

Discount Membership Club Terms Agreement

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

This Terms Agreement was last updated on August 15, 2017.

Welcome to Discount Membership Club, and thank you for visiting the www.discountmembership.club website. This Agreement sets forth the legal terms and conditions of your use of the Discount Membership Club website and various related sites and services. Your use of this website is subject to your compliance with all the terms, conditions, and notices contained or referenced in this Agreement, as well as any other written agreement between us.

1. Acceptance of Terms.

Discount Membership Club ("Discount Membership Club" or "we", "us", "our") provides access to the Discount Membership Club website, located at www.discountmembership.club, (the "website") subject to your acceptance of this website User Agreement ("Agreement"). BY CLICKING ON THE "I AGREE" BUTTON OR OTHERWISE USING THE <https://www.discountmembership.club> WEBSITE, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If you agree, click on the "I AGREE" button on the registration page. If you click "I AGREE" without actually reading or printing this license agreement, you will nevertheless be legally bound. If you do not agree to be bound by the terms of this Agreement, you will not be able to proceed with the registration process which will enable you to purchase products or services on our site.

IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE EXIT THIS SITE NOW. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THIS WEBSITE AND THE APPLICABLE PRODUCTS, SERVICES, CONTENT OR INFORMATION.

When using a particular feature of the website, you may also be subject to any posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or other contractual provision as noted. Discount Membership Club may update this Agreement from time to time without prior notice to you. We encourage you to review this Agreement periodically for any updates or change.

IF YOU ARE AN INDEPENDENT MARKETING DIRECTOR, (IMD) YOU ARE BOUND BY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN YOUR IMD AGREEMENT AND THE POLICIES AND PROCEDURES.

2. Eligibility.

You represent and warrant that you are at least 18 years old and are of sufficient legal age to use the website and to enter into the binding legal obligations you may incur as a result of the utilization of the website. You agree to be financially responsible for any liability you may incur as a result of using the website.

3. Access and Passwords.

As part of our registration process, you may have selected a particular username and password that will entitle you to enter password-protected areas of the website. By registering, you agree that all information provided in the registration process is true and accurate and that you will maintain and update this information as required to keep it current, complete, and accurate. You agree that you are the only individual entitled to access the site using your username or password, and you agree not to permit others to access the site under your sign-up information. You may not assign or otherwise transfer your account to any other person or entity. If you lose your password, our system can quickly generate you a new one. Just click the "forgot password" link on the login page.

4. Use of the website.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. You understand that Discount Membership Club cannot and does not guarantee or warrant that files available for downloading from the website will be free of infection or viruses, worms, trojan horses, time bombs, cancelbots or other computer programming routines that are intended to intercept or expropriate any system, data or personal information, or to damage, detrimentally interfere with any system. You are responsible for implementing sufficient firewalls, virus protections and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the website for the reconstruction of any lost data.

5. Online conduct.

IMDs and users agree that they are solely responsible for the content or information IMDs and users publish, post or display on the website, or transmit to other IMDs and users.

You agree to use the Service in a manner consistent with any and all applicable laws and regulations that you will not post any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. You agree that you will not post on the website, or transmit to other IMDs and users or employees, any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, or illegal material, comments, suggestions, photos, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Please notify us of any material

contained on the website that you believe infringes these rules by sending an email to customerservice@discountmembership.club.

You will not engage in advertising to or solicitation of, other IMDs and users to buy or sell any products or services through the website. You will not transmit any chain letters, spam or junk email to other IMDs and users.

You will not harvest or collect personal information about other IMDs and users whether or not for commercial purposes, without their express consent. You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the website or its contents. You will not "frame" or "mirror" any part of the website, without our prior written authorization. You also shall not use metatags or code or other devices containing any reference to Discount Membership Club or the website to direct any person to any other website for any purpose. You will not modify, adapt, sub-license, translate, sell, reverse engineer, decipher, de-compile or otherwise disassemble any portion of the website or any software used on or for the website or cause others to do so.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

We reserve the right to terminate or restrict your access to the website if, in our opinion, your use of the website may violate any laws, infringe upon another person's rights or violate the terms of this Agreement.

