

WHAT'S IN IT FOR ME MEMBERSHIP AGREEMENT

Last updated on October 2, 2013

Whatsinitforme.com, LLC, aka What's In It For Me, is a business process that develops high quality, Class A sales referrals, with a Buyer-validated and approved "Intent to Buy," together with an "Invitation to Call" by qualified Sales Professionals, incorporating the voluntary submission of information by anyone with the knowledge of someone else's, or their own, intent to buy a product or service. A sales lead developed from this business process is referred to as an APIX Sales Referral. The methods used in developing the APIX Sales Referral is a patent pending business process with the goal of achieving the "Maximum Competitive Effect" for our Buyer Members and perfect sales leads for our Sales Professional and Vendor Members (collectively, the "Process").

In order to take part and benefit from the process (as defined below), You must read and accept all of the terms and conditions in, and linked to this Membership Agreement (this "Agreement"), which may be modified by What's In It For Me from time to time at our sole discretion. All modifications will be posted on www.whatsinitforme.com (our "Website") and such modifications will become effective immediately upon the posting thereof. It is your responsibility to review this Agreement on a regular basis to keep yourself informed of any modifications. We strongly recommend that as You read this Agreement, You also access and read the linked information. By accepting this Agreement, You also agree that Your use of some of What's In It For Me-branded websites, website pages or other websites we operate, may be governed by separate membership agreements and privacy policies. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

TERMS OF USE

1. WHAT'S IN IT FOR ME PROCESS

What's In It For Me develops and markets high quality sales referral information and offers the same for sale to Sales Professionals and Vendors with the participations and approval of potential Buyers of products and services and Information Partners, who share information about other people's, and their own, "intent to buy." The Process is currently comprised of three entities or membership types, all of which require active membership in What's In It For Me. The three types of members included in this membership agreement are: (1) Information Partner Members ("Information Partner," or "IP") (2) Buyer Members ("Buyer") and (3) Sales Professional and Vendor Members (Vendors), described as follows:

- (1) Information Partners are members who voluntarily report information pertaining to other individuals and companies who are in the market, or soon to be entering the market, to purchase certain products and services that are approved and offered on the Website. Information Partners can earn commissions for reporting valid information regarding someone else's intent to purchase products and services that are represented on our Website. Information Partners may submit this information anonymously or may choose to have their identity revealed to potential Buyer Members and Sales Professional and Vendor Members, at their sole discretion. Information Partners may earn commissions when Sales Professionals and Vendors purchase the APIX Sales Referral originated on the Website by them. Information Partners may also submit information about their own pending purchase of a product or service and earn additional commissions as a "Buyer Member."
- (2) Buyer Members are companies or individuals who have entered, or are about to enter the market to purchase products and services represented on our Website. Buyers are encouraged to validate and approve information submitted by Information Partners and can earn commissions with the completion of their purchase, if purchased from a Sales Professional or Vendor Member, who purchased the APIX Sales Referral from our Website. Buyers may submit their own intent to purchase information as an Information Partner and receive additional commissions.
- (3) Sales Professional and Vendor Members are sales people representing a company, product or service, either as an employee of that company or an independent representative; Vendors are those companies and individuals who provide products and services to customers without sales professionals representing them, such as many trades, craft and professional services. Sales Professionals and Vendors will receive notification of the existence of an APIX Sales Referral for their sales territory and will be offered an opportunity to purchase the identity and details of the referral. Upon the purchase of an APIX Referral, the identity and specific information about the Sales Professional or Vendor, and their company and/or product and service, will be immediately forwarded to the Buyer Member.

2. REGISTRATION INFORMATION

As a condition of Your use of the Process, You agree to (a) provide What's In It For Me with true, accurate, current and complete information as prompted by the What's In It For Me's registration forms when registering for or using the Process and (b) update and maintain the truthfulness, accuracy and completeness of such information.

3. MINIMUM AGE

If You are under the age of eighteen (18), You are prohibited from using or registering for the Process.

