

ROTOVANTAGESM MEMBERSHIP TERMS AND CONDITIONS

1. SERVICES.

Pursuant to the terms of this Agreement, Customer hereby purchases from Rotobrush, and Rotobrush agrees to provide to Customer, the club benefits, rewards and certificates of RotoVantage Membership ("RotoVantage").

2. PRICE AND PAYMENTS.

(a) Membership Fees. Rotobrush shall invoice to Customer's credit card all applicable membership fees related to RotoVantage. Rotobrush may amend the RotoVantage membership fees from time to time with at least 15 days' prior written notice to Customer.

(b) Other Fees. Rotobrush shall invoice Customer's credit card for all additional products and/or services provided to Customer under RotoVantage.

3. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ROTOBUSH MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR SERVICES PROVIDED BY ROTOVANTAGE PURSUANT TO THIS AGREEMENT, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALTY, OR PURPOSE PROVIDED UNDER THIS AGREEMENT.

4. GENERAL PROVISIONS.

(a) Governing Law; Venue. This Agreement and the rights and obligations of the parties to it shall be governed by and construed and enforced in accordance with the substantive laws of the State of Texas, USA

(b) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF YOUR ROTOVANTAGE MEMBERSHIP (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), NO MATTER WHAT THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. IN NO EVENT WILL ROTOBUSH'S LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE AGGREGATE BASIC MEMBERSHIP FEES PAID TO ROTOBUSH BY CUSTOMER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY

(c) Independent Contractor. Rotobrush and Customer are independent contractors and nothing contained in this Agreement under the RotoVantage program places Rotobrush and Customer in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

5. CUSTOMER'S RIGHT TO CANCEL

The RotoVantageSM Membership may be terminated by the Customer at any time upon 30-days written notice after the completion of any promotional period's granted to the Customer.

6. ROTOBUSH'S RIGHT TO CANCEL

The RotoVantageSM Membership may be terminated by Rotobrush[®] International LLC at any time upon 30-days written notice to the Customer.