

Online Member Application and Agreement Memo and Outline

1. Sponsor.

A. Enrolling at Sponsor's Replicated Website. Sponsor is assigned based on the replicated website that the applicant enrolls through.

B. Enrolling at the Company Website. If you process enrollments through the company website, you will need to assign the Sponsor. If the applicant has the Sponsor's ID No. and can input that at the corporate site, that will work and that Member will be the Sponsor. If, on the other hand, the applicant is an "orphan", he or she will need to be assigned to a Sponsor. Some companies will ask the prospect to enter his or her email address and advise that a Sponsor will be in touch. Others will allow the Applicant to go through the enrollment and assign a Sponsor based on geographic proximity.

2. ESIGN Consent. The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) requires that in order for an online contract to be fully enforceable the person entering into the contract be given notice of the fact that the agreement will be electronic, advised of the equipment/software needed, and must consent to the use of such an agreement. There are other required notices/statements as well. The notice and consent should precede the online enrollment of new Members and may be presented to the applicant in a scrollable text box with an "I Agree" or "Continue" button following it. See [Appendix A](#) for the text of a sample ESIGN Consent.

3. Applicant Information. You will need to allow the applicant to select whether he or she is enrolling as an individual or as an entity.

A. Enrolling as an Individual: You will need fields for the applicant to provide the following information:

- Name
- Social Security Number (*Note, this information is not required at this time. Prior to receiving commissions from Chachingmall, you must provide us with your Social Security Number. If you do not provide it during enrollment, you must complete an IRS Form W-9 (available in your Back Office) and submit it to us.*)
- Billing Address
- Shipping Address
- Phone
- Email

B. Enrolling as an Entity. You will need fields for the applicant to provide the following information:

- Type of Entity (Corporation, LLC, Partnership, or Trust)
- Name of Entity
- EIN
- Name of Contact Person
- Billing Address
- Shipping Address

- Phone
- Email

In addition, the entity applicant will need to provide information for all owners of the entity. There are two ways that you can gather this information.

(i) Provide a link for the applicant to download, print, complete, and return the Business Entity Registration form to the company.

(ii) Collect the information as part of the online enrollment. If the information is collected during the online enrollment, you will need to collect the following information for all owners of the entity:

- Name
- Title
- Phone
- Email
- Address

If the information is collected during the online enrollment, the following statement must be acknowledged by the applicant (e.g., by clicking on a check box next to it or clicking on a “Submit” or “Continue” button):

All members, managers, shareholders, trustees, partners, or others with any ownership interest in the business entity (collectively “Owners”) shall be jointly and severally liable for all contracts entered into with Chachingmall. Each owner is individually bound to and must comply with the terms and conditions of the Chachingmall Independent Member Application and Agreement and Policies and Procedures. Violation of the Chachingmall Member Agreement and/or Policies and Procedures by any owner or member of management of the Business Entity shall be jointly and severally imputed to the Entity and all Owners or persons with managerial responsibility for the Entity. Failure to list all appropriate persons on this Application and Agreement shall be grounds for disciplinary sanctions as described in the Policies and Procedures.

Transfers of ownership interest in an independent Chachingmall business that is owned by a business entity are subject to the Chachingmall Policies and Procedures. See the Policies and Procedures for a description of the Transfer Policy.

4. Agreement Terms and Conditions. The Applicant must have the ability to read and/or print the Terms & Conditions (see [Appendix B](#)), the Policies and Procedures, and the Compensation Plan. The blue underlined text below is intended to represent links to the documents. In addition, the Applicant must affirmatively indicate that he or she has read and agrees to these documents. For example:

The Chachingmall Inc. (“Chachingmall”) Independent Member Application and Agreement is a legal agreement between you and Chachingmall. CHACHINGMALL IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE [COMPENSATION PLAN](#), THE [MEMBER AGREEMENT TERMS AND CONDITIONS](#), AND THE [POLICIES AND PROCEDURES](#). IN ORDER TO COMPLETE THE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ AND AGREE TO THE TERMS CONTAINED IN THESE DOCUMENTS.

Click on the above or below links to read and print those documents.

☐ I have read and agree to the Chachingmall [Member Agreement Terms And Conditions](#).

