

Terms and Conditions of AtoZ Barter

Please read all the terms and conditions, as they are there to protect you, as well as AtoZ Barter

CONTRACT AND CHANGES IN RULES

The following Trading Rules constitute the contract by and among Member ("Member") and A to Z Barter, doing business as the A to Z Barter Retail Trade Exchange ("Exchange"). Any trade purchase or sale by an Exchange member (Member) constitutes acceptance of all terms and conditions of the A to Z Barter Trading Rules. Trading Rules apply to all A to Z Members. In its sole discretion, A to Z Barter may change, delete or add to Trading Rules.

PARTICIPATION IN THE A TO Z BARTER RETAIL TRADE EXCHANGE

NATURE OF THE PARTIES

a. A to Z Barter is a trading and barter company which acts as a third party record-keeper and administers the clearinghouse function of the Exchange for Members who subscribe to A to Z Barter record-keeping and barter services. A to Z Barter may, in its sole and absolute discretion, contract with others to provide all or part of such record-keeping and barter services.

b. Member is a bona fide and legal business that desires to exchange its goods and/or services with other members of the Exchange, accepting A to Z Barter trade credits ("Trade Dollars") as payment for their goods and services and hereby subscribes to A to Z Barter's record keeping and related services.

GOLD & SILVER CARDS.

A to Z Barter's introduction of this unique card system.

A Gold Card Member can always buy and sell to another Gold Card Member at 100% Trade.

A Silver Card Member will always buy and sell at 50% cash 50% trade.

Members may change to either Gold or Silver after a six month period.

CASH FEES

a. Due Date of Cash Fees: Cash fees are due and payable upon receipt of statement. Cash fees are to be payable to A to Z Barter and sent to the office at the address shown on the statement. The date of receipt is the date that funds are received at the address designated on the statement.

b. Non-refundable fees: Unless otherwise agreed to in writing by A to Z Barter, the members payment of Purchase and Sales Fees to A to Z Barter is non refundable. If a transaction is not completed by buyers or sellers, or if performance of members' obligations to each other is disputed, A to Z Barter will not be obligat to refund any fees it has received.

PAYMENT OF FEES

All fees and charges that Member pays A to Z Barter are for services rendered in processing Members into the Exchange, maintaining records, operating the clearinghouse, administering the Trading Rules, and facilitating Member's use of the Exchange. If cash fees are past due beyond four (4) weeks, Member waives all rights to the use of any positive Trade Dollar balance in

Member's account and grants A to Z Barter the right to freeze the balance until fees are paid.

TRADING ASSISTANCE

A to Z Barter will use reasonable commercial efforts to assist Members to trade among themselves by, among other things, making Member information available on the internet; maintaining current member information on computer files; appointing, at A to Z Barter's discretion, independent persons or entities as local brokers to provide information on Members' goods and services available through the Exchange; and through A to Z Online, an internet-based trade information network. Member acknowledges that the sole principals in any Exchange transaction are the buying and selling Members involved, that transactions are entered into voluntarily, and neither A to Z Barter nor the Exchange is a guarantor of any transaction or Trade Dollar.

A to Z Barter will use reasonable commercial efforts to record trades accurately, to administer the Trading Rules in accordance with their terms, and to assist in the sale of Member's goods and services to other A to Z Members. However, the initiative for using A to Z Barter's services for economic benefit is exclusively that of the Member and neither A to Z nor the Exchange guarantees or warrants any level of business through the Exchange.

AVAILABILITY OF PRODUCTS AND SERVICES

A to Z Barter shall use reasonable commercial efforts to enroll new businesses with products and services to meet the needs of Members. Neither A to Z Barter nor the Exchange is responsible if Member cannot find specific products or services or customers for their products and services within the Exchange.

DEFINITION OF "MEMBER IN GOOD STANDING"

A Member who complies with the current Trading Rules and any other agreements in effect with A to Z Barter, who is current in the payment of any cash or Trade Dollars owing to A to Z Barter and who has a valid Member account, is a "Member in Good Standing". Only Members in Good Standing are entitled to the services of A to Z Barter and its Retail Trade Exchange.

ADVERTISING AUTHORIZATION

Unless A to Z Barter is otherwise notified in writing, Member authorizes A to Z Barter to inform other Members of the availability of Member's products or services. This includes listings in local, regional or national directories, website listing, fax broadcasts. Member information that will be publicly available will be the name of the business, address, contact person, address, telephone number, fax number, e-mail address, website and product availability, unless Member directs otherwise. A to Z Barter is neither a party to these sales listings nor responsible for their accuracy. Any inaccuracies should be reported to A to Z Barter in writing, immediately.

