

The Trade Alliance on-line MEMBERSHIP AGREEMENT

You understand that you own your own company and domain and are free to operate with your own rules and regulations.

The Trade Alliance

A. CONTRACT AND MODIFICATION OF CONTRACT

The following terms & conditions constitute the contract by and among Member and The Trade Alliance, a corporation. Any use of The Trade Alliance barter software, hereafter referred to as TTA, to facilitate a transaction by a Network Member (hereinafter referred to as Member) constitutes acceptance of all terms, conditions, policies and procedures as most recently adopted by TTA. They apply to all TTA Member's and to all transactions facilitated by TTA. At its sole discretion, TTA may amend this agreement by giving Member thirty (30) days written notice via e-mail. TTA may amend the Policies and Procedures with seven (7) days written notice via e-mail. Any purchase or sale by Member, which makes use of TTA after these time frames constitutes acceptance by Member of such change(s) and the agreement of Member to abide by the same.

B. PARTICIPATION IN THE EXCHANGE

1. NATURE OF THE PARTIES

- A. TTA is an association of barter exchanges who have joined together to do business among themselves through the organized system which is regulated by the record-keeping and administrative services of TTA or its designee and through the medium of TTA Trade Dollars. TTA functions as a clearinghouse for the transactions of the Network membership.
- B. TTA regulates the network and acts as a third party record-keeper and administers the clearinghouse function of the network for the Members'.
- C. Member is a bona fide and legal business that desires to do business with other members of the network and hereby subscribes to TTA services. Member warrants that it is in compliance with all State, Federal, industry and professional laws and regulations.
- D. TTA 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 they are over 18 years of age.

2. DISCLAIMER OF WARRANTY AND LIABILITY

TTA makes no representation or warranty, either express or implied, and disclaims all liability, as to the fitness, quality, delivery date, prices or any term of any trade transaction. Member agrees to indemnify and hold **TTA** 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 facilitated by the Network, in which Member participates is entered into by Member on a voluntary basis. Member agrees to waive any claim, debt, or liability whatsoever against **TTA** because of any computer or software malfunction or processing errors.

3. TAXES

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

C. ADMINISTRATION OF THE EXCHANGE AND TTA TRADE DOLLARS

1. NATURE OF TTA Trade Dollars

- Member's conduct transactions (purchases or sales of goods or services) using the **TTA** online system. Payments are made by posting debits and credits to the buying and selling Member's respective accounts, pursuant to these Rules and in the form of **TTA** Trade Dollars or the trade dollars of the barter exchange using **TTA** software.
- **TTA** Trade Dollars are a private currency which operates as contractually accepted tender for specified private debts only, between exchange members, backed only by the goods and services available within the Network, and regulated by **TTA**. These Trade Dollars denote value received for goods or services sold, and may be exchanged for other goods or services made available by **TTA** Member's. Trade Dollars may be used only in the manner and for the purposes set forth in this agreement and the Policies & Procedures. Neither **TTA** nor Member shall consider **TTA** Trade Dollars as legal tender, securities, or commodities. **TTA** disclaims any and all responsibility for the acceptance or negotiability of **TTA** Trade Dollars or for the availability of goods or services from any source. Barter dollars are not exchangeable for cash in US Dollars or any other currency.

2. LIABILITY FOR TTA Trade Dollars

- Member acknowledges that **TTA** Trade Dollars in the Network (positive balances) are the liabilities of persons who have spent more than their earnings (negative balances); that there is a creditor/debtor relationship between such persons, and that **TTA** transactions incur the normal business risks associated with any credit transaction. Any negative trade balances are solely the liability of Members' who owe **TTA** Barter Dollars to the Exchange and are not the liability of **TTA**. When sales to other exchanges or their members exceed purchases from other exchanges or their members it is the exchanges responsibility to facilitate purchases with other exchanges and their members.
 - a. Member acknowledges and grants to **TTA** the right and power to regulate and control the number of **TTA** Trade Dollars within the Network.
 - b. Member is NOT authorized to sell **TTA** Trade Dollars for cash or trade them for another barter currency at a discounted rate.

D. SUSPENSION OR TERMINATION

1. If Member violates this Agreement or the currently effective Policies and Procedures or is past due for fees due, **TTA** may at it's discretion immediately terminate Member's account or may freeze all activity in the account without notice and/or make immediate adjustment to the transactions involved. At its sole discretion, **TTA** may reinstate Member or unfreeze Members' account. Any negative comments made about The Trade Alliance or its officers will result in immediate termination of all rights for the party issuing such negative statements whether they be verbal, by phone conversation, by E-mail or written documents. This may also lead to legal actions by The Trade Alliance or it's officers against any party issuing negative comments about **TTA** or it's officers.
2. Either party may terminate this Agreement upon seven (7) days written notice to the other party. (Fax or E-mail is an acceptable notification) Upon termination:
 - A. All cash and **TTA** Trade Dollar service fees outstanding become due and payable. No service fees will be refunded. No exchange shall have access to any stored data as long as any fees due are not paid in full.
 - B. Any Member with a negative account balance (where purchases exceed sales) must balance their account with **TTA** Trade Dollars within thirty days of termination date. After said thirty day period, Member must immediately pay to **TTA** any remaining negative trade balance in cash. No data stored by **TTA** will be released to any exchange that has a negative account balance until such negative balance is paid by sales or cash.

