



PM-International

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## Guidelines of Use for the Internet and Social Media Policy for Team Partners

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Contact information:

Legal, Regulatory Affairs and Compliance  
[compliance@pm-international.com](mailto:compliance@pm-international.com)

# 1. Common shortened forms

Shortened Form	Extended Form
CODE	Code of Business Conduct and Ethics
HQ	Headquarter
IPR	Intellectual Property Rights
LRC	Legal, Regulatory Affairs and Compliance Department
PM	PM-International
TP	Team Partners

## 2. Introduction

- a. As part of the PM-International family - from hereon called ("us" / "PM") - our Team Partners- from hereon called ("you" / "TP") – can promote the PM business.
- b. This guideline will show you the Do's and Don'ts when promoting your PM business and when you are using our Intellectual Property Rights – (IPR) –.
- c. This guideline is designed to help you with your business in the most compliant way, as well as to protect our valuable brand, to ensure adherence with our corporate identity, and to mitigate risks associated with counterfeiting and piracy.
- d. By promoting your PM business in any social media and the Internet in general, you accept these terms and conditions in full. If you disagree with these Terms and Conditions or any part of this guideline, you may not promote your PM business online.
- e. This policy is intended to help protect our TP as well as PM itself. There is nothing more valuable to us than our customers and values. As part of the PM family you are empowered; PM supports you in doing the right thing and conducting business with integrity and respect.
- f. Deceptive conduct is always prohibited. You should ensure that your statements are truthful, fair, accurate, and are not misleading in any fashion. You may not make postings or link to or from any postings or other material that is in violation of any or PM's IPR.
- g. You should be at least 18 years of age when doing business with PM and/or use any of PM's IPR. We also allow minors above 16 years who have signed up as a TP with proper written authorization from parents or legal guardians.
- h. As a rule, third parties may not use PM's IPR without following this guideline.
- i. This guideline is applicable to all TPs worldwide.

## 3. PM-International AG Corporate Compliance Program

- a. Respect, tolerance, honesty and sincerity, as well as treating colleagues and clients with integrity, are policies laid down in our Code of Business Conduct and Ethics (CODE) and Our Culture and Values – available on our website – and naturally they also apply to all your activity with PM.
- b. The PM Corporate Compliance Program are all internal policies and procedures designed to prevent and detect violations of applicable law.
- c. The PM Corporate Compliance Program incorporates the high ethical standards of our employees, TPs and clients.
- d. All doing business with PM are expected to abide by the rules, regulations and policies that govern the *PM Corporate Compliance Program*.
- e. This Guideline is an integral part of the *PM-Corporate Compliance Program*.

## 4. Copyright and Trademarks

- a. Always follow the established policy *PM-International Guidelines of Use of Trademarks Logos, Brands and Names for Team Partners* – available on our website – when using our IP in your Social Media accounts and the Internet in general.

## 5. Avoid giving the impression to be representing PM

- a. You do not have authorization to speak on behalf of PM or represent PM in any way other than as an **independent distributor**.
- b. You should always mark yourself as an *"Independent Team Partner"* or *"Independent Distributor"*.
  - i. This applies to the identification in any online environment.
- c. The *"Independent Team Partner"* or *"Independent Distributor"* information should be published clearly on the start of every personally created website page, as well as under a disclaimer that is always visible on all pages of your website or social media platform.
  - i. Name and contact information should be available on the website or in the account information for a social media page.
- d. You are personally responsible for the content that you publish online. Make it clear that you are speaking for yourself and not on behalf of PM.
- e. By no means should you use your PM ranking as your job description, either on Social Media, or on any recruitment platforms. without disclosing that you are an Independent Distributor.
- f. Only authorized personnel of PM may publish official statements, announcements and publications
- g. As a TP, you should not solicit or respond to any kind of media inquiries, whether in writing or speech, regarding PM, the products or your independent distributor business. This may include, but is not limited to, television programs, radio broadcasting or printed press.
  - i. All inquiries made by any type of media shall be immediately forwarded to the International Communications Department at the following email address: [communications@pm-international.com](mailto:communications@pm-international.com) This request is necessary to assure that accurate and consistent information is provided to the larger public as well as protecting our corporate image and you as our Team Partner.