4. USE VOID WHERE PROHIBITED

Membership in the Process is void where prohibited.

5. PRIVACY POLICY

What's In It For Me has established a privacy policy to explain to You, and other users, how Your personal information is collected and used. This privacy policy is located at www.whatsinitforme.com/privacypolicy.htm.

6. PROCESS FEES AND BILLING METHODS; AUTOMATIC RENEWAL

What's In It For Me will charge our Vendors a membership fee in order to provide access to the Process (the "Membership Fee") and the opportunity to purchase APIX Sales Referrals. As a Vendor, you acknowledge that What's In It For Me reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees for access to the Process may be made either on a monthly or annual basis. Once a membership is purchased, you will be granted access to the Process for one subscription within a Product Category and market (by County and State) selected by You. You may purchase access to additional product category subscriptions within a market ("Additional Product Categories") on the terms and subject to the conditions set forth below. Annual Membership Fees and Additional Product Categories may only be paid in advance by cash, check, credit card, debit card or PayPal. The terms of such monthly, annual and Additional Product Category membership plans are listed below.

From time to time, What's In It For Me may accumulate raw data submitted by an Information Partner that has not been validated by potential Buyers. This information may or may not be accurate with regard to a Buyer's true intent to purchase a product or service. This accumulated information may be offered for sale as "grab bag" sales tips but in no way is represented by What's In It For Me as valid sales leads. "Grab bag" information may contain duplicate leads and erroneous information and is sold "as is" with no guarantees or assurances of its completeness or accuracy and no refunds will be authorized.

UNLESS SUCH MEMBERSHIP PLAN IS CANCELLED OR TERMINATED AS PROVIDED BELOW, ALL MEMBERSHIP PLANS WILL BE AUTOMATICALLY RENEWED UPON THE TERMS SET FORTH BELOW.

Monthly Payment Plan

IF YOU SELECT THE MONTHLY PAYMENT PLAN, EACH MONTH WHAT'S IN IT FOR ME WILL AUTOMATICALLY RENEW YOUR MEMBERSHIP ON A MONTH-TO-MONTH BASIS AT THE MEMBERSHIP FEE (AS SUCH MEMBERSHIP FEE MAY BE MODIFIED AS PROVIDED ABOVE) USING THE CREDIT CARD, DEBIT CARD OR OTHER PAYMENT INFORMATION ON FILE WITH WHAT'S IN IT FOR ME. Each monthly renewal payment will take place on or about Your

expiration date. If the renewal of Your monthly membership fails for any reason, we will attempt to process Your renewal for a period up to sixty (60) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by What's In It For Me). Except as otherwise required by applicable law, You agree that What's In It For Me will not provide You with any notices prior to each monthly renewal payment.

Annual Payment Plan:

IF YOU SELECT THE ANNUAL PAYMENT PLAN, WHAT'S IN IT FOR ME WILL AUTOMATICALLY RENEW YOUR ANNUAL MEMBERSHIP FOR ONE YEAR AT THE MEMBERSHIP FEE FOR ANNUAL MEMBERSHIPS (AS SUCH MEMBERSHIP FEE MAY BE MODIFIED AS PROVIDED ABOVE) USING THE CREDIT CARD, DEBIT CARD OR OTHER PAYMENT INFORMATION ON FILE WITH WHAT'S IN IT FOR ME. Such annual renewal payment will take place on or about the 1st of the calendar month in the month in which Your annual membership expires. If the renewal of Your annual membership fails for any reason, we will attempt to process Your renewal for a period up to sixty (60) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by What's In It For Me). Except as otherwise required by applicable law, You agree that What's In It For Me will not provide You with any notices prior to each annual renewal payment.

