

**TeamVinh.com International “V”:**  
**TERMS OF USE,**  
**SUBSCRIBER AGREEMENT,**  
**MEMBER AGREEMENT,**  
**AND DISCLAIMER.**

*Last Updated: December 23<sup>rd</sup>, 2013*

**WEBSITE TERMS OF USE:**

By accessing and using this web site and/or by submitting the TeamVinh.com Registration form you signify your Assent and Agreement to TeamVinh.com's: Terms of Use. Continued use of the System and this Website is implicit concurrence with the terms of this agreement and you UNDERSTAND AND AGREE to said Terms and Conditions, which will be outlined below.

**If you do not agree to the: Terms of Use, please discontinue using the site immediately and do not engage as a Privileged: TeamVinh.com Member!**

**GENERAL:** This web site is for informational purposes only and should not be considered or used as the sole basis for final contractual or purchasing decisions, business investments, or other commitments.

**PURPOSE:** This web site provides service and information about a business opportunity that may require financial participation and risk. The operators of this web site make NO guarantee or claims to individual success or income from the use of this web site or its information, and are not liable for any loss that may occur from such participation.

**By engaging with TeamVinh.com International (“V”) and by purchasing of our flagship product called “VPAKs”, you hereby acknowledge, agree, and/or consent to the following terms, conditions, and understandings:**

1. At the present time or at the time of your engagement with V, you **need or want the benefits of a TeamVinh.com Membership and can afford the Membership and its VPAKs for the foreseeable future.**
  
2. **When you engage with V and purchase your VPAKS, engage with the Qualified MLM Company, which will then make your VPAKS become active, the following series of activity will occur (either for you or on your behalf);**
  - (a) The **One-Time Registration Fee** pays for your TeamVinh.com Back-Office with unlimited hosting, automatic updates, maintenance, and ongoing tech support. This service is provided and rendered immediately and ongoing (*with no further costs to you*), therefore this fee is Non-Refundable. This fee paid also puts you in Queue for full Account Set Up, and at our cost, we will provide to you quality general customer service during your account set up. *Also, we do not charge you for the merchant account fees that are charged to us when you use your credit card for payment to TeamVinh.*
  - (b) Commissions based on your engagement and participation is paid out to your Referee immediately.
  - (c) We immediately apply, spend capital/Money, and commence Valuable, Proprietary, and Best-Of-Efforts Services to fulfill your VPAKS. It involves

professional, effective, and strategic: *Targeted Marketing Campaigns* and every aspect of TeamVinh's *DynamicTraffic Channels* "DTC" to effectively generate the correct Leads, and then *Qualifying* the Leads, and *Converting* the Leads into active and paying **Personally Enrolled "PE"**, which is then placed into your Downline (*as if you Sponsored that Lead yourself*), which will effectively *fulfill* your VPAKs and grow your business and Downline in the Qualified: 3<sup>rd</sup> PARTY MLM Company that V will *propel* for you - ongoing. **Therefore, you hereby agree that all sales are final and that there cannot be any refunds of any sort.**

3. When you purchase a "VPAK", you hereby acknowledge that the PE is generated by TeamVinh and the PE is also a TeamVinh Member, hence the PE belongs to TeamVinh and said PE is not a "property" of yours or anyone else's.

#### 4. VPAK FULFILLMENT TIME FRAME:

**NOTICE:**

**We only accept VPAKS that can be fulfilled and will apply the best of ethical efforts to fulfill them as soon as possible. All VPAKS will be fulfilled on a First-Come-First-Serve basis. We give a perspective and opinion on the matter of "VPAK Fulfillment Time Frame" at: [Teamvinh.com/vpakFulfillmentTimeFrame.pdf](http://Teamvinh.com/vpakFulfillmentTimeFrame.pdf) However and again; due to common international regulations, we cannot and do not guarantee VPAK Fulfillment in any way shape or form.**

#### 5. REFUNDS:

- a. **Please note that due to the nature of our Unique Global Profit Sharing Structure, any and all Member Registrations and VPAK Purchases is Final and are Non-Refundable.**
- b. **CHARGE-BACKS: Performing a credit card charge back is in direct legal violation of our terms and conditions all members agree to upon joining. When you join TeamVinh.com, you'll be agreeing not to perform a Credit Card charge back.**

In the event a member should violate this agreement, all applicable commissions paid from their membership will be revoked. Performing a Credit Card charge back can adversely effect your credit report and it harms the company's credit report as well. **When a charge back is received, the Member violating our terms and conditions will be charged a \$250 Fee Per instance and will be prosecuted to the full extent of the law.**

