

# MEMBERSHIP AGREEMENT



## TERMS AND CONDITIONS OF THE MEMBERSHIP

Please note that you may cancel your free membership by simply sending us notification of the cancellation of your membership to [info@iceclub.biz](mailto:info@iceclub.biz)

### ICE CLUB MEMBERSHIP AGREEMENT

This Agreement (the "Agreement") is between ALPROF MARKETING CC, called the one party, and hereafter referred to as ALPROF, or ICE CLUB, and the ICE CLUB MEMBER, called the other party, and hereafter also referred to as the MEMBER. These titles may be used interchangeably, but for the purpose of this Agreement ALPROF, ICE CLUB, "us" and "we" will be used to indicate the one party and the other party will be indicated as the MEMBER, ICE CLUB MEMBER or "you."

#### **THE PARTIES NOW AGREE AS FOLLOWS:**

1. This Agreement sets forth the legal terms and conditions of ICE CLUB MEMBERSHIP, and the Member's participation in the ICE PROFIT SHARING PROGRAM.

- 1.1 You may cancel this Agreement at any time by giving written notice to ICE CLUB.

2. **MODIFICATION**

- 2.1 We reserve the right at any time to

- 2.1.1 Make changes to this Agreement

- 2.1.2 Make any enhancement or modification to the WEBSITE

- 2.2 Any changes to this Agreement will be effective immediately upon notice which may be given to you via email or display on the ICE CLUB WEBSITE.

- 2.3 We will only change this Agreement if we are of the opinion that such changes will enhance the benefits of membership and ensure a smoother operation of the ICE Profit-Sharing Program.

3. **ACCESS**

- 3.1 It is your responsibility to obtain access to the internet in order to use the ICE CLUB WEBSITE. All costs associated with the obtaining of this internet access and the use of the Website will be for your own account. We have no responsibility or liability for any errors or failures relating to the malfunction or failure of your hardware or software, or the ICE CLUB WEBSITE. You are responsible to ensure that the use of your USERNAME is done correctly and your personal profile is always 100% up to date.

4. **MEMBERSHIP**

- 4.1 Membership is free. Therefore there is no financial risk attached to ICE CLUB membership

- 4.2 Any individual 16 years and older may register as a free ICE CLUB member.

- 4.3 You must identify yourself as an ICE CLUB MEMBER before you do business with ICE SERVICE PROVIDERS to avoid any misunderstanding regarding referral commission that Service Providers must pay to ICE CLUB on business they do with ICE CLUB MEMBERS in terms of the Agreement they have signed with us. This will ensure that you receive "Ice Cubes"(see par.5 ) on the business you and the friends and family whom YOU have introduced to ICE CLUB do with the Service Providers on the ICE PANEL OF SERVICE PROVIDERS.

5. "ICE CUBES" is the ICE CLUB rewards currency.

- 5.1 ICE CLUB uses the term "Ice Cubes" to indicate the value of commission that members earn on business they and the members they have introduced to ICE CLUB do with the Service Providers on the ICE PANEL OF SERVICE PROVIDERS.

- 5.2 Because "Ice Cubes" will be used internationally when ICE CLUB expands to overseas countries, our marketing material can be standardized.

- 5.3 The value of one ICE CUBE = R1,00 in South Africa. When used internationally, it will be converted to the legal currency of that particular country.

6. **REFERRAL COMMISSION**

- 6.1 Any ICE CLUB MEMBER, or DEVELOPER, may introduce an unlimited number of new members to ICE CLUB (see 7.3&5). These FREE members are potential leads for ICE SERVICE PROVIDERS; they might want to do their normal business with them.

- 6.2 "Ice Cubes", however, will only be paid as Referral Commission on business actually done by ICE CLUB MEMBERS with ICE SERVICE PROVIDERS. There is no immediate financial benefit to you in respect of members who have only registered as ICE CLUB MEMBERS without doing any personal business with one or



more ICE SERVICE PROVIDER.

6.3 Commission is payable on a monthly basis.

6.4 If you have registered as an ICE CLUB MEMBER, and have as yet not done any personal business with an ICE SERVICE PROVIDER, you will still qualify for the referral commission on business that the ICE CLUB MEMBERS whom you have introduced, have done with ICE Service Providers.

6.5 Payment of Referral Commission will only take place once ICE CLUB has received the referral commission from the ICE SERVICE PROVIDER concerned and the amount has been deposited into ALPROF'S bank account. There shall be no claim whatsoever against ICE CLUB until the commission has actually been deposited into ALPROF'S bank account and the deposit cleared by the bank.

