

# **PrePaid Commercial Exchange, (PrePaid)**

## **Administrative Service Agreement**

### **PURPOSE**

This Service Agreement ("Agreement"), including the Legal Notices and Privacy Policy, contain the Terms and Conditions that apply to your use of the PrePaid Commercial Exchange ("PrePaid") Network. PrePaid is a "pay your own way" organization, which allows us to operate without solicitation of funds and support from vendors. Any fees collected by PrePaid for Services or Enrollment are only intended to offset reasonable and minimal overhead expenses to the organization. Clients agree to keep current their contact information held in their online profile.

### **1. TERMS AND CONDITIONS For The PrePaid Commercial Exchange**

The following terms and conditions of this Service Agreement (the "Agreement") govern the Atlantic National, Inc dba PrePaid Commercial Exchange (PrePaid) and its associated persons or entities (Associates) and service providers, "PrePaid Network" ("Network") provided to client's of the Network ("Client's") by and through PrePaid. All Clients subscribing to or enrolled in this Network should read the terms of this Agreement carefully and communicate any questions that may arise to PrePaid representatives available by telephone Monday - Friday, 9:00 a.m. to 5:00 p.m., EST, at 1-800-448-2408. By accepting enrollment as a client in the Network, you are agreeing to the terms of this Agreement.

### **2. DESCRIPTION OF NETWORK SERVICES**

Each PrePaid Client ("Client") will be entitled to receive all services as applicable from the network of service providers set forth in the Client only section of PrePaidx.com website.

### **3. MEMBERSHIP TERM**

Once the network enrollment fee is paid, the Client shall be entitled to all services for the Pre-Paid term. The Pre-Paid term is monthly unless or until terminated. All network service terms are billed in advance of said Pre-Paid term. Access to the Network will be renewed automatically and the Pre-Paid fee for an additional monthly term will be charged directly against a Client's bank card, or by ACH/direct debit to Client's checking account. Should a client have any questions concerning the Network, continuation or cancellation of Access to the Network of Services, he/she should telephone a PrePaid representative at 1-800-448-2408.

### **4. PAYMENTS BY CLIENT:**

Enrollment Fee: The Client shall pay the amount of \$\_\_\_\_\_ as enrollment fee in to the PrePaid Network upon execution of this Agreement. This enrollment fee is Non-Refundable and is the agreed client contribution to join the PrePaid Network.

Monthly Renewal Fee: The Client shall pay the amount of \$\_\_\_\_\_ monthly as a Renewal Fee to maintain access in the PrePaid Network. This fee includes the complete Network of Services provided by PrePaid.

## **5. CANCELATION**

If, for any reason, a client is not satisfied with the PrePaid Network and wishes to terminate his/her enrollment, the client may cancel the enrollment anytime by notifying PrePaid in writing 30 days prior to cancellation. Enrollment in the Network shall terminate 30 days from the date that PrePaid receives the notice of cancellation. All collected enrollment fees, and monthly Network Access fees are not refundable and are not subject to claim for refund for any cause whatsoever.

## **6. MEMBERSHIP PAYMENT AND BILLING**

Payment of the initial enrollment fee and any monthly renewal fee is made automatically by a direct charge against the client's bank card, or by ACH/direct debit to Client's checking account, (depending on the payment option authorized by the client) for the full amount stated in section 4 of this agreement. Clients will not receive notice from PrePaid of an enrollment payment due; rather, the client will be notified of the billing via his/her credit card statement, or checking account statement. Each client hereby authorizes PrePaid to bill and receive payment for the Enrollment Fees and renewal as stated herein.

## **7. MEMBER REPRESENTATION AND ACKNOWLEDGEMENTS**

In return for the discounts and benefits available under the Network, the client makes the following representations and acknowledgements:

- a.) Client has read this agreement carefully, understands the Network of services, and understands the various billing methods for payment of the Enrollment and renewal Fees.
- b.) Client may cancel his/her access to the Network at any time subject to the terms and conditions herein.
- c.) Cancellation and termination also occurs when the PrePaid Client fails to pay the PrePaid monthly fee. Cancellation of this agreement shall terminate your access to the Network Services.
- d.) Client acknowledges that upon client's first commercial mortgage closing through the network, client will be billed twelve months of renewal fees less the number of months currently enrolled. Monthly renewal fees will begin again on the one year anniversary of client enrollment.
- e.) Enrollment in the PrePaid Network and benefits thereunder are not assignable without the express written consent of PrePaid. Client shall use his/her Network Access only for his/her personal benefit. A client's violation of this paragraph will result in immediate termination of the Prepaid Network. Notwithstanding the foregoing, only the named person is covered by any service or coverage otherwise so designated.
- f.) Client acknowledges that PrePaid bears no responsibility for the payment of (or contribution to) any use or sales tax, which may be imposed by any state or federal taxing authority on the services provided under the Network. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the client or the direct provider of the services, as applicable.
- g.) Client understands that Client is responsible for paying providers and/or vendors for services rendered at the time of service unless otherwise agreed upon by client, provider or vendors.
- h.) Client understands and agrees that all providers and/or vendors are independent contractors, and that PrePaid in no way is responsible for the services provided by a provider or vendor.

## **8. CONFIDENTIALITY AND PRIVACY**

PrePaid agrees that all confidential ("Confidential Information") communicated to PrePaid with respect to the services, including confidential information gained by PrePaid or its representatives by reason of association with Client is confidential. Client shall make reasonable efforts to mark as confidential any information to be protected pursuant to this paragraph. Client is responsible for maintaining the confidentiality of your password and for any and all activities that occur under your client name and password. Occasionally, clients will receive newsletters, updates, information, notices, etc with information we deem to be of interest to the clients of PrePaid. If you do not want to receive newsletters and updates, you may opt out of those services by unsubscribing.

**9. GENERAL RELEASE**

If you are dissatisfied with any PrePaid services, vendors, Network of Providers or Terms and Conditions, your sole and exclusive remedy is to discontinue using the PrePaid Network and cancel your enrollment.

**10. NOTICES**

Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by first class mail, postage prepaid and addressed to the Client at his/her address on record or to PrePaid at: PrePaid 10752 Deerwood Park Blvd, Suite 100 Jacksonville, FL 32256.

**11. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding of the parties with regard to Enrollment in the PrePaid Network. No representations, inducements, promises, agreements, or otherwise, shall be of any force or effect. The validity or enforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other term or provision of this Agreement.

**12. RELATIONSHIP OF PARTIES**

Nothing contained in this Agreement shall be deemed to constitute the appointment of either party as the agent of the other.

**13. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida regardless of any application of principles regarding conflicts of laws.

**14. HEADINGS**

The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

**15. AMENDMENT**

PrePaid reserves the right to modify the terms of this Agreement at its sole discretion by posting modifications on its website. Prepaid will give 30 days notice of all modification of terms and all changes will be prospective. A client's continued use of the Services after notice of modifications constitutes your acceptance of the modifications. If you do not agree to the modifications, you have the right to terminate your enrollment as outlined in section 5 of this Agreement.

In Witness Whereof, the parties hereto have caused this agreement to be duly executed by themselves, or their authorized representatives, as of the date written below.

Client 1: Date: \_\_\_\_\_

Client 2: Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_