

USER POLICY

This User Policy is the User Policy referred to on the Registration page and the parties agree that:

I DEFINITIONS

1.1 In this user policy, the following words and phrases shall have the following meanings:

Account:	means the Credible Currency account provided by bizunlimited to Trading Partners.
Authorisation Number:	means the number provided by bizunlimited in accordance with clause 6.5.
Authorisation Procedure:	means the process of transacting online through the Electronic Marketplace. bizunlimited will guarantee transactions payable in CCs only when the procedure for authorisation is followed.
Bad Debt Reserve Fund:	means the fund provided by bizunlimited in accordance with clause 16.
Base Rate:	means the base interest rate of Barclays Bank.
bizunlimited:	means that person defined as bizunlimited uk limited on the Registration Form
Transaction Fees:	means the fees charged to both seller and buyer of 2.5% + VAT calculated in accordance with clause 9.8
Cookies:	means information sent to the Registrant in response to specific services, products or information requested by the Registrant from time to time.
Credible Currency	means the complimentary currency provided by bizunlimited .
Debit Limit:	means the debit limit authorised and placed on the Account by bizunlimited from time to time.
Directories:	means the directories published electronically and in hard copy print at the discretion of bizunlimited listing Trading Partners within designated geographic regions.
Electronic Marketplace:	means the marketplace provided by bizunlimited on the website.
Fixed Rate:	means the fixed exchange rate of ICC=£1.
Formal Complaint:	means a complaint raised in accordance with the mediation procedure.
Frequent Transactions:	means the arrangement whereby Trading Partners decide to enter into a regular trading arrangement.
Frequent Trading Form:	means the form provided by bizunlimited titled "Trading Debit Extension Application Form (Frequent Trading Authority)".
Intellectual Property:	any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by the relevant Party together with any current applications for any registrable items of the foregoing.
International Transaction Fees:	means a two and a half per cent (2.5%) charge on the gross CC component of an international trade charged in addition to ordinary Transaction Fees of 2.5%.
Moneyback	guaranteed refund of membership fee in accordance with the Guarantee: terms set out in Clause 9.
Purchaser:	means the person purchasing goods or services in a Trade.
Refused Funds Notification:	means the notification by bizunlimited that the Registrant has insufficient CC balance or debit for a Trade.
Registrant:	means that person defined as the Registrant on the Registration Form.
Registration Fee:	means the fee paid or payable by the Registrant on entering into the Registration Agreement.
Registration Form:	means the registration form between bizunlimited and the Registrant incorporating this User Policy.
Seller:	means the person selling goods or services in a Trade.
Trade:	means a sale of goods or services or any other sale conducted on the Electronic Marketplace.
Trading Debit Extension:	means the form provided by bizunlimited for the debit extension.
Debit Limit:	a Trading Partner's Debit Limit.
Trading Partner:	means a person or business that has access to the Electronic Marketplace for the purposes of making Transactions.
Website:	means www.bizunlimited.com or any other website which bizunlimited may from time to time provide

2. ACCESS TO THE ELECTRONIC MARKETPLACE

2.1 **bizunlimited** shall provide the Registrant with access to the Electronic Marketplace, including access to the Directories.

2.2 **bizunlimited** shall authorise and enable the Registrant to carry out Transactions with Trading Partners

2.3 the Registrant shall pay the Registration Fees due

2.4 the Registrant shall pay the Transaction Fees due

3. BIZUNLIMITED'S OBLIGATIONS

3.1 **bizunlimited** will use its reasonable endeavours to accurately record Transactions between Trading Partners.

3.2 **bizunlimited** will use its reasonable endeavours to administer the Electronic Market place in accordance with this agreement

3.3 **bizunlimited** has no responsibility for introducing the Registrant to other Trading Partners.

3.4 The money back guarantee is activated if, within the first 12 months of joining and actively trading, the Registrant does not benefit from new business sourced through **bizunlimited** of a value equal to or greater than the Registration Fee paid, net of VAT, to join the community. If the Registrant refuses new business he will not be entitled to the refund.

3.5 The Registrant must claim under the guarantee in writing to **bizunlimited** within one month of the anniversary of their account being activated. The refund is made in conventional Sterling.

4. REGISTRANT'S OBLIGATIONS

It is the Registrant's responsibility to derive any benefit from his access to the Electronic Marketplace.

5. CREDIBLE CURRENCY UNITS

5.1 CCs are provided by **bizunlimited** for use in Transactions

5.2 Each CC has a fixed equivalent value of £1 in UK transactions (the Fixed Rate)

5.3 Under no circumstances whatsoever shall **bizunlimited** redeem swap repay recind or otherwise convert to cash any amount of or in respect of CCs.

