residence.

Cancellations

PROCEDURES

You may cancel your IBO Benefits agreement at anytime by stating your cancellation in writing and mailing to: AmeriPlan® Bank and Credit Card Services, 5700 Democracy Drive, Plano, Texas 75024, or you may fax your written cancellation request to: 469-229-4595 or email to stop@stopmemberships.com. Cancellations cannot be accepted from anyone other than the IBO or member, and attempts to cancel by phone will not be accepted.

Our cancellation policy is as follows:

- AmeriPlan® must be given a 30-day advance written notice of cancellation.
- An IBO or Member may cancel at any time.
- All monthly, quarterly and annual IBOs who wish to cancel will remain active until their IBO term expires.
- A cancellation of an IBO Benefits Agreement voids that agreement in its entirety. When an IBO cancels their IBO agreement, they lose all commissions, including advances, residuals and contest winnings. If the IBO decides to reinstate, they must do so as a new IBO. Members of a cancelled IBO are assigned to AmeriPlan® after all of the canceling IBO's debts are paid. IBOs under a cancelled IBO are assigned to the first upline sponsoring IBO after all of the canceling IBO's debts are paid.
- If an IBO or Sales Director's agreement is terminated, no roll-up occurs until the debt is paid.
- **UNDER NO CIRCUMSTANCES WILL AMERIPLAN® REBUILD THE DOWNLINE OF A CANCELLED IBO.**

Cancellation of an IBO Benefits Agreement occurs under any of the following conditions:

- The canceling IBO submits a written notification of cancellation.
- The IBO Benefits fee is not paid or is stopped by the IBO.
- Violation of the IBO Benefits Agreement or provisions of the IBO Policy and Procedures Manual.



REFUNDS ON CANCELLATIONS

- **ALL IBO BENEFITS AGREEMENTS ARE ON AN ANNUAL BASIS.**
- **THE MONTHLY, QUARTERLY OR ANNUAL IBO BENEFITS FEES AND ONE TIME REGISTRATION FEE ARE NON-REFUNDABLE.**

REINSTATEMENTS

A Member or IBO who wishes to reinstate their membership or IBO Benefits Agreement within 6 months after cancellation may do so by notifying AmeriPlan® in writing. They must submit the first month's fees and supply current bank drafting or credit card information. The registration fee is not required in this instance. The reinstated membership or IBO Benefits Agreement is effective from the date received by AmeriPlan® and remain with the original sponsoring IBOs. The reinstating Member or IBO receives a new membership kit and ID cards.

If it has been six or more months since the Member or IBO cancelled, that Member or IBO must submit a new application along with all fees, including registration and initial monthly, quarterly or annual fee.

When an IBO, who has been cancelled for more than six months and has a balance due, and then decides to reinstate, they may do so, but all outstanding balances due will be forwarded to the new IBO Agreement.

A cancelled IBO desiring to reinstate must do so as a new IBO and must requalify for each management level. Their original sales group cannot be reinstated. Cancelled Sales Directors are given 30 days from their cancellation date to reinstate with their sales group intact. Sales Directors are only allowed one reinstatement with their sales group intact.

- **IBOs TERMINATED BY AMERIPLAN® FOR VIOLATIONS OF THE IBO BENEFITS AGREEMENT OR THE IBO POLICIES AND PROCEDURES MANUAL ARE NOT ELIGIBLE FOR REINSTATEMENT.**

Membership Changes

CHANGING STATUS

Members may change the status of their membership to a different membership plan (except upgrading from DVPC to IBO) by notifying the AmeriPlan® Corporate Office by email or letter. The membership fee is adjusted accordingly on the next draft date. New ID cards reflecting the change will be issued.

HOW TO CHANGE FROM MEMBER TO IBO

- Complete the appropriate Current Member Upgrade to IBO Agreement.
- Please include new drafting instructions if the new IBO wishes to use a different account.
- All quarterly and annual membership fees that remain unused are refunded to the Member. AmeriPlan® does not credit these monies to future IBO Benefits fees.
- **A MEMBER MAY BE UPGRADED TO AN IBO BY ANY ACTIVE IBO.**
- **WHEN A MEMBER UPGRADES OR AN IBO DOWNGRADES, THE SPONSORING IBO RECEIVES COMMISSIONS "AS-EARNED". NO NEW ADVANCE IS PAID TO THE SPONSORING IBO.**

CHANGE OF ADDRESS

Please contact IBO Services for any changes of address, phone number or email address.

Billing

RETURNED DRAFTS OR PERSONAL CHECKS

If a Member or IBO Benefits fee draft or check is returned by the bank for **INSUFFICIENT FUNDS**, a letter or email is sent to the Member or IBO with instructions on how to remedy the account. If the draft or check is uncollectible a second time, the Member or IBO is cancelled. **NO EXCEPTIONS.**

If the draft or personal check is returned **STOP PAYMENT** or **AUTHORIZATION REVOKED**, the Member or IBO Benefits Agreement is cancelled immediately. This also includes **STOP PAYMENT** or **AUTHORIZATION REVOKED** on any purchase of sales aid items. **NO EXCEPTIONS.**



If a draft or personal check is returned for any other reason (account closed, refer to maker, invalid account, etc.) the Member or IBO Benefits Agreement is put on an “inactive” status and a letter is sent with instructions on how to bring the account current.

If a Member’s or IBO’s personal check is returned **INSUFFICIENT FUNDS**, AmeriPlan® will attempt to re-draft the account one time and should it fail a second time the account will be cancelled.

If an IBO is inactive due to a returned draft or check, any commissions due on new business during the inactive period are held and paid only when the IBO is returned to active status. Inactive IBOs may not use commissions held during periods to make their account current. Their existing account must be corrected or new drafting provided.

CREDIT CARD DECLINES

If the initial membership fee or initial IBO Benefits fee is declined, a letter or email is sent to the Member or IBO requesting new credit card or bank draft information.

If a monthly or quarterly membership or IBO Benefits fee is declined, a letter or email is sent notifying the Member or IBO when the credit card is attempted again. If this second charge is declined, the Member or IBO is cancelled. **NO EXCEPTIONS.**

If an IBO is inactive due to a declined credit card, any commissions due on new business during the inactive period are held and paid only when the IBO is returned to active status. Inactive IBOs may not use commissions held during periods to make their account current. Their existing account must be corrected or new drafting provided.

CHANGE OF DRAFTING INFORMATION

If a Member or IBO wishes to change their current drafting information, they must send a fax or mail a written notice of the change to AmeriPlan®, which includes their name, Member/IBO Identification number, and new drafting information. Handwritten draft information is NOT accepted. Only original voided checks or deposit slips are accepted.

COMPANY LIST BILLS

AmeriPlan® invoices a company on a monthly, quarterly or annual basis when there are five (5) or more employees participating in the program.

IBOs are required to complete and return the Employer Acceptance letter along with the applications for all participating employees and the appropriate initial membership fees. Each application must be signed by the employee requesting the benefits. It is at the IBO’s discretion to waive the registration fee on groups of five (5) or more employees. If the registration fee is waived, all commissions are paid on an as-earned basis. For enrolled groups of 50 or more, commissions are paid only on an as-earned basis, even if the one-time registration fee was collected.

A group consists of five (5) or more individuals with one common billing address. With certain restrictions, IBOs may submit a group of 3 or 4 employees. The restriction is the company **MUST** submit payment by company bank draft or company credit card **ONLY**. No list billing is accepted for groups of less than (5) employees.

Payment for any group must be made in one of the three (3) following forms: pre-printed company check, company bank draft, or company credit card. Personal checks or credit cards, Money Orders or Cashier’s Checks are not accepted for signing up on group business. If a faxed copy of a pre-printed company check is submitted with the initial paperwork, the Bank Draft Authorization portion of the Employer Acceptance Letter must be completed and signed before the account is drafted.

Group business is not active until the completed paperwork and full payment is received and verified.

Owners of companies may be an IBO on a list bill. Other employees of a list bill, wanting to become an IBO, must do so on their own using their personal drafting information.

All list bill statements are mailed by the 10th of each month and are due and payable by the first day of the following month. If the 10th falls on a weekend or holiday, the billing statements are mailed the first regular business day prior to the 10th.