☐ I have read and agree to abide by the terms set forth in the [Chachingmall Policies and Procedures](#)

☐ I have read and agree to the [Chachingmall Compensation Plan](#).

☐ (Business Entity Applicants Only) I have read and agree to the terms set forth in the Chachingmall [Business Entity Registration Form](#) and understand that I must submit such completed form to Chachingmall within 30 days of the date of this Agreement.

5. Replicated Website. Next you will want to provide the Applicant with the ability to subscribe to the replicated website if that is an option.

6. Commission Payment Information.

Chachingmall pays commissions and bonuses to Members who earn commissions and/or bonuses via electronic funds transfer to the Member's bank account. In order to authorize Chachingmall to make deposits to your bank account for your earned commissions and/or bonuses, please complete the following information:

- *Field for Name of Bank.*
- *Field for Name on Account.*
- *Field for Account Number.*
- *Field for Routing Number.*

7. Application Submission. The final step in the enrollment process is the final submission of the application by the applicant.

By clicking on the "Submit" button below, you: 1) certify that the tax identification number you provided to Chachingmall during this application process is your correct taxpayer identification number; 2) certify that you are of legal age (the age of majority) in the state in which you reside; and 3) verify that you have read and agree to the [Member Agreement Terms And Conditions](#), the [Chachingmall Policies and Procedures](#) and the [Chachingmall Compensation Plan](#). In the event your Application is accepted by Chachingmall, you will have the right to terminate the Agreement at any time, with or without reason. Such termination must be submitted through the Back Office or by email to the company.

If you wish to terminate the enrollment process click on the "Cancel" button. enrolled If you click on the "Cancel" button, you will not be You will be returned to our home page.

[Submit]

[Cancel]

8. Confirmation. After the "Submit" button has been clicked (regardless of which of the two methods above has been used), the applicant should be provided with a confirmation page confirming enrollment as a Member. Additionally, the applicant should be advised that following the final submission, he or she will be provided with instructions regarding setting up the replicated website, if that has not already taken place.

9. Welcome. Following the final submission, the applicant should be provided with a welcome that includes the information regarding how the replicated website is set up (if applicable). Also, if the applicant made any purchases from the company at the time of enrollment, there needs to be a receipt that details such purchases.

Appendix A

CONSENT TO ELECTRONIC RECORD

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*), requires that you consent to entering into an electronic agreement with Chachingmall before an online version of the Chachingmall Independent Member Agreement is entered into. Please read the following information carefully.

Should you enter into an online Independent Member Application and Agreement (“the Agreement”), you will not be required to submit a paper application. The entire agreement between you and Chachingmall will be evidenced by an electronic record. To enter into the Agreement, you must additionally electronically acknowledge that you agree to the Agreement Terms and Conditions, the Chachingmall Compensation Plan, and the Chachingmall

Policies and Procedures.

To access these documents and enter into the Agreement, you will need the following hardware and software: A Personal Computer (“PC”), tablet, or smart phone with Internet access, operational Internet browser software (*e.g., Mozilla Firefox, Google Chrome, Safari, or Internet Explorer*), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, Chachingmall will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

Your consent will apply to all transactions between you and Chachingmall.

As a Chachingmall Member, you will be provided with a Chachingmall replicating website and Back Office. You may withdraw your consent to the use of electronic records at any time. However, should you do so, the Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Agreement), or update any personal information, you may do so by logging into your Back Office and notifying Chachingmall of your election to withdraw this consent or to update your personal information. Alternatively, you may notify Chachingmall by mailing or emailing written notice to it at 10584 Lake Seminole Terrace, Seminole, FL 33772 or chachingmall@gmail.com.

During the enrollment process, you will have the ability to read, download, print, and retain the Terms and Conditions, Compensation Plan, and the Policies and Procedures for future reference. Additionally, you may access these documents through your replicating website Back Office or obtain printed copies of those documents by contacting Chachingmall at 10584 Lake Seminole Terrace, Seminole, FL 33772 or chachingmall@gmail.com. If you request these documents by mail or email, your request must include your name, your Member identification number, your mailing address, and your E-mail address. Upon receipt of such a request, Chachingmall will mail you the then current version of each document. There is a charge of \$1.50 per page for U.S. residents and \$2.50 per page for non-U.S. residents.