6. TRANSACTIONS

6.1 Transactions may be entered into with all the consideration being provided in CCs or with the consideration being provided by a mixture of cash and CCs subject to a minimum of 10% of the transaction, net of VAT if applicable, being in CCs

6.2 Transactions cannot be undertaken on a 100% cash basis.

6.3 Transactions must be finalised via the Electronic Marketplace.

6.4 The Registrant and the other Trading Partner must facilitate the recording of the Trade and of the consideration provided for the Trade (both the CC element and, where applicable, the cash element) by **bizunlimited**.

6.5 Transactions completed in accordance with this clause 6 will result in a transaction number being recorded on the account history of both the buyer and the seller

6.6 Consideration provided in CCs will be automatically debited from the Account of the Purchaser and automatically credited to the Account of the Seller.

6.7 Where part of the consideration is being provided in Cash, it will be for the Seller and the Purchaser to decide on the method and terms of payment. **bizunlimited** takes no part in this process and will not in any circumstances be involved in any transfer, transmission, negotiation, dispute, cash collection or other action of or in relation to this Cash consideration.

6.8 Transactions are concluded on the terms and conditions agreed by the Seller and Purchaser and **bizunlimited** accepts no responsibility, gives no warranties, makes no representations, gives no guarantees or otherwise makes any statement from which it could be bound by the Seller or the Purchaser in relation to the terms and conditions on which the Trade is concluded.

6.9 The Registrant, whether acting as Seller or Purchaser, should exercise the same diligence, care, and attention when entering into a Trade as he would for an ordinary cash transaction.

6.10 The Registrant unconditionally and irrevocably agrees to indemnify and keep indemnified **bizunlimited** from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by **bizunlimited** arising from failure of the Registrant (whether acting as Seller or Purchaser) to comply with any of its obligations or discharge any of its liabilities under any Trade.

6.11 The Registrant has considered the provisions of this clause 6 (and the agreement generally) and agrees that the provisions are fair.

6.12 **bizunlimited** guarantees the CC element of any Trade only when the Authorisation Procedure as described above is followed. In the event of a dispute, it is the responsibility of the Seller to prove that a Transaction has taken place.

7. CREDIBLE CURRENCY ACCOUNT

7.1 **bizunlimited** shall provide to the Registrant the Account. All CCs received by the Registrant from Transactions will be credited to the Account and all CCs spent by the Registrant will be debited from the Account.

7.2 **bizunlimited** shall provide the Account with the Debit Limit.

7.3 In the event the Registrant exceeds the Debit Limit by more than CC500, the Registrant will immediately pay to **bizunlimited**:

7.3.1 the cash equivalent of the excess, calculated at the Fixed Rate; and

7.3.2 interest charged on the excess at a rate of two percent (2%) over Base Rate, such interest to be calculated monthly until paid.

7.4 The Registrant will ensure that the Account will not be overdrawn (having less than a nil balance) either:

7.4.1 where the Registrant has given notice to terminate this agreement;

7.4.2 where the Registrant's right to a Debit Limit has been terminated; or

7.4.3 at least once in any rolling twelve (12) month period.

7.5 Where an Account is overdrawn in breach of the above clause 7.4:

7.5.1 the Overdrawn amount will be converted at the Fixed Rate into a cash debt;

7.5.2 payment of the cash debt will be due immediately and may only be satisfied in cash;

7.5.3 interest will be charged on the cash debt at a rate of two percent (2%) over Base Rate, such interest to be calculated monthly until paid.

7.6 The Registrant will only enter into transactions within the limit of his CC balance and approved Debit Limit

7.7 Where the Registrant has attempted to enter into a Transaction that would take him over his Debit Limit without authorisation to do so, **bizunlimited** will send to the Registrant and the other party in the attempted transaction a Refused Funds Notification.

7.8 **bizunlimited** reserves all rights to pursue cash debts.

8. DEBIT EXTENSIONS, HIGH LEVEL, FREQUENT AND INTERNATIONAL TRADING

8.1 The Registrant may apply for an extension to the Debit Limit by completing a Trading Debit Extension Application Form. The grant of an extension is at the sole discretion of **bizunlimited** and **bizunlimited** require all outstanding Transaction Fees, International Trading Fees, interest, cash debts and any other sum owing to be paid before it shall grant any extension to the Debit Limit. Any debit extension granted attracts a levy of CC2%.