Instead of performing a charge back, always contact us using your Help Desk for in your Members Area. We are happy to work with our Members and help them in any way possible. **In short, if you're a person who feels you may perform a chargeback, do not join TeamVinh.com International.**

**Further, with the above elements clearly outlined to you, any credit card charge-backs are prohibited within TeamVinh.com International. Charge back attempts are also considered unethical and a direct violation of the TeamVinh Code of Conduct. Any V Member attempting any charge backs during the duration of their Membership with V will be banned from TeamVinh.com forever.**

## 6. YOUR BUSINESS OVERHEAD:

Importantly, your primary income – if any - will be generated by way of TeamVinh *propelling* the 3<sup>rd</sup> Party MLM Company (and its Downline) *for* you. You acknowledge that your Business Overhead with said 3<sup>rd</sup> Party MLM Company will be from: the time you engage with TeamVinh and purchase VPAKs until: your VPAKs are fulfilled. However, TeamVinh cannot and does not make any claims about the ability of any third party MLM Companies to earn income in any particular amount or within a particular time frame.

7. Our services are engineered to assist the Individual achieve a higher probability of success in the: Network Marketing Industry. We are not a “*get rich quick scheme*”. We do not guarantee success will be “over night”. And past performance is not indicative of future results. However, on the positive side and potential, FYI: There are now over 7 Billion people on Planet Earth. \*Source: [http://en.wikipedia.org/wiki/World\\_population](http://en.wikipedia.org/wiki/World_population). And we strongly feel that V applies to many more people than just the approximate 56 Million+ people currently in the Network Marketing Industry. \*Source: *Direct Selling Association “DSA”*. Therefore, logically, we are confident, feel and believe that with our Profound and Revolutionary “V” Concept, Civic Vision, and our Existence, more people will achieve more success in “*MLM*” than at any other times in the Network Marketing Industry. In our opinion and in the Network Marketing Industry, V has the most upside potential for any individual engaging with V.
8. **You also understand that all TeamVinh.com services are a One Time payment and as a Member you can remove or cancel your Membership with V or with the 3<sup>rd</sup> Party MLM Company (that V is propelling for you) entirely at any time.**
9. All users of the TeamVinh.com web site are subject to the [SERVICE AGREEMENT](#). Continued use of the System and this Website is implicit concurrence with the terms of this agreement including your;

**ACKNOWLEDGEMENT:** That In accordance with the *Civically designed TeamVinh Compensation Plan “TCP”*, [www.TeamVinh.com/TCP.pdf](http://www.TeamVinh.com/TCP.pdf): As of the date of this notice, ALL new accounts referred by anyone, and regardless of where they come from – are considered “*Orphans*” and will be RE-Assigned to fulfill VPAKs in accordance to the V System. For this energy, there is a specific compensation triggered within the “TCP”. So if you plan to earn additional money/Income with TeamVinh.com by way of referring new TeamVinh Members using your TeamVinh Replicated Link, you are stating you understand that as a *Member* or as an *Independent Representative* any success in promoting for Memberships and VPAKS sales are **solely dependent on your own efforts** and that TeamVinh.com makes no claims about future income other than to adhere to the compensation plan as it is displayed on the TeamVinh.com Web site at any given time.

10. Again, due to regulations, we cannot guarantee that any PE will stay in your downline indefinitely, however, when you apply sound logic :: **as PE’s in your Downline purchases and gets their VPAKS fulfilled, and their Downline and income grows...** in our very humble opinion, no one in their right mind will ever have any reason to “quit”. TeamVinh is confident that each and every Member will receive valuable services and ultimate satisfied results with our powerful System over the long haul.

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- (ii) any defect in any product or service provided, or
- (iii) delay in provision of a product or service by a posting entity.

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- a. Discontinue and/or change or update the VPAKs and its pricing at any time without prior notice.
- b. Make any and all necessary changes to its Program or System Parameters at anytime without prior notice.
- c. Prohibit or remove and issue refunds to any member at any time that has an UN-Civic attitude or acts in a non-compliant manner.
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To the extent you have in any manner violated or threatened to violate TeamVinh.com and/or its affiliates' intellectual property rights, TeamVinh.com and/or its affiliates may seek injunctive or other appropriate relief in any court in United States, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: [YOUR LOCATION]. Both the parties will share any costs and fees other than attorney fees associated with the mediation equally.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: [LOCATION]. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

If any provision of this agreement is void or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby.

