

Independent Member Terms of Service Agreement

When you register for any service within the gibLink Inc. website network (i.e., gibLink.com, gibSale.com and gibLine.com) (the "Site") between gibLink Inc. ("Company") and you as an independent user all of which are hereinafter referred to collectively as the "Term of Service" (TOS), you agree to all of the terms and conditions of this Agreement. Please read the following terms and conditions carefully, as they form the agreement between gibLink Inc. website network, LLC (referred to herein as "gibLink Inc.", "we" or "us") and you (sometimes referred to herein as "you", "your", "User" or "Member") (such agreement referred to herein as the "Agreement"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE, AND SHOULD NOT PROCEED TO REGISTER. BY USING THE SERVICE YOU ARE AGREEING TO BE BOUND BY THIS SERVICE AGREEMENT, INCLUDING ALL AMENDMENTS MADE TO DATE.

1. As a Member, I affirm that I am of legal age in my jurisdiction to participate in the Company's advertising program. At no time will I as an independent Member be considered an employee, agent, partner, legal representative, or franchise of the Company.
2. The Company reserves the right to make changes and/or modifications to its policies, procedures, Terms of Service ("TOS"), etc., in order to maintain a viable marketing program and to comply with changes in federal, state, or local laws, and/or economic conditions. Any changes and/or modifications shall become binding upon publication in writing and or at the Company's website.
3. As a Member, I agree to be solely responsible for paying all expenses incurred by me as a Member in working the Company's advertising program. The Company is not responsible for withholding and shall not withhold or deduct from the Member's Revenue Share, any, taxes of any kind. I agree to be bound by all sales tax collection agreements between the Company and all appropriate taxing jurisdictions, and all related rules and procedures.
4. Restrictions on becoming a gibLink Inc. Member:
 - a) An Applicant must be of legal age in their state/province/country of residence to enter into this binding contract and a member is not barred from receiving the services offered under the jurisdiction of the laws of the United States or other applicable jurisdiction. An applicant agrees that the information provided is accurate, truthful, and current and will maintain and update information as changes take place; otherwise, the Company has the right to terminate and or suspend your account and refuse any use of the company's services.
 - b) International Member may only have one Membership per household and must provide Driver license or Passport number on their application for proper identification. Individual rent-paying tenants in the same building or residence are not considered a household. Roommates are not considered a household.
 - c) US Members may not have a simultaneous interest in more than two Memberships in the same household, one as an individual (Social Security Number) and one as a partnership or corporation (Federal ID Number). The second position must have a separate Social Security or Tax Identification number and it may be in the name of a spouse or bona fide business entity, but no HOUSEHOLD may have more than two positions.
 - d) Member located in the U.S.A. and/or of U.S. citizenship will not be able to receive Revenue Share from the Company until the Member has provided the Company with their tax identification number (Social Security or EIN) for U.S. tax reporting purposes. Revenue Share will not be released to the Member until this information has been received by the Company.
 - e) Any Member found to be violating these policies will be terminated immediately and will forfeit any and all Revenue Share due them. No exceptions will be made regarding these terms.
5. As a Member, I agree not to promote the Company's advertising program nor use the Company's name, trade names, logos, sales materials, trademarks or service marks, except in materials provided by the Company or approved in writing by the Company prior to their use. I understand that any unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal law. I agree to present the Company's advertising program so that any and all prospects shall be directly informed that no fee or initial purchase is required or is necessary to become a Member. I agree not to make false or misleading statements about the Company, the Company's advertising program, or the Member's independent contractor position with the Company.
6. As a Member, I agree that I am solely responsible for supervising and supporting any and all Members I sponsor into the Company's advertising program. As a Member, I agree to maintain monthly communication and support to their referred Members by any of the following means: personal contact, telephone communication, written communication (email, fax), and attendance at Member meetings.

7. As a Member, I understand that the Revenue Share is payable according to the Revenue Share Plan as stated on the Company's website. The Company reserves the right to change the Revenue Share Plan from time to time, as the Company deems feasible. The display of Revenue Share Statements and making income projections to prospective Members is strictly prohibited.

I as an Independent Member, confirm, understand, and agree that:

- a) THE COMPANY'S ADVERTISING PROGRAM AND/OR REVENUE SHARING PROGRAM IS NOT AN INVESTMENT OPPORTUNITY and is not to be construed or advertised as such in any manner, way, or form and promotion of such is strictly prohibited. In no way are Revenue Sharing Program participants to be construed as participating in or with any of the Company's extra-curricular ventures. The Company's Bonus Pool Program is in place strictly as a profit-sharing incentive for Members that elect to make a purchase of the Company's products to further enhance their advertising program, and not as any type of investment opportunity. Any Member found to be violating this policy will be terminated immediately and will forfeit any and all Revenue Share due them. No exceptions will be made regarding these terms.
- b) While no fee or purchase is a requirement to becoming a Member to earn Revenue Share from the sale of the Company's products, only those Members that make a purchase of the Company's products in accordance with the Company's policies and procedures will be eligible for the Company's Revenue Sharing Program.
- c) The Company's advertising program is monthly, quarterly or yearly renewable and as a member I will have to renew to continue to receive bonuses from the Revenue Sharing Program. The Company's Revenue Sharing Program is a bonus Revenue Share program reserved for those Members that make a purchase of the Company's product.

