



8427 Allister Blvd.
West Palm Beach Gardens, Florida 33418

Speak with a BSC Representative at:
540-720-7755

BSC Membership Form

Below, please choose a user name and password to use while shopping on the BSC.

First Name:	Last Name:	
<input type="text"/>	<input type="text"/>	
Primary Phone (used as your member ID):	Secondary Phone (not required):	Requested User Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
E-mail:	Social Security Number:	Requested Password
<input type="text"/>	<input type="text"/>	<input type="text"/>

Company Name: Tax ID/EIN
Only use this field if you are attaching your tax ID #

Address	City	State
<input type="text"/>	<input type="text"/>	<input type="text"/>
Zip Code	Country	
<input type="text"/>	<input type="text"/>	

Payment Information

Method of Payment VISA Mastercard AMEX Discover For other payment options, please call us 540-720-7755

Credit/Debit Card Number Exp. Date CW/CVC

Three or Four Digit Security Code On Back Of Credit/Debit Card

Name as printed on Credit Card:	Address	<input type="text"/>		
<input type="text"/>	City	<input type="text"/>	State	Zip Code
		<input type="text"/>	<input type="text"/>	<input type="text"/>
	Country	<input type="text"/>		

(This number is for office use only)

Sponsor #

Billing Address Must Be The Same As Address Registered With Card

Payment Options (Must choose one): \$150 Down \$250 Down \$369 Paid In Full

All Payment Options are for full BSC membership. If not paying in full, balances due in three installments over 90 days.

By Checking this box you state that you have read and agree to the terms and conditions on the 3 pages below this form.

<input type="checkbox"/> Yes I have read and agree to terms	Applicant Signature	Date
	<input type="text"/>	<input type="text"/>

**To Fax Application-Print & Fax To 337-896-5535
If You Have Any Questions Please Call Us At 540-720-7755**

TERMS and CONDITIONS:

Black Shopping Channel Merchandise

Satisfaction of Purchase Guarantee: All purchases on Black Shopping Channel are the merchandise of vendors/merchants that own E-Stores on the site. Those vendors/merchants agree to a 15 day Satisfaction Money Back Guarantee on all merchandise sold unless the return policy is clearly stated in the merchandise description for the consumer's review prior to the purchase. Should the Purchaser determine the merchandise is not what they intended it to be, the merchandise may be returned to the vendor/merchant for a full refund less any shipping costs. The vendor agrees to reimburse Black Shopping Channel any funds the vendor/merchant was paid for said merchandise upon immediate request by Black Shopping Channel.

E-Store Ownership: Black Shopping Channel offers your store under these conditions:

Introduction Welcome to Black Shopping Channel.

By using the services on the Black Shopping Channel website (Black Shopping Channel.com and other related webSite where this agreement appears) (the "Site"), you are agreeing to the following terms, including those available by hyperlink, (the "Agreement" or "User Agreement") with Black Shopping Channel Inc. Before you may become a member of Black Shopping Channel, you must read and accept all of the terms and conditions in, and linked to, this User Agreement and the Privacy Policy. We strongly recommend that, as you read this User Agreement, you also access and read the linked information. This Agreement is effective upon acceptance for new Store Owners.

Using Black Shopping Channel: While using the Black Shopping Channel site, you will not: · post content or items in an inappropriate category or areas on the Site; · violate any laws, third party rights, or our policies such as the Prohibited and Restricted Items policies; · use the Site if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from our Site; · fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you purchase, a clear typographical error is made, or you cannot authenticate the seller's identity; · fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity; · manipulate the price of any item or interfere with other user's listings; · circumvent or manipulate our fee structure, the billing process, or fees owed to Black Shopping Channel; or attempt to send buyers around our policies directly to your business. · Will pay the 25% commission charges of the Black Shopping Channel on any sale or lead that promulgated from the Black Shopping Channel including services you may offer clients. · post false, inaccurate, misleading, defamatory, or libelous content (including personal information); · take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the Site or for using it for purposes unrelated to Black Shopping Channel); · transfer your Black Shopping Channel account (including feedback) and User ID to another party without our consent; · distribute or post spam, chain letters, or pyramid schemes; · distribute viruses or any other technologies that may harm Black Shopping Channel, or the interests or property of Black Shopping Channel users; · copy, modify, or distribute content from the Black Shopping Channel's copyrights and trademarks; or · harvest or otherwise collect information about users, including email addresses, without their consent.

