

Me2everyone.com Terms of Use (or "Membership Agreement")
11th November 2013

Welcome Notes

We are really happy that you want to become more involved in the world of Me2everyone.com and so we designed this legal agreement in a friendly way to make it easier to understand. This legal agreement is a very important document: it explains the benefits of membership, how to get more involved in promoting Me2everyone.com and some things which you can't do.

- 1.1 Me2everyone.com is a website owned by **Complete Earth Organisation SA** (or "CEOSA") which in May 2011 entered into a 30-year development and management licence agreement with an English company, **M2E Holdings PLC** (or "M2E Holdings").
- 1.2 In November 2013 both these companies assigned **Complete Earth Limited** (or "Complete Earth") the exclusive rights to run Me2everyone.com, and to generate income streams from the sale of advertising, sponsorship, Enhanced Memberships (see paragraph 2.4) and other merchandise via the M2E Store. Therefore this Membership Agreement is now being made between you and Complete Earth.
- 1.3 Me2everyone.com is an ecosystem where you are able to interact with other members, customise your experience, benefit from a share in our global income, become a registered shareholder in M2E Holdings, promote your business or favourite good cause, start a new business or become involved in shaping innovative ideas.
- 1.4 Me2everyone.com is being developed by **Complete Earth** who are also developing new features (or "M2E Apps") designed to improve your experience of Me2everyone.com.
- 1.5 Me2everyone.com is principally hosted in the United Kingdom but also uses aspects of the Cloud and a Content Delivery Network.
- 1.6 If you want to contact Complete Earth please visit the "**Help Centre**" where you will find a contact form. For your convenience if you wish to contact Complete Earth please write to:

Complete Earth Limited
Windmill Close
Bridge
Kent
CT4 5LY
United Kingdom

Membership of Me2everyone.com

- 2.1 Anyone who uses Me2everyone.com is known as a **User** and they are divided into those who view Me2everyone.com without becoming a Member (or "**Visitors**") and any of the membership types given below.
- 2.2 **Personal Members** are Visitors who complete the membership activation form, accept the terms of this Membership Agreement and also verify their email address. Personal Members are given access to a range of free features within a password-protected area, including those aspects noted in paragraph 1.3 and our **Member Rewards** concept (see paragraph Section 7).
- 2.3 **M2E Kids** (not yet launched) will be a family-based Personal Membership. We recognise that children younger than 13 are routinely using the internet and may want to use Me2everyone.com. To allow this we are creating M2E Kids for both their protection and their parents' peace of mind whilst using Me2everyone.com. M2E Kids will be a special account (see paragraph 5.2) in the name of a parent or legal guardian who then assigns a sub-account to each of their children and then oversees their use of Me2everyone.com. We will inform all members when M2E Kids is live.
- 2.4 **Enhanced Members** are Personal Members over the age of 18 who have purchased and activated the appropriate independent business licence as an **Evolution Support Member** (or "ESM") as defined in Schedule A or as an **Evolution Development Director** (or "EDD") as defined in Schedule B.
- 2.5 **Business Members** will be business entities, including sole traders, who seek to use Me2everyone.com to publicise their business or good cause using both our free and paid for services.
- 2.6 **Entertainment Members** will be professional or emerging members of the entertainment industry, including actors, musicians, authors, studios, publishers, sports stars, sports clubs or artists. Entertainment Members will require third party verification (usually your agent or legal counsel) as we seek to ensure both your publicity and privacy as required. This process also ensures that anyone who pretends to be you can be identified and removed from Me2everyone.com.
- 2.7 Personal Members, Enhanced Members, Business Members and Entertainment Members are collectively known in this Agreement as "**Members.**"

Additional Notes about this Agreement

- 3.1 We may amend this Agreement at any time and without prior notice to Users, although we shall endeavour to inform our Members via the relevant news channel prior to any amendments being published.

- 3.2 Your continued use of Me2everyone.com following any amendment to this Agreement constitutes your agreement to be bound by and your acceptance of such amendments. You should therefore review this Agreement regularly.
- 3.3 In order to help you identify the most current Agreement, we shall date the current version.
- 3.4 If you do not agree to accept and be bound by this Agreement and to abide by all applicable laws, you must stop using Me2everyone.com immediately.
- 3.5 This Agreement, and any posted amendment to this Agreement, shall remain in full force and effect while you use Me2everyone.com or remain a Member. You may cancel your Membership at any time, for any reason, by using the password-protected system in the **Create** App. In the event that your account has been compromised by a third party (from, say, a shared computer) and cancelled without your knowledge or if you cancel your account by mistake, this may be re-instated by contacting us via the Help Centre.
- 3.6 Where in this Agreement the words: “we”, “our” or “us” are given, reference shall mean Complete Earth unless a specific company is named.
- 3.7 This Agreement is written in English and if any translated version of this Agreement conflicts with the English version, the English version takes precedence.

Licence to use Website

- 4.1 You may view, download for caching purposes only and print pages from Me2everyone.com for your personal use only, subject to the restrictions set out below and elsewhere in this Agreement.
- 4.2 You agree not to:
- Republish any part of Me2everyone.com (including news items, photos or profile information of other members) on any other website, without the written consent of the Content owner, whether for commercial or personal reasons;
 - Use our logo or name in any way which may harm our public image or infringe the rights of others (see section 8 of this Agreement);
 - Sell, rent or sub-license any material from Me2everyone.com;
 - Have two or more active Personal Member accounts.

Age Restrictions & Eligibility

- 5.1 Personal Membership of Me2everyone.com is restricted to Users of the age 13 and above. Your membership may be terminated without warning and your profile deleted if we believe that you are under the age of 13 (unless you are using an M2E Kids account, see paragraph 5.2) or if we believe you are over the age of 18 and represent yourself as someone under the age of 18.
- 5.2 If, as a parent or guardian you have a child younger than the age of 13 and they want to become a Personal Member or if you have a child younger than 18 and you want to have the safeguards of paragraph 5.4, then you will need to create an M2E Kids account (see paragraph 2.3) or convert your own Personal Member account into an M2E Kids account. **We are working toward the development of this feature and will update all members when the feature is ready.**
- 5.3 An M2E Kids account will be a membership account designed for families. To open an M2E Kids account you will certify that you are aged 18 or older and that you are the parent or legal guardian of the child or children that you wish to add to your account.
- 5.4 By adding any children to your M2E Kids account you give them permission to access different areas of Me2everyone.com, including setting up of their own profile with their own password protection, finding friends and interacting with them (the parent or guardian needs to approve all friends by entering their password), loading photos and videos or playing games when they become available. Each of your children will have their own account within M2E Kids As a parent or guardian you will have full access to your child's account and you can set their privacy settings, personal information settings, advertising settings, monitor friendships and interactions and customise features they can and cannot see. It is your responsibility to ensure they are safe while using Me2everyone.com, that they are fully aware of the Police App which enables them to report any suspicious behaviour, such as unwanted attention from adults or cyber bullying and that they adhere to this Agreement. Your children may recruit their friends and benefit from Member Rewards as per section 7 of this Agreement.
- 5.5 By using Me2everyone.com, you also represent and warrant that:
- all registration information you submit is truthful and accurate;
 - you will maintain the accuracy of such information; and
 - your use of Me2everyone.com does not violate any Applicable Law (the laws of the country where you reside).

Passwords

- 6.1 When you become a Member, you will also be asked to choose a password. We encrypt all passwords as part of our security measures and no one in Complete Earth shall know your password, nor shall we ask for it. You are responsible for keeping your password confidential. You agree not to use the account, username, email address or password of another Member at any time or to disclose your password to anyone else.
- 6.2 You agree to notify us immediately if you suspect any unauthorised use of your Member account or access to your password. You are solely responsible for any and all use of your Member account.