8.2 High Level Transactions will not be concluded without authorisation from **bizunlimited**. Such authorisation will only be granted when the Registrant (whether acting as Seller or Purchaser) provides in advance:

- 8.2.1 a written request; and
- 8.2.2 the levy of CC2%

A High Level Transaction is defined as any single transaction of, or multiple transactions in any rolling thirty (30) day period totalling, CC5,000 or more

8.3 Frequent Transactions will not be concluded without authorisation from **bizunlimited**. Such authorisation will only be granted when the Registrant (whether acting as Seller or Purchaser) provides in advance:

- 8.3.1 a written request; and
- 8.3.2 the levy of CC2%

8.4 International Transactions will incur, in addition to the Transaction Fees, the International Transaction Fee.

9. TRANSACTION FEES AND RECORD KEEPING

9.1 For each and every Trade the Registrant enters into, whether as Seller or Purchaser, he shall pay to **bizunlimited** the Transaction Fees.

9.2 The Transaction Fees shall be calculated at the Transaction Fees Rate on the gross CC element of the consideration for the Trade

9.3 The Transaction Fee is payable in cash only unless otherwise stated by **bizunlimited**

9.4 **bizunlimited** will produce and issue to the Registrant monthly invoices detailing account activity and Transaction Fees due to **bizunlimited**.

9.5 The Registrant may notify **bizunlimited** of any inaccuracies in a statement of accounts, such notification to be in writing and received within fourteen (14) days of the date of the statement of account. If no such notice is received;

- 9.5.1 **bizunlimited** may rely on the statement of account's accuracy; and/or
- 9.5.2 the Registrant will not be able to contest the statement of account's accuracy.

9.6 Transaction Fees, and all other cash debts are due within 14 days of the date of the monthly statement. If the Registrant is in arrears by more than 30 days, **bizunlimited** will:

- 9.6.1 charge interest at a rate of 2% over the Bank Base Rate in force for every day that the debt remains outstanding; and
- 9.6.2 freeze the Account until all monies owing to **bizunlimited** are paid in full.

9.7 The Registrant may download interim statements of account and statements of account activity summaries for previous months via his account.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Registrant acknowledges that **bizunlimited**'s rights to **bizunlimited**'s Intellectual Property used on or in relation to the Websites and **bizunlimited**'s business and the goodwill connected with that are **bizunlimited**'s property.

10.2 The Registrant accepts that:

- 10.2.1 it is only permitted to use **bizunlimited**'s Intellectual Property for the purposes of and during the term of this agreement and only as authorised by **bizunlimited** hereunder;
- 10.2.2 other than to that extent, he has and shall have no right to use or to allow others to use the **bizunlimited**'s Intellectual Property or any part of it;
- 10.2.3 He shall not use any trade marks, trade names, designs, or get-up which resemble the **bizunlimited**'s trade marks, trade names, designs, or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;
- 10.2.4 He shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with **bizunlimited**'s Intellectual Property; and
- 10.2.5 He shall make a statement in any advertising material and promotional literature produced by or for him in connection with this agreement as to the ownership of any relevant **bizunlimited** Intellectual Property used or referred to therein.

10.3 The Registrant licences and permits **bizunlimited** to use the Registrant's Intellectual Property:

- 10.3.1 on the Website;
- 10.3.2 in the Directories;
- 10.3.3 in marketing communications;
- 10.3.4 in other communications designed to promote the making of Transactions and referrals.

11. TRADING PARTNER PROFILING

11.1 **bizunlimited** shall at its discretion profile Trading Partner companies for the benefit of the Registrant and other Trading Partners.

11.2 Subject to having activated their account and complying with all terms contained herein **bizunlimited** will provide the Trading Partners with access to the online search facility to aid the giving of referrals and the entering into of Transactions.

11.3 **bizunlimited** will from time to time provide suitable 3rd parties with electronic access to the trader profiles for information purposes only. The suitability of any 3rd party will be decided solely by **bizunlimited** and suitable 3rd parties shall include, but will not be limited to, potential Trading Partners.

11.4 The Registrant authorises **bizunlimited** to:

- 11.4.1 include the Registrant and information about the Registrant in the Profiles;
- 11.4.2 advertise the Registrant's products and services in the Profiles;
- 11.4.3 include the Registrant and information about the Registrant on the Websites; and
- 11.4.4 include the Registrant and information about the Registrant in other communications aimed at Trading Partners or potential Trading Partners.

