



TradeWins!

Business Services Agreement and Application - online form

1. Client understands and agrees that *TradeWins!* is a referral and record keeping service only. *TradeWins!* is *not* an agent for Client, as buyer or seller, in trade transactions.
ntirety. Client understands that (from time to time) it may be modified or amended by *TradeWins!*, at the sole discretion of *TradeWins!*.
3. *TradeWins!* charges a one-time account set up fee of \$50.00 cash and \$50 Trade Dollars. Client understands as an individual account that they will not be granted any credit line and their account is a debit format (sell first to earn ETV's). Monthly Fees are \$30 Cash and \$30 TradeDollars.
4. Client agrees to offer its products to other active *TradeWins!* Clients at prevailing competitive market prices in exchange for ETV's (*Electronic Transfer of Value*). Taxes, gratuities, or shipping charges may be paid in cash.
5. Client will utilize the *eValues* web site and/or toll-free telephone service for all trade purchase activity. ETV expenditures are limited to Client's available (earned) account balances.
6. *TradeWins!* does not warrant, represent, express, imply, or guarantee that any specific products or services will be available at any given time, nor when Client has a specific need.
7. Certain *TradeWins!* Client businesses such as supermarkets, travel agencies, gasoline retailers, and others offer products with gross profit margins that are inherently small. In order to trade profitably, such Clients may trade at premium pricing levels as determined by *TradeWins!*.
8. Client understands and agrees that hotel/condo/charter-boat reservations made on trade *may be* transferable (if allowed by Vendor) but *cannot* be canceled for refunded. Client is solely responsible for the satisfactory fulfillment of any trades that involve special orders or works-in-progress (e.g. construction, service work, or leases). Client's *TradeWins!* account is charged the full price at the time of sale.
9. Client must look solely to the manufacturer, distributor, or retailer of products or services for warranties of *any* goods acquired on trade, for timely product delivery, prices, warranties, or other product representations. In the event of a dispute between Clients, Client indemnifies and holds *TradeWins!* harmless with respect to any claim, liability, or debt (including attorney's fee and court costs) arising out of any trade transaction dispute.
10. Client may temporarily halt trading. To do this, Client's *TradeWins!* ETV Credit Line billing must be paid-current.
11. Client/Applicant files this application to obtain a *TradeWins!* ETV account. Client hereby grants, to the benefit of *TradeWins!*, a *release* to (from time to time) obtain personal credit reports from reputable credit reporting services. *TradeWins!*, in its sole discretion, may suspend or terminate any Client when Client's credit standing is seriously impaired or at imminent risk of becoming impaired.
12. *TradeWins!* will itemize all Client account activity as part of the consolidated statement. Client shall direct any correspondence and billing inquiries directly to *TradeWins!*.
13. Client's monthly account statement is considered accurate when issued. Client must notify *TradeWins!*, in writing, of any discrepancy of said statement within 14 days of receipt, otherwise said statement is considered correct and accurate. Late fees shall be charged for bills not paid within ten (10) days of the date due. *TradeWins!* ETV negative balances (if any) are repayable monthly in Canadian dollars only.
14. When *TradeWins!*, in its sole discretion, determines that Client's account and/or collateral are unsound or insufficient to assure *TradeWins!* against loss, then *TradeWins!* may suspend or close Client's account. Client will pay any deficiencies due within ten (10) days.
15. If in the event any purchase for ETV's the Client does not have enough earned ETV's in their account to cover the full purchase price in ETV's, Client grants *TradeWins!* the right to sell ETV's to the Clients account for cash on a 1:1 basis and charge said amount against the credit card / direct debit account they have on file with *TradeWins!*.

16. Earned ETV's may NOT be redeemed for cash; ETV's are not redeemable for Canadian dollars at public financial or government institutions. ETV's are not public legal tender that non-Clients must, by statute, accept as payment for goods or services. An "ETV" is an accounting entry, or "unit," that is used to account for trade transactions between TradeWins! clients. Obligations to TradeWins! will be paid in Canadian dollars. Client accounts that are suspended forfeit trading privileges *until* paid and brought current. There is a Forty-dollar (\$40.00) charge for returned or NSF checks and for declined credit card payments. In a default, TradeWins! may, without notice, seize ETV's from Client's account, in amounts equal to (or as an offset for) the amounts owed to TradeWins! by any Client.
17. All trade or barter transactions or barter sales are taxable events.
18. A mainstay of TradeWins! business is the introduction of contacts & clients between Clients for the purpose of completing barter transactions. When any Client defrauds TradeWins! of its just "trade activity" compensation it is agreed that TradeWins! shall be entitled to punitive damages.
19. TradeWins! reserves the right to cancel any client: (a) should TradeWins! receive complaints on a given client for either poor performance or charging in excess of Clients normal prices; (b) should Client charge cash or violate the TradeWins! Trade Agreements; c) should Client violate relevant Canadian law.
20. Should TradeWins! or Client terminate this Agreement, Client may be required to "prepay" ETV credit line billings prior to spending Client's positive ETV balance. Client has 90 days after a notice of termination to spend said positive ETV balances. When, at the time of termination, Client owes unpaid billings to TradeWins!, then Client shall pay TradeWins! all amounts due (with Canadian dollars) within ten days. Client authorizes TradeWins! to charge Client's credit card for said billings due.
21. Lost or stolen Client account access information and/or TradeWins!-MasterCard must be reported to TradeWins! within 24 hours of said loss. Client is responsible for any ETV purchases made using Client's account.
22. In the event of a dispute between TradeWins! and Client resulting in a judgment entered on behalf of the Client against TradeWins!; Client agrees that TradeWins! shall have the right to satisfy said judgment in TradeWins! ETV's.
23. TradeWins! ETV's may be transferred or offered for sale without prior written approval of TradeWins!. TradeWins! reserves the right to deny the sale or transfer of any ETV's by client.
24. TradeWins! will only be responsible for commitments made in writing by TradeWins! Corporate officers.
25. In the event that the client is a corporate entity, the individual who executes this Agreement on its behalf hereby agrees to be (jointly and severally) liable for all obligations that may become due under the terms of this Agreement and for any and all billings, charges, attorney fees, and court costs.
26. Client agrees to pay any and all costs of collection, penalties, plus interest from the date due. All such obligations must be paid in Canadian dollars.
27. In the event that one or more of the provisions within this Agreement is found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.
28. This Client Agreement constitutes the entire Agreement between TradeWins! and the signing parties, and shall be binding upon the heirs, successors, administrators and assigns of Client.
29. Jurisdiction for the interpretation, application or contest pertaining to this agreement shall be solely in the Province of Alberta. Venue for the purpose of bringing any Court action pertaining to the interpretation or application of this Agreement shall only be held in the Province of Alberta. This agreement shall be construed in accordance with the laws of the Province of Alberta..
30. Client acknowledges that TradeWins! is TradeWins! #1, 21003 100 Ave Edmonton Alberta T5T 5X8 Canada