Member Rewards

- 7.1 Me2everyone.com uses an internal points-based currency called the **Metoo** and this may only be used within the Me2everyone.com ecosystem. Metoos have a zero value and may be transferred freely at no charge between Members on the basis that you agree not to sell your Metoos to any User for financial gain.
- 7.2 In the future Metoos will be used as partial payment against selected items in the M2E Store. They may also be converted into **Registered Shares** in M2E Holdings PLC (see paragraph 7.14). Metoos also give you a benefit from the **Metoo Pool** (see paragraph 7.10).
- 7.3 When you become a Member we give you 200 **Metoos** and these may be found in the M2E Bank app. You may also earn additional Metoos in a number of ways which are explained in this Agreement or the Members' area.
- 7.4 When you become a Member we give you a unique URL link that ensures anyone who visits your URL link and subsequently becomes a Member of Me2everyone.com becomes linked to you for the life of their membership. We call these people your **Linked Members**.
- 7.5 Your Linked Personal Members earn you a bonus of 600 Metoos when they verify their email address.
- 7.6 If any of your Linked Members subsequently make a purchase from Me2everyone.com, (of which an indicative list of merchandise and services offered via Me2everyone.com can be found in Schedule B, paragraph 13), you receive up to 10% in commission. This varies depending on the product type. For example, if one of your Linked Members:
- purchases advertising space as a Business Member, this would give you 10% commission;
 - purchases any merchandise or third party offers from the M2E Store, this may produce a lower commission and this will be communicated to Members when the merchandise or third party offer is available in the M2E Store;
 - purchases an Enhanced Membership, this produces a zero-rated commission on their upgrade fee and instead provides the commissions expressed in paragraphs 7.7 to 7.9 inclusive.

Finder Reward

- 7.7 If any of your Linked Members decide to become an Enhanced Member as an EDD we give you 0.50% commission from every sale their business generates via the EDD or their assigned ESM network.
- 7.8 If any of your Linked Members decide to become an Enhanced Member as an ESM we give you 1.00% commission from every sale their business generates.
- 7.9 If, prior to finding such Enhanced Members, you are an EDD or an ESM the commissions expressed in paragraphs 7.7 and 7.8 are doubled. Information relevant to Enhanced Members can be found in Schedules A and B.

Metoo Pool

- 7.10 The Metoo Pool is designed to reward **Active Members** of Me2everyone.com. An Active Member is defined as a Member whose account is not dormant (see paragraph 7.12), suspended or terminated. Every month up to 3% of Complete Earth's global sales will be paid into the Metoo Pool which is then shared on a pro-rata basis between all Members in relation to the Metoos they hold. This benefit will be shown in the M2E Bank app of your membership account.
- 7.11 Within the M2E Bank feature you will be able to connect to our preferred payment processor(s) and enjoy seamless payment of commissions and/or benefits from the Metoo Pool. However on all payments due to you from Complete Earth you agree to pay the third party payment processing fees or bank fees, if any. Payments to you may be subject to a minimum balance and this will be shown in the M2E Bank.
- 7.12 If you do not log into your Members Account for a period of 90 consecutive days Complete Earth reserves the right to place your account into a dormant state. If this happens you will continue to receive bonus Metoos as per paragraph 7.5 and any commissions as per paragraph 7.6 to 7.9 inclusive. However you will not receive any benefits from the Metoo Pool as per paragraph 7.10.
- 7.13 If your account enters into a dormant state you can re-activate it by logging into Me2everyone.com and following the instructions given.

Converting Metoos into Registered Shares

- 7.14 Your Metoos can also be converted into registered, ordinary shares of £0.01 each in M2E Holdings (or "**Registered Shares**") under a private agreement with CEOSA. To achieve this:
- log-in to your Members account;
 - click the M2E Bank app;
 - check whether CEOSA has released any of its shares in M2E Holdings for free transfer;
 - decide the number of Metoos you wish to convert at the prevailing Metoo Conversion Rate (or "MCR") which is decided every day by CEOSA; and
 - follow the on-screen instructions, noting that you will need your password to complete any conversion.
- 7.15 CEOSA will at its sole discretion decide what the MCR shall be on any given day and also how many Registered Shares it wishes to release to Members. When a block of Registered Shares has been exhausted (IE transferred to Members), CEOSA will carefully consider when to release a new block of Registered Shares.

- 7.16 Upon conclusion of the transaction CEOSA destroys any Metoos it receives.
- 7.17 Members who convert their Metoos into Registered Shares will receive a share certificate (via PDF download) in M2E Holdings PLC entitling them to various rights as a Registered Shareholder including, but not limited to a Dividend (see paragraph 7.22). At the time these Registered Shares are legally transferred to you they are fully paid-up (meaning that you do not have anything to pay for them).
- 7.18 As a Member you understand that the issue of additional shares to CEOSA is governed by a legal agreement signed 15th May 2011 between CEOSA and M2E Holdings PLC which effectively gives CEOSA a total of 1.195bn Registered Shares for technology licensing and business development, subject to various achievements being completed. You also accept that the agreement referred to in this paragraph makes it possible for M2E Holdings to issue 400,000,000 ordinary shares to investors at the sole discretion of the directors without any additional reference to the shareholders. If you object to this, please do not become a shareholder.
- 7.19 It is your responsibility to ensure that all information provided in the M2E Bank app (and in your profile) is correct and legal.
- 7.20 If you wish to convert your Metoos into Registered Shares in the name of a company or for another person please ensure they have a Members account first and then transfer Metoos to them. If you wish to transfer your Registered Shares to anyone under the age of 18 you are recommended to take financial advice first. If you wish to transfer your Registered Shares to anyone under the age of 13 (and therefore not able to become a member) please contact Me2everyone.com first.

Notice to Children who are Members

- 7.21 If you are a Member and also 17 years old or younger you are permitted to hold Registered Shares in your own name and take a **Dividend** (see paragraph 7.22) if one is declared. The Registered Shares belong to you and no adult, not even your parents or guardian may sell or transfer your shares. However you may find it difficult to sell your Registered Shares before your 18th birthday.

Dividends on Registered Shares

- 7.22 All holders of Registered Shares are entitled to payment of a Dividend if one is declared. A Dividend may be declared at the sole discretion of the directors of M2E Holdings and this is usually linked to profits within M2E Holdings. Any Dividend awarded will be added to your Members account in the M2E Bank app. Take note that before Me2everyone.com begins formal commercial trading, dormant accounts will be filed for M2E Holdings and no Dividend will be declared.

Selling Registered Shares

- 7.23 If you wish to sell some or all of your Registered Shares you must first offer these to M2E Holdings who may at its sole discretion accept or decline to purchase them. If M2E Holdings has declined to purchase your Registered Shares you may sell to any other person or entity. You accept that before Me2everyone.com begins formal commercial trading that selling your Registered Shares will be difficult, if not impossible.
- 7.24 You accept that the directors of any Me2everyone.com related company are not authorised to purchase Registered Shares which you may seek to offer them and you therefore agree not to demand that the directors purchase your Registered Shares.
- 7.25 Complete Earth is exploring the legal aspects of developing a third-party M2E App as a share centre where you will be able to sell your Registered Shares in M2E Holdings to other Members. When completed and prior to M2E Holdings achieving a stock market listing, this will become the exclusive channel for buying and selling Registered Shares in M2E Holdings.

