



Moxey Terms and Conditions

Revised - 12/10/2019

The Moxey Terms and Conditions form a part of and are hereby incorporated into the Moxey Application & Membership Agreement. In this document, the word Moxey can refer to TradeAuthority, LLC, dba Moxey (Moxey HQ), the entire Moxey network of communities, and/or any specific associated Moxey community.

1. Nature of the Parties

Moxey is a trading company that also acts as a clearinghouse and third-party record keeper of barter transactions among its Members, who are business owners and professionals who contract with Moxey to organize and facilitate barter/trade of their goods and services with each other. Member is a legitimate business that desires to exchange goods and/or services with other Members and wished to subscribe to Moxey's record keeping and barter/trade services.

2. Nature of Trade or Moxey Dollars

A "trade" is a barter purchase or sale of goods and/ or services whereby payment is made in trade dollars, or hereafter called Moxey dollars, posted to Member's account pursuant to these Terms and Conditions. A Moxey dollar is an accounting unit used to record the value of trades. Ownership of Moxey dollars denoted the right to receive goods or services available within the Moxey system. Moxey dollars may be used only in the manner and for the purpose set forth in these Terms and Conditions. They will not be considered legal tender, securities, or commodities. They may not be redeemed for cash, except as approved in these Terms and Conditions. Moxey disclaims responsibility for the negotiability of Moxey dollars or for the availability of any particular goods or services from any source.

3. Liability for Moxey Dollars

Member acknowledges that Moxey dollars in the barter/trade system (positive balances) are the liabilities of persons/companies who have spent more than their earnings (negative balances); that there is a creditor/ debtor relationship between such persons, and that Moxey transactions incur the normal business risks associated with any credit transaction. As a general rule, Moxey dollars are the liabilities of Members who owe the barter/trade system, and not of Moxey, which is solely liable for its own indebtedness. Moxey is authorized to establish a bad debt reserve fund by charging all accounts on a regular basis an amount in

Moxey dollars to be paid into such a fund. Any positive balances abandoned or surrendered by former Members in accordance with the rules may also be paid into the reserve fund.

4. Member Authorization

A current authorized agent of the Member is able, in writing, to provide full-access credentials to the Member login portal to any person. Such person is considered a new authorized agent of the Member with all the accompanying powers to the account and the terms of the agreement.

5. Moxey Dollar Loans

Members grant to Moxey the right and power to make Moxey dollar loans to any Member on rules consistent with Member's creditworthiness and ability to repay. The exercise of this power shall be at the sole discretion of Moxey management with regard to principal, interest, rules, lending policy, and other particulars. Moxey reserves the right to require Moxey Members to complete a formal loan agreement, request financial statements, credit history and collateral prior to loan or credit line approval. Moxey is under no obligation to extend credit at any time. Moxey will use its best efforts to ensure timely repayments of principal and interest, appropriate collateralization, and perfection of security interest in all loans.

6. Transactional Responsibility

All Moxey transactions are entered between participant Members on a voluntary basis. Moxey assumes no responsibility for the quality, timely delivery, warranty or dispute of any nature between Members regarding any product or service being provided. Members should exercise the same due diligence prior to entering a Moxey transaction as an ordinary cash transaction. Moxey functions in a brokerage and record keeping capacity and each Member does hereby indemnify and hold Moxey harmless with respect to any claim, debt, reasonable attorney fees or liability arising out of any trade transaction, whether the Member is a buyer or a seller.

6. Line of Credit

Member acknowledges, consents and grants to Moxey the right and power to regulate and control the number of outstanding Moxey dollars with the Moxey network system, and to administer credit extension policies for Members as determined by internal policies

and procedures. Moxey may establish a line of credit for each Member, which may be adjusted from time to time. The outstanding balance of the line of credit, as it is utilized, will be treated as a loan under these Terms and Conditions. A Member who makes purchases into his established line of credit must sell his products or services at 100% Moxey until such deficit is cured.

7. Brokerage Function

Moxey serves in a brokerage capacity in organizing and facilitating transactions among Members. Responsibility for the conduct of a transaction is exclusively that of the two Members participating in the transaction. Moxey will use its best efforts to broker the Moxey dollars or Members into goods or services, to accurately record transactions, and to administer these rules in accordance with its terms. However, Member acknowledges that the sole principals in any Moxey transaction are the buying and selling Members involved, that transactions are entered into voluntarily, and that Moxey is not the agent of any Member, nor is it the guarantor of any transaction or Moxey dollar.

