





Membership Application

Choose the Program That's Right for You: You can upgrade, downgrade, or cancel anytime.

	 Chatterbox	 Pro	 Premier
Events	✓	✓	✓
Birthday Club	✓	✓	✓
Facebook	✓	✓	✓
Loyalty Suite		✓	✓
Customer Saver		✓	✓
Gift Card		✓	✓
Community			✓
Buzz Builder			✓
Setup	\$100	\$150	\$150
Call for enterprise pricing	\$149/mo \$4.90/day	\$199/mo \$6.54/day	\$249/mo \$8.19/day

Choose Program/services: X

Chatterbox RR Pro RR Premier Facebook Assistant \$99/mo High Speed Waiter \$29.95/mo

 **Setup Includes:** Program consultation, Custom graphics, Copywriting, Program build, Print-ready artwork to promote your program, & Orientation. Additional \$200 setup applies to High Speed Waiter for program build, menu setup, and configuration.

Here's what happens now:

- Once you complete & submit the activation form on the next page, you'll receive a welcome email containing a link to a brief evaluation that helps us get started on your program. It takes just a few minutes so please do that right away.
- Today's fee includes program setup and your first full month of service. And remember our guarantee. You have a full 90 days to evaluate our program and make sure it's a good fit for you, so there is no risk at all.

And we know you may have some questions, **don't worry**. We'll cover everything and make sure you're completely comfortable before your program begins.

Membership Application

Business Name: _____

Business Address: _____

City: _____

State: _____ **ZIP:** _____

Office Phone: _____

Cell: _____

Fax: _____

Email: _____

Website: _____

Owners Name: _____

 **Signature:** _____ **Date:** _____ **Office Use:** _____



Choose payment method:

Credit Card Payment: Visa MasterCard American Express Discover

Card Number: _____ Expiration: _____

Name on Card: _____

Direct ACH Account Type: Checking Savings - Please attach a voided check or deposit slip from designated account.

Bank Name: _____

Branch - City: _____ State: _____ ZIP: _____

Routing #: _____ Account #: _____

It is highly recommended that you fax (702-430-9218) email (fastest) to: customerservice@repeatreturns.com or send your completed application immediately to: 6240 McLeod Dr. #100, Las Vegas, NV 89120, 702-966-3001

TERMS OF SERVICE

WHEREAS, Provider is in the business of providing rewards-based customer marketing services; WHEREAS, Provider desires to offer its customer marketing services to Merchant; and WHEREAS, Merchant desires to purchase such customer marketing services from Provider. NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained in this Agreement, the parties hereto hereby mutually agree as follows:

