



**TradeWins! BizPaye**  
**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.
2. Client agrees that signing this Agreement constitutes acceptance of it in its entirety. 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 \$100.00 cash and \$100 TradeDollars.
4. *TradeWins!* charges monthly fees of \$15 cash and \$15 Tradedollars.
5. *TradeWins!* charges transaction fees at a rate of 3% cash 3% tradedollars on all transactions.
6. Client agrees to offer its products to other active *TradeWins!* Clients at prevailing competitive market prices in exchange for *Trade Dollars*). Taxes, gratuities, or shipping charges may be paid in cash.
7. Client will utilize the *TradeWins!* web site for all trade purchase activity. Trade Dollar expenditures are limited to Client's available (earned) account balances.
8. *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.
9. 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!*.
10. 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 refund. 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.
11. 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.
12. Client may temporarily halt trading. To do this, Client's *TradeWins!* Trade Dollar Credit Line billing must be paid-current.
13. Client/Applicant files this application to obtain a *TradeWins!* Trade Dollar 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.
14. *TradeWins!* will itemize all Client account activity as part of the consolidated statement. Client shall direct any correspondence and billing inquiries directly to *TradeWins!*.
15. Client's monthly account statement is considered accurate when issued. Client must notify *TradeWins!*, in writing, of any discrepancy of said statement within 7 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!* Trade Dollar negative balances (if any) are repayable monthly in Canadian dollars only.
16. 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.
17. If in the event any purchase for Trade Dollars the Client does not have enough earned Trade Dollars in their account to cover the full purchase price in Trade Dollars, Client grants *TradeWins!* the right to sell Trade Dollars 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!*.
18. Earned Trade dollars cannot be redeemed for cash by TradeWins. Trade Dollars are *not* redeemable for Canadian dollars at public financial or government institutions. Trade Dollars are *not* public legal tender that non-Clients must, by statute, accept as payment for goods or services. An Trade Dollar is an accounting entry, or "unit," that is used to account for trade transactions between *TradeWins!* clients.
19. 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 Trade Dollars from Client's account, in amounts equal to (or as an offset for)

- the amounts owed to *TradeWins!* by any Client.
20. All trade or barter transactions or barter sales are taxable events.
  21. 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.
  22. *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 or ordinance.
  23. Should *TradeWins!* or Client terminate this Agreement, Client may be required to "prepay" Trade Dollar credit line billings prior to spending Client's positive Trade Dollar balance. Client has 90 days after a notice of termination to spend said positive Trade Dollar balances. When, at the time of termination, Client owes unpaid billings to *TradeWins!*, then Client shall pay *TradeWins!* all amounts due (with Canadiandollars) within ten days. Client authorizes *TradeWins!* to charge Client's credit card for said billings due.
  24. 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 Trade Dollar purchases made, Using Client's account.
  25. 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!* Trade Dollars.
  26. *TradeWins!* Trade Dollars 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 Trade Dollars by client.
  27. *TradeWins!* will only be responsible for commitments made in writing by *TradeWins!* Corporate officers.
  28. 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.
  29. 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.
  30. 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.
  31. 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.
  32. 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..
  33. Client acknowledges that TradeWins! is TradeWins!, #1, 21003 100 Ave Edmonton Alberta Canada T5T 5X8