Additional Product Category Plan for Sales Professionals and Vendors:

Upon purchase of a membership, the initial Product Category selected by You is considered Your "primary" subscription. You may purchase access to additional Product Categories through Your membership by using the Additional Product Categories List feature located on the Website. In order to purchase and obtain access to Additional Product Categories, Your primary subscription must be active and in good standing. **IF YOU PURCHASE ANY ADDITIONAL PRODUCT CATEGORIES, AT A TIME AFTER YOUR PRIMARY CATEGORY WAS PURCHASED, WHAT'S IN IT FOR ME WILL AUTOMATICALLY CHARGE YOUR METHOD OF PAYMENT ON A MONTH TO MONTH BASIS. RENEW EACH ADDITIONAL PRODUCT CATEGORIES FOR ONE YEAR AT THE MEMBERSHIP FEE FOR SUCH ADDITIONAL PRODUCT CATEGORIES (AS SUCH MEMBERSHIP FEE MAY BE MODIFIED AS PROVIDED ABOVE) USING THE CREDIT CARD, DEBIT CARD OR OTHER PAYMENT INFORMATION ON FILE WITH WHAT'S IN IT FOR ME.** The renewal payments will take place on or about the expiration date of Your Additional Product Categories subscription. If the renewal of any of Your Product Category subscriptions fails for any reason, we will attempt to process Your Product categories renewals for a period up to sixty (60) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by What's In It For Me). Except as otherwise required by applicable law, You agree that What's In It For Me will not provide You with any notices prior to each renewal payment

for any Product Categories. In the event your primary subscription is not renewed or terminated for any reason, any Additional Product Categories subscriptions purchased will be automatically terminated.

Membership Renewals

If You received a free offer to access subscriptions in the Process, What's In It For Me, will renew your membership at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with What's In It For Me. All existing memberships will be renewed at the Membership Fee (as such Membership Fee may be modified as provided above) and will include access to all subscriptions unless You otherwise elect to cancel access to a particular subscription in accordance with the provisions set forth below.

If you received a free offer for Your Additional Product Categories, What's In It For Me will provide you notice via email prior to renewing the Additional Product Categories at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with What's In It For Me.

CANCELING YOUR MEMBERSHIP

Monthly Payment Plan: **IF YOU DECIDE TO CANCEL YOUR MONTHLY MEMBERSHIP WITH THE PROCESS, YOUR CANCELLATION REQUEST MUST BE RECEIVED NO LATER THAN 5:00P.M. (MANSFIELD, OHIO, OHIO LOCAL TIME) ON THE BUSINESS DAY PRIOR TO YOUR SCHEDULED MONTHLY RENEWAL PAYMENT DATE. YOU MAY CANCEL YOUR MONTHLY MEMBERSHIP BY PROVIDING WHAT'S IN IT FOR ME WITH NOTICE OF YOUR DESIRE BY CONTACTING WHAT'S IN IT FOR ME BY FIRST CLASS CERTIFIED MAIL AT P.O. BOX 1625, MANSFIELD, OHIO 44901, BY FACSIMILE AT (419) 524-2107 OR BY EMAIL AT memberservices@whatsinitforme.com.**

Annual Payment Plan: **IF YOU DECIDE TO CANCEL YOUR ANNUAL MEMBERSHIP WITH THE PROCESS, YOUR CANCELLATION REQUEST MUST BE RECEIVED NO LATER THAN 5:00 P.M. (MANSFIELD, OHIO, OHIO LOCAL TIME) ON THE BUSINESS DAY PRIOR TO YOUR SCHEDULED ANNUAL RENEWAL PAYMENT DATE. YOU MAY CANCEL YOUR ANNUAL MEMBERSHIP BY PROVIDING WHAT'S IN IT FOR ME WITH NOTICE OF YOUR DESIRE BY CONTACTING WHAT'S IN IT FOR ME BY FIRST CLASS CERTIFIED MAIL AT P.O. BOX 1625, MANSFIELD, OHIO 44901, BY FACSIMILE AT (419) 524-2107 OR BY EMAIL AT memberservices@whatsinitforme.com**