TRADE TRANSACTIONS

ONLINE PROCEDURE

Member may make purchases directly on the INTERNET by using A to Z Barter ONLINE. Members who wish to use this system of payment must enter their approved password. It is important to guard the identity of this password because the use of the password to make a purchase represents the consent of buyer to debit buyer's account. Member agrees to indemnify and hold A to Z Barter harmless for any debit to Member's account utilizing Member's password.

TRADE DRAFT PROCEDURE

A to Z will guarantee the crediting of A to Z Barter Trade Drafts only when the procedures outlined below are followed:

a. Trade Drafts must be properly completed with account numbers and names, signature, and date. Trade Drafts received without the buyer's signature may be returned to the seller or seller's broker.

b. An authorization number must be secured from A to Z Barter Transaction Clearance for all transactions.

c. A to Z Barter has no obligation to post a transaction unless authorisation is obtained at the time of sale and the trade draft is received by the A to Z Barter head office within fourteen (14) days from the date authorised. A to Z Barter reserves the right to refuse to issue an authorization number if (i) the buyer does not have sufficient Trade Dollars to cover purchases or (ii) either party is not a Member in Good Standing.

RECORD KEEPING

A to Z Barter will issue periodic statements to Member reflecting account activity and amounts due and owing to A to Z Barter. Statements are deemed accurate as printed unless Member notifies the A to Z Barter Head office, in writing, of any discrepancy within four weeks of statement date. Interim account activity summaries may be requested at any time at no charge and are available from Head Office. Members requesting copies of processed trade drafts will be charged \$3.00 cash research fee per copy, unless the examination reveals an accounting error. EFT returns, credit card returns, cheque returns will be charged \$20.00 cash per incident, against the originating account. Until the payment is returned by Member's bank, Member's trade balance will be frozen.

A to Z Barter operates on a four (4) week accounting Cycle which may or may not conform to any given calendar month. It is the sole responsibility of the Seller to maintain any written documentation of the transaction (contract, invoice, etc.), including an authorising signature from the Buyer, in case of dispute. If no signed authorisation from the Buyer is kept, the transaction may be reversed at the Buyer's written request but not after 120 days from the date of the transaction. A to Z Barter has the right but not the obligation to reverse transactions due to non-compliance with these Rules or failure to provide goods or services, in which event it will be the Seller's responsibility to collect from the Buyer. Transactions are subject to final audit and verification by A to Z Barter and, in case of inaccuracies, or non-compliance, A to Z Barter may debit or credit Member's account without notice.

PRODUCTS SOLD BY A TO Z BARTER.

On all products and scrip for services owned and sold by A to Z Barter the only warranty A to Z Barter makes is that it has title free and clear from any lien or encumbrance, and are sold "As is, where is". A to Z Barter makes no warranty either express or implied, by operation of law or otherwise as to the merchantability or fitness for a particular purpose of such products or services, and Buyer shall look solely to the manufacturer, distributor or retailer of such merchandise for any warranty.

MEMBER TRANSACTIONS WITH BROKERS

A to Z Barter brokers, both in Australia and Internationally, are independent contractors or independent licensees who sell A to Z Barter services and assist Members in trading. Brokers, their employees and A to Z Barter employees are free to buy and sell on trade, but do so on their own behalf and for their own account. Every provision of the A to Z Barter Trading Rules applies equally to brokers, their employees, A to Z Barter employees and Members. Member agrees to indemnify and hold A to Z Barter harmless from any claim arising from a trade or attempted trade with a broker, broker's employee or an A to Z Barter employee when they are acting as a principal to the transaction.

DISCLAIMER OF WARRANTY AND LIABILITY

A to Z Barter makes no representation or warranty either express or implied, and disclaims all liability, as to the fitness, quality, delivery date, merchantability, prices or any term of any trade transaction. Member agrees to indemnify and hold A to Z Barter harmless with respect to any claim, debt, or liability whatsoever, arising out of any transaction wherein Member is a Buyer or Seller. Member acknowledges that any trade transaction in which Member participates is entered into by Member on a voluntary basis.

TAXES

Seller shall be solely responsible to collect and remit to the appropriate taxing authorities the appropriate GST. Under no circumstances is A to Z Barter responsible to pay any GST, other taxes on behalf of any Member. Transactions involving Trade Dollars are generally treated as taxable. The declaration and reporting of applicable taxes resulting from trade transactions rests solely with the Member. Member agrees to indemnify and hold A to Z Barter harmless for any actions A to Z

Barter takes to comply with federal, state or provincial, and local laws.