Abusing Black Shopping Channel: Black Shopping Channel and the Community work together to keep the Site working properly and the Community safe. Please report problems, offensive content, and policy violations to us. Black Shopping Channel makes every effort to ensure that listed items do not infringe upon the copyright, trademark or other rights of third parties. If you believe that your rights have been violated, please notify our customer service. Without limiting other remedies, we may limit, suspend, or terminate our service to Store accounts, prohibit access to our website, delay or remove hosted content, and take technical and legal steps to keep Store Owners off the site if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

Fees and Services: Joining Black Shopping Channel and buying listed items is free. We do charge fees for using other services, such as "Own Your Own Store (being able to post your own items to sell)", "Featured Products (Advertising your products on our Featured Products screen)" and "Who's Who (Advertising your services)". When you open a store or use a service that has a fee you have an opportunity to review and accept the fees that you will be charged based on our Fees schedule, which we may change from time to time. Changes to that Policy are effective after we provide you with at least fourteen days' notice by posting the changes on the Site. We may choose to temporarily change the fees for our services for promotional events (for example, One price Store Ownership promotions) or new services, and such changes are effective when we post the temporary promotional event or new service on the Site. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with the Site in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel, and for accounts over 180 days past due, deducting the amount owed from your PayPal account balance.)

Content License: When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

Liability: You will not hold Black Shopping Channel responsible for other users' actions or inactions, including things they post. You acknowledge that we are not a traditional retail store, we do not control each of our Store Owners and do not take liability for their actions. We do try to have every Store Owner conform to basic rules to ensure everybody is participating in the same program. Instead, the Site is a venue to allow anyone to offer, sell, and buy just about anything, at anytime, from anywhere, in a variety of pricing formats and venues, such as stores, garage sales or other means of selling your products and items. We only sell the item posted by the store owner. We have knowledge only of what we see in the picture. All items sold in any store is "As Is, Where Is". We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of store owners to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction. We serve as the "Shopping Cart", we notify the store owner of the sale and where to ship the item. Legal issues

involving the item sold rests solely with the shipper as Black Shopping Channel never owns the item sold. Once verification of shipping is made to our accounting department, we will credit the Store Owner the sales price less our sales commission for the item sold. Credit to the Store Owner will be made 10 days after the date of proof of delivery of the Sale Item to the Buyer. This policy will allow Black Shopping Channel to have a window to refund to the Buyer.

FEE SCHEDULE: current as of May 2, 2009* STORE \$369.00 Annual fee 25% Commission on sales of items in store Store Owner sets price of items Store Owner pays all fees charged by third parties including credit card fees, freight, disputes

ADVERTISING:

FEATURED PRODUCTS SCREEN: \$100 PER MONTH 10 ITEMS PER STORE 8 SECONDS VISUAL BETWEEN TRANSFER TO OTHER ITEMS.