Additional List Plan: **IF YOU DECIDE TO CANCEL ANY OF YOUR ADDITIONAL LIST MEMBERSHIPS WITH THE PROCESS, YOUR CANCELLATION REQUEST MUST BE RECEIVED NO LATER THAN 5:00 P.M. (INDIANAPOLIS, INDIANA LOCAL TIME) ON THE BUSINESS DAY PRIOR TO YOUR SCHEDULED ADDITIONAL LIST RENEWAL PAYMENT DATE. YOU MAY CANCEL ANY OF YOUR ADDITIONAL LIST MEMBERSHIPS BY PROVIDING WHAT'S IN IT FOR ME WITH NOTICE OF YOUR DESIRE BY CONTACTING WHAT'S IN IT FOR ME BY FIRST CLASS CERTIFIED MAIL AT P.O. BOX 1625, MANSFIELD, OHIO 44901, BY FACSIMILE AT (419) 524-2107 OR BY EMAIL AT memberservices@whatsinitforme.com**

Subscriptions **IF YOU DECIDE TO CANCEL ACCESS TO A SUBSCRIPTION OR SUBSCRIPTIONS INCLUDED IN THE PROCESS, YOUR CANCELLATION REQUEST MUST BE RECEIVED NO LATER THAN 5:00 P.M. (MANSFIELD, OHIO, OHIO LOCAL TIME) ON OR BEFORE THE THIRTIETH (30TH) DAY AFTER YOUR RENEWAL PAYMENT IS MADE. YOU MAY CANCEL ACCESS TO A SUBSCRIPTION OR SUBSCRIPTIONS BY PROVIDING WHAT'S IN IT FOR ME WITH NOTICE OF YOUR DESIRE BY CONTACTING WHAT'S IN IT FOR ME BY UNITED STATES POSTAL SERVICE, CERTIFIED MAIL, FIRST CLASS MAIL, POSTAGE PRE-PAID, AT P.O. BOX 1625, MANSFIELD, OHIO 44901, BY FACSIMILE AT (419) 524-2107 OR BY EMAIL AT memberservices@whatsinitforme.com**

7. ACCOUNT SECURITY

What's In It For Me will assign You a user ID and a password when You register. Your user ID and password may only be used by You. You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

8. LIMITED LICENSE TO WEBSITE

By agreeing to the terms and conditions of this Agreement, What's In It For Me grants You a limited license to access and use the Process for Your personal purchase decisions. You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational (or any other non-personal) purpose any of the referral information, reviews and ratings and any content, without the express written consent of What's In It For Me.

9. RULES GOVERNING MEMBERS' PARTICIPATION AS INFORMATION PARTNERS

In order for You to submit information regarding someone else's intent to buy a product or service represented by the Website, You acknowledge and agree that:

(a) all of the information you submit about someone else's intent to buy, or your own intent to buy any product or service on the Website must be true and accurate. Although the Scope

of Work questions on the lead form may vary from what the actual prospective Buyer would confirm, the basis for your lead submission activity is that you have certain knowledge that a potential Buyer has expressed an intention to buy a particular product or service. Knowingly submitting fraudulent information and creating a bogus lead is means for revocation of your membership for all time. No appeals process is currently in place for What's In It For Me members who violate this rule.

(b) any commissions you may earn for submitting the sales lead information is dependent on three steps being completed as part of the Process. Those three steps are:

(i) You being the first Information Partner to submit this lead, thus creating an APIX Sales Referral project,

(ii) the prospective Buyer Member must validate and confirm this project,

(iii) Sales Professional Members must purchase the completed APIX Sales Referral from What's In It For Me.

(c) You may submit sales leads as an Information Partner anonymously. However, if you choose to waive your desire for anonymity, you may designate your intent to reveal your identity during the completion of the lead form. Although reasonable people may conclude that by You submitting this lead information, You are providing a benefit and service to prospective Buyers and Sales Professional Members alike, You will hold What's In It For Me harmless for any consequences to you, your employment or your relationship with other Members if your identity is disclosed.

(c) As an Information Partner You will accumulate commissions in your membership dashboard located in your member profile. Disbursements of commissions will be completed upon your request for payment from the dashboard. No disbursement will be made for an amount less than \$25.00 US.