8. Availability of Products or Services

Moxey shall use its best efforts to solicit new businesses having products or services to satisfy the needs of all Members. Moxey is committed to provide only those products or services that may actually be available in the Moxey network at any given time. Moxey Member hereby acknowledges and understands that a barter/trade community is a limited marketplace and Moxey cannot fulfill all purchase requests all the time. Moxey is not responsible if a Member cannot find specific products or services to buy from Members.

9. Member in Good Standing

A Member who conducts transactions in accordance with these Terms and Conditions, is current in any monies owing to Moxey and other Members, and has a valid, unexpired Member account, is considered a "Member in good standing". Only Members in good standing are entitled to services of Moxey.

10. Payment of Fees

All fees and charges, including initial set-up fees, commissions, and other charges to Members by Moxey are in payment for services rendered in processing Member into the exchange system, operating the clearinghouse

and brokerage functions, administering these Terms and Conditions, establishing and maintaining records, and facilitating Members use of the Moxey system. To facilitate the payment of cash fees, the Member agrees to fund a Cash Reserve Account (CRA) in which cash payments are retrieved by Moxey on a per transaction basis and based upon the individual Member's fee plan. This CRA may also be used to pay gratuities in cash to those servers and other such employees who are unable to receive Moxey dollars.

11. Moxey Management System

Moxey utilizes the Moxey Management System (MMS), a proprietary web-based software platform, to facilitate the processing, management, and record keeping of all Moxey dollar activity in the Moxey network. MMS utilizes web-based computer access, terminal swipe technology, and mobile app technology to provide Members access, information, and transactional capability. Members are given access to MMS and credentials are provided to representatives and assigns of the Member per Member's request. It is the sole responsibility of the Member to make decisions of who may be assigned and assignees who may need to be removed from Member's account. Any current assign with credentialed access to the Member's account in MMS is considered an authorized agent of such Member's account and may conduct any changes to said account except for removal of owner/contact on Member Agreement. Processes for transactions, management, and reporting may change from time to time in MMS. These changes will be communicated through appropriate means to the Members for their understanding. Member is responsible for adhering to these changes in process as they may arise. MMS uses a sophisticated filtering process to manage transactions that it deems appropriate to the Moxey network based upon available acceptance by other Members, available credit and limits of the individual Members as well as the local Moxey community. Members should be aware of their current balance, their CRA balance, their spending and selling (accumulation) limits, and all applicable restrictions. Moxey transactions may be denied for several reasons including but not limited to:

- a. If the buyer does not have sufficient Moxey dollars or line of credit to make such purchase;
- b. If either party is not a Member in good standing;
- c. If seller has exceeded an accumulation limit;
- d. If in a reciprocal transaction with another community, the community's credit or accumulation limit is surpassed;
- e. If the buyer has insufficient CRA to cover the cash commission or tip amount.

12. Tips and Gratuities

All tips or gratuities shall be paid in cash at the time and place of purchase by the buying Member. Members with services expecting tips or gratuities must make the facilitation of those tips possible through MMS and the CRA capability.

13. Transaction Authorization

MMS is an automated system in which it will not allow unauthorized transactions. This system functions accurately based upon the entry and maintenance of local Moxey community staff. Any transactions allowed or denied based upon staff level entry is not the responsibility of Moxey, but efforts will always be made to correct any errant transactions.

14. Special Transaction Procedures

The following procedures apply to transactions involving special orders, construction jobs, service work, or long-term leases and other work-in-process transactions:

- a. Buyer and Seller should always conduct business under the same conditions they would follow in a cash transaction including but not limited to obtaining estimates, getting multiple quotes, requiring a deposit, etc.
- b. Buyer should obtain a written estimate PRIOR to authorizing work to begin. Buyer should get multiple quotes or "shop around" to determine best price and value.
- c. Before starting, if appropriate, Seller should obtain a deposit or down payment in Moxey dollars in the same manner as a cash transaction. Seller should confirm with the Moxey staff that Buyer has the credit limit to process the remaining balance. In such case, the Moxey staff may put a hold on Buyer's account until the balance has been paid.

15. Record Keeping and Errors

Moxey has the right to reverse a transaction due to non-compliance with these Terms and Conditions, in which event it shall be the responsibility of the seller to collect from the buyer. All transactions are subject to audit and verification by Moxey and, in case of inaccuracies or error, Moxey may debit or credit Member's account, without notice, as a result of such error. Unless an error is determined by Moxey, Moxey will not reverse or change a transaction upon the request of the buyer without first obtaining permission from the seller. Moxey will issue monthly statements to Members reflecting account activity. Monthly statements are deemed accurate as printed unless Member notifies Moxey in writing of any discrepancies found within thirty (30) days.