If a company that is currently with AmeriPlan® wishes to add a new Member, the employee must complete and **SIGN** the new application. The company then prints the new Member’s name and monthly fee amount on the list bill of the month for which they are requesting benefits. The new Member’s fee payment is then included in the check sent for that month, along with the attached signed application.



When the company has chosen the billing option of company credit card or bank draft, they add new Members by faxing the new signed application to AmeriPlan®.

When a company that currently has a list bill with AmeriPlan® wishes to delete a member, the company draws a line through the canceling Member's name on the list bill and writes **DELETE** beside it. The monthly amount of that deleted Member is then subtracted from the total payment for that month.

Deleted Members are removed from that month's list bill and their benefits are available **ONLY** through the end of their covered month. Deleted Members may continue benefits, on their own, outside of the employer group. They only need to submit their personal drafting or credit card information to Bank and Credit Card Services.

To change the status of an employee currently signed up through a group, the company must submit a Change of Status Form. This is attached to a list bill payment or faxed to AmeriPlan®. Changes are effective upon receipt. Also, if these changes result in a different list billing total, the company must correct the invoice amount and check before submitting payment.

When a list bill company becomes 10 days past due, a letter is mailed to the sponsoring IBO notifying them that the list bill is 10 or more days past due. If the account is not brought current by the date specified, the company and its employees become inactive or cancelled.

In some cases, a list bill company may have more than one IBO working with the Group. AmeriPlan® accepts new list bill groups with up to three (3) IBOs. The IBO on the Employer Acceptance Letter is designated as the "achieving IBO". Only the "achieving IBO" counts these list bill Members for pin level, contests, promotions. Only the list bill Members with the "achieving IBO's" name and ID number on those applications count for such purposes. The "achieving IBO" and other IBO(s) sharing the business are paid commission only on those applications having their IBO names and ID numbers on them.

Provider Relations

PROVIDER REFERRALS

AmeriPlan® accepts medical, dental and chiropractic provider referrals from Members, IBOs or those considering membership. Each referral must contain the patient's name for each Provider referred. Referrals can be emailed to referral@ameriplanusa.com, faxed, or mailed to AmeriPlan®. If you send a referral via email, please state what type of doctor you are referring, with address and phone number. Referral cards are provided in the membership packet. The referral card is a two-part card with one side returning to AmeriPlan® and the other side addressing the Provider.

Vision and Prescription referrals may also be sent to the Provider Relations Department. These referrals are forwarded to the respective companies.

- **IBOs CANNOT UNDER ANY CIRCUMSTANCES SOLICIT A PROVIDER FOR AMERIPLAN®, OR LEAVE LITERATURE IN A PROSPECTIVE PROVIDER'S OFFICE.**

AmeriPlan® has trained Provider Relations Representatives who contact Providers for participation in our program. IBOs are to direct all referrals to the AmeriPlan® Provider Relations Department.

PROVIDER LOOK UPS

Members or IBOs unable to locate a Provider in their area may contact Customer Service to request further assistance. Providers are also available on the Internet at www.ameriplanusa.com.

REGIONAL FEE SCHEDULE

AmeriPlan® has developed customized fee schedules for different regions. Note the correct fee schedules prior to signing up Members in these areas.

OUT OF MARKET PROVIDER REFERRALS

If AmeriPlan® receives a Provider referral in a market where we are not currently operating, the referral is held until expansion plans include that area.



PROVIDER COMPLAINTS

Complaints should be submitted in writing by the Member to the attention of the Provider Relations Problem Resolutionist at the AmeriPlan® Corporate Office. All information that clarifies the complaint should be included, i.e., bills, statement of charges or other correspondence from the Provider.

All complaints are processed immediately and responded to in a timely manner.

- **PLEASE REFER A MEMBER WITH THESE COMPLAINTS TO AMERIPLAN®. IBOs CANNOT UNDER ANY CIRCUMSTANCES INTERVENE FOR A MEMBER AT A PROVIDER'S PLACE OF BUSINESS, INCLUDING TELEPHONE CALLS TO THE PROVIDER'S OFFICE.**

APPLYING TO BE A PROVIDER RELATIONS REPRESENTATIVE

IBOs may apply to receive special training as a Provider Relations Representative by fulfilling all of the requirements below:

1. Submit a current resume and recent photo to AmeriPlan®, Attention: Provider Relations Department
2. Professional appearance and positive mental attitude
3. Outside sales experience or experience in the healthcare field preferred
4. Be a self-motivated, team player
5. Willing to commit to four (4) hours per week contacting prospective dentists and/or physicians
6. Must be a Regional Sales Director and an IBO for a minimum of six (6) months

- **MEETING THE ABOVE REQUIREMENTS DOES NOT GUARANTEE A PROVIDER RELATIONS REPRESENTATIVE POSITION.**

RECRUITING AMERIPLAN® PROVIDERS

An IBO cannot attempt to recruit an AmeriPlan® Provider. **AMERIPLAN® PROVIDERS MAY NOT SIGN UP AS AMERIPLAN® IBOs, AND AMERIPLAN® IBOs MAY NOT SIGN UP AS AMERIPLAN® PROVIDERS. NO EXCEPTIONS.**

CONTACTING PROVIDERS

An IBO may only contact an AmeriPlan® Provider for professional services.

Sales Aids

AmeriPlan® materials, (which includes all Sales Aids and promotional materials) are under **NO CIRCUMSTANCES**, to be purchased and resold by any IBO.

HOW TO ORDER SALES AIDS

- Your Sales Aids Order Form must be filled out completely. Your IBO number is required to access your account and it is very important that you include the shipping address. (NO P.O. BOXES PLEASE.) A phone number where you can be reached during working hours will help us to process your order more quickly if we have to verify something on your order. If you don't have access to the AmeriPlan Corporate Store or do not have a copy of the current Sales Aids Order Form or Provider Directory Order Form, please call IBO support and ask that one be faxed or mailed to you.
- We **CANNOT** accept your Sales Aids Certificates as payment for an online order.
- Faxed orders can only be accepted if payment is made by credit card.
- When using your Sales Aids Certificates (*Bloom Bucks*) as payment, please enclose the originals with your mailed order. We cannot accept copies of your Sales Aids Certificates.
- You cannot use another IBO's Sales Aids Certificates (*Bloom Bucks*) as payment for your order.
- The Sales Aids Department cannot draft your bank account for payment.
- The Sales Aids Department does not keep your credit card information on file.



- Sales tax is calculated in accordance with the sales tax charged within the zip code of the shipping address. You may estimate 10% of the subtotal for shipping and handling charges, please remember this is only an estimate. The actual shipping charges will depend on the weight of the order and the distance of the shipment. A \$5 minimum will be applied for small orders under the following conditions:
 - Provider directories are a personalized item and ship separately, please allow a few more days for delivery.
 - Sales Aids orders to Hawaii

SHIPMENTS

Please allow 3 to 10 business days to receive your Sales Aid order after it has been received by AmeriPlan®.

Sales Aid orders are processed as they are received. **SHIPMENTS CANNOT BE MADE TO P.O. BOXES.**

SALES AIDS ORDERS TO HAWAII

Please be aware that Sales Aids orders shipped to the state of Hawaii will cost more money. This is due to ground shipping services not being available to this state.

SEND SALES AIDS ORDERS TO:

AMERIPLAN USA®
5700 Democracy Drive
Plano, Texas 75024

or fax to: 469-229-4588

Commissions

NOTICE TO IBOs ABOUT SOUTH CAROLINA

The only commission revenue available to IBOs located in South Carolina or doing business with South Carolina residents is the 30% level residual commission for signing up Members that reside inside or outside of South Carolina. The only commission revenue available from residents of South Carolina is the 30% level residual commission for signing up a South Carolina Member. South Carolina IBOs are not entitled to receive commissions for signing up new IBOs that reside inside or outside South Carolina. No commissions will be paid to IBOs outside South Carolina for signing up an IBO who is a South Carolina resident. Management Levels, Overrides and Personal Sales Group Monthly Revenue are not available to IBOs who are South Carolina residents. Management Levels, Overrides, and Personal Sales Group Revenue based on money received from South Carolina residents is not available for inclusion in monthly revenue for IBOs outside of South Carolina.

