



Member Application and Agreement

Terms and Conditions

The following 7k Metals, LLC (“7k Metals”) Member Application and Agreement is a legal agreement between you and 7k Metals. 7K METALS IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THIS AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE [MEMBER AGREEMENT TERMS AND CONDITIONS](#). IN ORDER TO COMPLETE THE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THESE DOCUMENTS.

- 1.** I understand that as a 7k Metals Member I do not have the right to earn commissions until I have satisfied the sales requirements set forth in the 7k Metals Compensation Plan.
- 2.** By submitting this Member Application and Agreement that is accepted by 7k Metals, the Member consents to allow 7k Metals, its affiliates, and any related company to: (a) process and utilize the information submitted in the Member Application and Agreement (as amended from time to time) for business purposes related to the 7k Metals business; and (2) disclose, now or in the future, such Member information to companies which 7k Metals may, from time to time, deal with to deliver information to a Member to improve its marketing and promotional efforts. Members have the right to access their personal information via their respective back office, and to submit updates thereto.
- 3.** In consideration of the Company's acceptance of this Agreement, I agree and understand that if I subsequently elect to become an Independent Associate, I will be sponsored by the Associate who has enrolled me as a Member. In the event that I desire to be sponsored by a different Associate, I must submit a written request to the Company for a change of Sponsor prior to the submission of my Independent Associate Application and Agreement. Changes of Sponsor are highly discouraged and rarely permitted. Unless I receive written approval from 7k Metals to change my sponsor, my request will be deemed to be denied.
- 4.** The term of this agreement is one year (subject to prior cancellation pursuant to these Terms and Conditions). If I fail to annually renew my 7k Metals Member Agreement, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Member. 7k Metals reserves the right to terminate all Member Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Member may cancel this Agreement at any time, and for any reason, upon written notice to 7k Metals at its principal business address.
- 5.** 7k Metals, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and I release 7k Metals and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement.
- 6.** The Agreement, in its current form and as amended by 7k Metals at its discretion, constitutes the entire contract between 7k Metals and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- 7.** Any waiver by 7k Metals of any breach of the Agreement must be in writing and signed by an authorized officer of 7k Metals. Waiver by 7k Metals of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- 8.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.



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9. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho without regard to principles of conflicts of laws. In the event of a dispute between a Member and 7k Metals arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. 7k Metals shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Member. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. Notwithstanding the foregoing, 7k Metals shall be entitled to bring an action before the State or Federal Courts in Bonneville County, *State*, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.

10. The parties consent to jurisdiction and venue before any federal or state court in Bonneville County, State of Idaho, for purposes of enforcing an award by an arbitrator, an action by 7k Metals for equitable relief, or any other matter not subject to arbitration.

11. If a Member wishes to bring an action against 7k Metals for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against 7k Metals for such act or omission. **Member waives all claims that any other statute of limitations applies.**

I want to enroll as a Member. As a Member, I will be able to order products directly from 7k Metals and participate in the Optionship Program. I understand that the Optionship Order Program is a monthly recurring or “standing order” program that will automatically provide me with the products I select as my Optionship Order on selected day(s) of each month. I further understand that I may: (1) change, suspend, or terminate my Optionship Order at any time, and that such change, suspension, or termination must be submitted to 7k Metals via email support@7kmetals.com or fax 208-392-1090 (2) terminate this Member Agreement at any time, and that such termination must be submitted to 7k Metals via email support@7kmetals.com or fax 208-392-1090.

Automatic Renewal Option

The term of the Member Agreement is one year and may be renewed for successive one year terms on each anniversary date of the Agreement. If the Agreement is not renewed on each anniversary date, it will be cancelled and you will lose all rights as a 7k Metals Member. So that you do not inadvertently forget to renew and lose these benefits, 7k Metals offers an optional automatic renewal program. Your Member Agreement will automatically be renewed on each anniversary date and the renewal fee of \$250.00 will be charged to your credit card or debit card. You will be notified at least 30 days before your credit card or is charged. *The option to renew or not renew can be edited at any time in the 7k Metals Dashboard or by calling Customer Support.*

Electronic Signature/Submit Application

This Application will not be "signed" in the sense of a traditional paper document. To “sign” this Application, *complete the online application and indicate acceptance and your agreement to all provisions set forth in this document.* **By electronically “signing” below and clicking on the**



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“Submit” button, you: (1) certify that you are of legal age (the age of majority) in the state in which you reside; (2) authorize 7k Metals to charge the above identified credit card or debit card, your Membership fee; and (3) verify that you have carefully read and agree to abide by all of the terms set forth in the [Member Agreement Terms and Conditions](#). In the event your Application is accepted by 7k Metals, you will have the right to terminate the Agreement at any time, with or without reason.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above Order Date (FIVE BUSINESS [5] DAYS for Alaska residents and FIFTEEN [15] BUSINESS DAYS in North Dakota for individuals age 65 and older). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to 7k Metals, 2235 East 25th Street, Suite 290, Idaho Falls, Idaho 83404-1377, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer’s Signature _____

Date: _____

Buyers – photocopy or print TWO copies of this Agreement. If you elect to cancel your purchase, sign and return one copy to 7k Metals, and retain the second for your records.

7k Metals, 2235 East 25th Street, Suite 290, Idaho Falls, Idaho 83404-1377

Tel: (208) 502-0982 Email: support@7kmetals.com