8. As a Member, I understand that the Company's advertising program does not constitute the sale of a franchise or distributorship to the Member and I agree to place emphasis on the sale of Company products to non-Members.

9. As a Member, I understand that a change of an original sponsor is not permitted and that Members shall not, directly or indirectly, solicit other Members or customers of the Company to other marketing organizations or business opportunities, except for those Members that are personally referred by the Member.

10. As a Member, I understand that no regulatory or governmental authority ever endorses or approves any product, Revenue Share program, or company, and as a Member I affirm that I will make no such claim to others. These Terms of Service ("TOS") are governed by the laws of Iowa U.S.A. As a Member, I agree that any claim, dispute, or other differences between the Company and the Member shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration proceedings to be held at Des Moines, Iowa.

11. The Company agrees to allow a Member's advertising program with the Company to be inherited or bequeathed; however, a Member's position(s) cannot be transferred or assigned during a Member's lifetime without written consent of the Company, which consent will not be unreasonably withheld.

12. As a Member, I agree to indemnify and hold harmless the Company and its owners from any claims resulting from your use of the website or service. I expressly agree that use of the website or service is at your sole risk. The Company and or its service providers, agents, licensors or employees shall not have any liability damages suffered by you or any other party as a result of the use or misuse of the service. The Company does not warrant that the websites, system, and service will be error free or uninterrupted. The website, system, and service are distributed on an "as is" basis without warranties of any kind, either expressed or implied. The Company or its owners will not be responsible for any losses, damages, or costs that I and/or my business may suffer when using the website, system, or service.

13. Telemarketing: Federal Trade Commission and the Federal Communications Commission have strict laws restricting telemarketing practices. "Do Not Call" regulations are implemented by both agencies and applied to telemarketing laws.

Although some of these government regulations broadly define the term "telemarketer" and "telemarketing" and not apply to you as a Member, still your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Penalties apply and carry a substantial fine per violation if found guilty in the amount of (up to \$11,000.00 US per violation). See policies and Procedures.

14. ZERO TOLERANCE NO SPAM POLICY: The Company will VIGOROUSLY PROHIBIT the use of SPAM (or UCE - Unsolicited Commercial Email) to promote any sites in the network.

15. Your subscription to the Service will be automatically renewed as stated below upon expiration of the subscription initial term, unless you notify gibLink Inc. via our online Help Desk Service Area. Membership fees to gibLink Inc. are prominently displayed prior to your subscription thereto. You agree to pay all membership fees when due according to these billing terms. At the time of registration, you must select a payment method. gibLink Inc. reserves the right to contract with a third party to process all payments. Such third party may impose additional terms and conditions governing payment processing. Your card issuer agreement may contain additional terms with respect to your rights and liabilities as a card holder. You agree to pay all amounts due to us immediately upon cancellation or termination of your account. We reserve the right to make changes to our fees and billing methods, including the addition of supplemental charges for any content or services that we may provide, with or without prior notice to you, at any time. WE USE AN AUTOMATIC REBILL CYCLE ACCORDING TO YOUR SELECTED PAYMENT OPTION.
16. Member Refund Policy; Company is dedicated to Member satisfaction on all of its products, and backs them with a five (5) day 100% Money Back Guarantee. You accept that you have 5 days from your purchase date to review services and to request a full refund if you are not absolutely satisfied. After expiration of the 5-day review period, you accept and agree to abide by gibLink Inc.'s "No refund policy."
17. You may cancel your membership at any time by visiting <http://www.gibLink.com/members/login.php> and login to your back office. You hereby agree to be personally liable for any and all charges incurred by you until termination of membership for goods or services through your use of the Service. In the event that you cancel your account no refund, including any membership fees, will be granted; unless you cancel within 5 days from the date of registration or renewal. No online time or other credits will be credited to you or can be converted to cash or other form of reimbursement. Upon our processing of your request to cancel your membership, you will no longer have access to the non-public areas of the Service to which you were a member.
18. Limitation of Liability, I as an Independent Member, confirm, understand and agree that:
In no event shall gibLink Inc. website network (i.e., gibLink.com, gibSale.com and gibLine.com) (the "Site") gibLink Inc. ("Company") be liable for any direct, special punitive exemplary, indirect or consequential damages or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract Tort (including but not limited to negligence), or otherwise, arising out of or in any way connected with the use or inability to use the Company's site or materials contained in, or accessed through the Company's site in no event shall the aggregate liability of the Company (whether in contract, warranty, Tort (including but not limited to negligence), product liability, strict liability, or other theory), arising out of or relating to the use of the Company's site.
19. I as an Independent Member, confirm, understand, and agree that:
These terms of service ("TOS") constitutes the entire agreement between the gibLink Inc. website network (i.e., gibLink.com, gibSale.com and gibLine.com) (the "Site") gibLink Inc. ("Company") and myself as an independent Member in agreement and compliance with federal, state or local laws. By installing or clicking on the agreement icon or otherwise using this Product, you are agreeing to the terms of this Agreement. If you do not agree to these terms, do not install or otherwise use the Company's Product or services.
20. Comments regarding and violations of this policy may be addressed to legal@gibLink.com.