

MEMBERSHIP/SUBSCRIPTION AGREEMENT TERMS

MEMBERSHIP

Buffini & Company offers four levels of Membership: One2One Coaching™, Group Coaching, Referral Maker PRO™ and the Referral Maker™ CRM and software. All levels of Membership include the use of Referral Maker. Referral Maker PRO is included in One2One Coaching and Group Coaching Memberships.

1. Term

The term of this Agreement for any Membership shall be from month to month. A month-to-month Membership will commence on the day you enter into this Agreement and enter a valid credit card or other payment information or immediately after the expiration of any free trial provided, whichever is later. Charges for each month will be billed and assessed in advance monthly on the first of each month. The Membership will automatically renew from month-to-month until cancelled or terminated. You may also elect to prepay any Membership for a one year term and receive any applicable discount.

2. Charges

Unless otherwise provided, at the time this Agreement is entered into, for all levels of Membership, an activation fee will be charged to cover the cost of set-up and initial materials. You will also be charged a pro-rated fee based on the number of days remaining in the month in which you first enroll. For annual prepaid Memberships, a charge will be assessed at the time this Agreement is entered into equal to the total charges for the one year term commencing as of the first of the month occurring on or after the date this Agreement is entered into. The activation fee will be waived for annual prepaid Memberships. Other promotional discounts may apply.

3. Attendance at Success Tour and Participation in the Blitz

Members of Buffini & Company's One2One Coaching, Group Coaching and Referral Maker PRO Memberships may attend a Buffini & Company Success Tour live event at no additional charge, subject to space and availability. Members of Buffini & Company's One2One Coaching, Group Coaching and Referral Maker PRO Memberships may also elect to participate in a Buffini & Company Blitz Program at no additional charge. Referral Maker CRM Members may participate in a Buffini & Company Blitz Program for an additional fee.

4. Cancellation

To cancel your Membership, call Buffini & Company Customer Service.

Any cancellation will be effective as of the last day of the month in which Buffini & Company is notified of the cancellation. There will be no refund of partial fees for the final month of Membership.

For an annual prepaid Membership, a refund will be issued which will be calculated as follows: The total fee that the Member User would have paid for the expired term of the Agreement will be calculated using the standard charge for a monthly Membership. That total will be subtracted from the amount paid by the Member. The balance will be the amount of the refund.

5. Changes to Terms

We reserve the right to change these terms at any time for month-to-month Memberships and you should check the terms on the website regularly. Any change will become effective thirty days after the change is posted. Your use of the website or the software provided as part of the website and/or Buffini & Company's Referral Maker CRM constitutes your acceptance of the new terms.

TERMS RELATING TO USE OF THE REFERRAL MAKER CRM SERVICE & SOFTWARE

1. Definitions.

Client Software means any software provided to a User related to the Service.

User means the person or entity who has entered into this Agreement authorizing the use of the Referral Maker CRM and creating a Referral Maker CRM Membership. If an individual enters into this Agreement on behalf of a company or other legal entity, the individual represents and warrants that he/she has the authority to bind the entity to this Agreement.

License means the right granted by Buffini & Company to install, use and/or otherwise interact with the Service and/or the Client Software for User personal or internal business purposes not related to training or coaching.

Service means Buffini & Company's Referral Maker CRM online service and software including any updates, upgrades, support and content (for example, audio or visual information or documents) contained or made available to User by Buffini & Company as part of or in the course of using the Service. Buffini & Company may change the Service or its features at any time and for any reason without notice.

2. Account Registration.

- a. User agrees to provide Buffini & Company with accurate personal details including User's full name and a valid e-mail address and all other information that Buffini & Company may request from User from time to time in order to complete the registration process and update User's account details. User represents and warrants that the information provided to Buffini & Company truthfully identifies User and his/her/its contact information.
- b. User, if an individual, represents that he/she is at least 18 years of age.
- c. User will keep his/her/its password and other login details confidential and will not disclose or make it available to any other person. Any use of the Service by any person other than the Member is prohibited and constitutes a breach of this Agreement.

All past due Membership fees are subject to a late payment service charge at the rate of 1.5% per month or the maximum rate allowed by law whichever is less.