(d) For residents of the U.S., if you request payment of any amount earned in excess of \$600.00 in any calendar year, you will be required to submit a completed IRS Form W9, which will be sent to you by the Website. No disbursements of payments in excess of \$600.00 US in any given calendar year will be paid unless a valid W9 Form has been received and filed by What's In It For Me. W9's can be submitted via fax at (419) 524-2107 or by U. S. mail to P.O. Box 1625, MANSFIELD, OHIO 44901.

(e) all tax filing and reporting is the sole responsibility of our Members.

10. RULES GOVERNING MEMBERS' PARTICIPATION AS A SALES PROFESSIONAL or VENDOR

- (a) as a Sales Professional or Vendor Member, you will maintain a valid credit card, debit card or other approved payment method on file with What's In It For Me.**
- (b) You may view as many "Scopes of Work" as are available for the Primary Product Category and Additional Product Categories that you have selected and as defined in Your user profile.**
- (c) You may purchase as many APIX Sales Referrals as are presented to you by the Website.**
- (d) You MUST provide a satisfaction rating of the lead information and Information Partner that originally submitted the sales lead. This rating is critical in the Website's ability to identify and eliminate those Members submitting bogus leads. It is also a means for What's In It For Me to reward those Information Partners that consistently provide high quality and dependable sales leads.**
- (e) When a sale is consummated, Buyer Members are required to report to What's In It For Me the identity of the successful Sales Professional or Vendor Member completing the sale. It is Your responsibility to confirm the completed sale transaction with What's In It For Me, by responding to an email to that effect, sent by the Website.**

11. RULES GOVERNING MEMBERS' PARTICIPATION AS A BUYER OF PRODUCTS AND SERVICES

As a Buyer participating in the Process, you agree to certain specific rules designed to establish and maintain the highest degree of professionalism and ethics in the buying and selling process. Additionally, as a Buyer Member, you may earn substantial commissions collected by What's In It For Me in the form of the APIX Sales Referrals that you help create and sell to our Sales Professional and Vendor Members. As such, you agree:

- (a) all information provided by you will be true, accurate and complete in all respects.**
- (b) in order to receive commissions by taking part in the Process, you will report to What's In It For Me when you have consummated a sale with a What's In It For Me Sales Professional or Vendor Member and will identify that member by return email to What's In It For Me when requested.**
- (c) You will complete and return, via email, a Product Purchased Satisfaction Report when requested.**
- (d) You will complete and return, via email, a Vendor Satisfaction Report when requested.**

The information collected in the Product and Vendor satisfaction reports will be made available to other Buyer Members purchasing similar products and services in the future.

12. PUBLICATION AND DISTRIBUTION OF CONTENT

What's In It For Me does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Process. You acknowledge that What's In It For Me simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of its Content.

As a Buyer Member of What's In It For Me, you understand and acknowledge your responsibilities governing your conduct as an owner, manager, director, government employee or board of director's member of any publicly traded company and as such, You agree to hold What's In It For Me harmless in all respects regarding your participation in the Process.

13. CONTENT LICENSE

Although What's In It For Me does not claim ownership of any of the information received by Information Partner Members and Buyer Members, You automatically grant, and You represent and warrant that you have the right to grant, to What's In It For Me an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing What's In It For Me with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website by any other party.

You understand that all Content posted on, transmitted through or linked through the Process, is the sole responsibility of the person from whom such Content originated. You understand that What's In It For Me does not control, and is not responsible for Content made available through the Process, and that by using the Process, you may be exposed to Content that is inaccurate, misleading, offensive or untrue. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any Content.

You further acknowledge that What's In It For Me has no obligation to screen, preview, monitor or approve any Content or Content posted or submitted by any other What's In It For Me member. However, What's In It For Me reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the process, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Process. Under no circumstances will What's In It For Me be liable in any way for any Content including, but not limited to, any Content that contains any errors, omissions, defamatory statements, or confidential or private information or for any loss or damage of any kind incurred as a result of

the use of any Content submitted, accessed, transmitted or otherwise conveyed via the process. You waive the right to bring or assert any claim against What's In It For Me relating to Content and release What's In It For Me from any and all liability for or relating to any Content.