Other Aspects

- 7.26 Members who acquire Registered Shares in M2E Holdings do so on the understanding that the directors of M2E Holdings are not responsible for the running of the license for Me2everyone.com and, therefore, have no control over the features or sales generated by Me2everyone.com. Members also understand that both CEOSA and Complete Earth are separate business entities and that their shareholding in M2E Holdings does not give them a shareholding in either CEOSA or Complete Earth.
- 7.27 Both CEOSA and M2E Holdings generate an income based upon the success of Complete Earth. If Complete Earth is not achieving a prescribed level of success, CEOSA may at its sole discretion seek the removal of Complete Earth as the license holder or seek to appoint personnel to Complete Earth who are able to achieve such success.
- 7.28 In 2014 this Members Agreement will be updated to limit the automatic right of Members to become shareholders as per Paragraph 7.14. More focus will be given to the Metoo Pool, whilst the right to become a shareholder will become a privilege of those Members who positively help Me2everyone.com.

Metoo Deception

- 7.29 If for any reason it is suspected that a Member has acquired Metoos by deception including (but not limited to):
- the establishment of fake membership accounts;
 - the establishment of secondary accounts using their name with a different email address, or;
 - members who receive Metoos from several interconnected membership accounts into their own membership account;

the Member concerned and any connected membership accounts will be suspended and investigated. The Member may appeal such suspension. Complete Earth offers no time limit on how long this suspension may last, but if the investigation shows that there is sufficient belief that a deception has occurred, Complete Earth may at its discretion terminate the involved membership accounts and cancel the

associated Metoos. (See also Paragraph 7.32).

- 7.30 If any Member who acquired Metoos by deception has converted those Metoos into Registered Shares via CEOSA (see paragraph 7.14) then CEOSA may cancel the transaction, resulting in any share certificate involved in the transaction being declared void.

Additional Agreements under Member Rewards

- 7.31 In seeking to benefit from the Members Rewards as detailed in this section 7 you agree:
- To only create one Personal Member account for yourself;
 - Not to register as a Member using your own URL link, using different email addresses or aliases;
 - Not to register the names of other people without their express written permission;
 - Not to register the names of any known personalities, fictitious people, dead people, family pets or other animals, inanimate objects, or impersonate any person or entity;
 - Not to seek to register a Member account with the intention to spam, attempt to defraud, bully or harass any other member;
 - Not to bring Me2everyone.com, its directors, employees or support personnel into disrepute whether orally or in writing in any media (including, but not limited to websites, forums, blogs, newspapers);
 - Not to breach the confidential aspects of this Agreement;
 - To observe the Me2everyone Brand Marketing rules of Section 8 of this Agreement.
- 7.32 If you breach any of these conditions we may cancel your Metoos, remove offending profiles and/or suspend or bar your access to Me2everyone.com and, if appropriate, declare void any share certificate resulting there from. We also reserve the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorised use of Me2everyone.com.
- 7.33 In the event of your death or long-term illness you may want your account to be accessed by an Authorised Second Contact and this becomes possible in the Create App. You need to provide some basic information including their name and email address. You also need to create a passcode that only they are aware of. In the event of your death or long-term illness we will only take instructions from the person you nominate on the basis they use the email address and passcode you provide. In all such access requests we may require a death certificate or medical certificate. When a request is made we will endeavour to contact you first to confirm these facts. Please let your Authorised Second Contact know that we intend no disrespect, but we have to be completely sure of these facts.
- 7.34 The procedure in paragraph 7.33 will enable your Authorised Second Contact to transfer Metoos or delete any personal information leading to your account being cancelled. However the transfer of Registered Shares undergo a different process which will be explained to your Authorised Second Contact.
- 7.35 For your Authorised Second Contact we recommend a family solicitor but this is ultimately your choice.

Me2everyone Brand Marketing

IF YOU INTEND TO SEEK TO RECRUIT MEMBERS FOR ME2EVERYONE.COM PLEASE READ THIS SECTION CAREFULLY.

- 8.1 You accept that the companies (and personnel connected to them) involved in the development of Me2everyone.com have invested a good amount of time and resources to the development of the Me2everyone Brand (comprising the names, logos, trademarks and copyrights of M2E Evolution, Me2everyone.com and our Recognised Partner Network as per paragraph 10.17). You also accept as a Member to help ensure the integrity and protection of this Brand and to do nothing which will bring the Brand into disrepute.
- 8.2 Under Member Rewards (Section 7) you are hereby granted a limited, revocable licence to use the Me2everyone.com brand name as part of any promotional effort in order to seek additional Metoos and potential commissions from recruiting other Members.
- 8.3 You agree to only use marketing materials approved for use by Complete Earth which shall appear in an M2E App called 'Recruitment Centre.' However before the Recruitment Centre is completed you may use any marketing materials which you create personally by first seeking the permission of Complete Earth. You accept that Complete Earth may amend your marketing materials to ensure they comply with this Me2everyone Brand Marketing Policy and to ensure they are factually correct.
- 8.4 In seeking marketing channels for Me2everyone.com you agree only to select those channels which shall enhance the Me2everyone brand name and seek to avoid any channel which may give non-Members the wrong idea about Me2everyone.com. In particular you may not market Me2everyone.com or seek members from any marketing channel which:
- promotes or incites racism, bigotry, hatred or physical harm of any kind against any animal, group or individual;
 - exploits people in a sexual manner or is an adult-themed sexual website;
 - harasses or advocates harassment of another person;
 - constitutes or promotes information that you know is false or misleading;
 - promotes any form of illegal activity;
 - involves the transmission of junk mail, email spam or chain letters;
 - is an activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorised use of or access to a computer or a computer network;
 - uses computer scripts to add friends, send comments, messages or any other interaction permissible within Me2everyone.com;
 - is or could be considered to be a Ponzi scheme or High Yield Investment Program (HYIP).

- 8.5 If you market the Me2everyone.com brand in any way which is either misleading to prospective Users, makes false or unsound and speculative promises, is marketed via any channel forbidden in paragraph 8.4 or leads prospective Users to believe that Me2everyone.com is anything more than it patently is, then we reserve the right to suspend or terminate your Members account, reverse or cancel any Member Rewards you have gained from such an infraction including commissions, Metoos and/or Registered Shares and to also seek damages against you via the courts.
- 8.6 If you are unsure as to whether a marketing channel may violate paragraph 8.4 please contact Complete Earth or your assigned ESM or EDD (as per paragraph 2.4) to seek clarification before you begin your marketing of Me2everyone.com and wait for their written approval before you commence any marketing via the proposed channel.

Interaction with Other Users

- 9.1 Me2everyone.com enables you to interact with other Users subject to their privacy settings and whether you are connected to them. Such interactions will include, without limitation, the M2E Answers community, M2E Message Streams, Feedback and Discussion tools connected to various M2E Apps and Games.
- 9.2 Where group discussions can occur such as M2E Answers and M2E Plaza we ensure that anyone who is being abusive or otherwise breaches this Agreement can be reported and investigated with relevant action taken to either remove the posting, suspend their use of that M2E App, suspend their membership of Me2everyone.com or take other measures as we deem appropriate. Although we will seek to attend to this quickly we cannot guarantee that the User will be investigated immediately.

