

USAVE30 Membership Agreement

Effective 1 January 2008

A. CONTRACT AND MODIFICATION OF CONTRACT

The following terms & conditions constitute a contract by and between Member and USAVE30, Inc. (hereinafter USAVE30). Any use of USAVE30 services to facilitate transactions between Members constitutes acceptance of all terms, conditions, policies, and procedures as most recently adopted by USAVE30. At its sole discretion, USAVE30 may amend the Policies and Procedures for the benefit of the organization. Members shall be given written notice of said amendments via e-mail to the last known e-mail address of member. Any purchase or sale by Member, which makes use of USAVE30 after notice constitutes acceptance by Member of such change(s) or amendments and the agreement of Member to abide by the same.

B. MEMBER PARTICIPATION

1. NATURE OF THE PARTIES

- a. USAVE30 operates an association of businesses and professionals who have joined together to do business through the organized system which is regulated by the record-keeping and administrative services of USAVE30. USAVE30 functions as a clearinghouse for the transactions of the Network membership.
- b. USAVE30 acts as a third party record-keeper and administers the clearinghouse function of the Network for the Members. USAVE30 may contract with others to provide all or part of such services.
- c. Member is a bona fide and legal business or associate or member business that desires to do business with other members of USave30 and hereby subscribes to USAVE30's services. Member warrants that it is in compliance with all local, State, and Federal laws.
- d. USAVE30 reserves the right of final approval of this agreement and may refuse to accept anyone as a Member for any reason it deems necessary.
- e. The signer of this agreement hereby acknowledges that he or she is over 18 years of age and that he or she is authorized and has signing authority to enter into legal agreements for the applicant member business. Applicant hereby authorizes USAVE30 to obtain credit reports for the purpose of evaluating credit risk.

2. DISCLAIMER OF WARRANTY AND LIABILITY

USAVE30 makes no representation or warranty, either express or implied, and disclaims all liability, as to the quality, quantity, delivery date, prices, merchantability, or the availability of goods or services, or any terms of any member transaction. Member agrees to indemnify and hold USAVE30 harmless with respect to any claim, debt, or liability whatsoever, arising out of any transaction wherein Member is a Buyer or Seller. Member acknowledges that any transaction in which Member participates is entered into by Member on a voluntary basis. Member agrees to waive any claim, debt, or liability whatsoever against USAVE30 arising out of any computer or software malfunction or processing error.

C. TAXES

Seller shall be solely responsible to collect and remit to the appropriate taxing authorities the applicable taxes and shall collect and record said taxes as required by law. Under no circumstances is USAVE30 responsible to pay any taxes on behalf of any Member. Transactions involving USAVE30 are generally treated as taxable events for federal, state or provincial, and local taxing purposes. USAVE30 may report member transactions to the appropriate government taxing authority. The declaration and reporting of applicable taxes resulting from said transactions rests solely with the Member. Member agrees to indemnify and hold USAVE30 harmless for any actions USAVE30 takes to comply with federal, state or local laws.

D. ADMINISTRATION OF THE USAVE30 MEMBERSHIP ASSOCIATION

1. NATURE OF USAVE30

Members conduct transactions (purchases or sales of goods or services) using the USAVE30 accounting and authorization system. Transaction payments are made by posting debits and credits to the buying and selling Members' respective accounts, pursuant to these Rules. A USAVE30 "purchase dollar" (hereinafter PD) is a contractually accepted tender for specified private debts only, between members, backed only by the goods and services available within the Network, and/or by United States currency at the rate of 70¢ per USave30 purchase dollar. PD's denote value received for goods or services sold, and may be used to pay for other goods or services made available by USAVE30 members. PD's may be used only in the manner and for the purposes set forth in this agreement and the Policies & Procedures. Neither USAVE30 nor member shall consider USAVE30 PD's as legal tender, securities, or commodities.

2. LIABILITY FOR USAVE30 PD'S

Negative Balances: Member acknowledges that purchases made using the USAVE30 rewards card may result in a negative account balance. USAVE30 is not a lending institution therefore payment must be made immediately after the purchase.

- a. Member hereby authorizes USAVE30 to charge members bank credit card or bank checking account as payment of any such negative balance due.
- b. When cash deposit is made, USAVE30 will credit buyers account with Pd's in the amount of 130% of the cash payment.
- c. Payments which cannot be collected at the time of purchase may not be authorized and, if authorized, will **not** receive the additional 30% credit bonus.
- d. Member may prepay to avoid additional fees and or loss of rebates. **Transaction Authorizations:** At the time of sale, seller agrees to secure a sales authorization from USAVE30 to guarantee payment. Failure to secure authorization from USAVE30 may result in the possible rejection of the sale and/or non payment of the same. USAVE30 accepts no liability for unauthorized sales.

Positive Balances: When members sell products or services the sales proceeds are deposited in sellers USave30 account. If their sales exceed purchases a positive account balance will result. Pd's can be used to pay for future purchases or any positive account balance, above 500.00 PD, may be redeemed for cash, less 30%. (One hundred PD's is equal to \$70.00 cash, payable in US Dollars)

- a. Member acknowledges and grants to USAVE30 the right and power to regulate and control the number of USAVE30 PD's within the network.
- b. Member grants to USAVE30 the right and power to borrow from the Network.
- c. Member is **NOT** authorized to sell USAVE30 PD's for cash to anyone other than USAVE30.

