

## Terms of Service Amended May 1 2022

The following terms and conditions constitute the contract by and among members and TradeWins BIZPaye.

In order for your account to be opened by TradeWins BIZPaye, you agree to the TradeWins BIZPaye Trading rules and regulations which constitutes acceptance of all terms, conditions, policies and procedures as most recently adopted by TradeWins BIZPaye.

They apply to all TradeWins BIZPaye members and to all transactions facilitated by TradeWins BIZPaye.

At its sole discretion, TradeWins BIZPaye may amend these TradeWins BIZPaye Trading Rules and Regulations by sending members an email notice that the TradeWins BIZPaye Trading rules and Regulations have been amended, and the amended copy is updated on the website for all to see. The amendment of of these Trading Rules and Regulations constitutes changes effective the date of notice.

TradeWins BIZPaye is an association of businesses and professionals who have joined together to do business among themselves through the organized system which is regulated by the recordkeeping and administrative services of TradeWins BIZPaye through the medium of TradeWins BIZPaye trade dollars.

TradeWins BIZPaye regulates the network and acts as a third party record-keeper and oversees the clearinghouse function of the network for the members.

Members desire to do business with other members of the network and hereby subscribe to TradeWins BIZPaye services.

TradeWins BIZPaye reserves the right of final approval of this agreement and may refuse to accept anyone as a member for any reason it deems necessary, at any time.

The signer of this agreement hereby acknowledges that they are over 18 years of age, and that they have the authority to join TradeWins BIZPaye on behalf of their company, and that they **corporately and personally guarantee** the trade activity, fees generated and work performed by all on behalf of their company to TradeWins BIZPaye members.

The signer of this agreement hereby acknowledges these trading rules as follows:

- 1) they must offer at least one of their current menu of goods and services on 100% trade dollars.
- 2) Any cash barter split must be preapproved by TradeWins management.
- 3) Minimum barter for All split transactions is 25%
- 4) Cash barter split transactions must follow these guidelines
  - a) First \$2000 of any invoice is 100% barter
  - b) Any invoice amount between \$2001 and \$9999 must be minimum 50% barter
  - c) Any invoice amount over \$10,000 must be a minimum of 25% trade

Guidelines can be amended for specific transactions at specific times under special circumstances.

## DISCLAIMER OF WARRANTY AND LIABILITY

TradeWins BIZPaye 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 TradeWins BIZPaye 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.

## 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 TradeWins BIZPaye responsible to pay any taxes on behalf of any member. Transactions involving TradeWins BIZPaye trade dollars are generally treated as taxable events for National, federal, state or provincial, and local tax purposes. The declaration and reporting of applicable taxes resulting from trade transactions rests solely with the member. Member agrees to indemnify and hold TradeWins BIZPaye harmless for any actions TradeWins BIZPaye takes to comply with National, federal, state or provincial, and local laws.

## ADMINISTRATION OF THE EXCHANGE AND TradeWins BIZPaye TRADE DOLLARS NATURE OF TRADE DOLLARS

Members conduct transactions (purchases or sales of goods and/or services) using the TradeWins BIZPaye online system, or by requesting TradeWins BIZPaye to post the transaction on its online system. Payments are made by posting debits and credits to the buying and selling member's respective accounts, pursuant to these Trading Rules and Regulations, and in the form of TradeWins BIZPaye trade dollars.

TradeWins BIZPaye 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 TradeWins BIZPaye. These trade dollars denote value received for goods or services sold, and may be utilized only to purchase other goods or services made available by TradeWins BIZPaye members but must run through buyers and sellers accounts so that TradeWins BIZPaye may bill their appropriate transaction fees as per these Trading Rules and Regulations.

At no time are members permitted to do "direct trading" with each other, without posting the transactions through TradeWins BIZPaye to post appropriately to each account. Trade dollars may be used only in the manner and for the purposes set forth in these TradeWins BIZPaye Trading Rules and Regulations. Neither TradeWins BIZPaye nor member shall consider TradeWins BIZPaye trade dollars as legal tender, securities, or commodities. TradeWins BIZPaye disclaims any and all responsibility for the acceptance or negotiability of TradeWins BIZPaye trade dollars or for the availability of goods or services from any source.

## LIABILITY FOR TradeWins BIZPaye TRADE DOLLARS

Member acknowledges and grants to TradeWins BIZPaye the right and power to regulate and control the number of TradeWins BIZPaye trade dollars within the network.

Member understands that the seller is responsible to get an authorization from TradeWins BIZPaye PRIOR to beginning any work for any buyer. That is the only way that seller can

guarantee payment from TradeWins BIZPaye member. TradeWins BIZPaye has the complete authority to edit the trade amount or reverse the transaction if the work is not begun or completed within a timely fashion, is not considered quality work, is not finished as promised, or by written agreement.

Member also grants to TradeWins BIZPaye the right and power to borrow from the network.

## TERMINATION

If member violates any part of these TradeWins BIZPaye Trading Rules and Regulations, or TradeWins BIZPaye or members or member panel (if available) feels that member is not a good fit in the TradeWins BIZPaye system, TradeWins BIZPaye may at its discretion immediately terminate members account or may freeze all activity in the account with notice and/or make immediate adjustment to the transactions involved. At its sole discretion, TradeWins BIZPaye may reinstate member or unfreeze members account. TradeWins BIZPaye may also, at its sole discretion, terminate a members account if it feels that they not a good positive member for TradeWins BIZPaye and/or its members.