## 6. Social Media profiles and accounts

- a. Do not use company trademarked logos for profile pictures. You may use the Independent Distributor logo found in your back office. Make sure the *Independent Distributor* wording is always visible.
  - i. Please read *PM-International AG: Guidelines of Use of Trademarks Logos, Brands and Names for Team Partners* for more information.
- b. Do not use company trade names or trademarks when naming your pages or groups.
- c. In the event of the voluntary or involuntary termination of your distributorship, you shall remove all your social media pages or websites that were created for advertising our products or business.
- d. Images and Literature found in the PM Portal are only for Social Media use.

## 7. External Personal Websites

- a. You may create a personal website separate from PM-provided sites if these specific rules are followed:
  - i. The URL cannot include the wording *PM-International* or *FitLine*.
  - ii. Personal websites cannot operate as an online storefront. Only link to the PM e-business page provided to every TP.
    - a) Refer to Section 15 of this Guideline.
  - iii. Corporate approved marketing assets found in the TP's back office or PM's official websites and official social media accounts can only be used for Social Media, not for External Personal Websites.
  - iv. Independent Distributor wording and/or logos have to be visible in every page of the website.
  - v. It is not allowed to use any business income information or product testimonials that are not contained in PM official literature and/or website.
    - a) Refer to sections 8 and 9 of this Guideline.

## 8. Health Claims and Testimonials

- a. We are confident that our products are the best high-quality, premium products for health, fitness and beauty. Because of this high-quality premium characteristic, it is easy to want to share the benefits of our FitLine products. What you say can be misleading and damaging if it conflicts with health and product claims or portrays therapeutic or healing properties.
- b. On no account should you attribute therapeutic or healing properties to FitLine products.
- c. Do not make claims in your testimonials about FitLine products or services that are not found in official PM literature or posted on PM’s official websites.
  - i. The only statements and claims allowed are the legally approved statements found on our product labels, official product catalogues, official websites and official social media pages.
- d. Do not state or imply that any of FitLine products is useful in the diagnosis, treatment, cure or prevention of any disease, illness, injury, or other medical condition.
  - i. A health claim is any statement about a relationship between food and health.
  - ii. Claims related to these functions are not allowed:
    - a) growth, development and functions of the body;
    - b) psychological and behavioural functions;
    - c) reducing a risk factor in the development of a disease, or
    - d) referring to children’s development.
- e. Please do not advertise FitLine products that do not meet the legal requirements of weight management as such.
- f. Do not make health or weight claims regardless of your experience and opinion.
  - i. No claims should have reference to the rate or amount of weight loss within a specific timeframe.
  - ii. Weight management should not make appeal to people who are under 18 years or have low mass index.
  - iii. You should always reference that weight control related to any of our FitLine products includes (but not limited to):
    - a) a balanced diet that may include nutritional supplementation and/or a lower caloric intake,
    - b) regular exercise or any physical activity,
    - c) adequate fluid intake, and
    - d) other variables.
  - iv. Please also reference that results will vary according to each individual.
  - v. Examples of what you may or may not say:

Allowed	Not allowed
I lost 5 kilos thanks to FitLine and my new healthy lifestyle.	Achieved maximum weight loss.
I controlled my weight using FitLine products and/or, ProShape.	I lost a ton of weight quickly.
Fitline helps me live a healthier life.	X times more weight loss than normal dieting.
Replacing two of your daily main meals as part of a low-calorie diet with meal replacements will help you lose weight. <sup>1</sup>	I lost more than X amount pounds a week or month with FitLine.
Substituting one of the main daily meals of an energy restricted diet with FitLine ProShape contributes to the maintenance of weight after weight loss. <sup>1</sup>	FitLine helped me get rid of my weight; extra fat; and/or undesired weight.

- g. Please read *PM-International AG: Guidelines of Use of Trademarks Logos, Brands and Names for Team Partners* for more information.