South Carolina residents who desire to become new IBOs authorized to sell of the AmeriPlan Discount Medical Plans only an initial payment of \$249.00 will be required. This one time fee includes the initial IBO sales kit, 3 e-commerce web sites, on going administrative services of AmeriPlan and all other benefits available to IBOs. AmeriPlan will not pay a commission on the \$249.00 and the monthly IBO fee is eliminated.

For those residents of South Carolina that are currently IBOs, their monthly IBO fee is also eliminated. Current South Carolina IBOs will only be entitled to receive the 30% level residual commissions on Members who live either inside or outside of South Carolina. No commissions will be paid to current South Carolina IBOs based on IBO fees paid by IBOs living outside of South Carolina. Management Levels, Overrides and Personal Sales Group Monthly Revenue are also eliminated for all current IBOs who are South Carolina residents. Current IBOs will continue to receive 3 e-commerce web sites, on going administrative services of AmeriPlan and all other benefits available to IBOs.

- ***The AmeriPlan® Total Health Plus™ discount plan is not available for sale to South Carolina residents.***



ADVANCES

Members

IBOs receive a 30% level residual commission for signing up new AmeriPlan® Members.

The Sponsoring IBO will receive a six-month advance commission.

The sponsoring IBO also may elect to receive commissions on these Members "as-earned". "As-earned" means that no advance is paid but the IBO receives 30% residual commission every month as long as the Member continues to pay their membership fees.

IBOs

IBOs receive a 30% level residual commission for signing up new AmeriPlan® IBOs.

The sponsoring IBO will receive a six-month advance commission.

The sponsoring IBO also may elect to receive commissions on these new IBOs "as-earned". "As-earned" means that no advance is paid but the IBO receives a 30% residual commission every month as long as the IBO continues to pay his or her membership fees.

Member and IBO Advance commissions are issued on a daily basis, except e-commerce ACH applications. These advance commissions are delayed five (5) business days to ensure receipt of funds.

Please allow 10 business days after the application is activated to receive your daily advance commission checks.

If an IBO requests to have a check re-issued, the IBO must send in the original check and AmeriPlan® will re-issue the check upon receipt of the old check. If an IBO's check is lost or stolen, AmeriPlan® will re-issue the check 30 days after the issue date of the original check.

MANAGEMENT LEVELS

There are six management levels in AmeriPlan®.

Regional Sales Director (RSD) - to attain RSD you must sign up four (4) *active* IBOs and six (6) *active* Members.*

Senior Regional Sales Director (SRSD) - to attain SRSD you must be an *active* RSD and must have at least three (3) first level *active*, titled, RSDs.

Executive Sales Director (ESD) - to attain ESD you must be an *active* SRSD and must have at least one (1) first level *active*, titled, SRSD.

Senior Executive Sales Director (SESD) - to attain SESD you must be an *active* ESD and must have at least two (2) first level *active*, titled, SRSDs.

National Sales Director (NSD) - to attain NSD you must be an *active* SESD and must have at least three (3) first level *active*, titled, SRSDs.

National Vice President (NVP) must be an active NSD and must have:

- 4 *active* NSDs on their first level
- 3 *active* NSDs on their second level
- 2 *active* NSDs on their third level
- 1 *active* NSD on their fourth level
- and \$10,000 Personal Sales Group Monthly Revenue

* *Upgraded IBOs, downgraded Members, and rollups do not count for the four IBOs and six Members to achieve the level of Regional Sales Director. Roll-ups will not count for promotions.*



OVERRIDES

Senior Regional Sales Director - 15% override on 1st level Sales Group Monthly Revenue.

Executive Sales Director - 10% override on 2nd level Sales Group Monthly Revenue.

Senior Executive Sales Director - 5% override on 3rd level Sales Group Monthly Revenue.

National Sales Director - 3% override on 4th level Sales Group Monthly Revenue.

National Vice President - 1% override on 5th level and below (*infinity*) Sales Group Monthly Revenue. The 1% override is paid downline to the third generation of NVPs.*

* *Beginning with the third generation NVPs and below, the 1% override is not paid.*

CHARGEBACKS

When a membership or IBO is cancelled, the sponsoring IBO's "Current Trust Account" is charged back all unearned advance commissions.

Note: Residual Commissions and Builders' Bonus Overrides are always applied to an IBO's Current trust Account balance, regardless of the amount owed.

LATE LIST BILL COLLECTIONS

When a list bill pays their invoice within the month of the due date, the sponsoring IBO receives full commission on the list bill.

If a list bill pays their invoice after the month of its due date, AmeriPlan® will pay full commission on the list bill to the sponsoring IBO the following month after payment is received.

RECORDS AND REPORTS

As an IBO, you truly are an Independent Business Owner, responsible for keeping records of your business income and expenses. You may do this on your own, through a bookkeeper or a Certified Public Accountant. AmeriPlan® provides you with all information for verification of commission and authorized deductions through your check details, in conjunction with both your Income and Business Builder Bonus reports. At year-end we report to you and the Internal Revenue Service 1099 Income on an "actual" basis. This means all of your gross income less any chargebacks will be reported in the year it was actually "paid" to you, which may or may not be the year it was "earned".

AmeriPlan® Group Division

SMALL GROUP BUSINESS

Description

A small group consists of 5 to 500 employees/members, where AmeriPlan® is sending one monthly bill to the company and they are submitting one payment. With certain restrictions, IBOs may submit a group of 3 or 4 employees. Those restrictions being, the company MUST submit payment by company bank draft or company credit card ONLY. No list billing will be accepted for groups of less than five (5) employees.

Engagement Agreement/Account Registration

Once the Group Division receives a valid signed Engagement Agreement/Account Registration and IBO of Record letter, that small group will be protected for a six-month period unless another updated IBO of Record letter is received changing the original IBO. Additionally, the length of six months can be extended, by three month intervals, if the account is being actively worked and a request is submitted to the Group Division.

Criteria for Small Group Division Involvement

When completing the Engagement Agreement/Account Registration, the IBO has the option to work the business on their own or request assistance from the Group Division. Depending on the level of the Group Division's involvement the IBO may be subject to a 75/25 commission split of their 30% commission.



Following is a checklist of the Criteria for Group Division Involvement that must be met before any corporate involvement is instituted:

- IBO must have communicated the benefits to at least the first level decision maker and they have a clear understanding of the program.
- IBO has a clear determination that the decision maker is ready for the next level of contact.
- IBO has a clear understanding of the decision-making process and timelines involved.
- IBO is notifying the Group Division, by completing an Engagement Agreement/Account Registration, with all pertinent company information.
- Group Division personnel will contact IBO to further discuss the prospect, prior to contacting them directly.

Request For Proposal (RFP) & Benefits Analysis

Because all Requests for Proposals apply to dental indemnity and DHMO plans and are not applicable to dental discount plans, we will no longer complete any type of RFP on any group under 500 members. If you feel that you have an opportunity with an entity or company that requires an RFP you will need to contact the Large Group Division. You will need to allow at least 60 days for any RFP to be completed. If you, as the IBO, complete and sign the RFP on your own, AmeriPlan USA® will not endorse nor be held responsible for any RFP specifications.

The current online proposals in the Group Resources section of your IBO Support website are available in PDF format. Simply complete the required company information and the proposal will be sent to you as an e-mail attachment. Always allow up to 48 hours to receive each proposal.

Also posted in the Group Resources site on IBO Support are two Benefit Analysis forms. One can be used in preparing a comparison of AmeriPlan's discount dental program with competitive discount programs. The other can be used when compiling an comparison of dental insurance to AmeriPlan®.

Company Membership

The following checklist, Submitting A Small Group, describes all the paperwork needing to be completed before submitting a new group. Group business will not become active until the date the completed paperwork and full payment is received and verified.

- Employer Acceptance Letter - completed and signed by an authorized company/group representative.
- Individual Application–Group - completed and signed by each employee with their home address and phone number.
- Payment must be received in one of the following manners:

Check – This must be a pre-printed company check with the same company information as on the Employer Acceptance Letter.

Bank Draft – The Bank Draft Authorization portion of the Employer Acceptance Letter must be signed and a void copy of a pre-printed company check must be attached.

Credit Card – This must be a company credit card. No personal credits will be accepted. A legible copy of the credit card must accompany the paperwork.