By entering into the Agreement, you agree that Chachingmall may amend the same (including the Terms and Conditions, Compensation Plan, and/or the Policies and Procedures) at its sole discretion at any time. Prior versions are archived by Chachingmall. Should you wish to obtain a copy of any archived version of the Terms and Conditions, Compensation Plan, or the Policies and Procedures, send a written request to Chachingmall at 10584 Lake Seminole Terrace, Seminole, FL 33772 or chachingmall@gmail.com. Your request must include your name, your Member identification number, your mailing address, and your E-mail address. Upon receipt of such a request, Chachingmall will mail or email to you a copy of the version of the Agreement that you requested. Be certain to specify the date of the version that you wish to receive. There is a charge of \$1.50 per page for U.S. residents and \$2.50 per page for non-U.S. residents. The most current version of the Policies and Procedures and the Compensation Plan are always available for viewing, printing and downloading through your Chachingmall Back-Office.

Please indicate your consent to the above by clicking on the “I Agree” button below. By providing your consent, you also confirm that you are able to access all the terms of the Agreement electronically. If you click on the “I Decline” button, the enrollment process will be terminated and you will be returned to our home page.

Appendix B

Member Agreement Terms & Conditions

1. I understand that as an Independent Member ("Member") for Chachingmall Inc. (hereafter "Chachingmall"):
 - a. I have the right to purchase products via the Chachingmall member program in accordance with these Terms and Conditions. I understand that it is within the exclusive right of Chachingmall to accept or reject such orders.
 - b. I have the right to enroll persons as Members in Chachingmall.
 - c. If qualified, I have the right to earn commissions pursuant to the Chachingmall Compensation Plan.
2. I agree to present the Chachingmall Compensation Plan and Chachingmall services as set forth in official Chachingmall literature.
3. I agree that as a Chachingmall Member I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Chachingmall. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF CHACHINGMALL FOR FEDERAL OR STATE TAX PURPOSES. Chachingmall is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from Chachingmall.** I certify that: **(a)** The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); **(b)** I am not subject to backup withholding because: **(i)** I am exempt from backup withholding or **(ii)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(iii)** the IRS has notified me that I am no longer subject to backup withholding; and **(c)** I am a U.S. citizen or other U.S. person (a U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or a domestic trust (as defined in 26 CFR 301.7701-7)).
4. I have carefully read and agree to comply with the Chachingmall Policies and Procedures, the Chachingmall Compensation Plan, and the Chachingmall Business Entity Addendum (the Business Entity Addendum applies only to business entities that apply to become a Member) each of which are incorporated into and made a part of these Terms and Conditions (these four documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Policies and Procedures at the time I execute this Agreement, I understand that they are posted in my Back Office. I will review the Policies and Procedures within five days from the date on which I execute this Agreement. If I do not agree to the Policies and Procedures, my sole recourse is to notify the company and cancel my Chachingmall Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Chachingmall. I understand that the Agreement may be amended at the sole discretion of Chachingmall, and I agree to abide by all such amendments. Notification of amendments shall be posted in my Back-Office. Amendments shall become effective 30 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Chachingmall business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.
5. The term of this Agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures) and shall automatically renew for subsequent one year terms unless either party elects not to renew the Agreement. If Chachingmall elects not to renew the Agreement, the Company shall provide Member with at least 30 days' notice prior to the renewal date. If the Agreement is not renewed, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Member. I shall not be eligible to participate in the Chachingmall shopping program nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** Chachingmall reserves the right to terminate all Member Agreements upon 30 days' notice if

the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate the offering of its shopping services via direct selling channels.

6. I may not assign any rights under the Agreement without the prior written consent of Chachingmall. Any attempt to transfer or assign the Agreement without the express written consent of Chachingmall renders the Agreement voidable at the option of Chachingmall and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, Chachingmall may impose upon me disciplinary sanctions as set forth in the Policies and Procedures.