Member Content

- 10.1 Complete Earth is seeking an open and friendly membership model which is safe for children and where Me2everyone.com is used as an ecosystem for communication, business development, self improvement, knowledge acquisition and to create innovative ideas, across every country on the planet. We accept Users and Members from every religion, belief and political background and enable Members to place Content on Me2everyone.com subject to this Section 10.
- 10.2 “**Content**” may be photos, video, sounds, music, links, contact information or any other information which Members add to their profile.
- 10.3 You agree that the Content provided by you is your own Content or licensed to you and does not breach the privacy rights, publicity rights, contract rights, copyright, trademark or confidential information of any other person or entity. You agree that such Content does not represent you as someone else (such as a celebrity) and you agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of the use of any Content posted by you on or through Me2everyone.com. If you choose to use Content not owned by you, you indemnify us against the costs of any alleged misuse and any legal proceedings brought against us.
- 10.4 Please choose carefully the Content that you decide to place on Me2everyone.com as this may be seen by other Users (depending upon your privacy settings). Your Me2everyone.com profile may not include any **Prohibited Content** as per paragraph 10.16 but if you decide to ignore this requirement we assume no responsibility or liability for such Content. We will however act swiftly to suspend your account when we become aware of any Prohibited Content you have posted on Me2everyone.com.
- 10.5 If you become aware of any Content provided by any User that violates paragraph 10.3 or paragraph 10.16 of this Agreement you are requested to report such Content to us using the link to the Police App. Please ensure that when you are reporting such Content that you have good reason, otherwise we may at our absolute discretion impose limits on your Me2everyone.com account. For instance it has been known for Members to report harmless Content due to a private dispute between Members and this is a waste of our resources and available time.
- 10.5 We may reject, refuse to post or delete any Content for any reason including, but not limited to, Content that in our sole judgement violates this agreement or which may be offensive, illegal, or violates the rights of any person or entity, or harms or threatens the safety of any person or entity.
- 10.6 You are solely responsible for the Content that you post on Me2everyone.com, any Content that you send to other Members via Me2everyone.com and for your interactions with other Users.
- 10.7 Complete Earth will routinely search for inappropriate Content but we assume no responsibility for finding such Content before it is reported as inappropriate by our Members.
- 10.8 We do not claim any ownership rights in Content provided by you and after posting Content on Me2everyone.com you retain all such rights of ownership subject to the license given to us below:
 - a. You hereby grant us the licence to use, modify, delete from, add to, publicly perform, publicly display, reproduce and distribute such Content solely on Me2everyone.com.
- 10.9 The license you grant to us in respect of your Content is:
 - a. non-exclusive (meaning you are free to license your Content to anyone else in addition to us);
 - b. fully-paid and royalty-free (meaning that we are not required to pay you or anyone else deriving rights from you for the use of any Content you place on Me2everyone.com);
 - c. sub licensable (so that we are able to use our affiliates, subcontractors and other partners such as content delivery networks and wireless carriers to provide Me2everyone.com websites); and
 - d. worldwide (because Me2everyone.com is global in reach).

- 10.10 You may seek to extend this license to other Complete Earth websites or other **Complete Earth Media** (including, but not limited to, M2E Evolution brochures, Complete Earth presentations and Complete Earth advertisements) using our **Faces App** when it is launched. You will be given the right to determine which Content we can use, where and for what duration. Where we seek to use your Content in Complete Earth Media we will first ask your permission, subject to this section of the Agreement and shall compensate you with an award of Metoos at a level chosen by us and agreed by you.
- 10.11 We will not sell, rent, lease, trade, barter or give away any Content provided by you on Me2everyone.com to any third party.
- 10.12 When you remove your Content from Me2everyone.com or mark such Content as “private” we will cease distribution as soon as practicable, and at such time when distribution ceases, the license will terminate. After we have distributed your Content via Complete Earth Media, we shall not be liable to recall your Content already released, but we shall endeavour to replace such Content in Complete Earth Media as soon as practicable.
- 10.13 Notwithstanding the foregoing, you understand and agree that once Content is distributed via Me2everyone.com or Complete Earth Media, we are under no obligation to delete or ask other Users to delete that Content, and therefore it may continue to appear and be used indefinitely. As an example:
- a. Another User may decide to save an image from your Content and use this for their purposes and you acknowledge that we have no way to prevent this from happening, other than to set out limitations within this Agreement as per paragraph 4.2a.
- 10.14 Me2everyone.com contains Content of Users and other licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell, rent, lease, trade, barter, use or give away any of the Content you find on Me2everyone.com to any third party without the express written permission of the Content owner.
- 10.15 We reserve the right to limit the storage space for the Content that you place on Me2everyone.com to 50 MB. You may earn additional 50 MB blocks of capacity either as a reward for helping recruit new members, upgrading to an Enhanced Membership, opening a Business Membership or using your Metoos as directed by the **Media Wall** app.

Prohibited Content

- 10.16 In addition to the foregoing paragraphs of this Section 10 you agree not to place Content on Me2everyone.com which:
- a. contains pornography or seeks to exploit Users in a sexual or violent manner;
 - b. incites racism, bullying, harassment, physical harm to any group or individual;
 - c. harasses or advocates harassment of another person;
 - d. is defamatory or libellous in any way;
 - e. contains the image of any User without that person's consent;
 - f. promotes an illegal or unauthorised copy of another person's copyrighted work such as providing links to pirated video, music or computer programs or providing information designed to circumvent manufacturer-installed copy-protect devices;
 - g. links to or otherwise promotes adult websites (pornography), so-called High Yield Investment Programs (HYIP), pyramid schemes or advance fee frauds (419 scams);
 - h. involves the transmission of junk spam or chain letters via email or M2E Message Streams;
 - i. advertises any product or service to Users without written permission from Complete Earth;
 - j. solicits personal information from anyone under 18 years old;
 - k. solicits passwords or personal identifying information from other Users;
 - l. publicly posts information that creates a privacy or security risk to any User;
 - m. seeks to solicit an inappropriate or unlawful relationship with another User;
 - n. constitutes or promotes information that you know is false or misleading;
 - o. involves the use of viruses, Trojans, bots, worms, logic bombs or any other computer code, files or programs that attempts to prevent the proper working of Me2everyone.com or else seeks to gather Content belonging to other Users;
 - p. attempts to gain unauthorised access to Me2everyone.com, our servers or any server, computer or database connected to Me2everyone.com. You must not attack Me2everyone.com website via a denial-of-service attack or a distributed denial-of service attack.
 - q. seeks to sell or otherwise transfer your Member profile or unique URL link;
 - r. promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
 - s. uses Me2everyone.com in a manner inconsistent with any and all Applicable Law.

Complete Earth Content

- 10.17 Me2everyone.com contains Content of Complete Earth and our **Recognised Partner Network** including, but not limited to:
- a. Complete Earth LLC
 - b. CEOSA
 - c. M2E Holdings PLC
 - d. Me2everyone Members Support Limited
 - e. Me2everyone / Complete Earth companies incorporated by EDDs.
- 10.18 Such Content as per paragraph 10.17 is protected by copyright, trademark, patent, trade secret and other laws, and relevant companies within our Recognised Partner Network who retain all rights to such Content.

- 10.19 You are hereby granted a limited, revocable, non-sub-licensable license to reproduce and display Me2everyone.com Content (excluding any software code) solely for your personal use in connection with viewing Me2everyone.com website and using M2E Apps. For the avoidance of doubt, any news update provided within the Members area is considered confidential and may not be used outside of Me2everyone.com.

Protecting Copyrights and Intellectual Property

- 11.1 We respect the intellectual property of others, and require that our Users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. It is our policy to terminate, in appropriate circumstances, the membership of any Member who repeatedly infringes this requirement.
- 11.2 If you believe your work has been copied and posted on Me2everyone.com in a way that constitutes copyright infringement, please contact us with a notice of the claimed infringement together with all of the following information:
- identification of the copyrighted work claimed to have been infringed, including the URL where the infringement was seen;
 - information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
 - a statement by you that you believe that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner, and;
 - your physical or electronic signature.

