

1. Contact Info

Company Name

Mr. Mrs. Ms.
 First Name
Middle
Last Name

Mailing Address

City
State
Zip Code

Email Address

Mobile Phone - -
Alternate Phone - -

2. Referring Affiliate

Mr. Mrs. Ms.
 First Name
Middle
Last Name

3. Billing Information

First Name (as it appears on card)
Preferred form of payment
 VISA MASTERCARD AMEX DISCOVER

Card Number
Expires /
CVS

Billing Address for Card
Authorized Signature

City
City
Zip Code

Yes, I authorize the release of these funds from the credit card listed to cover the initial total amount of the products chosen and re-occurring monthly membership fees.

4. Affiliate Package (choose one)

<input type="checkbox"/> Associate \$0 Setup No Monthly Payment	<input type="checkbox"/> Affiliate \$0 Setup \$99 Per Month 3 Keywords 800 Text Messages Per Month 1000 Marketing Cards	<input type="checkbox"/> Affiliate Pro \$0 Setup \$199 Per Month 5 Keywords 1000 Text Messages Per Month 2000 Marketing Cards
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5. Authorized Signature

By signing this form I apply to become a bizM3 Mobile Solutions Specialist. I certify that I am at least 18 years of age and I acknowledge that I have carefully read and agree to the bizM3 Terms & Conditions on the website at www.bizM3.biz and agree to the bizM3 Policies & Procedures. Mobile Solutions Specialist status can be cancelled at any time by giving the company written notice.

Authorized Signature
Date

MEMBERSHIP AGREEMENT: This Membership Agreement governs your membership in the bizM3.com community, allowing you full access to the membership portions of the web site located at (the "Site"). This Membership Agreement is in addition to the Terms of Use applicable to the Site. The Site is operated by bizM3, Inc. ("bizM3").

Access and use of the membership portions of the Site are provided by bizM3 to you on condition that you accept the terms and conditions of this Membership Agreement and the Terms of Use, and by accessing or using the membership portions of the Site, you agree to the terms and conditions of this Membership Agreement and the Terms of Use. If you do not agree to accept and abide by this Membership Agreement and the Terms of Use, you should not access or use the membership portions of the Site. In the event of any inconsistency between this Membership Agreement and the Terms of Use, the terms of this Membership Agreement shall govern.

bizM3 reserves the right, in its discretion, to change or modify all or any part of this Membership Agreement at any time, effective immediately upon notice published on the Site. Your continued use of the membership portions of the Site after such notice constitutes your binding acceptance of the terms and conditions in this Membership Agreement, including any changes or modifications made by bizM3 as permitted above. If at any time the terms and conditions of this Membership Agreement are no longer acceptable to you, you should immediately cease use of the membership portions of the Site.

Membership Dues: Membership dues can be purchased from the Online Purchase Page within the membership portion of the Site. Membership Dues can be purchased online with VISA, MasterCard, AMEX, PayPal, or with check or money order by mail.

The price of Membership dues purchased through the Site will be the price specified in the Site at the time of your purchase. Upon presentation of credit card information the purchaser warrants that he/she is the cardholder and that the billing information provided is accurate. By approving the purchase of the product or service, you authorize bizM3 to charge the designated credit card, or PayPal account, for the total amount of the purchase.

Use of Content: You acknowledge that the Site contains or may contain information, software, photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets and other material (collectively, "Content") which is protected by copyright, trademark or other proprietary rights of bizM3 and its affiliates or other third parties (including other members).

You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, reverse engineer or in any way exploit any of the Content, in whole or in part, except as otherwise expressly permitted in this Membership Agreement and any other agreement entered into at the time such Content was downloaded (such as a Content License Agreement).

Passwords: You acknowledge and agree that the user identification provided by bizM3 to you so that you may access and utilize the membership portions of the Site (your "Member Name"), and the password selected by and used by you in conjunction with your Member Name are to be kept secret and confidential. You agree that you shall not disclose such Member Name or password to any other party without the express written permission of bizM3.

You acknowledge and agree that you will be responsible for each and every access or use of the membership portions of the Site that occurs in conjunction with your Member Name and such passwords, and that bizM3 is authorized to accept your Member Name and password as conclusive evidence that you have accessed or utilized the membership portions of the Site. You acknowledge that such password(s) are unique to you and that, although bizM3 does have the ability to require password(s) to meet certain requirements (such as a minimum or maximum number of characters) and to reset such password(s), bizM3 does not have the ability to access the password(s) themselves.

Rules of Conduct: You agree that you will not use the Site for any purpose that is unlawful or not permitted by this Agreement. By way of example, and not as a limitation, you agree that when texting and advertising via the Site, or uploading and communicating on any forums, chat-rooms or other exchanges (a "Forum") accessed on or through the Site, you shall not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others.
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information.
- Upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or confidentiality) unless you own or control the rights thereto or have received all necessary consents.
- Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer.
- Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.
- Falsify the origin or source of software or other material contained in a file that is uploaded.
- Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.
- Use any communications or Content or other information obtained through the Site in a manner that is competitive with the Site or bizM3's business.

You acknowledge that Forums are public and not private communications. Further, you acknowledge that no communication of a third party or content is endorsed by bizM3 and no communication of a third party or Content may be considered reviewed, screened or approved by bizM3. As explained below, bizM3 reserves the right for any reason to remove without notice any communication, Content or other material posted to the Site.

