

ClubShop Rewards Merchant Terms and Conditions

IMPORTANT - PLEASE READ THE FOLLOWING CAREFULLY BEFORE AGREEING TO BECOME A CLUBSHOP REWARDS MERCHANT

Your approval to be a ClubShop Rewards Merchant is based on your acceptance of all the terms and conditions in this agreement. By accepting our terms and conditions you are entering into a legal agreement with ClubShop Rewards and formally indicating your acceptance of the terms and conditions of this agreement as named below.

Defined Terms - In this Agreement: (a) "you" or "your" means you, the owner applicant applying to participate in the ClubShop Rewards Merchant Program, (b) "we" or "us" or "our" or "ClubShop Rewards" means the Discount Home Shoppers Club, Inc., (c) "our website" or your "website" means web pages provided by ClubShop Rewards, currently located at www.clubshop.com, (d) "Member" means any approved ClubShop Member or ClubShop Rewards card holder and (e) "discount" or "discount percentage" is the percentage of the sale (not including tax, shipping or handling) that you have agreed to pay ClubShop Rewards.

Approval Terms - We reserve the right to accept or reject a Rewards Merchant application in our sole discretion. If we reject your application, you may reapply after six months. We also reserve the right in our sole discretion to reject a Rewards Merchant application even after we have communicated acceptance to the Rewards Merchant and to remove a Rewards Merchant from the Rewards Merchant Program at any time for any reason.

Usage of Rewards Merchant Name and Logo - Upon being approved as a Rewards Merchant and being listed at our ClubShop Rewards Merchant Directory, you will be permitted to use the ClubShop Rewards name, logo and licensed trademarks in your advertising or promotions. You acknowledge and agree that such permission is limited, that all right, title, ownership and interest in same shall remain with us at all times. You shall not take any action inconsistent with our ownership of or goodwill associated with our name, logos or licensed trademarks, including, without limitation, applying for registration of any of our names, Logos or trademarks (or any mark similar thereto) anywhere in the world. However, we reserve the right to restrict or require you to discontinue any advertising using our names, logos or trademarks, in our sole discretion.

In the event that a Rewards Merchant's status has been terminated by either party, the Rewards Merchant must remove all ClubShop Rewards logos, stickers, signs or forms from the place of business and will be unable to use the ClubShop Rewards Merchant program for any future advertising or promotions.

Discount Percentage - You must honor the discount for any purchases made by our ClubShop Members. Should either party terminate this agreement, you must honor the discount on purchases made the day of or any day before such termination takes place.

Reward Merchant Packages - This agreement and selected package type shall continue for a period of one year, after which period it shall be automatically renewed for consecutive periods of one year, unless either of the parties gives notice in writing or email that it does not wish the agreement and selected package type to be renewed, with a notice of two months.

DIRECT DISCOUNT PACKAGES

FREE - Directory listing, as low as 10% off of purchase, 50 character limit information section about your company and 5 keywords for search

BASIC - Directory listing, as low as 5% off of purchase, 100 character limit information section about your company, 10 keywords for search and able to add 1 extra Merchant Branch.

BRONZE - Directory listing, your company logo next to your listing, as low as 4% off of purchase, 150 character limit information section about your company, 20 keywords for search and able to add 2 extra Merchant Branches.

SILVER - Directory listing, your company logo next to your listing, as low as 3% off of purchase, 200 character limit information section about your company, your company website linked next to your listing, 30 keywords for search and able to add 4 extra Merchant Branches.

GOLD - Directory listing, your company logo next to your listing, as low as 2% off of purchase, 250 character limit information section about your company, your company website linked next to your listing, 40 keywords for search and able to add 8 extra Merchant Branches.

PLATINUM - Top directory listing for search and category, your company logo next to your listing, as low as 1% off of purchase, 300 character limit information section about your company, your company website linked next to your listing, 50 keywords for search and able to add 10 extra Merchant Branches.

** All direct discount packages have the option to do a "Buy One Get One" as their direct discount. Also, Bronze and higher direct discount packages have the option to a "Flat Fee" as their direct discount. All discounts are done directly with the purchasing customer.*

TRACKING DISCOUNT PACKAGE

FREE - Directory listing, as low as 5% off of purchase, 50 character limit information section about your company and 5 keywords for search.

** All Free tracking discount packages must manually track and report each purchase and pay ClubShop Rewards their percentage that was selected.*

Sale Prices - Your business must honor the prices and offers listed at the time of purchase, as well as the agreed to discount with the ClubShop Rewards. Any sales, clearance or special offer purchases made by Members that will not include the agreed to discount must be pre-approved by ClubShop Rewards and noted at our ClubShop Rewards Merchant Directory.

Customer Service - Your business must provide good customer service and a method for Members and ClubShop Rewards to contact your business about customer service issues. ClubShop Rewards may, at their discretion, make a determination of unacceptable customer service and consequently terminate your status as an approved Rewards Merchant, upon providing you notice of same.