Member Initials _____ Date _____

E. SUSPENSION OR TERMINATION

1. If Member violates this Agreement or the currently effective Policies and Procedures, USAVE30 may immediately terminate Members' account or may freeze all activity in the account without notice and/or make immediate adjustment to the transactions involved. At its sole discretion, USAVE30 may reinstate Member or unfreeze Members' account.
2. Either party may terminate this Agreement, and membership, for any reason upon seven (7) days written notice to the other party.

Upon member termination:

- a. Any Member with a negative account balance must balance their account with USAVE30 by making cash payment to cover all purchases and assessed fees in full.
- b. Any Member account with a positive PD balance will be paid in United States Currency at its "face value" less 30%. (100.00 Pd's equal \$70.00 cash, in US Dollars)

F. FEES

1. There is a one time membership fee of \$250.00 payable in US currency.
2. There is an advertising and administration fee of 10% which is deducted from the PD proceeds of each member sale.
3. A statement fee of 20.00 PD's is also deducted each month beginning the first calendar month of membership.
4. Fees paid to USAVE30 are non-refundable. If buyers or sellers do not complete a transaction, or if performance of Members' obligations to each other is disputed, USAVE30 will not be obligated to refund any fees received.
5. By acceptance of this agreement the Member agrees personally and corporately to guarantee payment for all purchases made through the USave30 network and for all fees associated with Usave30 network transactions.

G. MISCELLANEOUS

1. LEGAL REQUIREMENTS

Member shall abide by applicable international, federal, state or provincial, and local laws pertaining to business to business transactions. USAVE30 shall not be responsible for any failures on the part of any member to comply with such laws and regulations. No member shall offer, sell, or purchase any product or service that violates any federal, state or local law or statute. Members agree to indemnify and hold USAVE30 and other USAVE30 members harmless from any and all claims, demands, or fines made by any third party, including any government agency or law enforcement agency, arising from member's sale, offer to sell, or the purchase or offer to purchase any and all illegal products or services. Member agrees not to hold USAVE30 liable for any action taken by USAVE30 to comply with applicable laws or regulations.

2. NO WAIVER OF RIGHTS

USAVE30's failure or delay in exercising any right will **not** operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further exercise of any right. USAVE30 remedies are cumulative and are not exclusive of any remedies provided by law.

3. SEVERABILITY; ATTORNEY'S FEES

Every item or term contained in this agreement is severable from every other item or term herein. If any term or provision should be judged unenforceable, it shall not affect the enforceability of other terms or provisions or the Policies and Procedures outlined in this Agreement. In the event that legal action is deemed necessary for the collection of any debt or the enforcement of any rule herein, the prevailing party shall be entitled to all costs, including, but not limited to, legal fees and court costs associated with said action.

4. SECURITY INTEREST

Member hereby grants USAVE30 a security interest in all Pd's in Members' account for the amount of unpaid purchases and /or all unpaid fees. If Member becomes insolvent or bankrupt member authorizes USAVE30 to deduct from members account balance the amount of all unpaid purchases and all fees payable.

5. WARRANTY OF INFORMATION

Member warrants that it has provided member application information to USAVE30 in good faith and that such information is accurate to the best of applicant members' knowledge.

6. FAX & E-MAIL SIGNATURES

USAVE30 will, and Member agrees that USAVE30 may, accept a faxed or e-mailed signature as an original, legal signature.

7. ENTIRE AGREEMENT

Member acknowledges that it is not relying on any oral representations concerning this Agreement and that the complete agreement between the parties is contained in the Member Application, this Agreement and the Policies & Procedures.

8. NO WAIVER OF RIGHT

USAVE30's failure or delay in exercising any right will not operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further exercise of any right. USAVE30's remedies are cumulative and are not exclusive of any remedies provided by law.

9. INDEMNIFICATION

MEMBER AGREES TO HOLD HARMLESS AND INDEMNIFY USAVE30, IT'S OFFICERS, AGENTS, REPRESENTATIVES, ASSOCIATES AND ASSIGNS FROM ANY LOSSES, LIABILITY OR DAMAGES WHICH MAY RESULT FROM MEMBERS' PARTICIPATION IN ANY OF USAVE30'S TRANSACTIONS, ACTIVITIES, PROGRAMS, PROMOTIONS, OR ADVERTISING, INCLUDING THE COSTS OF LITIGATION AND ATTORNEYS FEES.

10. JUDGMENT SETTLEMENT

In the event of a dispute between USAVE30 and Member resulting in a judgment entered on behalf of USAVE30, against a Member, Member agrees that USave30 shall have the right to satisfy said judgment from the members account credit balance if available.

H. APPLICABLE LAW

1. This agreement shall in all respects be construed under the laws of the State of UTAH.
2. Venue shall be Ogden, UTAH, United States.

Member Initials _____ Date _____