6.6 The percentage "Ice Cubes" paid to you on your own business, as well as the business that was done by the members you have personally introduced to the ICE CLUB PROFIT-SHARING PROGRAM is fixed. However, the actual commission ICE CLUB receives from ICE SERVICE PROVIDERS may vary as this will be determined by the type of service or product that was applicable in a specific transaction and the actual commission/income earned by the Service Provider on that transaction.

6.7 The commission amounts used in all ICE CLUB marketing material are for illustrative purposes only and are based on the commission earned on a hypothetical transaction with specific commission content, which is usually the highest percentage available. Actual commission could therefore vary.

6.8 You are under no obligation to support the Service Providers on the ICE PANEL. However, you will not earn Ice Cubes unless you, or the members introduced by you, do business with the ICE Service Providers.

## 7. UPGRADING

You may upgrade to an ICE BUSINESS OWNER (IBO), consisting of a DEVELOPER, a SOURCE and an ABU, by registering the required number of free members as set out below.

7.1 You may upgrade to a DEVELOPER at no cost to you, by personally referring a

minimum of 10 (ten) new members to ICE CLUB. The upgrade will take place automatically when your 10 free members have been registered.

7.1.1 All subsequent members you introduce to ICE Club will be registered in your newest DEVELOPER CELL.

7.2 You may upgrade from a DEVELOPER to a SOURCE, at no cost to you, by personally referring 30 new free members in your new Developer Cell;

7.2.1 In addition, at least 4 members in your Developer Cell have to upgrade to a Developer before your upgrade to a SOURCE becomes effective.

7.3 You may upgrade from a SOURCE to an ABU, at no cost to you, by personally registering 30 new free ICE Club members in your Source-DEVELOPER CELL;

7.3.1 In addition, at least eight of the free members in your Source-DEVELOPER CELL have to upgrade successfully to a DEVELOPER before your upgrade to an ABU becomes effective.

7.4 You will earn Referral Commission on the business the free members whom you have personally introduced to ICE Club in the Developer Cell in which you originally registered a free member, do with ICE SERVICE PROVIDERS. The Referral Commission is also applicable to the business of the members you have personally introduced in your own DEVELOPER CELL to which you have upgraded - as well as your Source-DEVELOPER CELL and your ABU-DEVELOPER CELL to which you have upgraded.

7.5 When you qualify as an IBO, you may NOT transfer yourself, or any of your own registered members, to your new IBO'S DEVELOPER CELL. All your existing members will remain in the DEVELOPER CELL in which they have originally been registered as ICE CLUB members.

7.6 A free member also has the option to upgrade immediately to a SOURCE or an ABU by paying the relevant purchase price.



## **8. REGISTRATION**

- 8.1 ICE Club members can only be registered in the Developer Cell of the Members who introduced them.
- 8.2 A new ICE CLUB MEMBER cannot be registered without the REFERRING MEMBER'S USERNAME.
- 8.3 An ICE CLUB Member is permanently linked to the ICE CLUB MEMBER who referred him/her to ICE CLUB, within the DEVELOPER CELL where the referring member is registered.

## **9. COMMISSION PAYMENTS**

- 9.1 Irreversible transactions such as property sales and home loans where a single payment was made to finalise the transaction, earn commission for ICE CLUB which cannot be reversed, unless there are unusual circumstances that lead to a reversal of the transaction. On these transactions the total referral commission due to you will be paid on the monthly commission date which is the 7th day of each month, in respect of commission that we have received by the 15th of the previous month.
- 9.2 Reversible transactions such as life assurance, earn referral commission which will only be paid to the member and the other positions concerned, after SIX (6) monthly premiums have been paid.
  - 9.2.1 Because of the risk of lapses in respect of life assurance policies which affect profit sharing and referral commission, any further commission (second year, premium increases, etc) will NOT form part of the ICE PROFIT SHARING PROGRAM. In addition, should the basic assurance policy lapse within the first twenty four months, it will be withdrawn from the profit sharing program and will not be included in the program again even if the policy has been reinstated. The administrative challenges in respect of lapsed policies that form part of the ICE PROFIT SHARING PROGRAM, force us to implement these strict conditions. If, in spite of the precautions taken as discussed above, there should be a lapse where part of the commission

had already been paid to the ICE CLUB MEMBER, then the member will refund to ICE CLUB on demand his/her outstanding portion of the amount of commission that was reversed.

- 9.3 In order to transfer the commission from your commission suspense account into your bank account, you must have a minimum balance of R300,00 (three hundred rand) in your commission suspense account with ICE CLUB.