Member Disputes

- 12.1 You are solely responsible for your interactions with other Me2everyone.com Users. We reserve the right, but have no obligation, to become involved in any way with such Member disputes.

Advertising on Me2everyone.com

- 13.1 M2E Business Spaces™ will soon be available to all Personal Members subject to the acceptance of our **Advertising Policy**.
- 13.2 As a Member you will be given access to the **M2E Advertising** app from where you can manage the advertising which you see while you (or your children, if using M2E Kids) use Me2everyone.com
- 13.3 When the M2E Advertising App arrives Members may, for a small fee (which may be paid as Metoos), significantly reduce the level of third-party advertising they see. Such fee will also enable you to display your own **Commercial Content** or promote good causes on your profile page, which will be seen by anyone accessing your profile page. Such fee automatically covers any connected accounts in M2E Kids.
- 13.4 Prior to the arrival of the M2E Advertising App your Personal Profile contains features which enable you to upload photos or embed a video. We understand that you may wish to display Commercial Content in these areas.
- You are hereby permitted to display Commercial Content on your Personal Profile, free from any charge by Complete Earth until the arrival of the M2E Advertising App.
 - Such Commercial Content must be in strict adherence to Paragraph 10.16
 - If you choose to ignore Paragraph 13.4b we shall request you to remove any Commercial Content, failing which we will suspend your account at our sole discretion.

Third Party Services

- 14.1 Services created by third party developers may be available on Me2everyone.com including games platforms and other applications. These may or may not appear within the Me2everyone.com domain. When you use a third party service, you are interacting with the third party and not Me2everyone.com. Complete Earth will make every possible investigation to ensure that a third party offers a fair and reasonable service to our Users but we cannot guarantee nor necessarily enforce anything upon them which is outside of any agreement we hold with them. Complete Earth encourages you to only provide personally identifiable information to third parties if you know and are comfortable with the party with whom you are interacting.

Additional Member Requirements

- 15.1 Members are given access to Member Rewards which may lead to you becoming a **Registered Shareholder**, whereupon you have a duty to ensure M2E Holdings and Me2everyone.com remains a safe and secure environment for all our Users.
- 15.2 As a Member you agree not to bring Complete Earth or any member of our Recognised Partner Network, Me2everyone.com, our directors, personnel or other Members into disrepute.
- 15.3 You agree to improve the global image and perception of Me2everyone.com.
- 15.4 You agree that you shall notify us in writing immediately that you become aware of any misuse of the Me2everyone brand name, colours, logos, Trademarks, news updates from within the Members area of Me2everyone.com or any breach of this Agreement by any person or company.

- 15.5 You agree to ensure that your current contact details are kept up to date at all times by using the **Create** app within Me2everyone.com for such updates. You agree that we cannot be held responsible if you have changed your contact details and not updated your profile.
- 15.6 Upon notification of commissions due to you from Member Rewards (Section 7), you will ensure that we hold accurate information that enables us to correctly send payments to you.
- 15.7 You agree and understand that any payments you receive from Complete Earth may be liable to taxes or other official payments and it is your responsibility to declare such payments to the relevant tax collection authority in your country. You acknowledge that Complete Earth is unable to provide you any advice in relation to taxes which may be due.

Suspension and Termination of this Agreement

- 16.1 We will determine at our discretion whether there has been a breach of this Agreement by you during or at any time after you terminate your Membership of Me2everyone.com. When a breach of this Agreement has occurred we may take such action as we deem necessary which may include any of the following:
 - a. immediate, temporary or permanent withdrawal of your right to use Me2everyone.com;
 - b. immediate, temporary or permanent removal of any Content you have placed on Me2everyone.com;
 - c. issue of a written warning to you or commence legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - d. disclosure of such information to law enforcement authorities as we reasonably feel is necessary;
 - e. any other action we reasonably deem appropriate.
- 16.2 In such circumstances where the relationship between us has broken down we reserve the right to cancel your Metoos and any other benefit under Member Rewards and refund any money paid to us by you at our absolute discretion. For example in cases where you have bought merchandise or advertising and we have provided the merchandise or published advertising there shall be no refund.
- 16.3 In addition, we reserve the right, at our sole discretion to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of Me2everyone.com if we determine that you have violated this Agreement or pose a threat to Complete Earth, our Recognised Partner Network, Me2everyone.com, our Users, our personnel, our suppliers and/or the public. Even after your Membership is terminated, this Agreement will remain in effect.

Restricted access

- 17.1 We give no guarantee that Me2everyone.com will be available at all times. There may be times when maintenance is required or technical difficulties are experienced. Whilst we will do our best to resolve any access issues as quickly as possible, we do not accept any liability in respect of the unavailability of Me2everyone.com.
- 17.2 We reserve the right to restrict your access to areas of Me2everyone.com, at our discretion.
- 17.3 If we provide you with a user ID and password to enable you to access restricted areas of Me2everyone.com or other content or services, you must ensure that that user ID and password are kept confidential. When appropriate we may disable your user ID and password without notice.
- 17.4 Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that Me2everyone.com remains available or that the Content is kept up-to-date.
- 17.5 We do not pre-approve Content placed on Me2everyone.com by Personal Members, nor can we guarantee that any User is who they say they are. We are not responsible for any Content uploaded by a user or any transactions entered into between Users. We have no control over how a User will collect or store your personal information.
- 17.6 To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to Me2everyone.com and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Limitations of Liability

- 18.1 You agree not to hold Complete Earth or our Recognised Partner Network liable for any fraud, hardship, illness or death resulting from any interaction with any User of Me2everyone.com.
- 18.2 Subject to this, our liability to you in relation to the use of Me2everyone.com website or under or in connection with this Agreement (including that of our directors, employees, workers or agents), whether in contract, tort (including negligence) or otherwise, will be limited as follows:
 - a. to the extent that Me2everyone.com and the majority of information and services on Me2everyone.com are provided free-of-charge, we will not be liable for any loss or damage of any nature;
 - b. we will not be liable for any consequential, indirect or special loss or damage;
 - c. we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;
 - d. we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control.

- 18.3 In any respect our liability to you shall be limited to the amount paid by you in respect of the purchase of any goods or services from us. This does not include any goods or services from other Users or third parties in respect of which we shall have no liability.
- 18.4 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer or telephone equipment, computer programs, data or other proprietary material due to your use of Me2everyone.com or to your downloading of any material posted on it, or on any website linked to it. We strongly recommend that all Users have appropriate Antivirus software installed on their computers and connected devices.

Indemnity

- 19.1 You hereby indemnify us and undertake to keep us, our Recognised Partner Network and each of their directors, officers, agents, contractors, suppliers and employees indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of or in connection with any breach by you of any provision of this Agreement, or arising out of any claim that you have breached any provision of this Agreement, or any enforcement action taken by us against you in respect of such breach.

Breaches of this Agreement

- 20.1 Without prejudice to our other rights under this Agreement, if you breach this Agreement in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to Me2everyone.com, prohibiting you from accessing Me2everyone.com, blocking computers using your IP address from accessing Me2everyone.com, contacting your internet service provider to request that they block your access to Me2everyone.com, bringing court proceedings against you and/or (in the cases of suspected criminal offences under the Computer Misuse Act 1990) we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

Links from Me2everyone.com

- 21.1 Where Me2everyone.com contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Variation and Waiver

- 22.1 We may amend this Agreement from time-to-time and such amendments will apply to your use of Me2everyone.com from the date of the publication of the amended Agreement on Me2everyone.com. Please check this page regularly to ensure you are familiar with the current version. Your continued use of Me2everyone.com after any amendment to this Agreement shall imply your acceptance of the Agreement.
- 22.2 Our failure or delay in enforcing any right or provision set out in this Agreement shall not constitute a waiver of such right or provision.