3. Referral Maker Team Account.

- a. Description of the Team Account. A Team Account allows the User (who is the Team Leader), to share customer contacts with one or more Team Members, through a Referral Maker Team Account controlled by the Team Leader but accessible by the Team Member(s) (the "Team Account"). It also allows the Team Leader to view any financial information or activities of the Team Member that are input in the Team Account. A Team Member gains access to the Team Account by agreeing to Buffini & Company's Referral Maker Team Members Terms & Conditions.
- b. Customer Contacts. The Team Leader can import customer contacts originated by the Team Leader (the "Team Leader Contacts") into the Team Account. Each Team Leader Contact may only be assigned to one Team Account. A Team Member may also import contacts generated by the Team Member into the Team Account (the "Team Member Contacts"). Both the Team Leader and the Team Member, during the course of the Team relationship, will have access to the Team Account. This includes the ability to view, modify or delete Team Leader Contacts and Team Member Contacts.

- c. Export Options. The Team Account is designed to permit the Team Member to export only the Team Member Contacts from the Team Account, for example, in connection with the termination of the Team relationship ("Limited Export"). At the time the Team Member is granted access to the Team Account, however, the Team Leader may instead give the Team Member authorization to export all contacts in the Team Account, consisting of the Team Leader Contacts and the Team Member Contacts ("Full Export").
- d. Termination of Access. A Team Leader may unilaterally terminate a Team Member's access to the Team Account at any time with or without prior notice.

4. Authorized Users

Only the User or, in the case of a Team Account, the User and authorized Team Member(s), are authorized under this License to use the Service including the Client Software. If the User is a business or entity, only one person authorized by the User may use the Service. User Licenses may not be shared or used with any other person and, if purchased by a business, cannot be reassigned to a new user to replace a current authorized user who has terminated employment or otherwise changed job status or function and no longer uses the Service. A Team Member's use of the Team Account is governed by the provisions of the Referral Maker Team Members Terms & Conditions.

5. Rights and Limitations on Use.

- a. In using the Service or the Client Software, User will:
 - i. Comply with all applicable laws, ordinances or regulations.
 - ii. Comply with any codes of conduct or other notices provided by Buffini & Company.
 - iii. Keep his/her account information, including his/her password, secret.
 - iv. Promptly notify Buffini & Company if he/she learns of a security breach or unauthorized access relating to the Service.
- b. User may not:
 - i. Use the Service in any way that harms Buffini & Company, its agents, employees or independent contractors or any customer of Buffini & Company.
 - ii. Engage in, facilitate or further unlawful conduct.
 - iii. Damage, disable, overburden or impair the Service or interfere with anyone's use or enjoyment of the Service.
 - iv. Resell, redistribute, rent, lend or grant any sublicense or any other subsidiary use of the Service or the Client Software to any other person.
 - v. Use any unauthorized automated process or service to access and/or use the Service (such as a BOT, a Spider or other automated process).
 - vi. Modify, create derivative works from, reverse engineer, decompile, disassemble or otherwise attempt to discover any trade secret contained in the Service or in any technology or system used by Buffini & Company in connection with providing the Service or attempt to duplicate the Service or the Client Software.
 - vii. Build a product or service using similar ideas, features, functions or graphics of the Service.
 - viii. Copy any ideas, features, functions or graphics of the Service.

6. Ownership

The Service is being licensed to you and not sold. Except for the license granted under this Agreement, Buffini & Company retains all right, title and interest in and to the Service in whole or in part including the Client Software, any content provided as part of the Service and any copies of the foregoing.

7. Responsibility for Use

You are solely responsible for the use of the Service including the Software and any content included or provided as part of the Service. You are also solely responsible for your use of any data or other content that is input, stored, transmitted or otherwise used as part of the Service. You represent and warrant to Buffini & Company that any content or data used or uploaded by you in connection with or as part of the Service will not (a) infringe upon or otherwise violate any laws or regulations or any intellectual or other property rights or contract rights of any other person; (b) contain any software, viruses, Trojan horses, worms or other similar harmful or destructive programming routines, computer codes, files or programs; (c) contain any unlawful, harassing, abusive, harmful, threatening, profane, defamatory, obscene or otherwise objectionable or offensive content; or (d) violate any applicable laws.

8. Storage

You may store data and content on the servers that Buffini & Company uses to provide the Service. You acknowledge and agree, however, that Buffini & Company has no responsibility or liability for any deletion, destruction, corruption or other loss of any data or content to use or upload as part of the Service.