## **10. INDEPENDENT RECRUITER**

- 10.1 When you refer potential members and clients to us, you are acting as an independent contractor.
- 10.2 All referral and Introducers commission due to you less 25% income tax will be credited to your ICE CLUB commission suspense account.
- 10.3 In terms of the requirements of SARS, we may not pay out your commission to you unless you have provided us with your valid Income Tax number. You must update your profile on our website yourself with the relevant information and keep your information up to date.
- 10.4 Nothing in this Agreement, whether expressed or implied, shall be construed as creating a relationship of employer and employee between the parties. You are furthermore not an agent of ICE CLUB or any of its subsidiaries or related business entities and shall have no authority to bind ICE CLUB to any agreement without obtaining the prior written authority of ICE CLUB'S executive management.

## **11. BANKING PARTICULARS OF THE MEMBER**

- 11.1 This information is required for crediting of profit-sharing and referral commission to the MEMBER'S bank account.
- 11.2 You are required to enter your banking details in the relevant form on our website.

# MEMBERSHIP AGREEMENT



## 12. NOTICES AND DOMICILIUM

For all purposes arising out of or in connection with this Agreement, the parties choose as their domicilium citandi et executandi the following addresses:

**ALPROF ICE CLUB:**  
76 MONUMENT RD  
KEMPTON PARK  
1620

**MEMBER:**  
The most recent address appearing in the Member's Profile

It is the responsibility of the parties to ensure that any changes to these addresses are properly and timeously communicated to the other party.

## 13. INDEMNITY

13.1 You agree to indemnify and hold ICE CLUB harmless against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses or other liability caused, whether negligently or otherwise, by your non-observance or non-compliance of your duties and obligations in terms of this agreement.

13.2 The security of your financial information is of paramount importance to ICE CLUB and all reasonable steps are taken to ensure the protection of your personal information. However, it is your responsibility to ensure that the normal safety precautions are taken by you in conjunction with your bank, in order to minimize the risk of illegal access to your account with them. You agree to indemnify ICE CLUB against all losses incurred due to unauthorized access to your account with your bank. REMEMBER; NEVER GIVE YOUR BANK PIN AND PASSWORD, OR YOUR ICE CLUB PASSWORD, TO ANYONE!

## 14. INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

14.1 The intellectual property rights in respect of the ICE Profit-Sharing Program and products are and remain the exclusive

property of ICE CLUB.

14.2 You, the ICE CLUB MEMBER, acknowledge that:

14.2.1 For the duration of this Agreement, you may, by using our WEBSITE and other Offerings, be given access to and come into possession of trade secrets and confidential information which is proprietary to ALPROF ICE CLUB ("the confidential information"). For the purpose of this clause, "the confidential information" shall include, but shall not be limited to, the techniques, know-how, methods of marketing, operating costs and names of clients and potential clients registered as ICE CLUB MEMBERS; and

14.2.2 the unauthorised disclosure of the confidential information may give rise to irreparable damage to ICE CLUB

14.3 Accordingly, you undertake that:

14.3.1 Any confidential information in your possession or under your control shall be maintained under conditions of strict confidentiality. In particular, you will not, directly or indirectly, use for your own benefit or for the benefit of any other person, any confidential information;

14.3.2 you will not disclose any confidential information to any other person without the prior written consent of ICE CLUB;

14.3.3 without the prior written consent of ICE CLUB, you will not use or copy any of the confidential information for any purpose other than for performing your obligations or exercising your rights in terms of this Agreement.

14.3.4 The provisions of this clause shall survive termination of this Agreement for any reason whatsoever.

## 15. OWNERSHIP AND RESTRICTION OF USE

15.1 ICE CLUB owns and operates the Website, Operational Systems, and other Offerings in conjunction with others pursuant to contractual arrangements. You may not copy, reproduce, republish, upload, transmit or distribute materials from the Site or other Offerings in any way without ICE CLUB'S prior written permission. You



may not modify any materials contained within the Site or other Offerings nor use any materials for any other purpose. You acknowledge that you do not acquire any ownership rights in any intellectual property through your use of the Site or other Offer.

15.2 We grant you a limited, non-exclusive, non-transferable, non-assignable license to use the content of the Site for the purpose of viewing the Site or other Offerings in the course of using the Internet. Subject to the foregoing license, you may not make a temporary or permanent copy of the Site or other Offerings or any Content, on any media or for any purpose whatsoever.

15.3 We do not transfer the title to any Content to you. We retain all right, title and interest in all Content. You may not sell, resell, decompile, reverse engineer, disassemble or otherwise translate any of the software portions of the Site or other Offerings to a human-readable form.