Either party may terminate this Agreement by communicating that decision to the other party.

Upon termination, all fees including spend out fees immediately become due and payable. No fees will be refunded for any reason.

Regardless if TradeWins BIZPaye or member is terminating the account, any member with a negative trade account balance (where purchases exceed sales) may, with TradeWins BIZPaye approval, balance their account with product, service and/or non-expiring gift certificates. This must be completed within 7 days of termination date. If for any reason TradeWins BIZPaye cannot accept product, service or gift certificates to satisfy a negative trade balance deficit, or member is not able to provide product, service or gift certificates to satisfy a negative trade balance, then member's card on file will immediately be charged for all fees and negative trade balance due in cash.

Any Member with a positive balance (where sales exceed purchases) must spend their account balance within 180 days of termination, after any outstanding fees that are due (including spend out fees) are paid in full. All fees become due and payable immediately upon notice of termination. Member will be able to spend the trade in their account but may not go into a negative trade balance. If going into the negative balance is needed to complete a transaction, member will pay the difference in cash to TradeWins BIZPaye BEFORE the final transaction is completed. In addition, spend out fees on the buy end only will be assessed on the account (5% of the positive trade balance if an active, current credit or debit card is on file. If not, 6% cash is the adjusted spend out fee. TradeWins BIZPaye also may, at its sole discretion, extend the 180 day spend out period. This extension of spend out time will be based on the professional demeanor of the terminating member. In any case, the cash fees are still due and payable immediately upon notice of termination.

## FEEES

All fees paid to TradeWins BIZPaye are completely non-refundable. If buyers or sellers do not

complete a transaction, or if performance of members' obligations to each other is disputed, TradeWins BIZPaye will not be obligated to refund any fees it has received. The only time that TradeWins BIZPaye is obligated to refund the fees is if TradeWins BIZPaye has made an accounting error.

All members are required to have a current, active credit on file at all times. Your card on file is debited the 15th of each month. If card on file is declined for any reason, a \$50 NSF fee will be assessed.

Transaction fees consist of the following

4% Trade Dollars– buy or sell.

4% cash fee on cash portions of split transactions to the vendor only.

Some accounts which would be considered a major account (bigger ticket items, extra brokerage time, etc.) may be charged a higher transaction fee. We reserve the right to charge extra fees on transactions made with reciprocal exchange members outside of the BIZPaye network.

Ongoing transaction fees are a percentage of all trade transactions or cash/trade blend transactions on the buy and sell. All transactions generate a transaction detail sheet that is emailed to buyer and seller, to the email address supplied by member. Member can also log in to their account 24/7 to get all of their account information including fees due, complete transaction history, etc. Additionally statements are emailed on or near the 1st of every month with complete account activity itemized.

TradeWins BIZPaye has the right to collect fees due from the credit or debit card on file anytime they are more than \$5. Fees due for more than 30 days from statement date will be assessed a late fee of \$25.00 cash, or 1.50% of the unpaid balance, whichever is greater. Fees still unpaid after 60 days will have the account frozen to trades. Fees due after 60 days will give TradeWins BIZPaye the ability to seize all trade dollars in members account. Fees however are still due and payable.

By acceptance of this agreement by checking the box when you filled out your membership application to agree to abide by the TradeWins BIZPaye Trading Rules and Regulations, the member agrees personally and corporately to guarantee payment of all cash fees and is responsible for all negative barter account balance, if any.

## LEGAL REQUIREMENTS

Member shall abide by applicable International, National, Federal, State or Provincial, and local laws or regulations pertaining to exchange transactions. TradeWins BIZPaye shall not be responsible for any failures on the part of member to comply with such laws and regulations. Member agrees not to hold TradeWins BIZPaye liable for any action TradeWins BIZPaye takes to comply with applicable laws or regulations.

## NO WAIVER OF RIGHTS

TradeWins BIZPaye 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. TradeWins BIZPaye remedies are cumulative and are not exclusive of any remedies provided by law.

## 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 TradeWins BIZPaye Rules and Regulations. If legal action must be taken by TradeWins BIZPaye, member shall pay TradeWins BIZPaye 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.

#### SECURITY INTEREST

Member hereby grants TradeWins BIZPaye 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 in order to reinstate account. TradeWins BIZPaye 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 TradeWins BIZPaye does receive all of its cash fees in full, TradeWins BIZPaye shall reinstate the trade dollars to the member's account.

#### WARRANTY OF INFORMATION

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

#### 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 these Trading Rules and Regulations.

#### INDEMNIFICATION

Member agrees to hold harmless TradeWins BIZPaye, it's officers, agents, representatives, associates and assigns from any loss, liability or damages which may result from members' participation in any of TradeWins BIZPaye transactions, activities, programs, promotions or advertising, including the costs of litigation and attorney's fee

#### JUDGEMENT SETTLEMENT

In the event of a dispute between TradeWins BIZPaye and member resulting in a judgment entered on behalf of the member against TradeWins BIZPaye, member agrees that TradeWins BIZPaye shall have the right to satisfy said judgment in TradeWins BIZPaye trade dollars to fully satisfy the judgement, if any.

#### APPLICABLE LAW

This agreement shall in all respects be construed under the laws of the Province of Alberta Canada

Signed \_\_\_\_\_

For Company/Business Name \_\_\_\_\_

Date \_\_\_\_\_