### **Termination**

These Terms of Use agreement are effective until terminated by either party. You may terminate this agreement at any time by destroying all materials obtained from any and all TeamVinh.com site(s) and all related documentation and all copies and installations thereof, whether made under the terms of this agreement or otherwise. This agreement will terminate immediately without notice at TeamVinh.com's sole discretion, should you fail to comply with any term or provision of this agreement. Upon termination, you must destroy all materials obtained from this site and any and all other TeamVinh.com site(s) and all copies thereof, whether made under the terms of this agreement or otherwise.

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BEFORE YOU CONTINUE PLEASE READ THE TERMS AND CONDITIONS OF THIS SUBSCRIBER AGREEMENT CAREFULLY.

BY CONTINUING ON YOU ARE AGREEING TO BECOME A PARTY TO AND BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS SUBSCRIBER AGREEMENT.

## **SUBSCRIBER AGREEMENT**

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The Site may contain bulletin board services, news groups, forums, and/or other message or communication facilities ("Communication Services") designed to enable you to communicate with others. You agree to use the Communication Services only to submit or post messages and material that are proper and, when applicable, related to the particular Communication Service. You are also prohibited from submitting to, posting or transmitting through TeamVinh.com any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Content that consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" is prohibited. You may not use a false email or postal address, impersonate any person or entity, or otherwise mislead as to the origin of your posted content.

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- b. Use robots and crawlers, or similar technology, without following the robot guidelines (found at <http://info.webcrawler.com/mak/projects/robots.html>). We are able to detect robots violating the guidelines and we will ban any offenders. If you are using a robot/crawler to check TeamVinh.com links, it must operate according to the robot guidelines (see above). Do not leave new robots unattended and allow a minimum of 1 minute between automated requests.
- c. Use any device, software or routine or the like to interfere or attempt to interfere with any Site functionality;
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- f. Access the Site by any means other than through the interface that is provided TeamVinh.com, or attempt or access any area of the Site to which your access is not authorized; or
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- (b) All information submitted by you to the Site is true and accurate;
- (c) You will be responsible for all use of your username and password even if such use was conducted without your authority or permission;
- (d) You are at least 18 years old; and (e) you will not use the Site for any purpose that is unlawful or prohibited by this Agreement.

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ANY OF THE SERVICES AVAILABLE AT THE SITE DURING THE YEAR PRIOR TO YOUR CLAIM.

### **13. Indemnity**

You agree to indemnify and hold us harmless, and pay our attorney's fees and costs, if we become liable for or incur any damages in connection with your breach of this Agreement. You may not settle any dispute without our prior consent, which may only be given in a non-electronic writing signed by an authorized representative of TeamVinh.com.

### **14. Consent to Electronic Notices and Other Communications**

You agree that all of your transactions relating to the Site may, at our option, be conducted electronically, including any that we are otherwise required to provide in "writing". For example, we may send you notices via postings at the Site or via email to any email address that you provide to us during registration as a Site member. If you do not wish to deal with us electronically, you should not use the Site or enter into this Agreement. If applicable law now or later requires us to communicate with you non-electronically, we reserve the right to charge a fee for doing so. Notice will be deemed given 24 hours after the email is sent, unless (for email) we are notified that the email address is invalid. Alternatively, we may give you notice by mail to the address provided during registration.

### **15. Print a Copy for Your Records**

You agree to print or make an electronic copy of this Agreement (and any amendment from time to time) and retain it in your records. You also agree to make a copy of any other information that we deliver to you in writing.

### **16. Termination**

TeamVinh.com may terminate your subscription and/or access, or suspend access to all or part of the Site, without notice, for any conduct that TeamVinh.com, in its sole discretion, believes is in violation of this Agreement, any applicable law, or any act which is harmful to the interests of another user, service provider, or TeamVinh.com. TeamVinh.com may also elect not to renew your subscription and access by providing a notice of nonrenewal prior to the end of your current subscription term. Applicable sections of this agreement will survive any termination or expiration of this Agreement.

### **17. Assignment**

You agree not to assign your rights under this Agreement without the consent of an authorized representative of TeamVinh.com in a non-electronic record, and any assignment without TeamVinh.com's consent will be void at TeamVinh.com's option. This Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.

### **18. Applicable Law and Disputes**

This Agreement is governed by the laws of the United States, without regard to principles of conflict of laws.

