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SURGE365 MEMBER APPLICATION

Name of Person Referred by SBA ID# E-mail Address
Personal Information:
First Name Last Name
Address City State/Province Zip/Postal Code
Phone Number Cell Phone
US/Canada Tax ID# (circle one) SSN/FEIN/SIN Other Countries: Citizen Tax ID#/Driver's License#/Passport #

Account Type (circle one): Personal / Business

If US Business, name of business (must match US FEIN provided):

Payment Information:

Name on Account/Credit Card:
Address (if different than above):
Credit Card #:
Exp. Date: Security Code

By signing below

- I have read, understand, agree to and signed the Surge365 Member Terms & Conditions attached.
I certify that the information provided is true and accurate.
I agree to be charged \$349 plus \$19.95 S/H today and \$59.95 each month thereafter

Applicant Signature Date

NOTE: The Agreement must be signed and transmitted by e-mail and, if so, is intended to and will be treated as an original signature and considered to have the same binding effect as an original document with an original signature.

E-mail completed application to: Support@Surge365.com

\$24.95 S/H charge for orders shipped to Canada. Plus \$1.50 processing fee and city/state/providence taxes where applicable. Unless stated otherwise, all pricing listed is in USD. Members located in Bermuda, Bahamas, Jamaica, and Trinidad will receive electronic buttons available through the SBO.



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SURGE365 MEMBERSHIP TERMS AND CONDITIONS

- 1) The undersigned hereby represents, warrants, covenants and agrees with SURGE365 Membership as follows:
 - a. The undersigned Member is of legal age in the state in which they reside
 - b. Member has no obligations to or relationships with other parties that would prevent Member from carrying out the duties under the Agreement
 - c. Member has the power and authority to execute, deliver and perform the Agreement
 - d. All information and materials submitted to Surge365 are true and correct, including but not limited to Member Social Security Number and/or Federal Employee Identification
 - e. International Residents agree to provide valid and true information including but not limited to identity, address, etc. with a valid citizens ID #, Passport #, or Drivers' License #.
 - f. International Residents agree to provide, upon request, a U.S. IRS W-8 BEN form which will be kept on file to claim tax treaty status for payment of commissions, whereby not requiring U.S. tax withholding.
- 2) Member's execution and performance of the Agreement does not and will violate the legal or contractual rights of any third party.
- 3) The Agreement shall be binding upon the parties and their respective heirs and permitted successors and assigns.
- 4) Member hereby acknowledges and agrees that in no event will Surge365 or any of its affiliate companies be liable under these Terms or any theory of liability, for any indirect, special, consequential, incidental, punitive or similar damages, even if Surge365 has been advised of the possibility thereof.
- 5) The Agreement may be signed and transmitted electronically by agreeing, if so, is intended by Member to and will be treated as an original document with original signatures and considered to have the same binding effect as an original document with original signatures.
- 6) Member agrees that upon breach of the Agreement Surge365 will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Member agrees that the remedy at law for any breach of any provision of the Agreement shall be inadequate and that, in addition to any other remedies at law or in equity that it may have, Member shall be entitled, without the necessity of proving actual damages or posting bond, to temporary or permanent injunctive relief to prevent the breach of any provision of the Agreement, and/or to compel specific performance of the Agreement.
- 7) Member agrees to indemnify and hold harmless Surge365, its parents, subsidiaries and affiliates, and their shareholders, officers, agents, employees and directors, from and against any and all claims, demands, liabilities, losses, damages, costs or expenses, including but not limited to, court costs and attorneys' fees, asserted against, or suffered or incurred by, any of them by reason of, arising out of, resulting from or in any way connected with, directly or indirectly, Member's(1) activities as an Member, including without limitation, any unauthorized representations made by Member or any errors or omissions made by MEMBER in connection with Member's business, (2) breach of the terms of the Agreement or (3) violation of or failure to comply with any applicable federal, state or local law or regulation, whether or not litigation is commenced. Surge365 shall have the right to offset any amounts owed to MEMBER hereunder against the amount of any commissions, bonuses or other amounts owed to MEMBER from Surge365. Member shall be entitled to its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under the Agreement.



