

# **Consultant Application**

Welcome to Godiva's Secret Wigs Consultant Team. With your personality & our wonderful products, you're going to impact people and create positive transformations every day!

Please fill out all forms and email to **Consultants@GodivasSecretWigs.com**.

# **Contact Information:** First Name \_\_\_\_\_Birth Date \_\_\_\_\_ Email \_\_\_\_\_\_ Phone (\_\_\_\_\_)\_\_\_ Ship & Bill To: Address City State Zip Country Seller's Permit # (if applicable) Social Security #\_\_\_\_\_\_ (For tax purposes **only**) **Billing Information:** Credit Card Type \_\_\_\_\_ Cardholder's Name\_\_\_\_\_ Card # Expiration Date CVC Code I hereby authorize Godiva's Secret Wigs to use this credit card number for authorized purchases. X\_\_\_\_\_\_Date\_\_\_\_\_ **Getting to Know You:** \*How did you find Godiva's Secret Wigs? \*Did someone refer you? If so, please write their name: \*If you refer someone who signs up to be a GSW Consultant, you will receive a \$100 Store Credit! \*Do you currently work? Yes \_\_\_\_\_ No \_\_\_\_ If yes, in what field? \*What made you decide to become a Godiva's Secret Wigs Consultant?

Referral Information:						
**Only fill out this section if you want your information on our website so that potential						
clients can contact you. Fill this section out in conjunction with the "Find a Consultant"						
Terms on the next page. You must be able to respond to these referrals in a timely						
manner.						
Current phone and/or email address I'd like potential clients to use:						
Phone:Email:						
City and state of my business: City: State:						
Up to 4 of the surrounding cities that I want to work with clients in:						
Please be sure and submit a photo of yourself in a Godiva's Secret Wig as soon as possible. Once we have the photo, we will put your information on our "Find a Consultant" page.						
Ordering Hints:						
1. Review the wigs on our website; take notes on the styles and colors you love.						
2. View our 250+ videos on our YouTube Channel and take notes on the styles and colors you love. To						
find our channel, simply go to www.YouTube.com and look up "Godiva's Secret Wigs."						
3. Decide how many wigs you want to order for your first order. Remember, all wigs are 50% OFF!						
Although our minimum opening order is 8 wigs, we know that clients want their wigs asap! So,						
consultants who carry more stock do sell more. Most consultants begin with 12-36 wigs. Start with as						
many as you can and continue to add to your inventory when possible. Make your goal to have 50-60						
wigs in your inventory for a great assortment that you'll have excellent results with!						
4. Think about who your target customer is going to be and order accordingly.						
5. If you have never tried Godiva's Secret Wigs before, try ordering a few wigs that are similar to you						
own hair style and/or color, so that you can get used to the wigs on yourself first. You will be your ver						
best advertising tool; everywhere you wear your wig, you are advertising!						
Any other questions or comments you may have:						



# "Find a Consultant" Terms

Only fill out these terms if you want your information on our website so that potential clients can contact you. If you do not want to take advantage of this opportunity, simply write "n/a" next to the Consultant Signature on the next page.

Godiva's Secret Wigs provides a special page on our website called "Find a Consultant." This is a page dedicated to promoting YOU, our consultants! It's a fantastic opportunity for GSWC's to be listed by the state your wig business is in - *at no cost to you!* If you're truly interested in growing your Godiva's Secret Wig Business, make sure you're part of this page so clients on our website can find you!

Once again, there is no charge to be listed as a Consultant on this page! However, you do need to agree to our terms below, so please take a moment and read the terms carefully before signing.

- 1. I will select one current color photograph of myself from the shoulders up, wearing a Godiva's Secret Wig.and email it to <a href="mailto:Consultants@GodivasSecretWigs.com">Consultants@GodivasSecretWigs.com</a> (It will help your business to smile in the photo and wear upbeat colors.)
- 2. I will fill out the Referral Information on the Consultant Application, which includes:
  - one current phone number and/or email address
  - the city and state of my business
  - o a list up to 4 of the surrounding cities that I want to work with clients in
  - I will double check all spelling and numbers before sending to GSW
- 3. I will promptly and courteously reply to all emails or phone messages from prospects and clients within 48 hours. I understand that numerous complaints from clients regarding "no response" will result in having my contact information removed from the GSW website.
- 4. I understand that women will contact me specifically to purchase a wig, and sometimes it is an urgent need. Therefore, if I am leaving town and unable to return a client's call within 48 hours, I will email or phone the corporate office with my "out of town" dates. This will help prepare the corporate office when that client calls them wondering why the consultant hasn't called her back.
- 5. I agree that Godiva's Secret Wigs is promoting me on this page to help grow my wig business. Any purchases, returns, discounts, damages, issues or choices that I make are between myself and my clients. I do not hold GSW responsible for any part of my business.
- 6. I agree to maintain the same standards of communication that Godiva's Secret Wigs shows to me. My communications to clients, the GSW staff and other GSWC's will always be professional. My communication to clients will always be upbeat, kind and polite.