DISPUTES

a. Transaction disputes concerning the quality or nature of goods or services purchased are between the Buyer and Seller ONLY, and A to Z Barter has no responsibility in connection therewith other than recording transactions. Buyers should exercise the same discretion in inspecting goods, insuring delivery, etc. in trade transactions as they do in cash transactions. A to Z Barter is not responsible for use of Trade Dollars by unauthorized persons nor for transactions that do not comply with the A to Z Barter Trading Rules. A to Z Barter is not a buyer or seller unless it so states in writing.

b. In situations where a Buyer disputes having entered into a transaction, he should notify A to Z Barter within 28 days of the purchase, then it shall be the responsibility of the Seller or the Seller's broker to provide A to Z Barter with written verification from the Buyer authorizing the transaction (e.g., signed A to Z trade draft, signed contract specifying goods or services to be supplied and amount of purchase; signed voucher, etc.) or written verification by the Buyer that Buyer is rescinding the dispute, within fourteen (14) calendar days of notice being given by A to Z to Seller or Seller's broker of the disputed transaction. If such documentation is not received within that time, the transaction will be reversed. No transactions will be reversed after one hundred twenty (120) days after the date of the disputed transaction. Except in the case of an accounting error.

ADMINISTRATION OF THE EXCHANGE AND ITS TRADE DOLLARS

NATURE OF TRADE DOLLARS

A "trade" is a purchase or sale of goods or services through the Exchange using the medium of the A to Z Barter Trade Dollar. Payment is made by posting debits and credits to the buying and selling Members' respective accounts, pursuant to these Rules. A "Trade Dollar" is an accounting unit used to record the value of trades determined by the selling Member. Trade Dollars denote the right to receive goods or services available from other Exchange Members, or the obligation to provide goods or services to other Exchange Members. Trade Dollars will not be redeemed for cash by A to Z Barter. Trade Dollars may be used only in the manner and for the purposes set forth in these Rules. Trade Dollars are not legal tender, securities, or commodities and may not be bought or sold for cash. A to Z Barter Trade Dollars in international transactions will be treated as Dollar for Dollar. A to Z Barter disclaims any and all responsibility for the negotiability of Trade Dollars or for the availability of goods or services from any source.

TRADE DOLLAR EXTENSIONS OF CREDIT

Member understands and acknowledges that all aspects of Trade Dollar Extensions of Credit are within the sole discretion of A to Z Barter. Members wishing to apply for credit may be required to submit a loan application, financial statement, credit agreements, promissory note, provide collateral or to prepay cash service fees prior to approval.

ALLOCATION OF GOODS AND SERVICES

Member acknowledges that regulation of purchases, control of credit extension, and allocation of goods or services in short supply are inherent in A to Z Barter's responsibilities. Decisions regarding exercise of these responsibilities are at A to Z Barter's sole discretion. Member acknowledges that some accounts are primarily or solely for the use of A to Z Barter, its principals or employees. A to Z Barter acknowledges that with respect to those accounts, it is bound by these Trading Rules in the same manner as any other Member.

BREACH OF TRADING RULES: PROHIBITIONS

TRADING RULE VIOLATIONS

A to Z Barter has the right, but not the obligation, to inquire into complaints of Trading Rule violations by Member. Member grants to A to Z Barter the right to take such actions which, in A to Z Barter's sole discretion, are deemed necessary. Violations of these Rules may result in termination of Member's account and/or immediate adjustment to the transactions involved. If Member fails to buy from and sell to other Members in Good Standing in accordance with these Rules, Member will be in material breach of these Rules. If Member violates any term of the currently effective Trading Rules, A to Z Barter may immediately terminate Member's account or may freeze all activity in the account without notice. In its sole discretion, A to Z Barter may reinstate the Member or unfreeze Member's account.

SUSPENSION OF TRADING PRIVILEGES

A to Z Barter reserves the right, in its sole discretion, to suspend the trading privileges of any Member who is in violation of any local, state or provincial, or federal law, who engages in overpricing, direct trades, or otherwise violates these Rules, or when cash fees are due to A to Z Barter and unpaid for more than four (4) weeks (one accounting Cycle). In the latter case, trading privileges shall be reinstated immediately upon payment of cash fees due. A to Z Barter will at all times act reasonably in suspending a members trading privileges.

PAST DUE FEES

In its sole discretion, A to Z Barter may terminate Member accounts with cash fees owing beyond twelve (12) weeks and may assess a cash collection fee in such amount as may be specified by A to Z Barter from time to time.