AmeriPlan® will not accept, as payment for group business; cashier's checks, money orders, personal checks, personal credit cards or pre paid credit cards.

New Group Business

When a new group is activated they will receive a "Group Administration Manual". This manual will provide them with all the instructions needed to add, delete or change status of their employees, along with specially designed forms for employer group use only.

Commissions

When an IBO personally signs up a new group with 5 to 50 members, the IBO has the option to waive the one time, per person registration fee. If you waive the fee, you will be paid commission on an As-Earned basis only. No advances will be made.

When an IBO personally signs up a new group of 51 to 500 members, you will ONLY be paid As-Earned, whether you waive the registration fee or not. No advances will be paid on this.

In some cases small group businesses may have more than one IBO working on them. AmeriPlan® accepts new small group business with up to three (3) IBOs. The IBO on the "Employer Acceptance Letter" is designated as the "Achieving IBO". Only the "Achieving IBO" may count these Members for pin level, contests, and/or promotions. Only the members with the achieving IBO's name and number on those applications count for such purposes. The achieving IBO and other IBO(s) sharing the business are paid commission on only those applications that have their IBO names and numbers on the application.



Large Group Business

For groups of 500+ potential members/employees, the IBO may request the involvement of AmeriPlan's Large Group Division, Benefit Plans of America™ (BPA). If the IBO elects to involve BPA in the negotiation, BPA will oversee all negotiations in an attempt to complete the transaction. The IBO is welcome to assist, but will have no further responsibility after entering into an Engagement Agreement with BPA. If the transaction is completed, BPA will service the group in its entirety and the IBO will receive monthly commissions based on the AmeriPlan®/BPA commission structure for simply turning over a qualified lead.

Engagement Agreement

If the IBO elects to involve the Large Group Division (BPA), the IBO must indicate this intent on the Engagement Agreement. BPA agrees to work the qualified lead to its full extent until completion or rejection. BPA's responsibilities will include: phone calls, meetings, travel (*when necessary*), RFP's, marketing materials and ongoing services to the client after the sale is closed.

AmeriPlan® Representative Program

The Representative Agreements enable someone to sell AmeriPlan® memberships without becoming an IBO. The Representative Agreements are:

SPONSORING REPRESENTATIVE

A Sponsoring Representative must be a licensed insurance agent or a Third Party Administrator (TPA). A copy of the applicant's insurance license or the Third Party Administrator's certificate must be attached to the Sponsoring Representative Agreement.

The Sponsoring Representative cannot sign up IBOs, but can sign up all types of memberships. The Sponsoring Representative is paid a 20% Residual Commission on the monthly membership fees, and the Sponsoring IBO receives a 10% Residual Commission on the monthly membership fees. All these commissions are paid as-earned, and no Advance Commissions are paid.

GROUP REPRESENTATIVE

A Group Representative must be the owner or employee of the company in which the employees are signed up as members. These representatives can only sign up employees within their own company, and membership fees must be paid on a list bill.

The Group Representative cannot sign up IBOs, only employees/members within their own company. The Group Representative is paid a 20% Residual Commission on the monthly membership fees, and the sponsoring IBO receives a 10% Residual Commission on the monthly membership fees. All these commissions are paid as-earned, and no Advance Commissions are paid.

NON-PROFIT REPRESENTATIVE

For Non-Profit Representatives, the Non-Profit Organization must be the representative and have "non-profit" status. Additionally, the representative must use its Employer Identification Number (EIN) or Federal Identification Number (FIN).

The Non-Profit Representative cannot sign up IBOs, but can sign up all types of memberships. The Non-Profit Representative is paid a 20% Residual Commission on the monthly membership fees, and the sponsoring IBO receives a 10% Residual Commission on the monthly membership fees. All of these commissions are paid as-earned, and no Advance Commissions are paid.

ASSOCIATION REPRESENTATIVE

For an Association Representative, the Association must be the representative and must use its Employer Identification Number (EIN) or Federal Identification Number (FIN). An Association Representative can only sign up memberships within its own Association.

The Association Representative cannot sign up IBOs, but can sign up all types of memberships. They cannot waive the one time registration fee on any membership, or sign up any type of Group business. The Association Representative is paid a 20% Residual Commission on the monthly membership fees, and the sponsoring IBO receives a 10% Residual Commission on the monthly membership fees. All of these commissions are paid as-earned, and no Advance Commissions are paid.



AmeriPlan® Representative Policies

- AmeriPlan® Representatives (Sponsoring, Group, Association, and Non-Profit) are required to pay a one-time \$20 registration fee. There are no monthly fees for Representative positions. The Representative and/or the sponsoring IBO are responsible for purchasing any AmeriPlan® materials.
- Members signed up by Representatives count for paid-as requirements, monthly revenue for Builder's Bonus and National Vice President (NVP) status for the upline sales organization.
- AmeriPlan® Representative Agreements do not count as a new IBO for any promotions and/or contests.
- AmeriPlan® Representatives do not receive a complementary household DentalPlus™ Plan.
- Signing up, Non-Profit, and Association Representatives may purchase an e-commerce website capable of signing up individual memberships. The fees must be paid in advance at an annual cost of \$180 per year.
- If an AmeriPlan® Representative chooses to become an AmeriPlan® IBO, they join as a new IBO, under the AmeriPlan® IBO of their choice paying all new IBO initial fees. They continue receiving 20% Residual Commission on all Members signed up while they were a Representative, but cannot sign up new Members under their Representative ID number.
- Group Certification is not required for AmeriPlan® Representatives prior to signing up company list bills.

Advertising

INDEPENDENT BUSINESS OWNER

You are an AmeriPlan® Independent Business Owner. You will, by any legal and ethical means: at times and places determined by you in your sole discretion, solicit and submit to AmeriPlan® qualified applications and agreements from prospective Members and IBOs. The AmeriPlan® Member and IBO Benefits Agreements are consumer products and your income is solely from commissions based on the memberships and IBOs you sell, not the hours you "work." The sole interests of AmeriPlan® are the sales obtained by you, not the means by which you make sales. The opportunity for income as an AmeriPlan® Independent Business Owner is solely dependent on your managerial and marketing skills and the material and equipment purchased by you to achieve success for your business. No employee-employer relationship is created or intended by you or AmeriPlan®. Because you are not an employee of AmeriPlan® you are not eligible for unemployment or worker's compensation, pension, sick, vacation or medical insurance benefits. Over the years, AmeriPlan® has developed advertising and promotional guidelines that have proven successful to AmeriPlan® Independent Business Owners. These guidelines and policies protect both you and AmeriPlan®.

CORPORATE APPROVAL

AmeriPlan® must approve in writing all advertising copy including, but not limited to, using the AmeriPlan® name, trademark or logo for any media including newspapers, posters, flyers, promotional items, etc. It is each IBO's individual responsibility to obtain approval from AmeriPlan® for any advertisement to be used. No IBO should accept ad copy from anyone and assume it has been approved.

- **FAILURE TO OBTAIN WRITTEN APPROVAL CAN RESULT IN TERMINATION OF THE IBO BENEFITS AGREEMENT.**

Requests for approval are submitted by mail to the Corporate Sales Department exactly as it is to appear in the publication. The approval process takes approximately ten (10) business days. Once approved, AmeriPlan® notifies the IBO by phone, fax or e-mail.

TESTIMONIALS

AmeriPlan® provides ALL testimonials. IBOs **CANNOT** provide testimonials to be distributed in any manner unless submitted to, and approved by AmeriPlan®. Testimonials cannot include Provider names or locations.



COMPANY NAMES, TRADEMARKS AND LOGOS

AmeriPlan® employee names, corporate names, trademarks, and logos are proprietary and cannot be used in any manner, including reproduction of literature or in any advertisement without prior written approval from AmeriPlan®. Any approved use of such corporate names, trademarks or logos must indicate that the IBO is an Independent Business Owner of AmeriPlan®. Advertisements to attract IBO or business opportunity advertising must be run blind, i.e. without reference to AmeriPlan® unless approved by AmeriPlan®.

AmeriPlan® strictly prohibits the use of its corporate name, logo or trademark or any statements with respect to AmeriPlan® business or operations in any banking activity by an AmeriPlan® IBO.