You also agree not to use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You also agree not to attempt to gain unauthorized access to any other bizM3 member accounts, computer systems or networks associated with the Site. You also agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Managing Content: bizM3 does not and cannot review all communications or Content uploaded to the Site and is not responsible for the content of such communications or Content. Notwithstanding the foregoing, bizM3 reserves the right to delete, move or edit any communication or Content that it may determine, in its sole discretion, violates or may violate this Membership Agreement or is otherwise unacceptable. You shall remain solely responsible for all communications made or Content uploaded under your Member Name. bizM3 shall have the right but not the obligation to correct any errors or omissions in any Content, as it may determine in its sole discretion. You acknowledge that any screening of Content performed by bizM3 to determine Accepted Content is done as a courtesy only.

bizM3 respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide bizM3 with notice of such infringement in the manner described under Notice and Procedure for Making Claims of Infringement in the Terms of Use.

Confidential Information: You acknowledge that the Confidential Information (defined below) which you obtain through the entering into of this Membership Agreement and the use of the Site constitutes valuable, confidential, proprietary information of bizM3 and its licensors, and you agree that during the term of this Membership Agreement and thereafter you shall not, without the express written consent of bizM3, use or disclose to any other person any such Confidential Information, except as specifically authorized under this Membership Agreement or as required by applicable law.

For the purposes of this Membership Agreement, "Confidential Information" means any and all data, information, documents, software or materials relating to the business and management of bizM3, its members, affiliates, licensors or licensees, that is designated as confidential or ought reasonably to be considered confidential, including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, finances, research, development, know-how, trade-secrets, training materials, personnel, clients, methodologies, Site content belonging to others and other intellectual property.

Indemnity: You agree to indemnify, defend and hold bizM3 and its affiliates, and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "bizM3 Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including lawyers' fees on a solicitor and client basis) incurred by any bizM3 Party in connection with: (i) any use or alleged use of the Site under your Member Name by any person, whether or not authorized by you; (ii) or resulting from any communication made or Content uploaded under your Member Name; or (iii) any breach by you of this Membership Agreement. bizM3 reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with bizM3's defense of such claim.

Term and Termination: This Membership Agreement is effective until terminated. You may terminate this Membership Agreement at any time by emailing support@bizbizM3.com or by such other means of written notice acceptable to bizM3, which enables confirmation of your identity and your intention to terminate. bizM3 reserves the right, in its sole discretion, to restrict, suspend or terminate your right to access the membership portions of the Site at any time for any reason without prior notice or liability. bizM3 may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any feature, database, or Content, without prior notice or liability.

bizM3 may also terminate or suspend your access to the membership portions of the Site for non-payment of Membership Dues.

Termination of this Membership Agreement does not relieve you of your responsibilities to pay any amounts due to bizM3 under this Membership Agreement or your obligations to not use the membership portions of the Site or any Content other than in the manner permitted under this Membership Agreement or any other agreement entered into at the time such Content was downloaded (such as a Content License Agreement). Termination of this Membership Agreement shall operate without prejudice to the bizM3's rights, defenses and limitations of liability provided under this Membership Agreement, which rights, defenses and limitations of liability shall survive termination of this Membership Agreement.

Upon termination of your access to the membership portions of the Site, you agree to forfeit all data, group volume, texting credits, commissions, and any other benefits relating to your Membership in the site.

DISCLAIMER OF WARRANTIES: THE SITE, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. bizM3 DOES NOT REPRESENT OR WARRANT THAT THE SITE OR THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.

bizM3 DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE SITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

LIMITATION OF LIABILITY: YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SITE INCLUDING WITHOUT LIMITATION ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL bizM3 OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, LICENSORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS MEMBERSHIP AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE SITE, THE CONTENT OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF bizM3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN ANY EVENT, bizM3'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS MEMBERSHIP AGREEMENT OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE SITE OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) US DOLLARS. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF bizM3 OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Age and Responsibility: You represent and warrant that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You agree to be responsible for all of your use of the Site (as well as for use of your Member Name and password(s) by others, including without limitation, minors living with you). You agree to supervise all usage by minors of the Site under your name or account.

Applicable law: The Site is controlled, operated and administered by bizM3 from within the state of California. The Site can be accessed from the United States and territories of Canada, as well as from other countries around the world. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be fully performed therein, without regard to conflict of laws principles. The Company irrevocably and unconditionally agree that jurisdiction and venue are in Orange County, California, and that any action, suit, or proceeding arising from or related to this Agreement may be brought only in any state court of competent jurisdiction sitting in Orange County, or, if it has or can acquire jurisdiction, the United States District Court for the Central District of California.

You consent to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the membership portions of the Site, or such other address as you may advise us in writing to use, from time to time.

If bizM3 is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse bizM3 for its legal fees, costs and disbursements if bizM3 is successful.

General: You specifically agree and acknowledge that you have, in addition to the terms of this Membership Agreement, reviewed the terms of Use and any other agreements, which may be incorporated by reference therein, and to the extent of their incorporation herein you agree to be bound by them. bizM3's failure to insist upon or enforce strict performance of any provision of this Membership Agreement shall not be construed as a waiver of any provision or right. If any provision or part thereof of this Membership Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. This Agreement is personal to you and is not assignable by you without bizM3's prior written consent. bizM3 may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

The parties have requested that this Membership Agreement and all documents relating thereto be drawn up in English.

If you have concerns relating to the Site or this Membership Agreement, please contact bizM3 at support@bizM3.com or via phone at (877) 442-4963

Acknowledgement: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS MEMBERSHIP AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND bizM3, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND bizM3 RELATING TO THE SUBJECT OF THIS MEMBERSHIP AGREEMENT.