6. Links to Other websites.

Discount Membership Club expends significant efforts to provide only high-quality web resources that are valuable and appropriate. However, because Discount Membership Club does not have control over the changing nature of content on sites that are listed in its links, Discount Membership Club contains third-party sites for use at the user's risk and explicitly disclaims any responsibility for the accuracy, content, or availability of information the resources may contain. Subsequently, Discount Membership Club does not warrant or guarantee that information on a listed site will not contain material that is inaccurate, or which some individuals may deem inappropriate or objectionable.

7. Intellectual Property.

The contents of the website, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the "Content") is the property of Discount Membership Club and/or its affiliates or partners, and is protected by federal and international copyright and trademark laws, or other proprietary rights. These rights are protected in all forms, media, and technologies existing now or in the future developed. You may print and download portions of the material from the different areas of the website solely for your personal non-commercial use or your non-commercial use or as otherwise permitted in writing. No portion of the Content

may be reprinted, republished, modified, or distributed in any form without the express written permission of Discount Membership Club, unless otherwise noted. Certain content may be licensed from third-parties, and all such third-party content and all intellectual property rights related to the content belong to the respective third parties. You may not remove, alter or modify any copyright, trademark or other intellectual property or proprietary notice or legend contained on the website or the Content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by Discount Membership Club.

Discount Membership Club, the logo, and all product and service names, company names, and other logos, unless otherwise noted, are trademarks and/or trade dress of Discount Membership Club. The use or misuse of any Marks or any other materials contained on the website, without the prior written permission of their owner, is expressly prohibited. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of Discount Membership Club or any third-party.

ANY UNAUTHORISED USE OF ANY MATERIALS CONTAINED ON THIS WEBSITE MAY VIOLATE COPYRIGHT LAWS, TRADEMARK LAWS, THE LAWS OF PRIVACY AND PUBLICITY, AND COMMUNICATIONS REGULATIONS AND STATUTES.

8. Limitation of Liability.

THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS CONTAINED IN THIS WEBSITE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCOUNT MEMBERSHIP CLUB DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, Concerning SUCH INFORMATION, SERVICES, PRODUCTS, AND MATERIALS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Also, DISCOUNT MEMBERSHIP CLUB DOES NOT WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS WEBSITE IS CURRENT, COMPLETE, OR ERROR-FREE. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL DISCOUNT MEMBERSHIP CLUB, IT'S SUBSIDIARIES, AFFILIATED ENTITIES, OFFICERS, EMPLOYEES, AGENTS, LICENSEES OR LICENSORS, OR ITS SUPPLIERS OR RESELLERS (EITHER JOINTLY OR SEVERALLY) BE LIABLE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OR OTHER LOSS OF ANY CHARACTER, RELATING TO THE WEBSITE, THE COMMUNITY OR CONTENT, THIS AGREEMENT OR ACTIVITIES RELATING THERETO EVEN IF DISCOUNT MEMBERSHIP CLUB SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS

SECTION TO BE UNENFORCEABLE, THEN DISCOUNT MEMBERSHIP CLUB'S LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

9. Account and Password.

You are solely responsible for all activities within your account under your password and Discount Membership Club identification number. Your password should be treated with care and should not be disclosed to anyone. You cannot use your password or someone else's password for any unauthorized purpose. You indemnify Discount Membership Club and its staff from all claims and liabilities made by a third party resulting from all activities incurred within your account.

In consideration of your use of the website you agree to (i) provide true, accurate, and current and complete information about yourself or your organization as prompted by the website (the "Registration information"); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the website and future access to the website.

10. Indemnification.

You agree to indemnify, defend and hold Discount Membership Club and its affiliates, subsidiaries officers, IMDs, employees and agents harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including actual attorneys' fees) resulting from (i) your use, misuse or abuse of the website, (ii) your use or purchase of services or goods provided through the website, or (iii) your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in Discount Membership Club's defense of any claim. Discount Membership Club reserves the right, at its expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not, in any event, settle any matter without the written consent of Discount Membership Club.

11. Customer Product Guarantee.

At Discount Membership Club, we stand behind our products with a money back guarantee. If you are dissatisfied with your purchase, we accept for return any non-expired, un-opened products for up to 12 months from the date of purchase for 90% refund excluding shipping and handling.

Any packages returned to Discount Membership Club as refused will be automatically refunded minus a 10% processing fee. All items being returned for a refund must have an accompanying invoice to verify generation of the sale at Discount Membership Club's home office at 7322 Southwest Freeway, Suite 2000, Houston, Texas 77074, USA. All return shipping costs will be incurred by the customer.