- ***VIOLATION OF THIS POLICY COULD RESULT IN THE TERMINATION OF THE IBO BENEFITS AGREEMENT.***

PUBLIC OR ELECTRONIC ADVERTISING MEDIA

IBO use of the following media is prohibited: telephone book, billboards, park benches, etc. All radio, television and other electronic media must be approved by AmeriPlan® in writing. Advertising in national publications cannot include any samples of our fee schedules and must also state that AmeriPlan® does not conduct business in the states of Alaska, Montana, North Dakota, South Dakota, Vermont or Wyoming.

Pop-up or banner advertising on the Internet is allowed only **AFTER** final advertising copy is approved by AmeriPlan®. Pop-up advertising must not appear on **ANY** official AmeriPlan® websites (see listing under Section 6 below). In most cases IBOs using pop-up advertising employ the services of a third party vendor to make sure the pop-up ad appears on as many websites as possible. IBOs using pop-up advertising must provide a list of official AmeriPlan® websites to the vendor. It is the IBO's responsibility to ensure that the vendor takes the appropriate steps to prevent the pop-up ad from appearing on **ANY** official AmeriPlan® website. IBOs whose pop-up ads appear on **ANY** official AmeriPlan® website are subject to termination of the IBO Benefits Agreement.

WEBSITES

Official websites currently owned and operated by **AmeriPlan®** include, but are not limited to:

www.ameriplanusa.com — AmeriPlan® Corporate home page

www.ameriplanusaprovidersearch.com — Used to locate an AmeriPlan® provider and corresponding fee schedule

www.ameriplanhealth.com — AmeriPlan Health® Corporate home page

www.deliveringonthepromise.com — AmeriPlan® combination application landing page

Save Money has 2 URLs:

www.everyonebenefits.com — Flash-enhanced AmeriPlan® Member benefits application page

www.mybenefitsplus.com — Flash-enhanced AmeriPlan® Member benefits application page

Make Money has 2 URLs:

www.iboplus.com — Flash-enhanced AmeriPlan® IBO opportunity application page

www.myhomebusinesspays.com — Flash-enhanced AmeriPlan® IBO opportunity application page

www.ameriplanusa.com may be accessed by anyone knowing the domain address (URL); however, all IBO information regarding downline lookup (genealogies), Business Builder's Override Reports, account status, contests and incentives, activity calendar, schedule of events, bulletins, etc., will only be available at IBO Support.

AmeriPlan® IBOs may access IBO Support at the following URLs:

www.ameriplanusa.com/ibo

www.iboplus.com (click on IBO Support login)

www.ameriplan.net

and your Make Money sites (click on IBO Support) using their unique IBO ID#s and passwords.



INTERNET COMMERCE PACKAGE (ICP)

An AmeriPlan® Independent Business Owner (IBO) who wishes to conduct business over the Internet for the purpose of recruiting other IBOs or recruiting Members may do so through the use of the AmeriPlan® Internet Commerce Package, version 3.0 (ICP 3.0) which is included in your monthly IBO fee.

ICP 3.0 consists of two personalized e-commerce enabled Membership application URLs:

[www.mybenefitsplus.com/\[username\]](http://www.mybenefitsplus.com/[username])

[www.everyonebenefits.com/\[username\]](http://www.everyonebenefits.com/[username])

two business-building IBO recruiting URLs:

[www.iboplus.com/\[username\]](http://www.iboplus.com/[username])

[www.myhomebusinesspays.com/\[username\]](http://www.myhomebusinesspays.com/[username])

and a combination landing page:

[www.deliveringonthepromise.com/\[username\]](http://www.deliveringonthepromise.com/[username])

Modifications to the ICP 3.0 websites can be made through online IBO Support. AmeriPlan® will provide the support for ICPs. All questions regarding an ICP site should be directed to AmeriPlan® IBO Services at 469-229-4501, option 3.

IBO ICP 3.0 URLs cannot contain trademarks of AmeriPlan® or any other discount health card companies. IBOs are solely liable for any trademark infringement of other discount health card companies.

ALTERNATE WEBSITES

AmeriPlan® recognizes the significant role the Internet may play in building an IBO's business and needs to ensure that this resource accurately promotes AmeriPlan®, the IBO's relationship with the company and the AmeriPlan® marketing philosophy. AmeriPlan® Corporate or Corporate-approved alternate websites are the only websites on the Internet that may use the AmeriPlan® Trademarks and/or Copyrighted materials including, but not limited to, names, slogans, logos, service marks and/or trade names. An alternate website is any website used by an AmeriPlan® IBO to promote AmeriPlan® other than the AmeriPlan® Corporate sites.

In order for AmeriPlan® to comply with regulation requirements, AmeriPlan® will order non-compliant sites to adhere to its published policies or be removed from the Internet. AmeriPlan® will enforce this policy by taking legal steps to protect the use of its intellectual property.

For this reason AmeriPlan® has issued the following guidelines regarding alternate websites to protect the AmeriPlan® professional image, promote consistency in the AmeriPlan® message and ensure that it is protected from unauthorized, untruthful, or exaggerated claims.

IBOs who use alternate websites, URLs, redirecting URLs and/or Meta tags which promote their business over the Internet through the use of trademarks of other discount health card companies, are solely liable for any infringement of such trademark. In addition, the IBO may be subject to termination. Website registration does not constitute approval of any trademark infringement. Also, if you are using images from an AmeriPlan® corporate website, please be aware that such images have not been authorized for third-party (your) use. In the event your use of such images causes damages or claims to AmeriPlan®, you agree to hold AmeriPlan® harmless and indemnify it from any damages and liabilities resulting from your use of the images.

- AmeriPlan® reserves the right to refuse any site.
- Any unauthorized site changes or violations of policy is cause for withdrawal of the approval.

For more information, see the Internet Marketing & Electronic Commerce Policies & Procedures Guide.

SPAMMING

Spamming is a violation of state and federal laws. Spam is the indiscriminate mass posting and distribution of unsolicited electronic messages over the Internet in an attempt to force the message on people who would not otherwise choose to receive it. Upon review and proof of sufficient evidence of an IBO using spam techniques, an IBO can be immediately terminated for violation of the AmeriPlan® anti-spamming policy.



ONLINE AUCTIONS

AmeriPlan® IBOs cannot advertise AmeriPlan® services online for sale as an auction item. Listing or promoting AmeriPlan® services for sale on an online auction constitutes a violation of AmeriPlan's Internet Policy & Procedures.

RESTRICTIONS ON TELEPHONE SOLICITATION

Federal and state laws restrict the use of telephone equipment for advertising AmeriPlan® member benefits and business opportunity and prohibit certain unsolicited telephone calls regarding AmeriPlan® member benefits and business opportunity. AmeriPlan® charges back to the offending IBO any costs or expenses paid or incurred by AmeriPlan® as a result of any violation of this telephone solicitation policy. This chargeback policy is strictly enforced.

Fax Blast and Auto-Dial Advertising is PROHIBITED: It is a violation of federal law for an AmeriPlan® IBO to make an unsolicited call to any private residence telephone in the United States using an automatic dialing machine to deliver an artificial or pre-recorded voice advertising message or using a facsimile machine or computer to send advertising. The law gives the receiver of the unsolicited call the right to legally collect up to \$1,500 for each call or facsimile received. Any IBO who advertises their AmeriPlan® business using either of these prohibited telephone solicitation methods is subject to immediate cancellation of the IBO Benefits Agreement.

Telephone calls to telephone numbers on a DO NOT CALL List: Federal and State **DO NOT CALL** laws restrict unsolicited telephone sales calls to persons who have registered their telephone number on a Federal or State **DO NOT CALL** list. It is a violation of law to call any person on a **DO NOT CALL** list for the purpose of soliciting the sale of an AmeriPlan® membership or recruiting an IBO. Violations of the Federal **DO NOT CALL** list can result in fines starting at \$11,000. Any IBO that solicits any person for their AmeriPlan® business by making telephone calls to numbers on a **DO NOT CALL** list is subject to immediate cancellation of the IBO Benefits Agreement.