Assignment

- 23.1 We may transfer, sub-contract, or otherwise deal with our rights and/or obligations under this Agreement without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under this Agreement.

Severability

- 24.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, all other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision shall continue in effect.

Exclusion of third party rights

- 25.1 This Agreement is for the benefit of our Users, Complete Earth and our Recognised Partner Network. It is not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to this Agreement is not subject to the consent of any third party.

Entire Agreement

- 26.1 This Agreement together with the Schedules and documents referred to herein, constitute the entire agreement between you and us in relation to your use of Me2everyone.com, and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

- 27.1 This Agreement will be governed by and construed in accordance with English law, and any disputes relating to this Agreement will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Disclaimers

- 28.1 User Content does not necessarily reflect the opinions or policies of Complete Earth.
- 28.2 User Content and profiles may contain links to other websites or services, which may be in breach of this Agreement. We are not responsible for the Content, accuracy or opinions expressed on such websites and services which are not necessarily investigated, monitored or checked for accuracy or completeness by us.
- 28.3 We shall seek to ensure that only reputable Business Members use Me2everyone.com but inclusion of any linked website or service on Me2everyone.com does not imply approval or endorsement of that linked website or service by us. When you access those third party sites and services, you do so at your own risk. We take no responsibility for third party advertisements that are placed on Me2everyone.com nor do we take any responsibility for any goods or services provided by those third parties.
- 28.4 We are not responsible for the conduct, whether online or offline, of any User of Me2everyone.com
- 28.5 If you are seeking an Enhanced Membership, Business Membership or intend to purchase merchandise or otherwise spend money with Complete Earth you acknowledge that you will be required to accept additional agreements. You understand that these are optional, paid-for services and products and any refusal by you to acquire these services or products shall have no detrimental effect on your use of Me2everyone.com.

Final Agreement

- 29.1 You agree that under this Agreement we reward those members who seek to place good Content on Me2everyone.com and also engage in helping Me2everyone.com to become more successful and respected in the world. You recognise and accept that this is a very large project and you agree that any dates given for the launch of any new features are target dates only. You recognise that we may suffer from technical delays that may be beyond our reasonable control.
- 29.2 You agree to assist us wherever possible, ensure that you report Members who are casting doubt on Me2everyone.com or seeking to damage our reputation and in return we will work hard to ensure we develop the best possible User experience.
- 29.3 You agree that you have read this Agreement, taking legal advice where necessary, and accept all of the provisions contained herein and (if relevant to your use of Me2everyone.com) the Schedules to this Agreement and any additional policies.

Schedule A – Evolution Support Member (ESM)

1. Welcome to the Evolution Support Member pages of the Membership Agreement. The information in this Schedule A is only relevant to you if you have applied to become an Evolution Support Member (or “ESM”) and you meet these five requirements:
 - a. you are aged 18 or older;
 - b. you accept this Schedule A in addition to the Membership Agreement;
 - c. you have paid a **License fee** of £39.95 (plus any relevant tax) to Complete Earth or else have a written waiver from Complete Earth not requiring it;
 - d. you have received written notification from us that you are now an ESM; and
 - e. you have agreed to pay your assigned Evolution Development Director (or “EDD”) a monthly support fee of £29.95 (plus any tax).
2. If you wish to cancel your request to become an ESM you may do so within 7 days of the notification (as per paragraph 1d) being issued to you and receive a full refund of any payment made in paragraphs 1c and 1e, whereupon this Schedule A will no longer be applicable to you and your ESM status will be revoked.
3. Under special circumstances at the sole discretion of Complete Earth paragraphs 1c and 1e may be waived.
4. In this Schedule A we use some terms which may be unfamiliar to you. Definitions are set out below:

Achievement Pool

For each £2,000 worth of sales generated in both your ESM Network and your Extended Network you will be given one non-expiring point in Achievement Pool. Every sale across our global network results in a maximum 1% commission (net) being paid into the Achievement Pool. The combined sum is then divided pro-rata on a monthly basis between all point holders. Therefore if you have £30,000 worth of sales in your Extended Network, you will have 15 points in the Achievement Pool.

EDD

An Evolution Development Director who is part of our global presence, giving Complete Earth a business development office within a defined territory which actively recruits, trains and supports ESMs; creates localised pages; sources exclusive offers for the Members in their assigned territory; negotiates larger advertising and sponsorship deals which may be beyond the scope of an ESM; and creates live social events where key recruiting members, ESMs or general members can come together.

EDD Network

The Network of Members and ESMs assigned to an EDD.

ESM

As an Evolution Support Member you will be assigned Members who become a part of your ESM Network from whom you then derive commission on any purchases they make within the Me2everyone.com ecosystem and also additional awards of Metoos in exchange for the levels of communication and support you pledge in this Schedule A.

ESM Network

This represents the group of Members who become assigned to your ESM business for your personal support from anywhere on the planet whether they be:

- a. Assigned by us;
- b. Automatically assigned when recruited by any Member of your ESM Network; or
- c. Any Member who personally requests to be assigned to your ESM Network.

Extended Network

Whenever you recruit another ESM from within your ESM Network they are assigned to your EDD unless they specifically request transfer to another EDD on the basis of (for example) common language. You do not derive any commission from this Enhanced Membership sale, but you do derive ongoing commissions of 2% from any sale in their ESM Network. For example if you recruited an ESM and they achieved £30,000 in sales you would receive a bonus commission of £600.

Whenever you recruit an EDD from within your ESM Network you do not derive any commission from this Enhanced Membership sale, but you do derive ongoing commissions of 1% from any sale achieved across their EDD Network. For example if you recruited an EDD and they achieved £3,000,000 in sales you would receive a bonus commission of £30,000.

In both cases the members of these networks become your Extended Network.

Linked Members

Linked Members are defined in paragraphs 7.4 to 7.6 of the Members Agreement.

Mentor Pool

Members having an in-depth knowledge of Me2everyone.com in terms of recruitment, M2E Apps and/or the merchandise we offer who, on merit, have been awarded membership of the Mentor Pool.

ESM Business

5. Subject to paragraph 1d being completed Complete Earth may (at its discretion) assign existing Members to your ESM Network for the purpose of giving you some Members from which to commence your ESM business. No guarantee is made as to how involved these members will become and you should endeavour to find new Linked Members.
6. If you already have Linked Members prior to becoming an ESM these may belong to the ESM Networks of other ESMs who may be deriving benefits from them. If any of your Linked Members wish to transfer from their ESMs into your ESM Network this is acceptable, but it is at your Linked Members absolute discretion.
7. Complete Earth will provide you with the M2E Apps required to effectively communicate with the Members of your ESM Network from time to time to provide encouragement to recruit new Members and to especially share their experiences of Me2everyone.com with prospective Business Members. You will also ensure that the Members of your ESM Network become familiar with the benefits of Member Rewards (Section 7 of the Members Agreement) and the requirements of Section 8 of the Members Agreement. If prudent and at our discretion we shall endeavour to provide you with a Me2everyone-branded email address to be used exclusively in connection with your ESM business and at all times in strict compliance to Schedule C.
8. You agree to answer any question or respond to any comment or suggestion made by Members of your ESM Network in a timely, professional and courteous manner. Where you are unable to answer any question you should seek advice from either your EDD (to whom you have been assigned) or the Mentor Pool who form part of the support structure for Me2everyone.com.
9. You agree to ensure that the Members of your ESM Network become aware of the benefits of becoming an Enhanced Member or Business Member, together with the connected advertising or sponsorship opportunities where relevant. You also agree to ensure that Members of your ESM Network become aware of any merchandise provided by Me2everyone.com and to also familiarise yourself with such merchandise to enable you to answer any questions your ESM Network Members (or prospective members) may have.
10. As an ESM you may create your own email updates to your ESM Network or create your own News channel within Me2everyone.com and you agree to ensure the accuracy of anything you report, together with ensuring that all updates are independently proof read. You may assign this task to:
 - a. members of your ESM Network;
 - b. someone employed by you; or
 - c. our One World team of translators and proof readers.
11. As an ESM you will be given 20 Metoos for every Member in your ESM Network and 10 Metoos for every Member in your Extended Network.