14. SERVICE PROVIDERS

What's In It For Me does not endorse and is not responsible or liable for any Content, data, advertising, products, or goods or services. You agree that should You use or rely on such Content, data, advertisement, products, goods or services, available or unavailable from, What's In It For Me is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Sales Professional or Vendor Members, and any other terms, conditions, representations or warranties associated with such dealings, are between You and such other Member exclusively and do not involve What's In It For Me. You should make whatever investigation or other resources that You deem necessary or appropriate before purchasing, hiring or engaging Sales Professional or Vendor Members.

You agree that What's In It For Me is not responsible for the accessibility or unavailability of any Sales Professional or Vendor Member or for Your interactions and dealings with them, waive the right to bring or assert any claim against What's In It For Me relating to any interactions or dealings with any Sales Professional or Vendor Member, and release What's In It For Me from any and all liability for or relating to any interactions or dealings with other Members.

15. HEALTH RELATED PRODUCT CATEGORY PROVIDERS

The contents of the What's In It For Me Website, such as text, graphics, images, Vendor and Buyer information obtained from What's In It For Me, and other material contained on the What's In It For Me Website ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something You have read on the What's In It For Me Website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. What's In It For Me does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be submitted by Members on the Website. What's In It For Me is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. Reliance on any information provided by What's In It For Me, What's In It For Me employees, others appearing on the Website at the invitation of What's In It For Me, or other visitors to the Website is solely at Your own risk.

You should be aware that if You submit any health-related information about Yourself or anyone else on this Website, You do so at Your own risk. If You post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You may be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom you submit Content may submit Service Provider Content that contain your private or confidential health information in response to Content you submit. What's In It For Me is not liable for any such Service Provider Content. Please see Section 12 above ("Publication and Distribution of Content") for more information about What's In It For Me's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither What's In It For Me, nor any of its users, has any legal obligation to keep Your health information confidential if You post it to this Website and it may be used for purposes that are unintended by You or What's In It For Me.

16. YOUR CONDUCT

In connection with Your use of the Process, You represent and warrant that You:

- (a)** are above the age of eighteen (18);
- (b)** will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
- (c)** will not submit any sales lead information or product category request that may be considered by What's In It For Me to be unlawful, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
- (d)** will submit thorough and thoughtful reviews and ratings of the Sales Professional or Vendors and Information Partners You provide ratings and reviews for, or provide product and vendor satisfaction reports.
- (e)** will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a

relationship with What's In It For Me, or otherwise attempt to mislead others as to the identity of the sender or the origin of a sales lead or APIX Sales Referral information or review or rating;

(g) will not submit information that is encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;

(h) will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);

(i) will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;

(j) will not take any action that would undermine the reporting, review and rating process under the Process;

(k) will not attempt to gain unauthorized access to the Process, other user accounts, or other computer systems or networks connected to the Process;

(l) will not use the Process in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;

(m) will not use the Service in any way that could interfere with the rights of What's In It For Me or the rights of other users of the Process;

(n) have sufficient rights in and to all Content that You provide, transmit or otherwise convey to What's In It For Me in connection with the Process;

(o) agree not to re-sell or assign Your rights or obligations under this Agreement;

(p) will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;

(q) will not access any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of What's In It For Me, which consent may be withheld by What's In It For Me in our discretion; and

(r) grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing.