- 7. If any of my contact information changes, I will contact GSW immediately, by email or phone to alert them to changes that need to be made ASAP to my contact information.
- 8. If, at any time, I choose to terminate my career as a GSWC, I will immediately contact the GSW corporate office, by phone or email so they can remove my contact information from the GSW website.

I have read and understand each t	erm above and	l agree to and	d accept these	Terms as	of the date
set forth below.					

Consultant Signature:	Date:	
Print Name:	-	

I understand that once GSW has received my Referral Information and photograph, I will allow 10 business days for my listing to appear on the "Find a Consultant" page on the GSW website.

We're excited to promote your business!

Together, lets help more women feel beautiful with Godiva's Secret Wigs!



# **Consultant Terms**

Thanks for choosing Godiva's Secret Wigs and becoming a Godiva's Secret Wigs Consultant! Godiva Secret Wigs, Inc. is excited to provide you with the highest quality wash & wear wigs, hair pieces and accessories! Your signature below means that you are at least 18 years of age and have read and agree to all of the terms set forth below (the "Terms"). If you have any questions, feel free to contact us by email at <a href="mailto:consultants@GodivasSecretWigs.com">Consultants@GodivasSecretWigs.com</a> or call (877) 567-9447.

## 1. To Become a "Consultant" You Must:

- Agree to and deliver a signed copy of these Terms to Godiva's Secret Wigs by emailing Consultants@GodivasSecretWigs.com.
- Purchase the All Inclusive Consultant Starter Kit, priced at \$399 (as described online) and select and purchase your opening order of wigs. This initial wig order is discounted at 50% under Godiva's Secret Wigs suggested retail prices (USD) and must be a minimum of eight (8) wigs.

All additional purchases will be discounted as follows:

- 50% off any wigs ordered through GodivasSecretWigs.com.
- 30-50% off any miscellaneous items, including hair pieces, hair care and accessories. Discount based on applicable item and quantity.

# 2. Pricing and Discounts:

The products you receive from Godiva's Secret Wigs are priced consistently with the products we sell on our website and in our stores. To maintain the high quality of our brand, we recommend that you use the suggested retail prices. When meeting clients, you may offer any discounts you choose. If you choose to advertise through social media (Facebook, YouTube, etc.), websites (your own or others), or written publications, you may only offer up to a 10% discount. Occasionally, Godiva's Secret Wigs promotes client savings over 10%. During these promotions, you may choose to offer such discounts to your clients, but only during the exact dates of our promotions and not to exceed the discount being offered by us. Additionally, the word "discount" may not be used in any writings that promote or reference Godiva's Secret Wigs in any way.

# 3. Marketing Your Business & Use of Godiva's Secret Wigs' Promotional Materials:

While you are an active Consultant (see Sections 7 & 8 below), we encourage you to use our name, logo, photos and videos as you advertise your business. You may use these on any social media, websites and written literature, including but not limited to Facebook, YouTube, Twitter, Pinterest, Instagram and WordPress. You may **not** copy the Company's wording or descriptions, but please use them as ideas to create your own verbiage. You may not modify or alter in any way our logo, photos, videos, or other promotional material without our prior written consent.

<sup>\*</sup>The All Inclusive Consultant Starter Kit is non-returnable and non-refundable.

#### 4. Confidential Training Information:

Godiva's Secret Wigs considers its training material confidential and proprietary information and wishes to protect its confidential proprietary information. As a result, you must carefully protect and must not disclose to any third party any confidential and proprietary information belonging to Godiva's Secret Wigs, including but not limited to training material. Such protected information includes, but is not limited to, the following: matters of a technical nature, such as computer software, product sources, product research and designs; and matters of a business nature, such as customer lists, customer contact information, associate information, on-site program and support materials, candidate and recruit lists and information, personnel information, placement information, pricing lists, training programs, contracts, sales reports, sales, financial and marketing data, systems, forms, methods, procedures, and analyses, and any other proprietary information, whether communicated orally or in documentary, computerized or other tangible form, concerning Godiva's Secret Wigs' or its customers' operations and business.

## 5. Payment Required:

Godiva's Secret Wigs orders will only be processed after full payment has been received and cleared. Visa, MasterCard, Discover, American Express and PayPal are considered instant payment systems and are considered cleared upon receipt.

# 6. Option to Make Changes:

Godiva's Secret Wigs has the option to change retail prices, Consultant discounts and terms, shipping & handling rates and active status requirements at any time and will give Consultant at least ten (10) days' prior notice via email of any such changes.

#### 7. Termination:

If the Consultant decide to terminate the relationship with Godiva's Secret Wigs, you must email <a href="Consultants@GodivasSecretWigs.com">Consultants@GodivasSecretWigs.com</a> at least two weeks prior to termination, at which time we will email you the Termination Agreement. Please refer to Section 3 above- Marketing Your Business, as a reminder of what Godiva's Secret Wigs materials you need to remove and are no longer authorized to use. Once you are terminated, you may no longer sell any products or services using the Godiva's Secret Wigs brand name. In addition, if you do not comply with any part of our agreement, Godiva's Secret Wigs has the right to terminate these Terms immediately, at which point you must remove and cease use of all Godiva's Secret Wigs materials.