16. Authorization of Credit Investigation

Member authorizes Moxey to make whatever credit investigation deemed appropriate and to exchange any information received in the course of such investigation. Moxey may

request reports from credit reporting agencies. If Member asks whether a credit report was requested, he will be informed, and if Moxey has received a credit report, Member will be given the name and address of the agency that supplied the report.

17. Overpricing

Members are obligated to sell their goods and services with Moxey dollars at their normal, customary rates that they typically sell their goods and services for in a cash environment. Moxey reserves the right to inquire into complaints of overpricing by a Member. Violations may result in termination of Member's account and/or immediate adjustment of the transactions involved.

18. Direct Trades Between Members

Direct trades between Moxey Members to avoid service fees are prohibited, and if consummated, are subject to the current applicable commission fee payable upon demand; such trades may also result in suspension or termination.

19. Standby and Waitlist Accounts

A Member with a positive balance beyond their ability to spend at an equal rate may place themselves or be placed by the Moxey staff on a "Standby" status. This leaves this Member visible on the Directory listing but informs those potential Buyers that this member is currently unavailable to accept Moxey. A Member on "Standby" for an extended time may have their Directory listing deactivated until available again to the membership. A Member with high ticket products or services may be placed on a "Waitlist" status which tells potential Buyers that their product or service is only available at a certain rate of distribution and that potential Buyers must contact the Moxey staff to be placed on the "Waitlist" for the next availability of this particular product or service.

20. Refusal to Honor Transactions

It is acknowledged, understood and agreed by Member that should Member fail to honor and accept purchases from another active member pursuant to these Terms and Conditions, except where Member is on standby, waitlist, or unlisted in MMS and in accordance with these Terms and Conditions, Members shall be deemed to be in material breach of this Agreement. Member acknowledges that if such event occurs, damages will accrue to Moxey in the business relationship between Moxey and the client whose membership was not honored, and Member shall be liable for such damages.

21. Laws and Regulations

Member shall abide by applicable Federal, State or local laws or regulations appropriate to any transaction, and Moxey shall not be responsible

for any failure on the part of the Member to comply. Member agrees not to hold Moxey liable for any action Moxey takes to comply with applicable laws or regulations.

22. Taxes

Seller shall charge the appropriate sales and excise taxes and collect and record these as part of the transaction at the time of sale. Under no circumstances will Moxey be responsible to pay any sales, excise, use or other such tax on behalf of any Member. Members are advised that transactions involving Moxey dollars are generally treated as taxable events for Federal, State and local tax purposes. The declaration and reporting of all applicable local, State and Federal taxes resulting from Moxey transactions rests solely with the Member. Further, that Moxey is required by law to obtain correct taxpayer identification number of Member (who is required by law to provide such number) and to annually report all Moxey sales of Members to the IRS on Form 1099-B. A copy of this 1099-B will also be delivered to the member via mail, email, or cloud retrieval by February 15th of each year. Member agrees to accept these methods as a form of delivery. Member should always consult their CPA for specific tax advice.

23. Assignment of Account

A Member's account is not assignable or transferable without Moxey's express prior written consent.

24. Transactions Conducted in Moxey

Member agrees to conduct all transactions for all goods and services with any other Moxey member in 100% Moxey dollars unless prior approval for a partial or full cash portion is granted by Moxey for each and every transaction considered. Moxey will base its decision to allow a cash component based upon the greater benefit to the Moxey network and its Members as a whole. If the original Seller cannot take a job at 100% Moxey, there may be times when the Moxey staff may recommend another Member that can offer the same good or service at 100% Moxey.

25. Listing of Products/Services

Members are responsible for providing Moxey with clear and clean graphic images, logos, video links, descriptive copy of services and products sold, search keywords, as needed to make an attractive presence on the Moxey directory listing. Moxey reserves the right to tailor that listing in a fashion that fits the Moxey culture and consistency with its own image and other current Members. Moxey may and reserves the right to also provide marketplace type listings of certain products through its own website, marketplace, or existing social media and third-party marketplace applications.

26. Freezing of Account

If Member violates any terms of this Agreement now or hereafter in effect, Moxey may immediately terminate its account in accordance with these Terms and Conditions or may freeze all activity in account without notice until such time as Moxey, in its sole discretion, reinstates the Member or decides to terminate Member's account. Member acknowledges that the decision of Moxey to freeze and/or terminate Member's account shall be final.