TERMINATION

Either party may terminate this Agreement upon five (5) days written notice to the other party. Upon termination:

a. All cash and Trade Dollar fees outstanding become due and payable. No fees will be refunded.

b. Any Member with a negative trade balance (where purchases exceed sales) must balance its account with Trade Dollars within four (4) weeks of termination date. After said four (4) week period, Member must immediately pay A to Z Barter any remaining negative balance in cash. A to Z Barter reserves the right to charge any fees due against credit cards or EFT on file.

c. Any Member with a positive trade balance (where sales exceed purchases) may spend the positive balance after paying A to Z Barter the cash fees then owing plus the Purchase Fee on the positive balance. After payment of fees, A to Z Barter Trade Exchange Prepaid Trade Drafts will be issued to Member if the amount is less than or equal to \$TD500. If the trade balance is greater than \$TD500 A to Z Barter will create a spend down account which must be completely used within twelve weeks from the date of the creation of the spend down account.

d. A to Z Barter cards and unused trade vouchers must be returned immediately upon termination.

SPEND OUT/CANCELLATION

If A to Z Barter reasonably believes that a Member is spending out its trade balance in anticipation of canceling future participation in the Exchange, or if Member has requested termination of its account, then A to Z Barter shall require the prepayment of cash service fees on the remaining trade balance held in Member's account.

SECURITY INTEREST, INSOLVENCY

Member hereby grants A to Z Barter a security interest in all Trade Dollars in Member's account for the amount of all unpaid cash fees. If Member becomes insolvent or bankrupt all cash fees shall be due and payable in full. A to Z Barter shall have the option in lieu of filing as a creditor of treating the Trade Dollar balance as equal in value to the amount of cash fees owing, and terminating the account; provided however, that if A to Z Barter does receive all of its cash fees in full, A to Z Barter shall reinstate the Trade Dollars to the Member's account.

JOINT AND SEVERAL LIABILITY

If Member's Application is accepted and an A to Z Barter Trade Account is opened, Member and the individual signing for the Member hereby assume joint and several responsibility for all transactions and fees as outlined in this Agreement.

MISCELLANEOUS

FAX SIGNATURES

A to Z Barter will, and Member agrees that A to Z Barter may, accept a faxed signature as an original, legal signature.

LEGAL REQUIREMENTS

Member shall abide by applicable International, federal, state or provincial, and local laws or regulations pertaining to Exchange transactions and the operation of Member's business. A to Z Barter shall not be responsible for any failures on the part of Member to comply with such laws and regulations. Member agrees not to hold A to Z Barter liable for any action A to Z Barter takes to comply with applicable laws or regulations and to indemnify A to Z Barter for Member's breaches of such laws or regulations.

NO WAIVER OF RIGHT

A to Z Barter's failure or delay in exercising any right, will not operate as a waiver of that right, nor shall the partial exercise of a right preclude any other or further exercise of any right. A to Z Barter's remedies are cumulative and are not exclusive of any remedies provided by law.

SEVERABILITY; ATTORNEY'S FEES

Every item contained in these Trading Rules is severable from every other term herein. If any term should be judged unenforceable, it shall not affect the enforceability of other terms outlined in these Trading Rules. If legal action must be taken by A to Z Barter against a Member to enforce any provision of these Trading Rules, Member shall pay A to Z Barter reasonable attorney's fees, costs, plus interest from the date of default until payment in addition to any other judgment as granted by a court of law or an acceptable arbitration.

WARRANTY OF INFORMATION

Member warrants that it provides all information to A to Z Barter in good faith and that such information is accurate to the best of Member's knowledge.

APPLICABLE LAW

All interpretation of these Trading Rules shall be governed by the laws of the State of Queensland, Australia, and in the English language, except where local law prohibits such use of English. Any sums which may be awarded to A to Z Barter by judgment shall be in Australian dollars rather than Trade Dollars.

VENUE

Any action brought by any party to this agreement shall be filed, and venue shall lie only in the courts of Queensland, Australia, to which jurisdiction and venue Member hereby specifically consents.

ENTIRE AGREEMENT

Member acknowledges that it is not relying on any oral representations concerning these Trade Rules and that the complete agreement between the parties is contained in the Member Application, these Trade Rules and any other written document signed by both parties.

ARBITRATION

The parties agree that in the event of a dispute, the parties will resolve the dispute under the commercial rules of the Australian Arbitration Association. Notwithstanding any provision of law, any claim arising out the creation, performance or termination of this agreement by either party must be brought within one year of the accrual of the cause of action.