8. Chachingmall, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Chachingmall and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Chachingmall and its affiliates from all liability arising from or relating to my promotion or operation of my Chachingmall business and any activities related to it (e.g., the presentation of Chachingmall products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Chachingmall for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Chachingmall at its discretion, constitutes the entire contract between Chachingmall and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by either party of any breach of the Agreement must be in writing and signed by the party, or an authorized agent of the party, against whom the waiver is asserted. Any waiver of a breach by a party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the event of a dispute between a Member and Chachingmall arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Chachingmall shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Member. If the parties are unsuccessful in resolving the dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Member lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Middle District of Florida, or state court residing in Pinellas County, State of Florida.

14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. MD Residents: Should a resident of Maryland cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered from Chachingmall, upon cancellation the Company will repurchase the goods and the repurchase price shall be at least 90% of the original price paid by the participant.

16. MT Residents: A Montana resident may cancel the Member Agreement within 15 days from the date of enrollment for a full refund of any fees paid or purchases made in order to become a Member.

17. LA, MA and WY Residents: Should you cancel your Member Agreement, Chachingmall will refund 90% of the purchase price for any administrative fees you have incurred during the current year upon receipt of your written request.

18. Puerto Rico Residents: You may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the

market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.

19. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via the Member's Back-Office.

20. If a Member wishes to bring an action against Chachingmall for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against Chachingmall for such act or omission. **Member waives all claims that any other statute of limitations applies.**

21. I grant Chachingmall an irrevocable license to use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.

22. A faxed copy of the Agreement shall be treated as an original in all respects.

23. I certify that I am 18 years of age.

Appendix C

Notes Regarding Online Contracts

Your Member Agreement (which incorporates the Policies and Procedures and the Compensation Plan) is a contract between Chachingmall and each Member. Member Agreements that are entered into through an online enrollment process are enforceable so long as the requirements and procedures called for in the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), 15 USC Sec. 7001 are followed. The requirements to ensure validity and enforceability of your online Member Agreement are as listed below. The preceding outline/template for the online Member Agreement is designed to comply with the requirements of E-SIGN as well as other general contract requirements and formalities.

1. Necessary Disclosures:

- A.** Applicants must consent to the use of electronic records and must not have withdrawn such consent. This is the E-SIGN Consent.
- B.** Prior to consenting, the Applicant must be provided with a clear and conspicuous statement informing the applicant of:
 - Any right or option of the applicant to have the record provided or made available on paper or in nonelectronic format; and
 - The right of the Applicant to withdraw consent to have the record provided or made available in an electronic form and of any conditions, consequences (which may include termination of the agreement), or fees in the event of such withdrawal.
- C.** The Applicant must be informed whether the consent applies:
 - Only to the particular transaction which gave rise to the obligation to provide the record; or
 - To identified categories of records that may be provided or made available during the course of the parties' relationship.
- D.** The Applicant must be informed of the procedures the consumer must use to withdraw consent and to update information needed to contact the Applicant electronically.
- E.** The Applicant must be advised:
 - How, after giving consent to contract electronically, the Applicant may obtain (upon request) a paper copy of an electronic record, and
 - Whether any fee will be charged for such copy.
- F.** Prior to consenting to electronic contracting, the Applicant must:
 - Be provided with a statement of the hardware and software requirements for access to and retention of the electronic records; and
 - The applicant must consent electronically, or confirm his or her consent electronically, in a manner that reasonably demonstrates that the Applicant can access

information in the electronic form that will be used to provide the information that is subject of the consent.

- G.** After the consent of an Applicant, if a change in the hardware or software requirements needed to access or retain electronic records creates a material risk that the Applicant will not be able to access or retain a subsequent electronic record that was the subject of the consent, you must provide the Applicant with a statement of:
- the revised hardware and software requirements for access to and retention of the electronic records,
 - the right to withdraw consent without the imposition of any fees for such withdrawal and without the imposition of any condition or consequence that was not disclosed.

2. Record and Contract Retention Requirements. Accuracy and accessibility: Records and contracts must be retained in an electronic record that:

- Accurately reflects the information set forth in the contract or other record; and
- Is retained in a form that is capable of being accurately reproduced for later reference by the parties or persons who are entitled to retain the contract or other record. Note that with each amendment or change to the Member Agreement, Policies and Procedures, Compensation Plan, and other electronic agreements you utilize, you must archive each version so that a Member and the company can access the prior version that the Member actually agreed to and compare it to the current version.