Telephone Number Database: AmeriPlan® has established a database containing registered telephone numbers of persons who do not want to receive unsolicited telephone sales calls. Prior to making an unsolicited telephone call to any person for the purpose of soliciting business, it is the responsibility of the IBO to obtain written verification that the telephone number is NOT registered on a **DO NOT CALL** list. **DO NOT CALL** telephone numbers can be checked on the IBO Support website or by calling IBO Services.

OUTGOING CALLS

Prohibited Unsolicited Calls: Unsolicited calls to a person on a **DO NOT CALL** list maintained by a government agency or AmeriPlan® may ONLY be made if AmeriPlan® (1) has received an express signed written consent that clearly states that such person has authorized an AmeriPlan® IBO to call about an AmeriPlan® Member benefit plan or an unsolicited consent to call about the AmeriPlan® opportunity and identifies the phone number that may be called, or (2) AmeriPlan® has an established business relationship with the person, and that person has not stated to any AmeriPlan® IBO that they do not want to receive calls from an AmeriPlan® IBO. An established business relationship is that person's purchase of the AmeriPlan® Member benefits plan within the last 18 months, or the person has made an inquiry regarding AmeriPlan's Member benefits plan within three months prior to the call.

Required Disclosures: If the number called is a person **NOT** registered on a **DO NOT CALL** list, the IBO must make clear and understandable the disclosures to the person called regarding AmeriPlan's Member benefits and/or business opportunity.

Call Soliciting Membership: If the number called is for the purpose of soliciting a person to become a Member, the required disclosures the IBO must make during the phone call are all of the statements set forth in the AmeriPlan® membership application brochure, including but not limited to, the monthly recurring cost of the plan and the 30-day satisfaction guarantee. The IBO must state the membership agreement is for a one (1) year period, but may be terminated on 30 days written notice and there are no refunds.

Calls Soliciting Business Opportunity: If the number called is for the purpose of soliciting a person to become an IBO, the sponsoring IBO must disclose during the phone call all of the terms and conditions set forth on the front and back of the IBO application, including but not limited to, the monthly recurring cost for IBO benefits. The sponsoring IBO must state that the IBO Benefits Agreement is for a one (1) year period, but may be terminated on 30 days written notice and there are no refunds.

Request to be put on DO NOT CALL List: If a person is called whose number is **NOT** on a **DO NOT CALL** list and that person tells you to put their name and telephone number on the AmeriPlan® **DO NOT CALL** list, the IBO must immediately report such person's name and telephone number to AmeriPlan® through their IBO Support website.



Authorization for Credit Card or Bank Draft: When a verbal authorization is obtained to charge a credit card or draft a bank account, the sponsoring IBO must obtain at least one of the following forms of authorization:

- Written signature on a Member or IBO application, by fax or mail or
- A tape recording of the authorization clearly stating the person's identity, authorization, date, amount, bank name, account/routing number and that the charges/drafts are recurring either monthly or quarterly on the 3rd or 18th of each month or quarter.

Times for Permitted Calls: Calls to persons **NOT** on a **DO NOT CALL** List or permitted calls to a person on a **DO NOT CALL** list must be made between 8:00 AM and 9:00 PM local time at the called person's location. Some states have more restrictive hours during which calls can be made. It is the responsibility of the IBO to determine the permitted hours of the state being called.

Caller ID: All telephone calls must be made with a caller identification service that allows the receiver of the call to display, at the time of the call, the telephone number and (where available) the name of the person calling.

Required Record Keeping: For telephone solicitations to persons NOT on a **DO NOT CALL** list or permitted calls to persons on a **DO NOT CALL** list, it is the responsibility of each IBO to keep the following records for 24 months from the date of the call:

- The name and address of each customer, the AmeriPlan® services purchased, the date of which such services are purchased, and the amount paid for the services.
- The name, address, and telephone number of each person directly involved in telephone sales.
- All written or recorded authorizations for ACH or credit/debit card transactions.
- **Exception to DO NOT CALL Rule:** The only exception to the **DO NOT CALL** list laws are telephone calls in which the sale is not completed and no payment authorization is obtained until you make a face-to-face sales presentation to the prospective Member or IBO.
- **A WORD OF CAUTION:** Most people do not know that this is an exception to the **DO NOT CALL** list law, and will most likely claim a violation for the call. Because of this, it is strongly advised for each IBO to record each telephone call. Doing this serves as evidence that an attempt was made to set an appointment for a face-to-face sales presentation, and that an attempt to sell over the telephone was not made.

INCOMING CALLS

Calls in Response to Advertising for Business Opportunity: The **DO NOT CALL** laws prohibit an AmeriPlan® IBO from receiving a telephone call from a person, who is registered on a **DO NOT CALL** list, in response to an advertisement in any media including direct mail relating to recruiting, becoming an IBO, or the business opportunity of AmeriPlan®. Direct mail includes fax transmissions and e-mail on the Internet.

- **THIS LAW APPLIES UNLESS AN EXISTING BUSINESS RELATIONSHIP IS ALREADY ESTABLISHED.**

Leads: Prospecting websites or print advertising collateral needs to contain opt-in language: *(Press radio button or sign return card.)*

I AGREE: *If I am on a National or State DO NOT CALL List, by submitting my contact information which includes my telephone number, you are authorized to contact me by telephone at that number regarding the AmeriPlan® Business Opportunity for the three (3) month period following date of this consent.*

Calls in Response to Advertising for Membership: An IBO can receive a telephone call from a person in response to an advertisement in any media, except direct mail, for membership for AmeriPlan® discount plan, provided all the disclosures discussed above are made during the phone call.

Calls in Response to Direct Mail for Membership: An IBO can receive a telephone call from a person in response to a direct mail advertisement for membership in the AmeriPlan® discount benefit as long as the mailing clearly states the required disclosure described above.

Upsell During Membership Call: An IBO receiving a call about membership is prohibited from attempting to upsell such person to the AmeriPlan® business opportunity.



ADVERTISING RULES AND REGULATIONS

AmeriPlan's policy is very specific in these matters.

- **FAILURE TO COMPLY WITH THESE POLICIES CAN RESULT IN TERMINATION OF THE IBO BENEFITS AGREEMENT.**

AmeriPlan® strictly prohibits the use of the following words (and derivatives thereof) and phrases in any type of advertisements*:

Health Plan (*"Health Program" is an acceptable replacement*)

Coverage (*"Benefits" is an acceptable replacement*)

Covers (*"Includes" is an acceptable replacement*)

Copay (*the phrase "Member pays all healthcare provider fees" is an acceptable replacement*)

Copayments (*the phrase "Member pays all healthcare provider fees" is an acceptable replacement*)

Pre-existing conditions (*the phrase "All ongoing dental/medical problems are accepted" is an acceptable replacement*)

Guaranteed Issue (*the phrase "Membership fee guaranteed for two years" is an acceptable replacement*)

Premium (*"Membership fee" is an acceptable replacement*)

Enrollment (*"Member application" is an acceptable replacement*)

Enroll (*"Sign Up" is an acceptable replacement*)

PPO (*the acronym or phrase "DMPO" "Discount Medical Plan Organization" is an acceptable replacement*)

Only National Discount Eyewear Plan endorsed by the Opticians Association of America (*no acceptable replacement*)

No claim forms (*"No paperwork", is an acceptable replacement.*)

No deductibles (*"Instant savings", is an acceptable replacement.*)

Broker (*"Independent Business Owner (IBO)", is an acceptable replacement.*)

- * **OR ANY OTHER WORD(S) OR PHRASE(S) THAT COULD REASONABLY MISLEAD A PERSON INTO BELIEVING THAT THE DISCOUNT PLAN OFFERED BY AMERIPLAN® IS INSURANCE.**

REPRODUCTION OF SALES MATERIALS

AmeriPlan® materials, (which includes all Sales Aids & promotional materials) are under **NO CIRCUMSTANCES**, to be purchased and resold by any IBO.

IBOs can promote their business in any legal or ethical manner as long as the AmeriPlan® name or logo is not used without prior written authorization. No reproduction of AmeriPlan® literature or material is allowed. Only original Sales Aids materials purchased from AmeriPlan® are accepted.