1 EFSA Standard 1.2.7 – Nutrition, health, and related claims.

## 9. Income & Lifestyle Claims and Testimonials

- a. One of the reasons new TP join PM is the opportunity to earn an extra income. When presenting or discussing the Business opportunity with PM, you should make it clear that the financial success from selling our products requires commitment and effort.
- b. Whether verbal or in writing, only make claims related to our business opportunity that are mentioned in PM's official literature or posted on our official websites and social media.
- c. Please make sure all claims are truthful and accurate.
- d. Lifestyle income claims should be avoided.
- e. A lifestyle income claim includes statements in image, word or video involving large homes, luxury cars, or other items implying wealth.
- e. When presenting or discussing the Business Opportunity to a potential TP, please avoid making income projections, other than the ones mentioned in PM's official Business presentation.
- f. Please always disclose that it takes considerable time to build your team and business required to achieve the earnings depicted.
- g. No income testimonial shall make earning claims of over the equivalent of 1000EUR within the first three months of being part of PM.
- h. Examples of what you may or may not say:

Allowed	Not allowed
Thanks to PM, I can manage my own time and enjoy my family more.	Quit your job and make more money than you ever thought would be possible.
Life is all about balance, with PM I can spend as much time as I want with my family and friends and still find time to dedicate it to my PM business.	I made 800 Eur last month just sitting on my couch!
You are free to work whenever and wherever!	Look at my new apartment that I bought just by selling FitLine products.
First 3 months with PM I earned 1000 Eur extra!	

## 10. Third Party Programs

- a. Please remember that PM does not support weight management programs which are not developed by our company.
- b. PM cannot guarantee for third-party programs.
- c. Any third-party program should be kept completely separate from the PM business, even when it's created by leaders.
- d. You should not, under any circumstances, attribute therapeutic or healing properties to any third party program that are unauthorizedly linked to our FitLine products.
- e. The use of any third-party programs unauthorizedly linked with our products are without warranty of any kind, either expressed or implied and such third-party programs are to be used at your own risk.
- f. PM is not responsible for any expectations not met during the use of any third-party program.
- g. In no event shall PM be liable to you or any person for any liability arising out of or in connection with the use of any third-party program.
- h. Please read PM-International AG: Guidelines of Use of Trademarks Logos, Brands and Names for Team Partners for more information.

## 11. Posting and Sharing

- a. Only post and share company approved photos, promotional videos and marketing materials.
- b. Do not edit, recreate or alter any of the material provided. Remember, all the official materials provided are approved as-is, not with your alterations.
- c. You may upload, submit or publish company related video, audio or photo content, if it aligns with PM Corporate Compliance Program.
  - i. Please read *PM-International AG: Guidelines of Use of Trademarks Logos, Brands and Names for Team Partners* for more information.
- d. By posting in our official Social Media pages or tagging us, you acknowledge and give your consent to PM that your photo(s), your name and likeness may be used and shared by us.
- e. All content should clearly identify you as **Independent Distributor** of FitLine products, comply with all copyright, trademark, legal requirements and state that you are solely responsible for the published content.
- f. Posting, hash tagging, and sharing images on social media does not give up our copyright but it gives you permission to share and add your contact information for your followers to contact you for further information about our company and products
- g. If we do not agree with what you reposted or shared, we still have the right to ask you to take it down

## 12. Don't overshare

- a. Do not post anyone's identification documents, confidential PM information or sensitive financial information on any social media.

## 13. Don't tell secrets

- a. Internal matters should remain internal. Protect all confidential information and PM business secrets.

## 14. Act responsibly

- a. You are the sole responsible for what you disclose.