Any product returns received by Discount Membership Club that are not postmarked within 12 months of the original purchase date is not eligible for a refund, replacement or exchange, regardless of the ability to resell the product.

Any claims of missing or damaged items and lost shipments or any other order exception must be made within 30 days of the original purchase date. The only exception to this rule is an order purchased at a Discount Membership Club convention in which case the claim must be made at the convention. Claims for convention purchases will not be accepted after the last day of the convention.

The 12-month product buy-back does not apply to subscriptions and products advertised as a special discounted promotional item “not eligible for a refund.”

12. Confidentiality.

For IMDs, your user license includes a revocable right to access and use certain trade secret, confidential, and proprietary business information, which includes, without limitation, downline report information, i.e., information compiled by Discount Membership Club that discloses or relates to all or part of the downline or upline within the IMD's sales organization, including, without limitation, IMD lists, and all IMD contact and business performance information. You acknowledge that Discount Membership Club is the exclusive owner of all such confidential information and agree to maintain all confidential information in strictest confidence and to use it only as authorized by Discount Membership Club. You agree not to compile, organize, access, create lists of, or otherwise use the confidential information except as permitted by Discount Membership Club under the IMD Policies and Procedures, as amended.

13. Linking and Framing Policy.

This website may contain links to other websites operated by third parties. The linked sites are not under our control, and we are not responsible for their content. Such links do not imply our endorsement or guarantee of the products, information, or recommendations provided by any third-party site. The third-party site may have a privacy policy different from ours and may provide less security than this website. We disclaim all liability concerning your access to such linked websites. We provide links to other sites as a service to users, and access to any other sites linked to this website is at your risk.

You may not link to or from our website with any other website unless expressly given permission by Discount Membership Club.

14. Acceptable and Lawful Use of the website.

Any information provided to Discount Membership Club in connection with use of the website: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain any viruses, trojan horses, worms, time bombs, or other computer programming routines that are intended to intercept or expropriate any

system, data or personal information, or to damage, detrimentally interfere with any system.; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libelous, unlawfully threatening or harassing; and (f) shall not create liability for Discount Membership Club or cause us to lose the services of our Internet service providers or other suppliers.

You agree not to interfere or take action that results in interference with or disruption of the website or servers or networks connected to this website. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to this website.

15. Anti-Spam Policy.

Discount Membership Club strictly prohibits the sending of unsolicited bulk email (spam). Spam is defined for this purpose as sending messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior consent has been obtained from the email recipient or unless there is a preexisting business or personal relationship with the email recipient. Discount Membership Club also prohibits using false headers in e-mails or falsifying, forging or altering the origin of any email in connection with Discount Membership Club, and its products and services. Discount Membership Club prohibits engaging in any of the preceding activities by using the service of another provider, remailer service, or otherwise. If you or anyone you know is "spammed" by someone who is selling or describing Discount Membership Club's products and services, please contact us promptly so that we make take appropriate action.

16. Governing Law, Jurisdiction and Venue.

This Agreement and access to the website shall be governed by and construed in agreement with the law of the state of Texas, exclusive of its choice of law rules and matters affecting copyrights, trademarks, and patents under U.S. federal law. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the state of Texas and of the United States of America located in Texas for any litigation arising out of or relating to use of the website or purchases of services made through the website (and agree not to commence any litigation relating thereto except in such courts). You at this moment irrevocably and unconditionally waive any objection to the laying of venue of any such litigation in the courts of the state of Texas and agree not to plead or claim in any court in the state of Texas that such litigation brought therein has been brought in an inconvenient forum.

17. Waiver.

No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party concerning any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver

thereof. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or modified. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

18. Severability.

If one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

19. Headings.

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

20. Assignment.

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of Discount Membership Club, except according to the sale of your business, or all or substantially all of its assets. Discount Membership Club may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

21. Third Party Beneficiary Rights.

No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

22. Changes to These Terms of Use.

We reserve the right, in our sole discretion, to modify these Terms at any time. Updated versions of the Terms will be posted here on our website and are effective immediately. Please check back frequently, especially before you use our website, to see if these Terms have changed. Continued use of the website after any changes to the Terms constitutes your consent to such changes.

23. Contact Us.

If you have any concerns about the website or these Terms, please send an e-mail to customerservice@discountmembership.club or call 713.981.6007. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.