- **ALL AMERIPLAN® LITERATURE AND SALES AIDS ARE COPYRIGHTED AND CANNOT BE DUPLICATED IN ANY FORM WITHOUT EXPRESS WRITTEN CONSENT FROM AMERIPLAN®.**
- **IBOs CANNOT REPACKAGE, RELABEL OR RESELL FOR PROFIT ANY AMERIPLAN® SALES AIDS.**

This restriction includes, but is not limited to, photocopies, graphic reproduction, translated verbiage and copy taken in part and/or out of context. IBOs cannot state or imply that AmeriPlan® approves or endorses any privately produced motivational literature or training materials used within their own organization. IBOs can promote AmeriPlan® with the condition that the programs are not shown or displayed with any other products that are sold via network marketing or that may conflict with AmeriPlan® programs.



Ethics

IBOs must comply with all federal, state and municipal laws relating to independent contractor businesses, and not engage in any unlawful or illegal trade practices or business activity. IBOs are expected to conduct their business in a manner that reflects the highest standards of honesty, integrity, and responsibility toward customers, IBOs, AmeriPlan® and its staff.

UNETHICAL ACTIVITY

AmeriPlan® does not permit its IBOs to participate in any activity that is unethical, and intercedes when unethical behavior is evident. AmeriPlan® reserves the right to use its best judgment in deciding whether certain IBO activities are unethical. If certain activities are determined to be unethical, it can lead to termination of the IBO Benefits Agreement.

Examples of unethical activity include, but are not limited to:

- Any use of the AmeriPlan® name, logo, or trademark without prior written authorization relating to advertisement for signing up IBOs and signing up Members.
- Any use of the AmeriPlan® name, logo, or trademark in any banking activity (*i.e. credit card or bank accounts*).
- Writing bad checks to AmeriPlan®.
- Unauthorized use of a credit card.
- Misrepresenting AmeriPlan®.
- Misuse of the AmeriPlan® name or misuse of the efforts of corporate personnel.
- Engaging in any deceptive or unlawful activity.
- Unauthorized duplication of AmeriPlan® literature.
- Failure to submit advertisements or proprietary sales material bearing the AmeriPlan® name for approval prior to publication.
- Any use of the AmeriPlan® name or logo in print or electronic media advertising.
- Soliciting AmeriPlan® employees, IBOs or Members to other direct sales or network marketing organizations, and/or conducting these activities in the offices/meeting locations of AmeriPlan®, or in close proximity of said places.
- Fraudulent alterations of a sponsoring IBO's numbers on a Member application or IBO Benefits Agreement.
- Delayed submission of a Member or IBO application for any reason.
- Soliciting existing clients of any Provider in or near their place of business.
- Contacting a Provider or Provider's employees for any reason other than for personal services as a patient.
- Soliciting AmeriPlan® employees to become AmeriPlan® IBOs.
- Directly or indirectly soliciting existing AmeriPlan® Members or IBOs with any other product or service without prior written consent from AmeriPlan®. (*This provision excludes insurance agents from selling other health benefits to their clients.*)

PHONE ETIQUETTE

When calling the AmeriPlan® Corporate Office in Plano, Texas, IBO/Customer Service is called at 469-229-4501. If the main AmeriPlan® Corporate Office phone number is called by an existing IBO, the receptionist directs the call to IBO/Customer Service. The receptionist's primary duty is to answer and direct Customer Service calls to the appropriate departments.

When a call is made to IBO/Customer Service, the following information is needed to expedite the call:

1. IBO number
2. The IBO/Member number or name of the person in question
3. Verification of address, phone number and the last four digits of the bank account or credit card number (*this is done for protection purposes*).



General Provisions

MINIMUM AGE

An IBO must be at least 18 years of age.

TERRITORIAL LIMITS

AmeriPlan® recognizes no exclusive territories. Therefore, IBOs are not limited in conducting business in any state or markets (opened) by AmeriPlan®. All states (except Alaska, Montana, North Dakota, South Dakota, Vermont and Wyoming) are open for Dental, Vision, Prescription and Chiropractic. See your IBO Support site for states that are open for AmeriPlan's Medical Benefits.

ASSIGNING/PURCHASING/SELLING AN AMERIPLAN® BUSINESS

Sales Directors may assign, purchase or sell their AmeriPlan® business. AmeriPlan® reserves the right to approve the final outcome on all assignment, purchasing, and selling of AmeriPlan® businesses.

Procedure for selling a Sales Directorship

1. Sales Directors wanting to offer their Directorship for sale must notify AmeriPlan® in writing (refer to sample letter).
2. Once AmeriPlan® receives a letter of intent to sell, AmeriPlan® notifies all of the selling Director's direct upline Sales Directors. The direct upline Sales Directors have ten days from the date of the notification letter to contact the selling Director if they choose to make an offer. The selling Director can sell to any existing Sales Director in their upline that has the same pin level or above with AmeriPlan's approval.
3. The purchasing Sales Director is required to incorporate (this is the only exception to the 12-month incorporation date policy) the purchased Directorship, and then apply for and receive an Employer Identification Number (EIN) by completing a copy of the IRS form SS-4.
4. The sale is consummated when a copy of the Letter of Agreement is signed by both seller and buyer, and submitted to AmeriPlan® with a copy of the completed Form SS-4. A check for \$100 made payable to AmeriPlan® (a Sales Directorship transfer fee), along with drafting authorization/credit card information from the buyer for the acquired Directorship should also be included.
5. The purchasing Sales Director is not allowed to sign up any new IBOs or Members into the acquired Sales Director's first level. All future activities must be generated by the existing IBOs in the acquired Sales Group after it has been purchased.

Sample "Letter of Intent"





Amendments

- **IN ORDER TO MAINTAIN A VIABLE MARKETING COMPANY, AMERIPLAN® SPECIFICALLY RESERVES THE RIGHT TO MAKE ANY AMENDMENTS OR ADJUSTMENTS IT DEEMS NECESSARY WITH RESPECT TO THE RULES, REGULATIONS, POLICIES, PROCEDURES, COMPENSATION PLAN AND/OR PRICING. ANY CHANGES ARE IMMEDIATELY INCORPORATED AS PART OF THE POLICIES AND PROCEDURES MANUAL AND/OR ALL AGREEMENTS BETWEEN AMERIPLAN® AND ITS IBOs.**

CHANNELS OF COMMUNICATION

It is the responsibility of the IBO to answer all questions asked by their downline IBOs. In the event the question cannot be answered at this level, the question should be directed to the next upline IBO. From there, any unanswered questions should be directed to AmeriPlan® IBO Services. This system of communication is established to allow efficient corporate operations. Please follow this procedure.

RSD ROLL-UPS

In keeping with our philosophy of rewarding leadership, AmeriPlan® has a qualification period for Regional Sales Director. In order to maintain the integrity of an IBO's management team and sales group, the following applies: When an IBO promotes to Regional Sales Director prior to their upline IBO, the upline IBO is given 45 days from the Regional Sales Director promotion date to qualify as a Regional Sales Director themselves. Accomplishing this keeps the new Regional Sales Director within the same downline. If this is not accomplished within the 45 day period, the new Regional Sales Director rolls up to the next available Sales Director. RSD Roll-ups do not count for pin level promotions or contests.

SENIOR RSD ROLL-UPS

AmeriPlan® also has a qualification period for Senior Regional Sales Director. In order to maintain the integrity of an IBO's management team and sales group, the following applies: When a Regional Sales Director promotes to Senior Regional Sales Director prior to their upline IBO, the upline IBO is given 90 days to qualify as a Senior Regional Sales Director. Accomplishing this keeps the new Senior Regional Sales Director within the same downline. If this is not accomplished within the 90-day period, the new Senior Regional Sales Director rolls up to the next available Senior Regional Sales Director or above. SRSD roll ups do not count for pin level promotions or contests.

NO INCOME REPRESENTATIONS

Actual or potential income representations or claims regarding the AmeriPlan® program are strictly prohibited.

CHANGING SPONSORING IBO

Changing your sponsoring IBO is not allowed. AmeriPlan® believes it necessary to preserve the security of every IBO's business as well as the relationships IBOs have worked to build with their sales organizations.

IBOs wishing to change sponsoring IBOs must voluntarily cancel and then remain out of AmeriPlan® for at least six (6) months from their cancellation date before re-joining under a different IBO. IBOs exercising this option must pay all applicable fees, including the one time registration fee, as if joining as an AmeriPlan® IBO for the first time.