- C. Any Member with a positive balance (where sales exceed purchases) must spend out their account within ninety days of termination. Any trade dollars remaining after ninety days will become the property of **TTA**.
- D. Access to any information contained within The Trade Alliance database is given only to the exchange owner and is not allowed to be copied or released to any party that is not a member in good standing within The Trade Alliance.
- E. All information contained within The Trade Alliance software is proprietary information and legally cannot be given to another party without the written consent of The Trade Alliance. To do so could lead to legal actions against the party violating this condition under state and Federal laws pertaining to rights to proprietary information as a criminal offense.
- **3 Changing the name of your exchange or selling your exchange does not constitute going out of business. As the owner of the exchange you have the right to first place your members elsewhere should you go out of business. We consider an exchange out of business if owner or owners abandon all their members for a period of 3 months or more or notify us of intent to cease operation and have not sold their exchange or member exchange is 30 days or more past due on fees owed to The Trade Alliance®.**
- All parties that agree to use The Trade Alliance software to run their business shall not use this software or its general terms to start their own barter software company and be in competition with The Trade Alliance within the United States for a period of 1 year after terminating their agreement with The Trade Alliance.

E. FEES For those using the full software management package.

- There is a 1 time, non refundable sign up fee of \$150.00 for barter exchanges with less than 50 members.
- Funds for any cash fees must be available at the time of the transaction or it will not be processed. You may do this by having a debit or credit card on file.
- Any cash fees paid to **TTA** are non-refundable. If buyers or sellers do not complete a transaction, or if performance of Members' obligations to each other is disputed, **TTA** will not be obligated to refund any fees it has received.

Usage fees payable are due at the end of each month and fees due for more than 10 days will be assessed a late fee of \$25.00 per month, or 1.50% of the unpaid balance, whichever is more.

Ongoing services fees are 0.50% (1/2%) of members transaction volume per month, payable in cash and charged to members credit card on file.

- - Ongoing services fees are a minimum of \$35.00 US dollars per month, payable in cash and charged to members credit card on file.
 - Ongoing services fees are a maximum of \$395.00 US dollars per month, payable in cash for up to 5 websites.
 - We do NOT offer to keep geographic areas exclusive.
- By acceptance of this agreement the Member agrees personally and corporately to guarantee payment of all cash fees and is responsible for all negative barter dollars, if any and any negative barter dollars become due and payable in cash 30 days after termination of their use of TTA software.
- Should a user of TTA software have fees due at the termination of the agreement those fees must be paid before any data is released.

F. MISCELLANEOUS

1. LEGAL REQUIREMENTS

Member shall abide by applicable international, federal, state or provincial, and local laws or regulations pertaining to exchange transactions. **TTA** shall not be responsible for any failures on the part of Member to comply with such laws and regulations. Member agrees not to hold **TTA** liable for any action **TTA** takes to comply with applicable laws or regulations.

2. NO WAIVER OF RIGHTS

TTA 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. **TTA** remedies are cumulative and are not exclusive of any remedies provided by law.

3. SEVERABILITY; ATTORNEY'S FEES

Every item contained in this agreement is separate from every other term herein. If any term should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this Agreement or the Policies and Procedures. If legal action must be taken by **TTA**, Member shall pay **TTA** reasonable attorney's fees, costs, plus interest from the date of default until payment in addition to any other judgment as granted by a court of law or an acceptable arbitration.

4. DISSOLUTION

If **TTA** terminates or otherwise ceases to do business, all Members' in a negative **TTA** Trade Dollar position will pay amounts they owe in cash (one **TTA** Trade Dollar being equal to one United States dollar in cash) into a fund. The fund, less expenses,

will be distributed pro rata to all Members' who are in a positive **TTA** Trade Dollar position. **TTA** is not liable to any Member's for cash or **TTA** Trade Dollars beyond the distribution of such funds.

5. SECURITY INTEREST

Member hereby grants **TTA** a security interest in all Trade Dollars in Member's account for the amount of all unpaid cash fees. If Member becomes insolvent or bankrupt all cash fees shall be due and payable in full. **TTA** shall have the option in lieu of filing as a creditor of treating the Trade Dollar balance as equal in value to the amount of cash fees owed, and terminating the account; provided however, that if **TTA** does receive all of its cash fees in full, **TTA** shall reinstate the Trade Dollars to the Member's account.

6. WARRANTY OF INFORMATION

Member warrants that it provides all information to **TTA** in good faith and that such information is accurate to the best of Member's knowledge.

7. FAX & E-MAIL SIGNATURES

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

8. 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.

9. NO WAIVER OF RIGHT

TTA'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. **TTA** remedies are cumulative and are not exclusive of any remedies provided by law.

10. INDEMNIFICATION

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

Any necessary travel costs on the part of any representative of The Trade Alliance® shall be paid in advance for any travel and shall include, but not limited to, cost of transportation, hotels and meals at a reasonable rate.

11. JUDGMENT SETTLEMENT

In the event of a dispute between **TTA** and Member resulting in a judgment entered on behalf of the Member against **TTA**, Member agrees that **TTA** shall have the right to satisfy said judgment in **TTA** Trade Dollars.

G. APPLICABLE LAW

1. This agreement shall in all respects be construed under the laws of the State of FL.
2. Venue shall be held in the state of Florida USA.
3. ***Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of The Trade Alliance® services or the Terms must be filed within 4 months after such claim or cause of action arose or be forever barred.***