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8) **Refund Policy**- Member can cancel within 5 business days for full refund less shipping and \$50 Easy Travel Button fee. \$50 Easy Travel Button fee will be refunded if all 10 buttons (USB thumb drives acting as electronic access devices containing electronic discounts for purchases from third-party suppliers) are returned to home office in original packaging within 30 days of cancellation. Must have valid RMA number obtained by calling Surge365 customer service (618-655-2431).

9) **Renewal**- Member agrees to pay monthly renewal fee of \$59.95 each month. Should a member go inactive they may remain in an inactive state for four (4) months. After four (4) months of inactivity a member must rejoin to take advantage of the membership.

10) **Travel Services/Reservations**- All reservations are (i) satisfied on a first come, first serve, space availability basis and (ii) must be reserved either on-line through YOUR Surge365 Membership account or by calling the Reservation Center. Members are advised to be flexible in their travel plans in order to obtain desired reservations and to make condominium reservation requests at least ninety (90) days in advance of the desired travel date; provided, however, last minute reservations may be available by selecting from the available inventory listed on the Membership website. Member acknowledges that requests for holiday periods and/or for three (3) bedroom condominium units may be more difficult to fulfill and are often more expensive. Condominium unit rental rates are based on availability and will vary based on resort, season, and unit size. Members must present a valid credit card number in order to pay for and confirm travel or other services. Reservations do not include and Members are responsible for paying all applicable fees at the time of making the reservation, including the reservation fee, transportation, food, liquor, applicable taxes, tips, port charges, telephone calls, or other resort specific charges (e.g. cleaning fees, energy surcharges, foreign country exit fees, or amenities fees) and other fees and/or charges as may be imposed by the various providers of travel and other related products and services, or other items of a personal nature, all of which are the sole responsibility of Member, unless specifically included in the reservation or as a Membership benefit.

11) **Personal Use Only**- Accommodations obtained pursuant to a reservation shall be used by Member only for vacation and leisure purposes and shall not be used as a principal residence or for the operation of any business. Only Member, and their permitted guests and invitees shall occupy such accommodations or otherwise avail themselves of the benefits associated with the Membership. Members shall abide by and adhere to all rules and regulations established by the provider in connection with the occupancy of accommodations and use of related facilities, including accommodation occupancy limits. Members shall be personally responsible for any damage to the accommodation(s) and facilities occurring during their occupancy and use.

12) **Travel Reservations**- All confirmed reservations are subject to the cancellation terms in effect at the time of booking. Surge365 will provide Members with a confirmation via electronic mail showing reservation details. The person named on the confirmation must be present in order to check-in and obtain the reserved accommodations.

13) **Third Party Vendors, Providers and Suppliers**- Member acknowledges and agrees that Surge365 may contract with third party vendors, providers, and suppliers to provide any or all Membership Benefits available to Member in connection with the Membership. In all instances, Surge365 is acting as a separate entity from those third party suppliers and no supplier is an agent or employee of Surge365 or their affiliate providers. Neither Surge365 nor their provider accepts any liability for any actions or omissions of any third party supplier providing any Membership Benefits. All coupons, receipts, and tickets are issued subject to the terms and conditions specified by each of the various suppliers. Surge365 reserves the right, in its sole discretion, to add, remove or substitute any such third party vendors, providers or suppliers. Member acknowledges and agrees that he/she has not purchased the Membership in reliance on the existence of any specific vendors, providers or suppliers.



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14) The Agreement constitutes the entire agreement between Member and Surge365, supersedes all prior agreements and no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both parties.

15) An individual's continued participation in the Surge Member business constitutes acceptance of and adherence to this Agreement as published and amended.

16) Notwithstanding anything herein to the contrary, Louisiana residents may bring an action against Surge365 with jurisdiction and venue as provided by Louisiana law, and a Montana resident may cancel within 15 days from the date of enrollment and may receive a full refund of all amounts paid to Surge365.

SIGNATURE BELOW, OR ELECTRONICALLY, INDICATES THAT MEMBER HAS READ, UNDERSTANDS AND AGREES TO THESE TERMS AND CONDITIONS.

Signature: _____

Printed Name: _____

Date: _____

ID Number: _____