



# PRE-LAUNCH Cyber Agency—Service Package

FUNDS OR AUTHORIZATION WILL NOT BE DEPOSITED OR PROCESSED UNTIL 3 DAYS AFTER WRITTEN OR ELECTRONIC NOTIFICATION HAS BEEN SENT TO YOU CONFIRMING SHIPPING OF SALES MATERIALS.

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Office: 714.378.2772 • Fax: 714.378.3962

FORM 1010-PRE PAGE 1

## Customer Information

Please print or type clearly. Incomplete documents will be returned.

Name (Last, First, Middle) \_\_\_\_\_ Cyber Agent ID Number(if applicable) \_\_\_\_\_

Entity/Corp Name (Please Note: If an entity or corporation, the principal owner or manager's information must be listed on name line)

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Social Security or EIN Number \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail \_\_\_\_\_

When purchasing the Cyber Agency, you have the option to 1) be located under the ACagent web address as a subdirectory. (Example: [www.ACSPORTS.COM/ChooseANameHere](http://www.ACSPORTS.COM/ChooseANameHere)) OR 2) choose your own internet address (example: [www.ChooseANameHere.com](http://www.ChooseANameHere.com)). If you choose to have your OWN internet address, your information will be submitted for registration to Network Solutions. You will be billed a \$70.00 2-year registration fee directly by Network Solutions. ACagent will charge a \$25.00 Domain Registration fee to manually register your domain name with Network Solutions. This fee will be charged to your selected method of payment below. If you choose to be located under the ACagent web address as a subdirectory, there is no registration fee charged.

Select Internet Address: 1)  Subdirectory: [www.ACSPORTS.COM/NELS](http://www.ACSPORTS.COM/NELS)  
2)  Own Address (list preferences): www.\_\_\_\_\_.com www.\_\_\_\_\_.com www.\_\_\_\_\_.com

## Selling Scout/Agent Information

Name (Last, First, Middle) \_\_\_\_\_ Phone Number \_\_\_\_\_ Cyber Agent Number \_\_\_\_\_

### Products

**CyberAgency: \$218.95 Wholesale**  
(Includes ACtax Reduction Solution, and \$45.00 at cost Success Training Kit)

Cost(s): \$ \_\_\_\_\_  
Sales Tax (if applicable) \$ \_\_\_\_\_  
\$25 Domain Registration Fee \$ \_\_\_\_\_  
Total Amount Due \$ \_\_\_\_\_

### Method of Payment (Check One):

Certified Funds  Check encl.  Credit Card (info below)  
(Make checks payable to ACagent only.)

### Credit Card Information

Visa  Mastercard  American Express

Card Number \_\_\_\_\_ Expire Date \_\_\_\_\_

Cardholder Name(as it appears on card) \_\_\_\_\_

Cardholder Billing Address \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

### Monthly Service Fee Schedule: (Check one only)

**CyberAgency Service Package.....\$49.00**  
(Includes: agency web hosting, agency maintenance, intellectual property enhancements, ACretail mall updates and additions, business office, technical support and cyber athlete membership benefits—see below)

**CyberAthlete Monthly Membership .....\$19.95**  
(Includes: game disk, ability to play games & enter tournament, entry to members only section, visa debit / cash card, designated player program)

All above monthly service fees will be activated automatically by ACsports/ACagent. You will be notified of your account information.

### Method of Payment (Check One):

Certified Funds  Check encl.  Credit Card (info below)

### Credit Card Information

Visa  Mastercard  American Express

Card Number \_\_\_\_\_ Expire Date \_\_\_\_\_

Cardholder Name(as it appears on card) \_\_\_\_\_

Cardholder Billing Address \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

## Terms and Conditions

Customer/Purchaser whose signature appears below hereby purchases the above described goods/services and agrees to all terms, conditions, pricing, and rules relating to the programs and services being purchased. **Customer has received a copy of Page 2 of this Agreement and understands and also agrees to all terms thereon.** Customer acknowledges receipt of a copy of this Agreement with the Buyer's Right to Cancel information filled in.

Signature of Customer/Purchaser \_\_\_\_\_

Date \_\_\_\_\_

## Buyer's Right to Cancel Notice (use only if canceling Agreement)

You may cancel this transaction, without penalty, or obligation, within three business days from the order date. Should you cancel, you must make available to Seller or Company (above) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract of 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 make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of this Notice, you may retain or dispose of the goods without any further obligation. If you fail to make goods available to Seller, then you remain liable for performance of all obligations under any agreement relevant to this sale between you and the Seller. To cancel this transaction, mail or deliver a signed and dated copy of this Notice or any other written notice, or send a telegram.