The reviews and ratings that You provide do not reflect the views of What's In It For Me, its officers, managers, owners, employees, agents, designees or other users. In addition, What's In It For Me retains the right, in its sole discretion, to determine whether or not Your use of the Process is consistent with the terms and conditions of this Agreement. What's In It For Me may suspend, restrict or terminate Your use of the Process and to refuse any future use of all or portions of the Process if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, What's In It For Me may seek any and all other remedies available to it, including (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

17. DISCLOSURE OF INFORMATION

What's In It For Me may make Your identifiable information, account information and the Content available to our employees and third parties with whom we contract for use to handle Your account. In addition, What's In It For Me may provide non-personally identifiable aggregate statistics, unique identifiers, demographic and other anonymous information about You and What's In It For Me users to advertisers, Service and other third parties. You agree that What's In It For Me may make such uses of information You provide or What's In It For Me collects.

You agree that What's In It For Me may access, preserve and disclose Your account information, any information provided by You to What's In It For Me, including, but not limited to, the Content for the purposes described in this Agreement, if required to do so by law or if in good faith, What's In It For Me believes that such access, preservation or disclosure is reasonably necessary to: (a) comply with any legal process, including but not limited to an enforceable court order or lawful third party subpoena; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property or personal safety of What's In It For Me, its users and/or the public.

As What's In It For Me continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You

hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

18. TERM AND TERMINATION

THE INITIAL TERM OF THIS AGREEMENT WILL BE DEFINED IN YOUR MEMBERSHIP PLAN, AND WILL CONTINUE FOR AUTOMATIC SUBSCRIPTION RENEWALS THEREAFTER UNTIL TERMINATION BY EITHER PARTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

If What's In It For Me deems it necessary, in its sole discretion, What's In It For Me may immediately terminate this Agreement, Your account and Your access to the Process. If What's In It For Me merely terminates Your account for its convenience and You are not in breach of this Agreement, What's In It For Me will refund Your membership fees on a pro rata basis from the date of such termination to the end of the then current term.

Termination of Your account will include removal of Your access to all offerings of the Process, deletion of Your password, deletion of all related information and files, may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Process.

19. MODIFICATION OF TERMS AND CONDITIONS

What's In It For Me will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website (www.whatsinitforme.com). What's In It For Me will make note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Process after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Process.

20. MODIFICATION, LIMITATION AND DISCONTINUANCE OF PROCESS

What's In It For Me reserves the right at any time to limit access to, modify, change or discontinue the Process with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Process. You agree that What's In It For Me will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Process. You agree that What's In It For Me may establish general practices, policies and limits, which may or may not be published, concerning the use of the Process, including without limitation, the time that sales leads, reviews and ratings will be retained, the maximum number of sales leads, reviews and ratings that may be sent from an account and the maximum number of times and the maximum duration for which You may

access the Process in a given period of time. You agree that What's In It For Me has no responsibility or liability for the deletion or failure to store any sales leads, reviews, ratings and other communications maintained or transmitted by or through the Process. You agree that What's In It For Me has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

21. DELAYS

The Process may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. What's In It For Me is not responsible for any delays, failures or other damage resulting from such problems.

22. USER FEEDBACK

What's In It For Me appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Process. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Process, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of What's In It For Me. In addition, none of the Submissions will be subject to any obligations of confidentiality and What's In It For Me will not be liable for any future use or disclosure of such Submissions.

23. COPYRIGHT MATERIALS

Aside from user-submitted Content, all other materials and other information on the Website including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations, software, the terms "APIX Referral," "Maximum Competitive Effect" and "What's In It For Me" (collectively, the "Copyright Materials"), are the exclusive property of Whatsinitforme.com, LLC and/or its licensors and are protected by all United States and international copyright laws.

24. WARRANTY DISCLAIMER

You understand and agree that THE PROCESS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT WHAT'S IN IT FOR ME ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE PROCESS. WHAT'S IN IT FOR ME EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE

PROCESS WILL MEET YOUR REQUIREMENTS, (B) THE PROCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROCESS WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR WHAT'S IN IT FOR ME COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY PROCESS WILL BE CORRECTED. YOU AGREE THAT USE OF THE PROCESS AND THE WEBSITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

25. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WHAT'S IN IT FOR ME WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WHAT'S IN IT FOR ME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE PROCESS; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE PROCESS; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE PROCESS; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE PROCESS; (F) ANY OTHER MATTER RELATING TO THE PROCESS; (G) ANY BREACH OF THIS AGREEMENT BY WHAT'S IN IT FOR ME OR THE FAILURE OF WHAT'S IN IT FOR ME TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY MEMBERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Website as it relates to your information submissions, expressed "intent to buy" and lead and APIX Referral purchases, represents a substantial portion of the value You receive from Your What's In It For Me's membership fee and APIX Referral costs. THEREFORE, TO THE EXTENT WHAT'S IN IT FOR ME IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE PROCESS, WHAT'S IN IT FOR ME'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF MEMBERSHIP FEES (IF MEMBERSHIP FEES ARE PAID ON AN OTHER THAN MONTHLY BASIS IT WILL BE THE PRORATED VALUE OF MEMBERSHIP FEES OVER A ONE (1) MONTH PERIOD).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WHAT'S IN IT FOR ME CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES AND APIX REFERRAL

PURCHASES TO WHAT'S IN IT FOR ME THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR WHAT'S IN IT FOR ME, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS PARAGRAPH 25) SUFFERED BY YOU AS A RESULT OF THE FAILURE OF WHAT'S IN IT FOR ME TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY WHAT'S IN IT FOR ME. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF WHAT'S IN IT FOR ME TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY WHAT'S IN IT FOR ME. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS PARAGRAPH 25. YOU HEREBY UNDERSTAND AND AGREE THAT WHAT'S IN IT FOR ME SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

26. INDEMNIFICATION

You agree to indemnify, defend and hold harmless What's In It For Me, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to What's In It For Me or that You submit, transmit or otherwise make available through the Process; or (c) any intentional or willful violation of any rights of another or harm You may have caused to another. What's In It For Me will have sole control of the defense of any such damage or claim.

27. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for What's In It For Me to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as liquidated damages, which you accept as reasonable estimates of What's In It For Me's damages for the specified breaches of this Agreement:

(a) If you post Content in violation of this Agreement, You agree to promptly pay What's In It For Me One Thousand Dollars (\$1,000) for each item of Content posted in violation of this

Agreement. We may (but shall not be required) to issue You a warning before assessing damages.

(b) If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of this Agreement, You agree to pay Ten Thousand Dollars (\$10,000).

(c) If you use computer programming routines that are intended to aggregate records or reports from the Process or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, You agree to pay One Hundred Dollars (\$100) for each report or record that is aggregated, disrupted, damaged or otherwise affected by You.

(d) Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, you agree to pay the actual damages suffered by What's In It For Me, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

28. NOTICE

You agree that What's In It For Me may communicate any notices to You under this Agreement, through electronic mail, regular mail or posting the notices on the Website. All notices to What's In It For Me will be provided by either sending: (i) an email to sitposts@whatsinitforme.com; or (ii) a letter, first class certified mail, to What's In It For Me, P.O. Box 1625, Mansfield, Ohio 44901, Attn: Member Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

29. ENTIRE AGREEMENT

This Agreement governs Your use of the Process and constitutes the entire agreement between You and What's In It For Me. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and What's In It For Me regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to What's In It For Me under this Agreement.

30. GOVERNING LAW

This Agreement and the relationship between You and What's In It For Me will be governed by the laws of the State of Ohio, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Ohio and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that What's In It For Me may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Process or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

31. PROVISIONS REMAINING IN EFFECT

In the event Your membership with What's In It For Me is terminated or lapses or You are no longer a user of What's In It For Me, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 13, "Content License, 17, "Disclosure of Information," and 23, "Copyright Materials," through 31, "Provisions Remaining in Effect."

32. MISCELLANEOUS

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of What's In It For Me's rights if What's In It For Me fails to enforce any of the terms or conditions of this Agreement against You. In the event a court finds a provision in this Agreement to not be valid, You and What's In It For Me agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between You and What's In It For Me as a result of this Agreement or use of the Process. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE PROCESS. BY USING THE PROCESS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.