- 1. Services to be Performed by Provider.** Provider shall provide rewards-based customer marketing services for Merchant (hereinafter "Services"). Such Services may include, but are not necessarily limited to, a monthly email marketing program, Facebook Applications, mobile apps, cards and supplies if needed.
 - 2. Commencement of Service and Term.** The term of this agreement shall begin upon receipt of Merchant's completed Membership Application or upon delivery via email of its customer enrollment form template and shall continue until written notification from the Merchant is received pursuant to Paragraph 5, below. Payment for the first month's Services must accompany submission of the membership form to proceed.
 - 3. Approval of Periodic Promotions.** Periodically, Merchant will receive advance notice of upcoming promotions. Such notice will provide an opportunity period to opt out of participation in such promotion. If Merchant wishes to opt out, it must provide notice to Provider in the time specified and in the manner for providing notices specified in Paragraph 16 below. Failure to opt out in the time provided shall be Merchant's affirmative acceptance of its participation in the upcoming promotion.
 - 4. Compensation, Authorization and Terms for Payment:** a. Compensation: The Merchant's cost for Services is specified along with the description of Services, provided on Schedule of services. b. Authorization: Upon Merchant's conveyance of its billing information to Provider, it authorizes Provider to bill its credit card or debit its checking/savings account for all monthly fees related to the Services described in Schedule of services. Merchant hereby agrees to notify Provider of any change in its billing information. c. Terms for Payment: The monthly fee, as specified in Schedule of services, will be charged to Merchant's credit card or debited from its checking account within 30 days from the date the membership application is received. Merchant hereby understands and agrees that Provider will invoice all charges per the terms and conditions of this Agreement, as specified in Schedule of services, and as may be amended from time to time. Merchant further understands and agrees that Provider will assess a \$25 fee each time the bank issuing its credit card or debit from its checking/savings account dishonors a charge. In the event of non-payment Provider offers a 10-day grace period prior to suspension of service.
 - 5. Cancellation Policy:** Merchant is under no long-term obligation with Provider and may cancel the Services at any time. Merchant agrees to provide a minimum thirty (30) day notice in order to cancel the Provider's Services, and Merchant will be billed for the 30-day period after such cancellation notice is received by Provider. Provider may cancel this agreement upon 30 days written notice to Merchant.
 - 6. Customer Information:** Provider recommends that Merchant maintain a copy of all enrollment forms as Provider is legally prohibited from releasing any email information it obtains, due to white listing regulations. Customer data collected by the Provider shall remain the property of Merchant. Provider acts as the custodian only and during the term of this agreement, it will not sell, rent, share or use customer information for any reason other than for purposes of implementing the Services for Merchant. Customer data and information collected from the Merchant and its customers may be used by Provider for sales, marketing, research and case study purposes.
 - 7. Confidentiality:** Both parties agree that all confidential information exchanged must not be released to any third party, without the prior express written consent of the other party. As used in this Agreement, "Confidential Information" shall mean any information furnished or disclosed by the Merchant to the Provider, or the Provider to the Merchant, in electronic, oral or written form, whether marked as confidential or proprietary or which the Merchant would reasonably expect would be confidential or proprietary. Confidential Information shall not include information: (i) which is otherwise available to the public or is made public by the Merchant or a third party; (ii) which is furnished by the Merchant to a third party without restriction; or (iii) which is already lawfully in possession of the Provider and not subject to an existing agreement of confidentiality between the Parties. Neither party may disclose the terms of this Agreement to any third party without the other's prior written consent, unless compelled to do so in any action or other legal proceeding or unless otherwise required by law.
 - 8. Agreement Modification:** Provider may modify the terms and conditions of this agreement at any time without prior approval or advance notice by Merchant. Such changes will be posted and become binding at once at that time. If any changes are unacceptable to Merchant, cancellation of this agreement will be the sole recourse. Continued membership in the program will constitute acceptance of any such changes.
 - 9. Limitations of Liability:** Provider is only a provider of the Services as a facilitator of information to third parties, and expressly disclaims any liability for the promotions, prizes offered, or information disseminated pursuant to the Services herein. Any sweepstakes, contest, raffle or other similar promotion made available through the Services offered by Provider is void where prohibited and governed by specific rules that may be different from the terms and conditions of this Agreement. By participating in any such promotional services, Merchant may become subject to certain rules which may vary from the terms outlined herein. Under no circumstance and under no legal or equitable theory (whether in tort, contract, strict liability, warranty or otherwise) shall Provider, its affiliated parties, the officers, directors, employees, agents and representatives of each, be liable for any indirect, punitive, incidental, special, exemplary or consequential damages of any nature arising out of or in connection with (a) the use of or inability to use the website, the materials or any products or services offered through any marketing promotion; (b) any transaction conducted through or facilitated by the website; (c) any claim attributable to errors, omissions or inaccuracies in the website or the materials; (d) unauthorized access to or alterations of transmissions of data; (e) any other matter relating to the website, even if the parties have been advised of the possibility of such damages; (f) allegations of lost profits, lost revenues, lost opportunities, downtime, or related damages or costs. If Merchant is dissatisfied with the website, the materials, its sole remedy is to discontinue the Services. Moreover, Merchant is responsible for any damage to any processing terminal provided by Provider. Merchant is responsible for returning any loaner terminal within 15 days of cancellation or a \$225 charge per terminal will be applied. Merchant is responsible for any personal injury resulting from the misuse of the terminal. In no event shall Provider's aggregate liability exceed the amounts actually paid by Merchant in the 30 day period immediately preceding the event giving rise to the claim. Additionally, there is no direct connection between Provider and any of Merchant's customers or program members. Provider will in no way be subject to any liability or claims between Merchant and/or Merchant's customers.
 - 10. Representations and Warranties.** Each party represents and warrants to the other that it has the right to enter into this Agreement, and has the ability to perform its obligations hereunder. Each party further represents and warrants that its actions with respect to this Agreement will not violate any applicable laws or regulations. Provider represents and warrants that it will use its best efforts to perform its obligations hereunder; however, it makes no express representation or warranty as to the effectiveness or level of success associated with its customer marketing services.
 - 11. Disclaimer of Warranties.** Provider makes no warranties of any kind, either expressed or implied, concerning the materials on the website. Provider provides the website on an "as is" and an "as available" basis. To the fullest extent permissible by law, Provider disclaims all implied warranties, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary rights. Provider makes no representations or warranties of any kind, express or implied, as to the operation, security, or the use of the website, the availability of any goods or services offered or the accuracy, reliability, completeness or timeliness of the services, products, materials, or other items offered or included on the website. Moreover, Provider does not warrant that any functions, inaccuracies or typographical errors in the materials or content will be repaired or corrected or that the website or the services that makes it available are free of viruses or other harmful components, and Merchant alone assumes all risk and Provider is not responsible for any damage to Merchant's computer, computer system or portable devices resulting from use of the website or any materials downloaded or otherwise obtained from the website, including, without limitation, damages from any security breach, virus, bug, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other malfunction.
 - 12. Excused Non-Performance.** Provider will not be liable for any failure to perform its obligations hereunder in the event of an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, power interruption or any condition beyond its reasonable control.
 - 13. Indemnification:** Merchant agrees to indemnify, defend and hold Provider, the officers, directors, employees, representatives and agents of Provider (the "Indemnified Parties") from and against any and all costs, expenses, fees, including without limitation, attorneys' fees, charges, expenditures, damages, liabilities and/or other losses of whatsoever nature incurred by any of the Indemnified Parties with respect to, arising from or out of any claim relating to Merchant's violation of the terms and conditions of this Agreement.
 - 14. Additional Terms & Services:** Merchant understands there may be additional terms, miscellaneous provisions and services provided online in merchant area.
 - 15. Cards:** Loyalty/Gift Cards: Provider's program works with or without cards. Merchant may order cards directly from Provider's vendor to take advantage of volume pricing, or Merchant can choose its own card printer.
 - 16. Notices:** Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed e-mail, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or e-mail. Notices will be sent to a party at the address set forth below. Notwithstanding the foregoing, routine communication between the parties, other than as explicitly required in this Agreement, shall be deemed sufficient if sent by regular e-mail, without requiring a return receipt notification.
- Satisfaction Guarantee:** Our program works, as long as you do your part and enroll customers, and we guarantee that in writing. Enroll a minimum of 300 guests, per location during the first 90 days of your program and if you are not completely thrilled with your results we will cancel the program and refund your current month's billing. No questions asked.