SERVICES ADVERTISING: WHO'S WHO SCREEN \$45 PER MONTH 10 SECONDS VISUAL BETWEEN TRANSFER TO OTHER SERVICES · Prices are subject to change with 10 day posted notice on front page of Site

DISPUTE AND REFUND POLICY: A Buyer has 10 days to dispute an item bought or notify our customer service that there was a problem with the item. Failure to log a dispute within the 10 day window, will alleviate Black Shopping Channel of any liability or ability to assist the buyer in a refund or exchange of the item as the Store Owner has now been paid for the purchase. Black Shopping Channel cannot refund items if the Store Owner has already been paid. Black Shopping Channel will not make any refund of monies made to store without Store Owner verifying that item has been returned to the Store Owner and proof of return is submitted to Black Shopping Channel. We do not transfer legal ownership of items from the seller to the buyer, and nothing in this agreement shall modify the governing provisions of California Commercial Code § 2401(2) and Uniform Commercial Code § 2-401(2), under which legal ownership of an item is transferred upon physical delivery of the item to the buyer by the seller. Unless the buyer and the seller agree otherwise, the buyer will become the item's lawful owner upon physical receipt of the item from the seller, in accordance with California Commercial Code § 2401(2) and Uniform Commercial Code § 2-401(2). Further, we cannot guarantee continuous or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our Site. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Regardless of the previous paragraph, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action giving rise to the liability, and (b) \$100.

Release: If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Access and Interference: The Site contains robot exclusion headers. Much of the information on the Site is updated on a real-time basis and is proprietary or is licensed to Black Shopping Channel by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: · take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; · copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from the Site without the prior expressed written permission of Black Shopping Channel and the appropriate third party, as applicable; · interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or · bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Privacy: We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We view protection of users' privacy as a very important community principle. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account. We use third parties to verify and certify our privacy principles.

Indemnity: You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

No Agency: No agency, partnership, joint venture, employee-employer or franchiserfranchisee relationship is intended or created by this Agreement.

Notices: Except as explicitly stated otherwise, legal notices shall be served on Black Shopping Channel's national registered agent (in the case of Black Shopping Channel) or to the email address you provide to Black Shopping Channel during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

Resolution of Disputes: If a dispute arises between you and Black Shopping Channel, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Black Shopping Channel agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Law and Forum for Disputes: This Agreement shall be governed in all respects by the laws of the State of Florida as they apply to agreements entered into and to be performed entirely within Florida between Florida residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Black Shopping Channel must be resolved by a court located in Palm Beach County, Florida, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within Palm Beach County, Florida for the purpose of litigating all such claims or disputes.

Arbitration Option - For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Improperly Filed Claims - All claims you bring against Black Shopping Channel must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, Black Shopping Channel may recover attorneys' fees and costs up to \$1000, provided that Black Shopping Channel has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim. Each of these policies may be changed from time to time. Changes take effect when we post them on the Site. When using particular services on the Site, you are subject to any posted policies or rules applicable to services you use through the Site, which may be posted from time to time. All such policies or rules are hereby incorporated into this Agreement.

General-Black Shopping Channel Inc. is located at 8427 Alister Blvd W, Palm Beach Gardens, FL 33418. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement. We may amend this Agreement at any time by posting the amended terms on this Site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the

Black Shopping Channel Message Center. This Agreement may not be otherwise amended except in a writing signed by you and us. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: Fees and Services (with respect to fees owed for our services), Release, Content License, Liability, Indemnity and Resolution of Disputes.

By making this purchase, I have read, understand and accept the terms and conditions of the Black Shopping Channel site and television productions. Your purchase indicates that you have read this Agreement and that you willingly accept all of the terms and conditions herein. Participation in this direct sales plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal address. Please read and notify us at 800-826-1497 or support@blackshoppingchannel.com

If appropriate:

_____ I certify that I have not been barred by a court or any regulatory order from participating in an MLM Program.

_____ My sponsor has explained to me that I must reserve store space on www.blackshoppingchannel.com in order to become a BSC Member.

_____ I understand that I am a BSC Member and not an employee of Black Shopping Channel and therefore understand that I am responsible for the payment of all state and federal taxes.

_____ I have read, understand and agree to be bound by the Terms and Conditions and Policies and Procedures set forth in the Black Shopping Channel's Terms and Conditions.

_____ I understand that an initial purchase or payment of \$369 is required to own store space on Blackshoppingchannel.com