Product Standards - The products or services offered must be in good taste and socially acceptable. ClubShop Rewards may, at their discretion, make a determination of unacceptable products and services and consequently terminate your status as an approved Rewards Merchant, upon providing you notice of same.

Return Policy - Your return policy must be clearly stated and be made readily available to the purchasing Member.

Customer Receipts - Each Member purchase must include a receipt that is stamped or imprinted, designating it as a Rewards Merchant purchase.

Reporting Purchases - Tracking Discount merchants must report all Member purchases within 24 hours of the purchase being made, either by approved electronic means or by entering the purchase information into your ClubShop Merchant account. Failure to report purchases in a timely manner will be grounds for termination of your Rewards Merchant status.

Terms for Non-United States Based Businesses - The draft for acquiring the funds necessary to pay Reward Points, referral fees, pay points and administrative costs will be drafted in USD. Because of minor variations in conversion rates the amount drafted may be slightly lower or higher in local currency when this monthly draft occurs.

Tracking and Recording Transactions - Tracking Discount merchants must login to their password protected ClubShop Merchant account to report all purchases and returns made by our ClubShop Members. At the end of each month, you will be provided with a report at your ClubShop Merchant account, showing the total of purchases made and the amount owed ClubShop Rewards by your business, based on the agreed to percentage of discount.

Discrepancies - Should any discrepancies be seen at your report, you must report the discrepancy to the ClubShop Rewards within 3 business days of it being posted, in order for it to be eligible for consideration. We will review any contests made about an entry. However should a contest be made 3 business days after an entry has been posted, ClubShop Rewards, at their discretion, may choose not to make any change to the posting.

Payment Policy - Merchants that have monthly or transaction fees will be billed automatically at the start of each month.

Charging ClubShop Reward Members - All ClubShop Reward Merchants shall abstain from charging ClubShop Reward Members for fees or expenses that are related to the participation of the ClubShop Rewards Program.

Nonpayment Policy - Should ClubShop Rewards be unable to receive the discount amount owed, the Merchant status will be changed to suspended, notices will go out to purchasing Members notifying them of the nonpayment and it will be posted as such to the Rewards Merchant Directory until such time as the money owed ClubShop Rewards has been collected. Should the amount owed not be collected by the 10th of the month, following the month the applicable purchases were made, notices will go out to the purchasing Members that the Rewards Merchant has not honored this agreement and the applicable Member credits will be reversed until such time as the Merchant provides payment. Should the Rewards Merchant not provide payment as owed by the end of the month following the month the eligible purchases were made, ClubShop Rewards will terminate the Rewards Merchant status and post same to the Rewards Merchant Directory.

Representations - You have independently evaluated the desirability of participating in the Rewards Merchant Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement. No guarantee has been made for the increase or improvement of sales is concerned, by your participation as a Rewards Merchant.

Agreement Term - The term of this Agreement shall begin upon our acceptance of your Rewards Merchant Application and will end when terminated by either party. Either you or we may terminate this Agreement and your participation in the Rewards Merchant Program at any time, with or without cause, by giving the other party written notice of termination. Providing notice by email to us at support1@clubshop.com and to you at the email address in our records shall be sufficient notice for termination of this Agreement.

Agreement Modification - We may modify any of the terms and conditions contained in this Agreement at any time and without approval, by posting a change notice or a modified agreement at our website. Notice of any change to this Agreement delivered by e-mail to your address on our records or by the posting of a new agreement on our website shall constitute sufficient notice to you of such change. If a modification is unacceptable to you, your sole recourse is to terminate this Agreement and your participation in the Rewards Merchant program. Your continued participation in the Rewards Merchant program following our posting of a change will constitute binding acceptance by you of such change.

Relationship of the Parties - Nothing set forth in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf.

Limitations on Liability - Neither ClubShop Rewards or any of its officers, employees, or agents will have any liability of any sort arising from any website interruptions, or for any inability to communicate effectively by email transmissions. We do not warrant that our or your website will be error free or that it will function without interruption.

Miscellaneous - This Agreement shall be governed by the laws of the United States and of the State of Florida, as applied to agreements made, entered into and performed entirely within the State of Florida, notwithstanding your actual state of residence or principal business location. Any disputes between parties arising under or in conjunction with this agreement or further agreements resulting thereof, shall be submitted to and settled by the courts of the United States. Any action relating to this Agreement must be brought in federal or state courts located in the State of Florida, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation or law or otherwise, without our prior written consent. Subject to such restriction, this Agreement will be binding upon, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. This Agreement constitutes the entire agreement between the parties regarding its subject matter, supersedes any other agreements or understandings between them, and may only be amended by us as described above, or, as to any amendment initiated by you, in a writing signed by us.

Card Requirements - There must be 50 ClubShop Rewards cards per merchant in a merchant's state or province. If there are not enough cards in a state or province, then we will not allow any merchant applications to be submitted until there are enough cards to support the merchants in their local state or province.

Reinstatement - Terminated Merchant Memberships can be reinstated if they pay for their past commissions that were not paid and a \$50 USD reinstatement fee.

**Rewards Merchants are prohibited from selling illegal drugs and pornographic material.*