9. Text Messages

The Service may provide the option for users to receive text message alerts of calendar appointments or other matters, or input events tracked by the Service. You acknowledge that text message charges may be imposed by your telephone service provider for the receipt of these text messages.

10. Modifications

Buffini & Company may upgrade, enhance, change, suspend, discontinue or otherwise modify any of the functions, features, aspects or components of the Service, its presentation, the manner in which it is delivered or how it is used or operated in its sole discretion and without notice. Any modifications made available to you will be subject to the terms and conditions of this Agreement. If required by Buffini & Company, you must promptly replace the version of the Software or component you have installed on your computer or other device.

11. Termination.

- a. **Termination by Buffini & Company.** Buffini & Company may terminate this Agreement without cause by providing the User five days' written notice of the termination. Buffini & Company may also cancel or suspend User's use of the Service or a portion thereof at any time if User violates the terms of this Agreement, if Buffini & Company believes that User's use of the Service represents a direct or indirect threat to its network function (or those of its contractors or suppliers) or anyone else's use of the Service or if Buffini & Company is otherwise required by law to do so. Cancellation or suspension of the Service for User's violation of the terms of this Agreement will not change User's obligation to pay any fee due for the balance of the month in which the termination occurs.
- b. **Termination by User.** User may terminate a Referral Maker CRM Membership at any time during its term. A termination will be effective at the end of the monthly cycle during which User terminates the Membership. User must pay for the period prior to the termination effective date.
- c. **Effects of Termination.** Upon termination of the Service by either party for any reason, Buffini & Company may delete User's data permanently from its servers. User acknowledges that Buffini & Company will have no obligation to continue to hold, export or return User's data.

12. Privacy & Access to Account.

- a. **Privacy.** In order to operate and provide the services, Buffini & Company may need to access your account and the data you have input. You grant Buffini & Company the right to access your account and data for that purpose. Buffini & Company also collects certain information about its Member's and the User's database or list of contacts. Buffini & Company uses that information as described in Buffini & Company's Privacy Policy which is available at <http://www.buffiniandcompany.com/privacy-policy.aspx>, the terms of which are incorporated herein by reference.
- b. **Performance and Usage Data.** In order to provide the Service, Buffini & Company may collect certain information about the Service performance User's computers or hand held devices and its Service use.
- c. **Communication.** Buffini & Company may need to notify Referral Maker CRM Member occasionally of announcements relating to the operation of the Service. In addition, Members may receive marketing and other information relating to Buffini & Company, its products or services from time to time.

13. Intellectual Property Rights.

- a. Referral Maker® and other Buffini & Company graphics, logos, page headers, and service names are trademarks, registered trademarks or trade dress of Buffini & Company in the United States and other countries. Buffini & Company's trademarks and trade dress may not be used in connection with any way that is likely to cause confusion or in any manner disparages or discredits Buffini & Company.
- b. **Use of Intellectual Property.** Buffini & Company does not sanction or approve the unauthorized use of content protected by copyright or other intellectual property rights. User represents and warrants that the use or publication of any content by User does not violate the intellectual property rights of any third party.
- c. **Ownership of User Data.** Buffini & Company performs regular back-ups of data for the purpose of recovery in the event of a failure of the servers hosting the Service. Notwithstanding the foregoing, however, User is solely responsible for maintaining and backing-up any User data that it uses with the Service. User, and not Buffini & Company, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use such data. Buffini & Company will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data that User uses with the Service.

TERMS RELATING TO USE OF MARKETING FLYER, PERSONALIZED MARKETING FLYER OR BUSINESS DIRECTORY

1. Use of Marketing Flyer or Personalized Marketing Flyer

Referral Maker PRO includes monthly Marketing Flyers. For an additional charge, Marketing Flyers can be customized with a photograph and contact information of the Member as well as a customized cover letter. Monthly Marketing Flyers or Personalized Marketing Flyers provided as part of your Membership are intended to be used as a method of furthering your relationship with your personal database of potential referral sources. Uses that are inconsistent with this purpose are prohibited. Specific prohibited uses include, but are not limited to, the following:

- a. giving, transferring, selling or making available any Marketing Flyer or Personalized Marketing Flyer other than for your personal marketing purposes;
- b. giving, transferring, selling or making available any Marketing Flyer or Personalized Marketing Flyer to any person or business who you know or reasonably should know will use the Marketing Flyer or Personalized Marketing Flyer for his/her own marketing purposes or for distribution to his/her own database or clients;
- c. archiving, posting or simultaneously making available by electronic or other means more than two monthly Marketing Flyers or Personalized Marketing Flyers.