11.5 The Registrant authorises **bizunlimited** to use and reproduce the Registrant's IPR when acting in accordance to the Authority provided in clause 11.4

- 11.6 The contents, prominence, frequency of reproduction and other aspects of the communications made by **bizunlimited** in accordance with the above clause 11.4 shall be at the sole discretion of **bizunlimited**.
- 11.7 **bizunlimited** reserves the right to promote the Registrant's goods/services in whatever manner **bizunlimited** deem appropriate where the Registrant has a debit balance on their Account.
- 11.8 Trading Partners are responsible for creating and maintaining their profiles, contact information, promotions, etc. and **bizunlimited** do not warrant the accuracy of the Directories or other information or materials supplied by **bizunlimited** and are not liable for any error or omission therein.

12. COMPLAINTS

- 12.1 Upon receipt in writing of any complaint other than a Formal Complaint, **bizunlimited** shall take those actions that are, in the opinion of **bizunlimited**, reasonable actions to investigate and solve the complaint.
- 12.2 the Registrant grants **bizunlimited** the right to take any action that **bizunlimited** deem in their absolute discretion to be necessary to ensure fair dealings between Trading Partners, including the power to make an immediate adjustment to any Trade.

13. MEDIATION

Upon receipt of a Formal Complaint from the Registrant **bizunlimited** will, in return for payment of its reasonable charges, mediate between the parties in accordance with the **bizunlimited** mediation policy.

14. COMMITMENTS & REPRESENTATIONS

bizunlimited is only responsible for obligations representations warranties indemnities guarantees or other such binding statements where they are made given or accepted by a Director of **bizunlimited** and evidenced in writing.

15. DISSOLUTION

- 15.1 In the unlikely event **bizunlimited** ceases to supply the Electronic Marketplace or otherwise ceases to trade for whatever reason, **bizunlimited** will dissolve the Electronic Market as follows:
- 15.1.1 The Registrant, along with all other Trading Partners, shall inform **bizunlimited** of the balance in the Account, providing evidence when requested.
- 15.1.2 All CC balances, whether in debit or in credit, will be converted into cash sums at the Exchange Rate.
- 15.1.3 If the Registrant's Account has a negative balance, the Registrant (in common with all Trading Partners in the same position) shall pay the amount owing in cash into the Dissolution Fund.
- 15.1.4 **bizunlimited** shall also pay the Debt Reserve Fund into the Dissolution Fund.
- 15.1.5 If the Registrant's Account has a positive balance, the Dissolution Fund, less expenses, will be distributed pro-rata to the Registrant and all other Trading Partners who are in the same position.
- 15.1.6 **bizunlimited** shall not be liable to any Trading Partner for cash or CC's not met by the distribution from the Dissolution Fund.

16. DEBT RESERVE FUND

The CC2% levies described in clause 8 will be remitted to the Debt Reserve Fund. These levies will attract the normal Transaction Fees as per clause 9.

- 16.1 Any positive Account balances abandoned or surrendered by former Trading Partners shall be paid into the Debt Reserve Fund.
- 16.2 The Debt Reserve Fund shall be used to mitigate against any bad debts or any shortfall in the Dissolution Fund
- 16.3 The Debt Reserve Fund shall be maintained and governed at the sole discretion of **bizunlimited**.

17. ABUSE OF THE ELECTRONIC MARKETPLACE

- 17.1 The Registrant recognises that **bizunlimited** has provided the Electronic Marketplace and access to it in good faith and the Registrant warrants that he will not abuse the Electronic Marketplace.
- 17.2 Any use of the Electronic Marketplace in bad faith will be an abuse of the Electronic Marketplace, and includes:
- 17.2.1 any Trade designed for the purpose of avoiding the Transaction Fees payable by the Seller and the Purchaser;
- 17.2.2 charging more for any goods or services in CC's than the cash price for those goods or services or any other breach of the Fixed Rate;
- 17.2.3 failing to give a discount which would have been given if the consideration for the Trade had been cash alone; and
- 17.2.4 except in accordance with the provisions of clause 17.3, refusal to enter into a Trade where the predominant (but not necessarily only) reason for refusal is because the consideration is being provided in whole or in part with CCs.
- 17.2.5 refusing to accept a transaction partly in CCs when the Registrant's account has a negative balance.
- 17.3 The refusal to enter into a Trade because the consideration is not being provided solely in cash will not be abuse of the Electronic Marketplace where the Registrant has a significant positive Account balance and does not wish to increase it further and **bizunlimited** has agreed that, for a specified period, he need not supply further goods and/or services with a CC element. However, during this agreed period the Trading Partner will be expected to continue to purchase goods and services using CCs in order to reduce the balance

- 17.4 If the Registrant abuses the Electronic Marketplace **bizunlimited** may:
- 17.4.1 charge the Registrant and its Trading Partner 15% each in cash of the gross CC value of any Trade that has been conducted in a way that abuses the Electronic Marketplace;
- 17.4.2 suspend the Registrant's Account for a period determined by **bizunlimited**;
- 17.4.3 terminate the Registrant's Account and this agreement.