27. Suspension of Moxey Privileges

Moxey reserves the right, at its sole discretion, to suspend the trading privileges of any Member who is in violation of any Local, State or Federal law, or any Member whose conduct or participation in the Moxey network is no longer deemed acceptable. The privileges of Member may be reinstated immediately upon resolution of infraction or corrected behavior. Such determination is determined by the Moxey staff but may be brought to a Moxey Advisory Committee made up of other elected Members of the Moxey community. Moxey shall have the right to terminate any Member's account that it no longer wishes to service and as provided in these Terms and Conditions.

28. Moxey Provided Equipment

All equipment provided to the Member for the purpose of utilizing MMS including but not limited to Point of Sale processing terminals, tablets, printers, and swipe readers, is the property of Moxey and must be returned to Moxey representatives if membership is ever terminated. The member is responsible for any loss, theft, or damage that may occur as a result of non-standard use.

29. Non-Compete

Member agrees that during the term of their membership and for two (2) years after termination of membership, member will refrain from: "carrying on or engaging in a business similar to that of Moxey or a Moxey affiliated Member Exchange, defined as providing barter or trade exchange services of any kind" as (1) a principal or on their own account, or (2) solely or jointly with others as a director, officer, agent, employee, consultant or partner (general or limited), or stockholder, or holder of any equity security, or member in a limited liability company; or (ii) participating in any activities with respect to the acquisition or the disposition of any such business; or (iii) giving advice to any other person, firm, association, corporation, partnership or limited liability company engaging in any such business; or (iv) lending or allowing their name or reputation to be used in any such business; or (v) allowing member's skill, knowledge, experience or reputation to be used in any such business, in any parishes or counties

where there is an active Moxey community or any parishes or counties that are adjacent to an active Moxey community. Nothing herein shall be interpreted that would prevent the member from joining other trade exchanges as a standard member.

30. Termination

Either party may terminate this Agreement upon written notice to the other party. Immediately upon termination, steps will be taken to resolve any positive or negative Moxey balance.

- a. A member with a positive Moxey balance will be given an opportunity to immediately spend out. Any positive balance remaining after 30 days will be transferred to a Moxey Gift Card which can be used within the Moxey network to spend out the remaining balance.
- b. A member with a negative balance will be asked to make all goods and services or their own gift cards available until such time as the negative balance can be reconciled. Failure to reconcile this negative balance within ninety (90) days may result in collection efforts by Moxey.

MOXEY HAS NO OBLIGATION UNDER ANY CIRCUMSTANCES, INCLUDING TERMINATION OF MEMBER'S ACCOUNT AND TRANSACTION PRIVILEGES, TO CONVERT A POSITIVE MOXEY ACCOUNT TO ACTUAL CASH DOLLARS.

In the event of termination, there shall be no refund of annual membership fees, or commissions. All obligations under this Agreement in connection with any trade draft presented or signed by Member shall survive any such termination.

31. Abandonment

Should an account have no activity for at least one year plus all verified attempts by mail, email, and phone call/text to contact the Member have been unreturned, Moxey may seize any positive balance Moxey dollars and Cash Reserve funds remaining in the account and subsequently close the account.

32. Amendment of Agreement

Moxey may, at its sole discretion, modify, amend, or change the terms of this Agreement from time to time by giving Member written notice, update to website, or update to its Member login portal in MMS by at least thirty (30) days prior to the effective date. Any transaction within the Moxey network after the notice has been given or agreement to these changes through either written or electronic means shall constitute Participant's acceptance.

33. Fee Changes

Moxey reserves the right to modify or change the current fee policy including but not limited to annual membership fees, renewal fee,

commissions, and any service fees from time to time. Member will receive written notice, update to its website, or update to its Member login portal in MMS by at least thirty (30) days prior to the effective date of any such changes.

34. Disclaimer of Liability

Moxey makes no representation or warranty either express or implied, and disclaims all liability as to the fitness, quality, delivery date, merchantability, prices or any term of any Moxey transaction. Member does hereby indemnify and hold Moxey harmless with respect to any claim, debt, or liability whatsoever, arising out of any transaction wherein Member is a buyer or seller. Member acknowledges that any Moxey transaction in which it participates shall be on a voluntary basis, and that Moxey is neither its agent nor the agent of any other Member of the exchange.

35. Disputes

Any Moxey transaction disputes shall be only between the buyer and seller and shall be settled by those parties themselves. However, Moxey reserves the right to act as an arbitrator to attempt to settle disputes when the Moxey deems it is in the best interest of the Moxey network and community at large to act in such a capacity. This arbitration may be facilitated by a grievance committee made of selected Moxey Members.