## 15. Product Distribution on E-commerce and Other Sales Channels

- a. All promotions, discounts or any other special terms you want to disclose as marketing for your business should be clearly accepted by PM.
  - i. Please do not to advertise FitLine products with discounts or special promotions that are not official.
  - ii. Please do not organize raffles, contests or similar -- outside your own structure -- in order to increase your sales or register new TP.
- b. No product sales or enrolments may occur on or through any social media site.
- c. PM has an official retail price for customer (Non-Distributor) purchase worldwide.
- d. It is against our rules to conduct e-commerce outside of the official PM e-Business platform. Meaning, you may not sell or advertise FitLine products on social media, own build e-commerce sites, internet auctions, online selling platforms, or similar sales events.
  - i. Not allowed Online Platforms may include but are not limited to:
    - a) Ebay
    - b) Amazon
    - c) Taobao
    - d) WeChat shop
    - e) OLX
    - f) Jingdong
    - g) Pingduoduo
    - h) Allegro
    - i) Carousell
    - j) Tutti.ch
    - k) Other similar
  - ii. Please read *PM-International AG: Guidelines of Use of Trademarks Logos, Brands and Names for Team Partners* for more information
- e. By no means, should you encourage our FitLine products to be sold outside our e-business.
- f. If you become aware that a third party, to whom you sell FitLine products to, is selling FitLine products on any non-authorized online platform, or other forbidden means, you should immediately discontinue all sales to the third party. Contact the Compliance Department at [compliance@pm-international.com](mailto:compliance@pm-international.com) with all the known information immediately.
  - i. Failure to do so, may bring immediate legal corrective actions against you as well.
- g. As a TP you can sell FitLine products exclusively by personal direct distribution to end consumers.
  - i. No distribution on the shelf via retail outlets, markets, trade fairs, or any other venues which can be considered a retail location.
  - ii. No promotional material related to FitLine products or PM literature shall be displayed in retail establishments.
- h. You are not allowed to advertise using any of PM's Brand Names through paid advertising, including without limitation, boosted, sponsored, displayed or search engine ads (e.g. online sponsored advertising, pay per click, paid search terms on Google or similar).
  - i. Paid or non-paid advertising, including without limitation, classified advertising services (e.g. Craigslist, Facebook Marketplace, auction sites, coupon and deal sites, trade or direct selling sites) is not allowed
- i. Do not post unauthorized PM commercial communications (such as spam).
- j. Do not misuse Social Media for spamming.
- k. Please read *PM-International AG: Guidelines of Use of Trademarks Logos, Brands and Names for Team Partners* for more information.

## 16. Be respectful

- a. Protect and respect the privacy and opinion of others.
- b. Always be fair and courteous to everyone on behalf of PM.

## 17. Ask permission

- a. Ask permission to your customer before using their photos, testimonials or any other information that does not belong to you personally.

## 18. Be sensible

- a. When posting, avoid using statements, photos, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, co-workers or suppliers, or that might constitute harassment or bullying.

## 19. Respect other people's opinion

- a. Don't delete a comment just because you disagree with the commenter's point of view.
- b. You may delete any comments that are abusive, obscene, obviously spam or have links to irrelevant or inappropriate blogs or websites.

## 20. Evaluate accuracy and truthfulness

- a. Always make sure what you are posting is accurate.
- b. If you find that you've made a mistake, admit it, apologize, correct it and move on.

## 21. Show good judgment

- a. Show good judgment when "friending" someone, "liking" something within a social network, or "checking in" with a location-based service.
- b. Remember that you are part of PM in your posts and content.

## 22. Your personal use of social media shouldn't interfere with your loyalty to PM

## 23. Obey the law

- a. Don't post any information or have any online activity that may violate applicable local, regional, or international laws and regulations.
- b. Do not post content or take any action on any social media that infringes or violates someone else's rights or otherwise violates the law.

## 24. Slogans

- a. Do not copy, transform or use any slogan, expression or short phrase from other companies and use it as part of PM.
- b. The use of common idioms is allowed if no copyrights are infringed.

## 25. Do not compare PM with other companies

- a. We are confident that our products are the best high-quality premium products for health, fitness and beauty. Please do not take advantage of our premium reputation to compare with others.
- b. Do not discredit or denigrate the trademarks, trade names, goods, services, activities or other circumstances of any competitor.
- c. Please do not present other products as imitations or replicas of our products.
- i. In case you think there is a competitor copying our products and/or trademarks, please communicate your suspicion to our Compliance Department at [compliance@pm-international.com](mailto:compliance@pm-international.com).
- ii. Please do not engage in controversies with the competitor company.

## 26. Be yourself

- a. Being professional doesn't mean you can't also speak in a human voice.

## 27. YouTube and other video platforms

- a. View, comment and share company approved videos.
- b. Do not create and upload/post videos that have not been approved by PM.

## 28. Support us

- a. If you come across criticism or funny content about our brand and services, please don't hesitate to contact your Subsidiary.
- b. Do not engage in the conversation without prior approval from PM or its subsidiaries.

## 29. Comply with Facebook, Instagram, Twitter and other Social Media pages and applications 'Terms of Service

- a. This policy does not intend to replace any existing Policy or Terms and Conditions of the social medias where our TPs interact.