18. LAWS AND REGULATIONS

- 18.1 The Registrant must abide by all laws and regulations applicable to the sale and supply of his goods and/or services.
- 18.2 **bizunlimited** shall not be responsible for any failure by any Trading Partner to comply with any laws and regulations.

19. VALUE ADDED TAX

- 19.1 The Registrant shall charge the appropriate Value Added Tax in cash and collect, record and pay the tax as legally required if applicable.

19.2 Transactions are treated as taxable ,or tax deductible, transactions in the same way as cash transactions.

19.3 **bizunlimited** will not be responsible for Value Added Tax on any Transactions involving the Registrant's **bizunlimited** Account or otherwise.

20. JOINT AND SEVERAL LIABILITY

Where the Registrant is a partnership or otherwise more than one person, all representations, warranties, under-takings, covenants, agreements and obligations made, given or entered into in this agreement by the partners, persons and additional cardholders are made, given or entered into jointly and severally by each of the partners persons or additional cardholders.

21. SEVERANCE

21.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

21.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22. TERMINATION

22.1 **bizunlimited** reserves the right in its absolute discretion to terminate a subscription without notice for any breach of this agreement.

22.2 Either Party may terminate the subscription upon five (5) days' written notice to the other party with or without cause and thereupon all cash and service fees outstanding shall become due and payable upon termination howsoever it occurs.

22.3 If the Registrant has a negative balance on their Account the Registrant must balance the account within thirty (30) days of the termination date and, before the expiry of the thirty (30) day period pay **bizunlimited** any remaining negative balance in cash at the Fixed Exchange Rate.

22.4 If the Registrant has a positive Account balance, and the Registrant wishes to spend the balance, he may do so once he has paid **bizunlimited** in advance the Transaction Fees which **bizunlimited** would be due if the Registrant spent the total balance.

22.5 On termination:

22.5.1 All cards and directories must be returned immediately; and

22.5.2 No Transaction Fees will be refunded.

22.6 In the event of a Registrant's administration, receivership, liquidation or bankruptcy or where you make any arrangement with creditors or become in our reasonable opinion, insolvent, then all cash transaction/service fees and other fees and charges shall immediately become due and payable in full. **bizunlimited** shall have the option (exercisable at **bizunlimited**'s discretion) of treating any positive CC balance as equal in value to the amount of cash transaction, service fees and administration fees and other fees and charges owing, and terminate your account.

23. RIGHTS OF THIRD PARTIES

23.1 no term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party

23.2 The Registrant shall hold **bizunlimited** harmless for the breach by other Trading Partners of their agreements and this User Policy.

24. NO PARTNERSHIP/ JOINT VENTURE/AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise any party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. VARIATION

25.1 Save as provided in clause 25.2, no variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

25.2 **bizunlimited** may from time to time update the terms of its relationship to Trading Partners by publishing revised terms on the Website, and communicating the changes by email. A continued use of the Electronic Marketplace by the Registrant will be consent to any such change.

26. DATA PROTECTION AND PRIVACY

26.1 **bizunlimited** is registered as a data controller for the purposes of the Data Protection Act 1998. Any Personal Data received from the Registrant will be treated in accordance with this Act.

26.2 **bizunlimited** shall use any Personal Data received for the purposes of internal administration, for the purposes of this agreement (including but not limited to the publishing of information on the Website and in the Directories), and for the purpose of informing the Registrant of any variation to the terms of this agreement.

26.3 From time to time **bizunlimited** will use the data received from the Registrant to inform the Registrant of any Electronic Marketplace or similar services offered by **bizunlimited**.

26.4 The Registrant warrants that he has complied with the Data Protection Act in the transmission/receipt of Personal Data to/from **bizunlimited**.

26.5 For the avoidance of doubt the provisions of this clause 26 relating to Personal Data do not effect the transmission of data that is not Personal Data.

26.6 The Registrant consents to the receipt of Cookies from **bizunlimited** where **bizunlimited** is acting in the course of this agreement.

27. JURISDICTION

27.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.

27.2 Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement or the legal relationships established by this agreement.

27.3 **bizunlimited** is only entering into this agreement on the understanding that both parties are based in the United Kingdom.