2. Customization of Marketing Flyer or Business Directory

a. My Image

I represent that the image I have provided for the personalization of my monthly Marketing Flyer and/or my Business Directory is of me. I have reviewed and am satisfied with the image as uploaded to Buffini & Company for incorporation into the monthly Marketing Flyer or my Business Directory, and the placement and appearance of this image on the Marketing Flyer or my Business Directory.

b. Trademarks or Logos

I represent that I have been granted the right to use, in this manner, any company trademarks, trade names or logos which I have uploaded as part of the personalization of the Marketing Flyer or my Business Directory.

c. Authorization

I represent that I have been granted permission to include business contact information for referred businesses in my Business Directory. I represent that the information input by me relating to referred businesses is accurate, that it does not defame or disparage the businesses included and that it is acceptable to the businesses included. I further represent that the referred businesses have granted me the right to use or include any company trademarks, trade names or logos that I have provided or uploaded as part of the creation of my Business Directory.

d. Prohibited Uses

Unacceptable actions and content relating to the Business Directory will constitute grounds for blocking access, removal of posted or created material, termination of your Membership including the included Referral Maker CRM Membership and/or termination of this Agreement, at the sole option of Buffini & Company. It is a condition of your use of the Business Directory that you do not:

- i. upload, post, or otherwise transmit any content that is unlawful, harmful, threatening, harassing, defamatory, disparaging, obscene, vulgar, invasive of another's privacy, hateful, or otherwise objectionable.
- ii. upload, post, or otherwise transmit any content, including photographs, that you do not have the right to transmit under any law, contract or otherwise;
- iii. upload, post, or otherwise transmit information which is harmful to minors in any way;
- iv. upload, post, or transmit information which forges headers or otherwise manipulates identifiers in order to disguise the origin of any content transmitted through the site.
- v. upload, post or transmit any material that contains software viruses or other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software;
- vi. upload, post, or transmit any advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation except those directly related to the businesses included as part of the Business Directory;
- vii. fail to disclose any ownership or financial interest you have in any businesses included in the Business Directory;
- viii. exhibit expressions of abusive, offensive language or imagery, obscenity or pornography or any other material that could give rise to any civil or criminal liability or is otherwise objectionable;

- ix. access or attempt to access any data not intended for you, or log into an account which you are not authorized to access.

CLIENT DIRECT®

1. Client Direct is a direct mailing service where Buffini & Company prints and mails a customized cover letter and Personalized Marketing Flyer on a monthly basis to contacts designated by a Member which are part of that Member's database. Client Direct is available only for those Members who have agreed to the customization of their monthly Marketing Flyers as part of their Referral Maker PRO Membership. Referral Maker PRO Membership is included as part of a One2One Coaching Membership or a Group Coaching Membership.
2. Customized cover letters and Personalized Marketing Flyers will be mailed on or shortly after the last business day of the month for anticipated receipt by the Member's contacts the following month. A Member is responsible for reviewing and approving the customized cover letter and Personalized Marketing Flyer as well as the contacts designated to receive the cover letter and the Personalized Marketing Flyer no later than the last business day of the month two months in advance of the month in which the Member's contact is to receive the mailing.
3. Members are solely responsible for the accuracy of all changes or customization which the Member makes to the cover letter and Marketing Flyer, for accurately designating the persons to receive the cover letter and Marketing Flyer, and for the accuracy of the contact information supplied for those persons.

TERMS RELATING TO BUFFINI TV

One2One Coaching™, Group Coaching and Referral Maker PRO™ Members are provided with access to the Buffini TV Subscription Service at no additional charge. The terms of the Buffini TV Subscription Agreement located at: <http://www.buffiniandcompany.com/btvterms> will apply to the Member's access to and use of Buffini TV.