To the extent you have in any manner violated or threatened to violate TeamVinh.com and/or its affiliates' intellectual property rights, TeamVinh.com and/or its affiliates may seek injunctive or other appropriate relief in any court in the United States, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: The State of Minnesota, United States. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: support@TeamVinh.com, under the rules of the Applicable Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

### **19. Amendments**

TeamVinh.com may change the provisions of this Agreement. When TeamVinh.com changes the terms of this Agreement, TeamVinh.com will notify you by email or online postings on this Site. The changes will also appear in this document, which you can access any time. You already agreed to be bound by the changes when you first subscribed to the site. If you do not agree to be bound by the changes, you should not use the Site again and you should cancel your subscription to the Site. Even if you have not clicked on the "I Agree" button or checked the I agree box when subscribing, if you use the Site after you have been notified of a change to this Agreement, you are agreeing now to be bound by that change.

### **20. Entire Agreement; Severability; No Waiver**

This Agreement (including all documents incorporated by reference) is the entire agreement between the parties for its subject matter and supersedes all prior and contemporaneous communications between the parties. No term of this Agreement may be waived by TeamVinh.com except in a signed, non-electronic writing signed by an authorized representative of TeamVinh.com.

### **21. General**

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that its remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. 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. You agree that no joint venture, partnership, employment or agency relationship exists between you and TeamVinh.com or its affiliates as a result of this Agreement or your use of the Site.

### **DISCLAIMER AND TERMS OF USE AGREEMENT**

The author and publisher of this Website, Article or Program and the accompanying materials have used their best efforts in preparing this Website, Article or Program. The author and publisher make no representation or warranties with respect to the accuracy, applicability, fitness, or completeness of the contents of this Website, Article or Program. The information contained in this Website, Article or Program is strictly for educational purposes. Therefore, if you wish to apply ideas contained in this Website, Article or Program, you are taking full responsibility for your actions.

EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT THIS PRODUCT AND IT'S POTENTIAL. EVEN THOUGH THIS INDUSTRY IS ONE OF THE FEW WHERE ONE CAN WRITE THEIR OWN CHECK IN TERMS OF EARNINGS, THERE IS NO GUARANTEE THAT YOU WILL EARN ANY MONEY USING THE TECHNIQUES AND IDEAS IN THESE MATERIALS. EXAMPLES IN THESE MATERIALS ARE NOT TO BE INTERPRETED AS A PROMISE OR GUARANTEE OF EARNINGS. EARNING POTENTIAL IS ENTIRELY DEPENDENT ON THE PERSON USING OUR PRODUCT, IDEAS AND TECHNIQUES. WE DO NOT PURPORT THIS AS A "GET RICH SCHEME."

**WE CANNOT GUARANTEE YOUR SUCCESS OR INCOME LEVEL NOR ANY CLAIMS (IF ANY) MADE OF ACTUAL EARNINGS OR EXAMPLES OF ACTUAL RESULTS OR YOUR LEVEL OF SUCCESS IN ATTAINING THE RESULTS CLAIMED IN OUR MATERIALS NOR ARE WE RESPONSIBLE FOR ANY OF YOUR ACTIONS.**

MATERIALS IN OUR PRODUCT AND OUR WEBSITE MAY CONTAIN INFORMATION THAT INCLUDES OR IS BASED UPON FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF THE SECURITIES LITIGATION REFORM ACT OF 1995. FORWARD-LOOKING STATEMENTS GIVE OUR EXPECTATIONS OR FORECASTS OF FUTURE EVENTS. YOU CAN IDENTIFY THESE STATEMENTS BY THE FACT THAT THEY DO NOT RELATE STRICTLY TO HISTORICAL OR CURRENT FACTS. THEY USE WORDS SUCH AS "ANTICIPATE," "ESTIMATE," "EXPECT," "PROJECT," "INTEND," "PLAN," "BELIEVE," AND OTHER WORDS AND TERMS OF SIMILAR MEANING IN CONNECTION WITH A DESCRIPTION OF POTENTIAL EARNINGS OR FINANCIAL PERFORMANCE.

ANY AND ALL FORWARD LOOKING STATEMENTS HERE OR ON ANY OF OUR SALES MATERIAL ARE INTENDED TO EXPRESS OUR OPINION OF EARNINGS POTENTIAL. MANY FACTORS WILL BE IMPORTANT IN DETERMINING YOUR ACTUAL RESULTS AND NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE RESULTS SIMILAR TO OURS OR ANYBODY ELSE, IN FACT NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE ANY RESULTS FROM OUR IDEAS AND TECHNIQUES IN OUR MATERIAL.