36. Enforcement

Each and every term and provision contained in this Agreement and Moxey Terms and Conditions is severable from every other term and provision therein. If any such term or provision should be judged invalid, illegal or unenforceable it shall not affect the validity, legality or enforceability of the remainder of any other term or provision. The remainder shall remain valid, legal, enforceable and in full force and effect. In the event that legal action must be taken by Moxey against a Member to enforce any provision of these Moxey Terms and Conditions, Moxey shall be entitled to recover its reasonable attorney's fees, costs and interest computed at the rate of 18% per year from the date of default until payment. Member also agrees to court venue chosen by Moxey's attorney.

37. Advertising & Promotion

Unless otherwise stipulated between parties to this Agreement, Member authorizes Moxey to notify, promote, and advertise to other Members the availability of Member's products or services. Member further authorizes Moxey to utilize any photo; be it individual or taken in groups or at events, likeness, graphic, and/or copy in all forms of media, press release, publicity, and promotions for either Moxey or Member benefit.

38. Communications

Member provides Moxey with authorization to communicate by any and all available forms of communication with Member including but not limited to mail, phone, cell phone, fax, email, etc. Member will provide Moxey with all available forms of contact.

39. Products Sold by Moxey - Warranty

On all products owned and sold by Moxey, the sole and exclusive warranty made by the seller is that it has title to such products, free and clear from any lien or encumbrance. Other than set forth above, all products are sold, "As is, where is", and shipping charges may be required to be paid by the buyer. With respect to any product or services purchased by Buyer from Moxey, Buyer recognizes that such items are produced and provided by others and not Moxey or its affiliates. Moxey makes no warranty either express or implied, by operation of law or otherwise as to the merchantability or fitness for a particular purpose of such products or services, and Buyer shall look solely to the manufacturer of such merchandise or provider of such services for any warranty.

40. Security Interest

Member grants Moxey a security interest in all Moxey dollars credited and to be credited to Member's account for the amount to all unpaid cash fees.

41. Commitment and Representations

Moxey is only responsible for commitments and representations made in writing by a duly authorized officer of Moxey, Brokers, agents, or employers of Moxey to any obligation or representation whatsoever without such written authorization, signed by an officer of Moxey.

42. No Waiver of Right

Moxey's failure or delay in exercising any right shall not operate as a waiver thereof, and any single or partial exercise of a right shall not preclude any other or further exercise of any right. Moxey's remedies are cumulative and are not exclusive of any remedies provided by law.

43. Preferential Treatment

Member acknowledges that regulation of purchases, control of credit extension, and allocation of goods or services in short supply are inherent in Moxey's managerial responsibilities, shall be exercised at Moxey's sole discretion, and do not constitute preferential treatment under these Terms and Conditions.

44. Dissolution

In the event that Moxey or a local Moxey community system terminates or otherwise ceases to do business, all Members in a negative

trade position shall pay amounts they owe in cash (one Moxey dollar being equal to one dollar in cash in U. S. currency) into a fund. The fund, less expenses, plus inventory on hand will be distributed pro rata to all Members who are in a positive trade dollar position. Thus, all Members in a positive position will receive cash for their trade dollars to the extent that funds permit. Moxey shall not be liable to any Members for cash or trade dollars beyond the distribution of such funds as aforesaid.

45. Member Acknowledgment

Member warrants that it provides all information to Moxey in good faith and that such information is accurate to the best of its knowledge. Member acknowledges that he has read the currently effective Moxey Terms and Conditions, that such Moxey Terms and Conditions are made a part of the Agreement with Moxey, and that Moxey may, at its sole discretion modify, amend or change the agreement, current fee policies, and/or "Moxey Terms and Conditions" in which Moxey deems necessary and which shall be reasonably uniform between the Members and in accordance with the provisions of these Terms and Conditions. Moxey shall notify the Members of any such material changes in writing, update to its website, or update to its Member login portal at least thirty (30) days prior to the effective date. Any transaction within the Moxey network after the notice has been given or agreement to these changes through either written or electronic means shall constitute Participant's acceptance.

46. Joint and Separate Liability

Upon acceptance of this Agreement and opening of an account for Member by Moxey, the Member and individual signing for the Member hereby assume joint and separate responsibility for all purchases and fees as outlined in this Agreement, and the individual signing on behalf of a corporation agrees to guarantee and be personally liable for full performance by said corporation of this Agreement.