

## RICHLIFECLUB.COM TERMS OF SERVICE

By using and/or registering to become a member of RICHLIFECLUB.COM, you are stating that you understand and agree to be bound by the terms and conditions of this user agreement (the "agreement"). Please read the agreement. If you disagree with anything in this agreement, please do not use the site or any services provided in connection with the site.

**SERVICES:** To access the RICHLIFECLUB.COM Site ("Site"), you do not have to register to become a RichLifeClub.com member ("Member"). As a Member, however, you will have access to various services to which non-Members do not have access, some of which will enable you and other site members to interact with each other ("Member Areas"). These Member Areas and services can include and at our discretion, the following: Site News, Site Pages, Message Boards (Forums), Profiles, and Downloads. The above list is not comprehensive of all the services provided. We reserve the right to modify or discontinue, temporarily or permanently, the RICHLIFECLUB.COM Site (or any part thereof) with or without notice. You agree that RichLifeClub.com shall not be liable to you or to any third party for any such action. If you would like to register to become a Member, please complete our membership registration form. When you do, you agree to: provide true, accurate, current and complete information as prompted by the registration form, maintain and update such information to keep it true, accurate, current, and complete at all times, and that you are the age that you state. If any information provided by you on the registration form is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to so believe, we have the right to suspend or terminate your membership and to refuse to provide you with any future membership. If we have reason to believe that you have registered someone other than yourself, we will cooperate with any law enforcement investigation that may result from such misrepresentations and shall have the right, in our sole discretion, to disclose any information you provided to us in connection with such registration. RichLifeClub.com makes a good faith effort to prohibit registration as a Member by, and will not knowingly connect or store personal information from, children as governed by law.

**FEES:** We reserve the right at any time to change the fees for access to Site content or services or to portions of the existing Site content or services or the Site as a whole. In no event will you be charged an increased or additional amount over the membership rate you originally agreed to in order to access the Site content or service, or to the Site as a whole, unless we obtain your prior agreement to pay such charges. If you do not consent to such charges, however, you may not have access to the additional or altered content or service. Furthermore, if you subscribe to the Site through a RichLifeClub.com Reseller or Affiliate, which has advertised bonuses or incentives not approved by or provided by RichLifeClub.com, we shall not be responsible for fulfillment of those bonuses or incentives. Such bonuses and incentives shall be fulfilled at the sole discretion and obligation of said Reseller or Affiliate. You shall not be entitled to any refund or credit from RichLifeClub.com in the case that you do not receive such bonuses or incentives.

**WEBSITE USAGE POLICIES & PRIVACY POLICY:** These include our Forums Usage & Member Email Policy, Website Upload Policy, Website Download Policy and Privacy Policy. See website for full policies and details.

**REFUNDS:** If the first 30 days of your membership are part of a free trial period, in the event you elect to terminate your subscription with RichLifeClub.com during that time period, no refund or credit will be issued. If you terminate your subscription after your paid subscription period has begun, you are not entitled to any kind of refund or credit. However, you may cancel your membership and you will not be charged for the next month's subscription. You may still be obligated to pay for other charges incurred. If you have an outstanding balance due on any RichLifeClub.com account, you hereby agree that RichLifeClub.com may charge these unpaid fees to your credit card. Upon cancellation of your subscription, you will lose the ability to view paid-membership content and features.

Our Refund Policy states in full our policy regarding refunds of membership fees, fees paid for services, and/or fees paid for products; see website for full policy details and to download a copy.

**DISCLAIMER OF WARRANTIES:** You expressly agree that your use of the site, including, without limitation, any material and/or data developed by RichLifeClub.com or by third parties ("information providers"), is at your sole risk. The site, and any content or materials available through the site, are provided on an "as is" and "as available" basis and without warranty of any kind, express, implied or statutory. RichLifeClub.com and the information providers hereby expressly disclaim all such warranties including, without limitation, any implied warranties or merchantability, fitness for a particular use or purpose, title, or non-infringement, or any warranty as to results that may be obtained through the use of the site. RichLifeClub.com does not represent or warrant that the site will function without interruption, that the site is error or defect-free, that any such defects or errors will be corrected, or that the site and the server(s) that make the site available are free of viruses or other harmful components. No advice or information, whether oral or written, that you obtain from RichLifeClub.com or otherwise through your use of the site shall create any warranty on the part of RichLifeClub.com or the information providers. Further, RichLifeClub.com and the information providers do not warrant or represent that the use or the results of the use of any content or materials made available through the site or from third parties will be correct, accurate, timely, reliable or otherwise.

**LIMITATIONS ON LIABILITY:** In no event shall RichLifeClub.com, the information providers or any other person or entity involved in creating or distributing the site be liable for any direct, indirect, incidental, special or consequential damages, however arising and under any theory of liability (including, without limitation, tort, including negligence and strict liability, breach of contract or breach of warranty), that result from your use or inability to use the site, any changes to the site or this agreement, unauthorized access to or alteration of your transmission of data, any material or data sent or received or not sent or received, or any transactions entered into through the site. RichLifeClub.com is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.

If you are dissatisfied with the site or the services, content or materials available on or through the site, your sole and exclusive remedy is to discontinue using the site. The foregoing limitations on liability shall be applicable even if RichLifeClub.com or the applicable third party knew or should have known of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**ALLOCATION OF RISK:** You agree that the disclaimer of warranties, limitations on liability; and indemnification provisions set forth in this agreement represent and agreed upon allocation of risk between you and RichLifeClub.com and form an essential part of the basis of their bargain, without which RichLifeClub.com would not enter into this agreement or provide the site.

**INDEMNIFICATION:** You agree to hold harmless RichLifeClub.com and its Information Providers and any other person or entity involved in creating or distributing the Site, as well as each of their respective affiliates and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees) and expenses that such parties may incur as a result of or arising out of your (or, in the case of Members, anyone using your account's) use of, or conduct with respect to, the Site.

**MODIFICATION OF AGREEMENT:** You agree that RichLifeClub.com may change the terms and conditions of this Agreement, unilaterally, and at any time, by conspicuously posting notice of such change on the Site for a period of five (5) consecutive days. Continued use of the Site after such notice will constitute your acknowledgment and acceptance of the revised terms and condition.

**GENERAL:** This Agreement contains the complete and final statement of the understanding between you and RichLifeClub.com with respect to, and super cedes any and all prior or contemporaneous negotiations, agreements or communications, whether written or oral, between you and RichLifeClub.com concerning, the subject matter of this Agreement. If any provision of this Agreement is rendered by a court or governmental agency of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforced in accordance with its remaining terms. The waiver by RichLifeClub.com of a breach or default of any of the provisions of this Agreement by you shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of RichLifeClub.com to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by you. You agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are solely used for convenience and have no legal or contractual significance.

All provisions of this Agreement that, by their nature, survive termination of this Agreement will survive termination including without limitation, the Site Rules, Public Areas, Links, Disclaimer of Warranties, Limitations on Liability, Allocation of Risk, Ownership of Materials, Indemnification, Choice of Law/Jurisdiction and Venue and General sections of this Agreement.