GENERAL TERMS AND CONDITIONS

1. Use of Products or Services

I agree to use the all Buffini & Company products or services in conformity with all applicable laws.

2. License

This Agreement constitutes a personal, non-assignable license for the undersigned to use the products, services or information provided in conformity with the systems or methods presented for his/her personal or existing business purposes not related to training or coaching. Any other duplication, dissemination, use or resale of said products or information is prohibited.

3. Payment

All Membership fees will be billed automatically to the credit card you designate. You authorize Buffini & Company to debit your credit card for any and all amounts owed by you and you will keep the credit card you register for this purpose in good standing and with available open credit sufficient to cover any amounts arising under this Agreement. If, for any reason, the credit card that Buffini & Company has on file for you becomes cancelled, invalid, insufficient or unavailable for any reason you will immediately provide Buffini & Company with a replacement credit card and related information. All authorizations for this Agreement will apply to that replacement card. Payment may also be made via Electronic Fund Transfer.

4. Privacy Policy

Buffini & Company uses any information that it collects as described in Buffini & Company's Privacy Policy which is available at <http://www.buffiniandcompany.com/privacy-policy.aspx>, the terms of which are incorporated herein by reference.

5. **No Representations or Warranties / Limitations on and Exclusions of Liability.**

All products and content including the Service, the Software, or any content provided as part of the Service, including all modifications thereof, and all acts or omissions undertaken or not undertaken relating to any of the foregoing are provided on an "as available" and "as is" basis. Except to the extent prohibited by applicable law, Buffini & Company disclaims all representations, warranties and commitments of any kind with respect to the subject matter including, but not limited to, any and all implied warranties or other commitments of title, merchantability, quality of information or fitness for a particular purpose.

In no event shall Buffini & Company be liable for any indirect, punitive, special, incidental or consequential damages (including, without limitation, lost profits, revenue or savings, lost data or content, loss of or damage to business opportunity, business interruption or the like) arising out of or relating to this Agreement, or your use of the Service. In any case, Buffini & Company's entire liability under this Agreement or in any way related to the subject matter hereof shall be limited in the aggregate and regardless of the number or timing of the claims asserted to the greater of \$2,000.00 or the total fees received by Buffini & Company hereunder for the twelve (12) calendar months immediately preceding the month in which the claim is first filed or asserted against Buffini & Company. These terms shall apply whether or not Buffini & Company has been advised of the possibility or likelihood of the loss, injury, damage or liability suffered or excluded and regardless of the theory of relief asserted (e.g. whether in contract, tort, negligence, breach of warranty, strict liability in tort or by statute or otherwise). Any action against Buffini & Company for relief of any kind must be brought within one (1) year after the cause of the action arose. The terms of this section represent important agreed and bargained for understandings of the parties and Buffini & Company's compensation hereunder reflects such terms.

6. Indemnification

You agree to indemnify Buffini & Company as well as its directors, officers, agents, employees, and independent contractors and hold them harmless from any and all claims and expenses, including attorneys' fees arising from your use of Buffini & Company products or services or from your breach of this Agreement.

7. Assignment

You may not assign this Agreement and any attempted assignment shall be void. Buffini & Company may delegate all or part of the performance of its obligations under this Agreement to independent contractors or other businesses.

8. Severability

If a court holds any provision of this Agreement to be illegal, invalid or unenforceable the rest of this Agreement shall remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

9. Governing Law and Venue

All legal issues arising from or relating to your use of Buffini & Company products or services or this Agreement shall be interpreted and construed in accordance with the laws of the State of California. By accessing or using such products or services you consent to personal jurisdiction and exclusive venue in the State and/or Federal Courts of the County of San Diego, State of California with respect to any disputes arising out of or relating to this Agreement or the use of this site.

10. Termination

This Agreement may be terminated at any time by Buffini & Company for cause which shall include the breach of this Agreement by the client, abusive or unprofessional conduct, or conduct which would tend to hold Buffini & Company up to embarrassment or contempt. It may be terminated without cause by providing you with thirty days written notice of termination. Any refund of prepaid fees will be calculated as described in Paragraph 5.

11. Entire Agreement

This Agreement constitutes the entire agreement between you and Buffini & Company with respect to the subject matter hereof and supersedes any other agreement, proposals and communications, written or oral between Buffini & Company and you with respect to the subject matter hereof.