On this date \_\_\_\_\_, I, \_\_\_\_\_, hereby cancel this transaction.

Date \_\_\_\_\_

Purchaser's Signature(Only if Canceling) \_\_\_\_\_

**CYBER AGENCY—CYBER AGENCY SERVICE PACKAGE TERMS AND CONDITIONS**

1. ACagent (hereinafter “Company”) is a direct-selling company providing products for resale through independent contractors.
2. By completing purchase of the ACagent and subscribing to any supporting monthly services, the Customer (named on page one) becomes an owner of the product purchased and an authorized subscriber entitled to receive all benefits of the ongoing monthly program services, as long as monthly payments are kept current.
3. Customer agrees to all terms and conditions, policies and procedures pertinent to the program purchased as they currently exist and as they may be modified by Company. Such modifications shall be effective upon electronic notification to Customer or posting on Company's website.
4. Access to and content delivered through ACagent websites, web malls and other related program features are called the “Service” under these Terms and Conditions.
5. Source access may be limited at times at the sole discretion of the Service Provider and for any reason.
6. Customer expressly agrees that use of service is at Customer's sole risk. Neither Service Provider, Company, nor any subsidiary, affiliate, information, service or communication provider, licensor, employee, or agent:
  - a) Warrants that Service will be uninterrupted or error free or that the information provided will be accurate, complete or current;
  - b) Makes any warranty as to any results to be obtained from use of Service;
  - c) Is responsible for any loss or injury whatsoever caused in whole or part for any cause related to service, including, but not limited to, procuring, editing, reporting, writing, compiling, interpreting, or delivering the service;
  - d) Is liable for any direct, indirect, incidental, special or consequential damages relating to use of Service;
  - e) Has any liability whatsoever except as provided by law, and then such liability is limited to the smallest extent permitted by law.
7. Customer agrees to hold Service Provider, and all others enumerated in paragraph 6, harmless against any and all direct or indirect liability arising out of this Agreement.
8. Customer agrees that Service features, contents and information are the property of Company, Service Provider and/or their affiliates and are protected by copyright and other laws. Trademarks appearing on the Service are proprietary to their respective companies.
9. Customers may store, analyze, manipulate, display and print information on Service for individual use only. They shall not publish, retransmit, copy, or reproduce any part of contents on Service to anyone else in any manner, nor use any contents in connection with another business or commercial enterprise, or use or permit its use for any unlawful purpose.
10. Customer cannot assign rights under the Agreement without prior written consent of Company.
11. Customer is responsible for maintaining confidentiality of passwords and access keys and is liable for unauthorized use and charges resulting from such use.
12. Customer authorizes Company to withdraw the monthly service fee(s) from the accounts stated on the reverse side according to the following terms:
  - a) Debits will be made on a monthly basis beginning on the first day of activation of monthly service fees and continuing each 30 days thereafter;
  - b) Either party may terminate this debit authorization by giving the other party notice at least 30 days prior to the next scheduled debit;
  - c) Company reserves the right to charge up to \$20 in fees for each returned or dishonored check, or funds transfer;
  - d) Dishonored debits may result in holds on Service or, if not rectified, cancellation.
13. Any controversy, claim, action, or lawsuit relating to or arising out of this Agreement, Company Rules, policies or procedures, or any other disagreement between the parties shall be resolved by arbitration in accordance with the Rules for Commercial Arbitration of the American Arbitration Association. Arbitration will be held in Maricopa County, State of Arizona. Judgment upon the award rendered may be entered in any court of competent jurisdiction. In the event this arbitration provision is declared invalid or unenforceable for any reason, the parties agree that venue and jurisdiction shall be in the courts of the State of Arizona, Maricopa County or applicable Federal courts serving this jurisdiction. This Agreement is governed by the laws of the State of Arizona.
14. Customer agrees to pay any and all costs, including attorney's fees, incurred by the Company as a result of any violation of this Agreement or any Rule, policy or procedure of the Company or any other dispute between Company and Customer. In the event any portion of this Agreement at any time, for any reason, is determined to be void or superseded, the provisions of this paragraph shall survive.