ESM Merchandise and Commissions

12. As an ESM you are entitled to the Member Rewards benefits of Section 7 of the Members Agreement with the exclusion of paragraphs 7.7 and 7.8 which are replaced by the benefits you may derive from your Extended Network.
13. Me2everyone.com is becoming a place where our Business Members can advertise, sponsor pages and events, or offer selected merchandise and services for sales via our Enhanced Members. It is also a place where Complete Earth and our Recognised Partner Network can also develop and release merchandise and services. These include (but are not limited to):
 - a. an environmental project where Members become part of the solution to plant one tree for every child on the planet (TreeHa!);
 - b. a service designed to help Members who are travelling or planning to do business in various destinations on the planet;
 - c. a global property network of vacation homes which may be connected to other projects in this paragraph (World Park);
 - d. a game where members play for free in a global hunt for tangible treasure, for which additional help may be purchased (Rise of Emodo); and
 - e. apparel connected to such merchandise.
14. As an ESM you will be entitled to derive a commission of up to 16% from any purchase in paragraph 13 of this Schedule A depending upon the purchase made (the commission structure for all products, merchandise and service will be explained to you). Before offering any products, merchandise or services you will be given:
 - a. a relevant training presentation;
 - b. the chance to ask any questions;
 - c. the chance to explore and experience the merchandise; and
 - d. receive ongoing support to enable you to discuss the key features of the merchandise effectively with your ESM Network.
15. At our sole discretion we may offer you discounts on or free samples of any merchandise as it becomes available.
16. Depending upon the merchandise purchased by your ESM Network there may be a cooling off period to observe. Once this has expired the relevant commission will be added to the ESM section of your M2E Bank account, accessible in the Members' area of Me2everyone.com.

17. You may transfer any commission due to you at any time via any of the available payment processing methods. You agree to absorb all transfer fees imposed by the payment processor and we shall endeavour to provide you the level of these fees.
18. If for any reason we have to refund any Member within your ESM Network or Extended Network from which you have derived a commission we reserve the right at our discretion to reverse the commission from your M2E Bank account.
19. In respect of additional benefits you derive from your Extended Network you agree not to be involved in more than one ESM business. If we discover that you are involved in the running of more than one ESM business and thus deriving additional commission and Achievement Pool points from such an Extended Network we reserve the right to terminate this Agreement – including your Members Agreement. We shall also seek to recover any commissions and other benefits you have received during the infraction.

Additional Aspects of your ESM Business

20. As an ESM you will be assigned to an EDD who will endeavour to give regular updates relevant to your ESM business and become a source of knowledge to overcome any problems you may have encountered in the running of your ESM business. Your EDD will also ensure that you receive relevant and ongoing training connected to your ESM business and any merchandise you provide to your ESM Network.
21. Complete Earth shall also give you access to the Mentor Pool.
22. You are free to take time away from your ESM business on the understanding that during such absence the Members of your ESM Network may require help, answers to questions or their suggestions. Therefore before any such absence you agree to inform your EDD as to the known dates when you will be unavailable, or in the event of illness as soon as practically possible.
23. Depending upon the length of time taken away from your business your EDD may assign another ESM to look after your ESM Network on the basis that they keep up to 90% of any commissions they derive from your ESM Network – this being subject to your agreement, if possible, prior to your absence.
24. In the event that your absence is likely to be longer than one day you agree to update your Me2everyone-branded email auto-responder (if relevant) to reflect this fact and, if required, set your email to forward to your EDD or another ESM as directed by your EDD.
25. You may offer your ESM business for sale at any time by sending your proposal to Complete Earth and notifying your assigned EDD. We will lend all possible support to this process but make no guarantees that a buyer for your ESM business will be found. Complete Earth will also help determine the value of your ESM business but you are not required to accept this valuation.
26. During the period you are seeking to sell your ESM business as per paragraph 25 of this Schedule A you will be entitled to continue receiving all the benefits of this Schedule, subject to you continuing to provide the required services under this agreement.

Your Obligations

27. You agree to perform your duties under this Agreement with due care, skill and ability and do nothing to bring Complete Earth into disrepute or to speak publicly against the management of Complete Earth or our Recognised Partner Network, including your EDD.
28. You agree to ensure that any personal data you compile in respect of any Member of your ESM Network is kept confidential preferably using the relevant M2E App, rather than keeping any offline records. Furthermore you agree to comply with the Privacy Policy of Complete Earth.
29. You agree to only offer to your ESM Network those products, services and merchandise which are generally offered by Complete Earth to all Members.
30. You accept that you have no powers to bind Complete Earth into any contract or undertaking, nor incur any expenditure, or create any obligation, express or implied, in the name of Complete Earth.
31. You agree to keep Me2everyone.com updated at all times as to your current address and contact information.
32. You may employ or retain such personnel as required by you in the running of your business on the basis that you are solely responsible for such personnel (including any remuneration payable to them) and indemnify Complete Earth in respect of all and any losses, liabilities, demands, costs and expenses (including reasonable professional costs) incurred or arising out of or in connection with any actions undertaken by such personnel.

Your Status

33. Your relationship to Complete Earth will be that of an independent business contractor and nothing in this Schedule A or the Membership Agreement shall make you an employee, director, agent, legal representative or partner of Complete Earth.

Complete Earth Obligations

34. Upon notification of your ESM status as per paragraph 1d of Schedule A, Complete Earth will grant you a non-exclusive, non-transferable, revocable license for you to create and develop a ESM Network of an unlimited number of Members and provide you (via an assigned EDD) with reasonable and ongoing training and support.

35. Complete Earth will keep your details confidential at all times unless so ordered by the courts of England or other relevant Authority to release such confidential information in relation to any tax or criminal investigation into you.
36. Complete Earth will keep records of any payments made to you on the M2E Bank app within the Members' area of Me2everyone.com which shall also include full invoicing software as required for you and us to hold proper business records.