Additionally, any outstanding liability from their previous IBO account must be paid.

GENERAL PROVISIONS



SIGNING UP

When offering the AmeriPlan® program to prospective IBOs or Members, you must present the program in its entirety, without omission, distortion or misrepresentation. Any additional offers, representations or agreements made by an IBO in connection with the AmeriPlan® program are prohibited and may result in termination of the IBO Benefits Agreement.

A prospect has the right to choose their sponsoring IBO. Occasionally, one or more individuals may attempt to sign up the same prospect, resulting in a dispute. In some cases, IBOs who believe they have successfully signed up a prospect may discover that the prospect is signed up under a different sponsoring IBO.

AmeriPlan® processes all applications as received, in the order received, whether by mail, facsimile, or Internet. Once the application has been entered into the AmeriPlan® system, the sponsoring IBO cannot be changed. If two or more applications are received for one prospect, the one received and processed first is recognized.

AmeriPlan® does not mediate any dispute arising over recruiting rights.

No IBO may have an ownership interest, operational or managerial control, or derive any benefit directly or indirectly from any IBO under a different sponsoring IBO than the one assigned when the IBO initially signed up with AmeriPlan®.

MULTIPLE IBOs IN A HOUSEHOLD

When an IBO's spouse, child or parent wants to also become an AmeriPlan® IBO and is living in either the same, or a separate household, they must sign up under the same IBO.

STACKING

“Stacking” occurs when an IBO assigns Members or IBOs they have personally signed up under another IBO. Stacking is done for purposes that may include, but are not limited to promotion, monetary gain and qualification for awards or contests.

Signing up new IBOs and Members results from development of a personal, professional relationship based on trust between the sponsoring IBO and the prospect. Stacking constitutes a breach of that trust.

Further, stacking is a violation of AmeriPlan's policies and procedures and is strongly discouraged. When discovered, any applications found to have been “stacked” are disqualified for any promotion, awards, contest or bonuses. Additionally, IBOs, who in the company's sole judgement are found stacking are subject to termination of the IBO Benefits Agreement.

CROSS-RECRUITING

*****IMPORTANT*****

- **AMERIPLAN® DOES NOT DISCOURAGE PARTICIPATION IN OTHER NETWORK MARKETING ORGANIZATIONS. HOWEVER, AN IBO CANNOT SIGN UP OR ATTEMPT TO SIGN UP ANOTHER AMERIPLAN® IBO INTO OTHER NETWORK MARKETING COMPANIES, BUSINESSES OR OPPORTUNITIES. IN ADDITION, NO IBO CAN PARTICIPATE IN ANY ACTION THAT ATTEMPTS TO SIGN UP OR CAUSES ANOTHER IBO TO BE SPONSORED THROUGH SOMEONE ELSE INTO ANOTHER NETWORK MARKETING COMPANY. AN IMPORTANT INVESTMENT IS MADE WHEN SPONSORING OCCURS, THUS FORMING A VALUABLE BUSINESS RELATIONSHIP BETWEEN TWO IBOs. AMERIPLAN® HAS THE RESPONSIBILITY TO PROTECT THESE RELATIONSHIPS AND REGARDS CROSS-RECRUITING AS GROUNDS FOR TERMINATION OF THE IBO BENEFITS AGREEMENT.**



AFFILIATE PROGRAMS

AmeriPlan® Independent Business Owners (IBOs) can approach other AmeriPlan® IBOs on their first level about affiliate programs that sell business-building products or services (example: leads, auto-responders, services, materials).

These IBOs cannot receive monetary compensation (cash or any item negotiable or convertible into cash) from the sponsors or others associated with these programs. IBOs can receive non-monetary compensation, such as products or services in kind; however, these cannot be converted into cash. Violation of this policy can, at AmeriPlan's discretion, result in termination of the IBO Benefits Agreement.

NATIONAL SALES DIRECTOR AGREEMENT

All Sales Directors, upon promotion to National Sales Director, agree to not participate or engage in any business that, in the sole opinion of AmeriPlan®, is competitive with AmeriPlan®, without the prior written consent of the Chief Executive Officer or President of AmeriPlan®.

VOLUNTARY TERMINATION

When an IBO chooses to resign from AmeriPlan®, a signed letter of cancellation must be submitted to the AmeriPlan® Corporate Office. Upon request, AmeriPlan® will repurchase all unopened Sales Aids within six (6) months from the date of termination at 90% of the original cost. All Sales Aids presented for repurchase must be listed on the current Sales Aids order form and in its original packaging. All unopened Sales Aids must be returned to the AmeriPlan® Corporate Office at 5700 Democracy Drive, Plano, Texas 75024. Sales Aids cannot be returned to any Regional Office. The terminating IBO loses all IBOs and Members when cancellation occurs. **AmeriPlan® does not rebuild the sales group under any circumstances.**

TERMINATION PROCEDURE

Upon verification of a material violation of the IBO agreement, Sales Director contract or Policies and Procedures Manual, AmeriPlan® may elect to terminate the offending IBO's IBO Benefits Agreement. The termination procedure is as follows:

1. AmeriPlan® sends written or verbal notice of termination to said IBO.
2. The offending IBO has thirty (30) days in which to present their case in writing for review.
3. AmeriPlan® then makes the final decision.

DISPUTE RESOLUTION

When a dispute arises between AmeriPlan® and an IBO, both parties agree to submit any dispute first to non-binding mediation at the AmeriPlan® headquarters in Plano, Texas. The expense of such mediation is borne equally by both parties. Should any dispute not be resolved through mediation, venue for any legal proceeding involving such dispute is in County and State in which the headquarters of AmeriPlan® is then located. The losing party bears the costs and attorney fees incurred by the prevailing party. All disputes are governed by Texas law.



General Contest Rules and Regulations

- All applications must be submitted in one of the following manners:
 - **Mailed Applications** - Must be received by 5:00 P.M. (CST) at AmeriPlan® on the final business day of the contest.*
 - **Faxed Applications** - Must be faxed and received by 5:00 P.M. (CST) at AmeriPlan® on the final business day of the contest.*
 - **E-Commerce** - Must be entered online before 5:00 P.M. (CST) on the final business day of contest. You must receive confirmation that the application is accepted.*

** Business received on Saturdays, Sundays and AmeriPlan® holidays counts as "received" on the next business day.*
- Applications must be active accounts when the contest period ends in order to count for the contest.
- Applications pending due to declined credit cards, incomplete applications, no drafting information, no money sent, bad account numbers, or any other reason that delays processing, do not count toward the contest.
- Applications sent in without a sponsoring IBO number or an illegible IBO number do not count for the contest.
- Postmark dates are not used for qualification deadlines. **ALL APPLICATIONS MUST BE PHYSICALLY RECEIVED AT AMERIPLAN®.**
- Upgrades and reinstatements do not count for the contest. An upgrade is an existing Member upgrading to an IBO. A reinstatement is any cancelled Member or IBO that reinstates within six (6) months of their cancellation date. Downgraded IBOs to Members also do not count under any circumstances.
- IBOs cannot re-assign any active Members or IBOs in their personal downline to other downline IBOs for any reason. Once the application is received and processed by AmeriPlan®, the sponsoring IBO on the application is not, **UNDER ANY CIRCUMSTANCES**, changed.
- AmeriPlan® may hold any prize money until all business is verified as good business. If business used to win a contest does not stay active for a minimum of six (6) months, AmeriPlan® reserves the right to chargeback all prize monies paid out or the monetary equivalent of prizes won.
- When contest winners either have an inactive status or debt liability, they receive the prize money less any money due.
- IBOs acting in any unethical manner can be disqualified from the contest at any time by AmeriPlan®.
- Rollups do not count for any contest.
- Stacking is prohibited and against company policy. When discovered, it disqualifies those applications from counting toward any awards, contests or bonuses. Stacking is defined as assigning Members or IBOs that you have personally signed up under another IBO.
- Member(s) paid for by other Members on a monthly or quarterly basis do not count for contests and promotions.
- Members of a list bill not assigned to the "IBO of Record" do not count for contests or promotions.
- Any commissions or bonuses paid for new business that is activated, but then cancels and receives a full refund, will be charged back 100% to the sponsoring IBO or any IBO who receives compensation for the piece of new business.



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