The author and publisher disclaim any warranties (express or implied), merchantability, or fitness for any particular purpose. The author and publisher shall in no event be held liable to any party for any direct, indirect, punitive, special, incidental or other consequential damages arising directly or indirectly from any use of this material, which is provided "as is", and without warranties.

As always, the advice of a competent legal, tax, accounting or other professional should be sought.

The author and publisher do not warrant the performance, effectiveness or applicability of any sites listed or linked to in this Website, Article or Program.

All links are for information purposes only and are not warranted for content, accuracy or any other implied or explicit purpose.

The material published/emailed to you are © copyrighted by TeamVinh.com. No part of those publications and/or communications may be copied, or changed in any format, sold, or used in any way other than what is outlined within the terms of this agreement, under any circumstances.

## **AFFILIATE AGREEMENT**

This agreement describes the entire terms and conditions for participation in the TeamVinh.com Affiliate Program. In this agreement, the term "Affiliate" refers to you (the applicant). Wherever the agreement refers to "you" or "your", it means "the Affiliate"; "we" or "our" refers to TeamVinh.com

### **Commissions**

You will receive compensation in accordance with TeamVinh's Compensation Plan "TCP": [www.TeamVinh.com/TCP.pdf](http://www.TeamVinh.com/TCP.pdf) from orders placed through your Affiliate Site (unless stated otherwise for a particular product). For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the product ordered. Commissions will only be paid on sales that are made through qualified Affiliate links.

### **Payment**

All affiliate commission payments will be sent via TeamVinh's eWallet Platform (or whichever platform that TeamVinh deems to be the most efficient for TeamVinh Members). If any order

that generated a referral fee is returned by the customer, or if there are any returned checks or charge backs, the amount will be deducted from the next payment.

### **Order Fulfillment**

TeamVinh.com will be solely responsible for processing every order placed by a customer on the Affiliate Site. You are not authorized to sell any of these products or services from your site as a "reseller" and no "resale" rights are granted in ANY way on these products or services unless otherwise noted.

### **Customers**

Customers who purchase products and services through the Affiliate Program will be deemed to be customers of TeamVinh.com. Accordingly, all rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our policies and operating procedures at any time. Prices and availability of our products and services may vary from time to time. TeamVinh.com policies will always determine the price paid by the customer.

### **Qualification for Commissions**

Affiliates must have an active link from their website to their Affiliate link in order to qualify for commissions.

### **Qualifying Sites**

TeamVinh.com reserves the right not to accept any site into the Affiliate Program based on site content. Sites that Do Not Qualify for the Affiliate Program include sites which:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- Violate intellectual property rights
- Unsolicited Commercial Email or SPAM

TeamVinh.com in no way participates in mass unsolicited emailing (i.e. spamming), and all Affiliates are expected to adhere to this policy as well. Violation of this policy will result in the termination of this contract and immediate dismissal from the TeamVinh.com Affiliate Program, with no refund. **Bottom line: If you spam you're out!**

### **Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict this statement.

### **Term and Termination**

The term of this Agreement will begin when you accept and will end when terminated by either party. Either TeamVinh.com or you may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this

Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate's Web Site, all links to the TeamVinh.com Site, and all TeamVinh.com trademarks and logos, other TeamVinh.com Marks and all other materials provided in connection with this Agreement.

We may reject your application or terminate you if we determine (in our sole discretion) that your site is unsuitable for the Program for any reason, including, harmful, threatening, defamatory, obscene, sexually explicit harassing, or racially, ethically, or otherwise objectionable, such as sites that:

- Promote sexually explicit materials;
- Promote violence;
- Promote discrimination based on sex, religion, nationality, disability, sexual orientation, or age;
- Promote illegal activities; or
- Infringe or otherwise violate any copyright, trademark, or other intellectual property rights.

### **Limitation of Liability**

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to you under to this Agreement.

### **Disclaimers**

We make no express or implied warranties or representations with respect to the Affiliate Program or your potential to earn income from the Affiliate Program. In addition, we make no representation that the operation of our site or the Affiliate links will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. Please see the "DISCLAIMER" section of our website for further clarification.

### **Disputes**

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: The State of Minnesota, United States. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: The State of Minnesota, United States, under the rules of the applicable Arbitration Association, or within the Jurisdiction of the State of the active Corporate Office of TeamVinh.com. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so. Mediation will be shared equally by each of us.

### **Assignment**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

### **Miscellaneous**

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

**By signing up and joining TeamVinh.com, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.**