Confidentiality Agreement

37. You acknowledge that in the course of this Schedule A, Complete Earth may disclose to you Confidential Information. You agree that any such disclosure is treated as made "in confidence" and shall remain confidential and secret and subject to the terms of this Schedule A and each party agrees that it will take all reasonable steps to protect the secrecy of any Confidential Information and prevent it from falling into the public domain or the possession of other persons.
38. You agree that such confidentiality restrictions shall survive the termination of this agreement for whatever cause.
39. Information disclosed under this Schedule A (hereinafter known as "Confidential Information") shall include, but not be limited to, Member data, commercial, financial, technical, operational, marketing, promotional, or such other information, in whatever form, which concerns the business and affairs of the disclosing party and shall include Confidential Information disclosed orally or in writing and which would appear to a reasonable person to be confidential or proprietary.
40. You agree to hold all Confidential Information in trust and in confidence and not to use it for any purpose other than the contemplated purpose.
41. You agree not to make or retain copies of the Confidential Information and that such information remains the property of Complete Earth at all times.
42. You agree not, without prior written consent from Complete Earth, to disclose to any third party any Confidential Information obtained from Complete Earth in pursuance of this Schedule A unless such information is already in or comes into the public domain other than in breach of this Agreement, or is already known within the industry prior to the date of this Schedule A, or is required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction, or is information that both parties agree in writing to disclose.
43. You acknowledge that any breach or violation of this Schedule A is likely to cause loss or damage to Complete Earth and in that event we shall be entitled to apply for injunctive relief or claim damages in the event of a breach, in addition to any other available remedies. You understand that damage claims may be significant and shall include any legal costs.
44. On the request of Complete Earth you shall immediately return all documents containing Confidential Information which are in your possession including written notes, photographs, memoranda, computer files and disks, or the like which are capable of storing data and information.

Termination of this Agreement

45. Complete Earth may terminate this Agreement with immediate effect and with no liability to make any further payments to you (other than in respect of amounts accrued prior to the Termination Date) if you:
 - a. are guilty of any misconduct affecting the business of Complete Earth or members of our Recognised Partner Network;
 - b. commit any serious or repeated breach of this Agreement; and/or
 - c. are convicted of any criminal offence (other than any offence under any road traffic legislation for which a fine or other non-custodial penalty is imposed) that may have an adverse effect on Complete Earth.
46. Upon termination Complete Earth shall have the right to block you from using any M2E App related to your ESM business or email address given to you in order to perform your duties under this Agreement. Complete Earth will also have the right to arrange for your ESM Network to be managed by a third party.
47. Notwithstanding termination of this Agreement you will retain the rights to any Member Rewards unless you also breach the Members Agreement.

Notices

48. Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally by email or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of Complete Earth) its registered office for the time being and (in the case of you) your last known address. Any such notice shall be deemed to have been received:
 - a. if delivered personally, at the time of delivery;
 - b. if delivered by email, at the time of sending; or
 - c. in the case of registered post or courier, at the time the letter was signed for.

Final Agreement

49. This Schedule is connected to the general requirements of the Members Agreement and as an ESM you agree to remain fully bound by both this Schedule A and the Members Agreement.

Schedule B – Evolution Development Director

Information pertaining to the Evolution Development Director business will appear here when ready.

Schedule C – Email Policy

The purpose of this Policy is to ensure the proper use of Me2everyone’s email system and make you aware of what Me2everyone deems as acceptable and unacceptable use of its email system. Me2everyone reserves the right to amend this Policy at its discretion. In case of amendments, you will be informed appropriately.

LEGAL RISKS

1. Email is a business communication tool and you are obliged to use this tool in a responsible, effective and lawful manner. Although by its nature email seems to be less formal than other written communication, the same laws apply. Therefore, it is important that you are aware of the legal risks of e-mail. The following apply to your use of any email address provided to you under this agreement.
2. If you send emails with any libellous, defamatory, offensive, racist or obscene remarks, you and Me2everyone can be held liable.
3. If you forward emails with any libellous, defamatory, offensive, racist or obscene remarks, you and Me2everyone can be held liable.
4. If you unlawfully forward confidential information, you and Me2everyone can be held liable.
5. If you unlawfully forward or copy messages without permission, you and Me2everyone can be held liable for copyright infringement.
6. If you send an attachment that contains a virus, you and Me2everyone can be held liable.
7. By following the guidelines in this Policy, you can minimize the legal risks involved in the use of email. If you disregard the rules set out in this Email Policy, Me2everyone will disassociate itself from you as far as legally possible.

LEGAL REQUIREMENTS

8. The following rules are required by law and are to be strictly adhered to when using any email address provided by Me2everyone:
 - a. it is strictly prohibited to send or forward emails containing libellous, defamatory, offensive, racist or obscene remarks or images. If you receive an e-mail of this nature, you must promptly notify Me2everyone.
 - b. do not forward a message without acquiring permission from the sender first.
 - c. do not send unsolicited email messages.
 - d. do not forge or attempt to forge email messages.
 - e. do not send email messages using another person’s email account.
 - f. do not copy a message or attachment belonging to another user without permission of the originator.
 - g. do not disguise or attempt to disguise your identity when sending mail.

BEST PRACTICES

9. Me2everyone considers email as an important means of communication and recognizes the importance of proper email content and speedy replies in conveying a professional image and delivering good customer service. Therefore Me2everyone wishes you to adhere to the following guidelines.

Writing Emails

10. Write well-structured emails and use short, descriptive subjects.
11. Me2everyone’s email style is informal. This means that sentences can be short and to the point. You can start your e-mail with ‘Hi’, or ‘Dear’, and the name of the person. Messages can be ended with ‘Best Regards’. The use of Internet abbreviations and characters such as smileys [examples: :o) ;) : ()] is allowed, but not encouraged. The use of third party smileys (i.e. proper graphical images) is not allowed.
12. Signatures must include your name, role within Me2everyone, the fact that you are “independent” or “freelance” and the Me2everyone name.
13. A disclaimer will be added underneath your signature (see Disclaimer)
14. Use the spell checker before you send out an email.
15. Do not send unnecessary attachments. Think about the size of any attachments and the effect they may have on the recipients email quota.
16. Do not write emails in CAPITAL LETTERS.
17. Do not use cc: or bcc: fields unless the cc: or bcc: recipient is aware that you will be copying a mail to him/her and knows what action, if any, to take.
18. If you forward mails, state clearly what action you expect the recipient to take.
19. Only send emails of which the content could be displayed on a public notice board. If they cannot be displayed publicly in their current state,

consider rephrasing the email, using other means of communication, or protecting information by using a password (see Confidential).

20. Only mark emails as important or high priority if they really are important.

Replying to Emails

21. Emails should be answered within at least 24 working hours, but you must endeavour to answer priority emails within 4 hours. Priority emails are emails from existing customers and business partners.

Newsgroups, third party companies and mailing lists

22. You must not use your me2everyone email address to subscribe to any newsgroups, any company not part of the Me2everyone group or any mailing list.

Maintenance

23. Delete any email messages that you do not need to have a copy of, and set your email client to automatically empty your 'deleted items' on closing.

PERSONAL USE

24. Me2everyone's email system is meant for business use only that is connected to your role in your ESM business. You must not use your Me2everyone email address for personal use. Also take note that:
- the forwarding of chain letters, junk mail, jokes and executables is strictly forbidden.
 - follow the separate rules on mass mailing that will be provided from time to time.
 - all messages distributed via the company's email system, even personal emails if sent, are Me2everyone's property.

CONFIDENTIAL INFORMATION

25. Avoid sending confidential information by e-mail. If you do, you must follow any additional guidelines given by Me2everyone from time to time.

DISCLAIMER

26. The following disclaimer will be added to each outgoing email:

'This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.'

27. There may be additional information to have within a signature that will be communicated to you from time to time.

SYSTEM MONITORING

28. You must have no expectation of privacy in anything you create, store, send or receive on the company's computer system. Your emails can be monitored without prior notification if Me2everyone deems this necessary. If there is evidence that you are not adhering to the guidelines set out in this Policy, Me2everyone reserves the right to take appropriate action including, but not limited to, disabling your me2everyone email address, termination of this Agreement and/or legal action.

EMAIL ACCOUNTS

29. All email accounts maintained on our email systems are property of Me2everyone. Passwords should not be given to other people and should be changed once a month. We reserve the right to deactivate or delete accounts if there has been no activity for a period of 60 days.