## 16. TERMINATION

16.1 Either party shall be entitled to terminate this Agreement, by notice in writing, for the following reasons:-

16.1.1 If you breach any of the provisions of this Agreement, or fail to comply with the rules of ICE CLUB, and fail to remedy such breach or failure within 7 (seven) days of written notice of ICE CLUB requiring you to do so.

16.1.2 If you commit any act which in the reasonable opinion of ICE CLUB adversely affects or is reasonably likely to affect the goodwill or reputation of ICE CLUB or any of its employees, contractors or members.

16.1.3 Any reason ICE CLUB deems appropriate.

16.2 If this Agreement is terminated in terms of clause 16.1.2, you will forfeit the right to receive any referral commission, other commission or loyalty bonuses in terms of this Agreement after its termination.

16.3 Should the Agreement be terminated for any other reason not mentioned in clause 16.1.2 you will, subject to clause 17, continue to be entitled to receive from ICE CLUB the referral commission, other commission and loyalty bonuses you are

entitled to in terms of the ICE PROFIT SHARING PROGRAM rules, notwithstanding the termination of this Agreement<sup>1</sup>

## 17. TERMINATION BY DEATH OR SEQUESTRATION

17.1 This Agreement is automatically terminated on the date the MEMBER dies or is sequestered.

17.2 However, the Member may at any time nominate one, or at a maximum two, beneficiaries, whether individuals, organization such as churches or welfare organizations, or trusts. ICE CLUB will then enter into a new agreement with the beneficiaries in terms of which any Referral commission and Profit -sharing earned in his/her capacity as free Member, Developer, Source or ABU, on the business done with ICE SERVICE PROVIDERS by the existing members, referred by the member, as well as new members registered after the date of death or sequestration, will be transferred to the nominated beneficiaries according to the percentages specified by the MEMBER. The beneficiaries will then have to fulfill their responsibilities in terms of the new standard Member Agreement.

17.2.1 If, for any reason, a beneficiary does not, or cannot, accept the nomination as beneficiary, then the second nominated beneficiary will become the sole beneficiary of the referral commission or profit-sharing income mentioned in paragraph 16.3.

17.2.2 If there are no beneficiaries who qualify for the income in terms of this agreement, then ICE CLUB will appoint a welfare organization of its choice as beneficiary.

17.2.2.1 However, any outstanding remuneration on existing business will be credited to the deceased member's estate or his/her insolvent estate.

17.2.3 Should the legal rules at any time prevent us from implementing the above procedures, the rules will be adapted to conform to the legal requirements.



## **18. RESTRAINT**

18.1 You, the ICE CLUB Member, undertake that, for the duration of this Agreement and for a period of 12 (twelve) months from the date of termination of this Agreement, you will not, without the written consent of ICE CLUB either directly or indirectly, persuade, induce, encourage, or procure any employee of ICE CLUB who occupied such position within the last 12 (twelve) months:

- 18.1.1 To become employed by or interested in any manner whatsoever in any field or activity in which ICE CLUB participates.
- 18.1.2 To terminate his or her employment or position with ICE CLUB.

## **19. MISCELLANEOUS**

19.1 This Agreement, read with the ICE PROFIT-SHARING PROGRAM rules contains the entire agreement between the parties and neither party shall be bound by any undertaking, representations or warranties not recorded in this Agreement. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless it is reduced to writing and signed by ICE CLUB.

19.2 This Agreement is made on a personal basis and you will not cede, assign, transfer, part with or alienate any of your rights, obligations or interests in terms of this Agreement without ICE CLUB'S prior written consent.

19.3 You acknowledge that you may not publish, sell or distribute any advertising, training or other material or conduct any marketing activities related to or in connection with the ICE PROFIT-SHARING PROGRAM, its marketing methods or products without the written consent of ICE CLUB.

19.4 No indulgence granted by either party shall constitute a waiver of any of that party's rights under this Agreement. Accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which it may have or which may arise.

19.5 Both parties consent to the jurisdiction of

the Magistrate's Court having territorial jurisdiction in terms of Section 45 of the Magistrates Court Act, 1994, over all disputes and legal proceedings arising from this Agreement, notwithstanding that the cause of action may otherwise fall outside the jurisdiction of such Court. Both parties may however elect to institute proceedings at its discretion in any other Court of competent jurisdiction. Should the parties agree thereto in writing, any construction of this Agreement or the rights, duties, or obligations of either party hereunder, or any matter arising out of or concerning same, or any other dispute or matter, including any dispute arising out of the exercise of any party's rights in terms of this Agreement; such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 42 of 1965.