Godiva's Secret Wigs may terminate the Consultant's relationship with Godiva's Secret Wigs with or without cause immediately by providing notice to the Consultant at the Consultant's email address.

#### 8. Inactivity:

If a Consultant does not make a purchase from Godiva's Secret Wigs for 12 consecutive months, she/he will no longer be considered a Consultant and these Terms will become null and void. If a previous Consultant would like to continue selling our product at a later date, they will have to reaccept and agree to these Terms at that time.

# 9. Shipping Terms:

Godiva's Secret Wigs will only ship Consultant orders directly to the applicable Consultant. We are not able to offer drop-shipping.

## 10. Slight Variations:

At Godiva's Secret Wigs, each wig is created using a specific pattern; however, the wigs are made and put together using human hands combined with a machine, which means that they may have a slight variation in thickness or length. These variations are nearly undetectable, but are still possible. Each wig is hand-made and unique. However, if you feel that you have received a defective item, you must contact Godiva's Secret Wigs immediately and we will give you further instruction.

#### 11. **Promotions:**

Unless specified "Consultant Promo," any promotions advertised through email, website, Facebook, YouTube or other means are not to be used by Consultants. Using a promotion that is not designated "Consultant Promo" will only delay the shipment of your order. In the event that an order is placed using an unauthorized promotional code, we will contact you to collect the promotional discount amount.

# 12. Returns and Exchanges:

Due to the sensitive nature of our products, Godiva's Secret Wigs has a strict no-refund, credit-only return policy. Please inspect each order item as soon as you receive it. If you are not completely satisfied with the styles or colors that you chose, you may return any item within 14 days of receipt in accordance with the Guidelines and Instructions directly below. After 14 days, we will not accept returns or exchanges.

## 13. Guidelines and Instructions for Returns and Exchanges:

Product(s) must be in its original packaging, <u>must not have been worn, damaged or altered in any way</u> and original tag must be attached. We reserve the right to refuse your request if we feel these conditions have not been met. Please send your package, including the Consultant Return Form and copy of your receipt, via a prepaid, insured, traceable shipping method to ensure a safe and documented return.

- \*A \$20 Restocking Fee will be charged for each wig that is returned, and a 20% Restocking Fee will be charged for all other items that are returned. Shipping and handling fees can not be credited.
- \*You can return merchandise for a Godiva's Secret Store Credit, to be used on your next order. We do NOT offer refunds.
- \*You may exchange up to 3 wigs in your Opening Order without a restocking fee! These wigs must be sent back within 14 days of receiving your first order.

#### **Send Product Returns and Exchanges to:**

Godiva's Secret Wigs Attn: Returns Dept. 7335 Topanga Canyon Blvd. #220 Canoga Park, CA 91303

#### 14. Indemnification and Hold Harmless:

Consultant hereby agrees to indemnify and hold harmless Godiva's Secret Wigs, its agents, employees, officer and director against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever asserted against Godiva's Secret Wigs, its agents, employees, officer and director from and after the date hereof, whether direct, indirect or

consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any customer of the Consultant. If any such action or claim is brought or asserted against Godiva's Secret Wigs, its agents, employees, officer and director, Godiva's Secret Wigs shall promptly notify Consultant and Consultant shall assume the defense of Godiva's Secret Wigs, its agents, employees, officer and director, and Consultant shall pay the costs thereof, including the employment of counsel and the payment of all expenses.

# 15. Governing Law and Venue:

This Agreement shall be governed and construed under the laws of the State of California. The parties agree that this contract was entered into and was to be performed in the County of Los Angeles, State of California which the parties agree shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this agreement.

16. Arbitration: Any controversy between the parties arising under or involving this agreement or relating to this agreement, shall be submitted to Binding Arbitration upon the written request of either party, personally served on the other at the last known address of the other party. Said arbitration shall comply with and be governed by the provisions of the California Arbitration Act and Sections 1280 through 1294.2 of the California Code of Civil Procedure. Both parties shall be permitted to conduct discovery. A judgment may be entered upon an award by any court of competent jurisdiction. Should the foregoing arbitration agreement be unenforceable for any reason, the parties hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action, proceeding and/or hearing between the parties.

#### 17. DISCLAIMER:

YOU ACKNOWLEDGE THAT THE SITE, SERVICES AND PRODUCTS AVAILABLE THROUGH GODIVA'S SECRET WIGS ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. GODIVA'S SECRET WIGS HEREBY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE).

#### **18.** LIMITATION OF LIABILITY:

GODIVA'S SECRET WIGS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF OUR SITE SERVICES AND/OR PRODUCT IS THE CANCELLATION OF YOUR CONSULTANT STATUS AND ACCOUNT. IN NO EVENT SHALL GODIVA'S SECRET WIGS' LIABILITY TO YOU EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR ANY AMOUNTS ACTUALLY PAID BY YOU TO GODVIA'S SECRET WIGS FOR THE PRODUCTS OR SERVICES IN DISPUTE.

I have read and understand each policy above and agree to and accept these Terms as of the date set forth below ("Effective Date").

Consultant Signature:	Date:
Print Name:	