The “Consent to Electronic Record” at Appendix A is designed to comply with the requirements of E-SIGN. In addition to including that notice, you will be required to implement appropriate retention and access procedures—which are alluded to in the Notice. We can discuss these at your convenience.

3. Other Contract Formalities Must be Adhered To. Although not addressed in E-SIGN, other contractual formalities must be adhered to. In short, the enforceability of an online contract is enhanced if the following are adhered to.

- A. Opportunity to Review Terms.** The Applicant must have easy, automatic access to the terms of the proposed contract as well as a subsequent opportunity to review the terms. The proposed terms of the contract should be presented to the Applicant before the Applicant gets whatever it is that the click-through agreement is granting to the Applicant.

We recommend that either the full text of, or live links to, the terms of the agreement (the Policies and Procedures, Terms and Conditions, and Compensation Plan) be presented to the applicant *before* any required payment information (credit card or electronic fund transfer) is requested. Those live links should be placed next to a check box that the

applicant must click on (affirming that he or she has read the terms) in order for the contract to be entered into.

- B. Display of Contract Terms** must comply with applicable laws on notice, disclosure, conspicuousness and other format requirements. For example, a disclaimer of warranties must be conspicuously displayed under the Uniform Commercial Code. Such disclaimers in online agreements must, therefore, be conspicuous in the online display of the contract terms—e.g., by use of bold type or all upper-case letters.
- C. Assent to Terms.** The Applicant must have notice of the consequences of clicking a button or otherwise indicating an assent to contract terms. For example, the “I Agree” button could be preceded by the following language: “These terms are a legal contract that will bind both of us as soon as you click the following ‘I Agree’ button.” Furthermore, the terms of the agreement must have been presented to the Applicant prior to his or her opportunity to click “I Agree.” It is good practice to place the means of assent at the end of the agreement terms, requiring the Applicant to at least navigate past the terms prior to assenting.
The enforceability of online agreements that allow an applicant to click on an “I Agree” button without having had an opportunity to review the terms and indicating that he or she has done so is questionable. Therefore, it is not a good practice to merely have a link to the terms of the agreement unless the “I Agree” button does not operate until the link or a check box adjacent to the link has at least been clicked-on.
- D. No Access Without Assent.** The online agreement must be structured so that the Applicant cannot get access to the value of the proposed contract without first having indicated assent to the contract terms. In other words, the Applicant cannot become a Member unless he or she has agreed to the terms of the Member Agreement.
- E. Means of Assent Must be Clear.** The means of assent offered to Applicants must be clear statements such as “I Agree”, or “I Consent” on the icons or buttons.
- F. Reasonable Opportunity to Avoid or Correct.** The assent process must provide a reasonable method to avoid or to detect and correct errors likely to be made by the Applicant in the assent process. A good way to implement this requirement is to have a confirmation screen asking the Applicant to review contract terms and other information (e.g., name, address, e-mail address, telephone number, tax ID number, etc.) prior to submitting the agreement.
- G. Opportunity to Say No.** Users should be given a clear choice of agreeing to or declining the contract terms, and the consequences of rejecting contract terms must be spelled-out. Therefore, you must have both an “I Agree” and an “I Do Not Agree” button at the end of the terms. Also, you must explain what happens if the “I Do Not Agree” button is not clicked—e.g., “Clicking on the ‘I Do Not Agree’ button will terminate the enrollment process. You will not be enrolled as an Independent Member and your credit card

information will not be processed (*if applicable*). You will automatically return to our homepage.”

H. Preservation of Records. The company must make sure that it provides for the preservation of the record of the contract terms and the manner in which the Applicant indicated assent to the terms. It is critically important that the Applicant have the ability to print-out a version of the contract terms (e.g., the Policies and Procedures and Terms and Conditions).

- 4. Privacy Policies.** Members must not be able to access another Member’s Agreement. With the exception of Company employees who need the information, only the applicant should have access to his or her Member Agreement. This is to ensure that others do not obtain the applicant’s social security or tax ID number, address, and other private information.

You should place your privacy policy conspicuously on your home page and at the bottom of all other pages, and advise visitors and applicants how their information will be used.