## 30. We recommend that you like and share our official social media pages and photos as much as possible

- a. PM supports and will continue to support active participation in social medias.

## 31. Requests of removal and/or others

- a. PM reserves the right to edit or remove any material submitted to its official websites and social media pages.
- b. PM reserves the right to request from you to immediately stop and remove any material that is against the good uses of these terms and conditions or for any other reason.
- c. Upon such request, you shall immediately comply to fulfil the request and destroy all non-published copies if any.
- d. PM further reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

## 32. Limitations of liability

- a. You are liable for your own actions, your content or use of, or in connection with, any personal use.
- b. If PM expressly advised of the potential danger and you do not correct your action, you are still liable for any damage or prejudice as a result from these actions.
- c. You accept that, as a limited liability entity, PM has an interest in limiting the personal liability of its officers and employees.
- d. You agree that you will not bring any claim personally against PM's officers or employees in respect to any losses you suffer in connection with the use of PM's IPR.
- e. You shall indemnify PM from and against all actions, claims, demands, prosecutions, fines, penalties and the costs thereof (including PM's legal costs) which might be made or brought against PM in respect or arising out of any breach of any such laws, ordinances and regulations of your infringements to this Guideline.

## 33. Breaches of these Guidelines

- a. Without prejudice to PM's other rights under these terms and conditions, if you breach these guidelines in any way, PM may take such action as PM deems appropriate to deal with the breach:
  - i. prohibiting you from using PM's IPR,
  - ii. blocking computers using your IP address from accessing official PM website and social media pages,
  - iii. contacting your internet service provider to request the removal of any use of PM Trademarks Logos, Brands and Names,
  - iv. sending you warning letters and/or
  - v. termination of your Team Partner contract and/or
  - vi. bringing court proceedings for damages against you.

## 34. Termination

- a. If a TP's business is cancelled for any reason, the TP should discontinue using PM's IPR in postings on all Social Media, websites, or other promotional material.
- b. We reserve the right to recover any damages occurred to PM or to our reputation.
- c. If PM should decide to change or abandon any of its names or trademarks, you should also change or abandon such name or trademark.

## 35. Waiver

- a. These guidelines are incorporated into, and form integral part of, PM-International Team Partner Agreement worldwide.
- b. By using PM's IPR you agree that the exclusions and limitations of liability set out in this disclaimer are reasonable.
- c. If you do not think they are reasonable, you should not use any of PM's IPR
- d. If any provision of this disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this guideline.
- e. PM has the right to revise these guidelines. from time-to-time without prior notice. It is your responsibility to read, understand, adhere to, and ensure the awareness and compliance under the most updated version of these documents.

## 36. Important Bylaws as stated in our Team Partner's application form

- a. Please bear in mind that a TP always has to act as an independent and responsible business entrepreneur and has to avoid any possible appearance of acting as an employee of PM or of being entitled to make declarations in the name of PM or on behalf of PM.
- b. Everything a TP says about PM and PM's products should be in accordance with PM's stipulations, especially those in the product catalogue, on the product labels and in other official product information. On no account may a TP attribute therapeutic or healing properties to FitLine products. FitLine products are not intended to prevent or cure any disease, illness, or other medical condition.
- c. No income is guaranteed or implied as a Team Partner. No wealth or "lifestyle" claims should be made.
- d. Without the prior written agreement of PM, it is not permissible for a TP to undertake activities for a competitor of PM. A competitor of PM is taken to be any company which offers goods or services through personal direct marketing or via a network marketing system as well as, independent of the means of distribution, all companies with products partially or fully in a position of competition to FitLine products.
- e. A TP is obliged to keep every permissible marketing and promotion activity for another company completely separate from marketing and promotion activity for PM and FitLine products.
- f. It is not permissible to draw attention to activity for PM or the status as a TP, or to offer goods and services of the other company together with FitLine products, or to cause other TP of PM in any way whatsoever to purchase goods or services from the other company or to become active for the other company in addition to or instead of their activity for PM.
- g. A TP sells FitLine products exclusively by personal direct distribution to end consumers. Distribution via retail outlets, at markets, trade fairs, internet auctions and similar sales events is not permissible.
- h. This policy will be administered in accordance with applicable laws, rules and regulations.