Fill in this information to identify the case:

Debtor 1: TelexFree, LLC

Debtor 2 (Spouse, if filing):

United States Bankruptcy Court for the: District of Massachusetts, Boston Division

Case number: 14-40987

E-Filed on 06/01/2016
Claim # 32

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Rochelle Parker and William Parker
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor: JISL

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Rochelle Latrece Parker Name	Name
5708 NE HIDDEN MEADOW DR Number Street	Number Street
LEES SUMMIT Missouri 64064-2341 City State ZIP Code	City State ZIP Code
Contact phone 8167283344	Contact phone
Contact email rochelle.parker@ymail.com	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

☐ No
☑ Yes. Claim number on court claims registry (if known) 919 Filed on 5/17/2014
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give information about the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. How much is the claim? $ 8,672.59 **Does this amount include interest or other charges?**

☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Amount invested

9. Is all or part of the claim secured?

☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____.

Annual Interest Rate (when case was filed) _____%

☐ Fixed
☐ Variable

10. Is this claim based on a lease?

☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 0.00

11. Is this claim subject to a right of setoff?

☑ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$ 0.00
☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. §507(a)(7).	$ 0.00
☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$ 0.00
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$ 0.00
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$ 0.00
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$ 0.00

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☑ No

☐ Yes. **Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.** $ 0.00

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/01/2016
MM / DD / YYYY

Rochelle Parker
Signature

Print the name of the person who is completing and signing this claim:

Name Rochelle Parker
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

_____
City State ZIP Code

Contact phone _____ Email _____

Attachment 1 - TelexFree_Retention_Agreement.pdf
Description - Original claim form filed

DocuSign Envelope ID: 7F3C32BA-1B77-49C9-8560-05E677EC965A

Rochelle Parker

rochelle.parker@ymail.com

Physical Address: [Where you like to receive your mail]

Address, Suite Number 5708 NE HIDDEN MEADOW DRIVE

City, State, Zip Code OR
City, Country, Mail code LEE'S SUMMIT, MO 64064

Telephone Number: 816-728-3344

Nickname (s) with TelexFree:

JISL, JISL1, JISL2, JISL3, JISL4, JISL5, JISL6, JISL7, JISL8, JISL9, JISL10

Account Number (s) with TelexFree:

JISL, JISL1, JISL2, JISL3, JISL4, JISL5, JISL6, JISL7, JISL8, JISL9, JISL10

Total Money Invested in TelexFree: $18,975

Total Money Received from TelexFree: $10,302.41

From October 15, 2013 Through April 13, 2014, How Much Money Did You Earn from TelexFree? $10,302.41

Do You Have a Copy of the Last Invoice or Email Summary Received from TelexFree? NO

If Yes, Please send by e-mail to Priscilla@schwartzlawyers.com

OR by mail to: The Schwartz Law Firm
Attn: Priscilla Shaikh
6623 S. Las Vegas Boulevard, Ste. 300
Las Vegas, NV 89119

DocuSign Envelope ID: 7F3C32BA-1B77-49C9-8560-05E677EC965A

Schwartz
LAW FIRM

Samuel A. Schwartz, Esq.*
Bryan A. Lindsey, Esq.
Emelia Allen, Esq.

*Also licensed in Arizona, Florida and Illinois.

Matter

Rochelle Parker

5708 NE HIDDEN MEADOW DRIVE

LEE'S SUMMIT, MO 64064

Re: Legal Services

This Standard Engagement Letter describes the terms upon which the The Schwartz Law Firm, Inc. will provide legal services to you ("**You**"), and bill You for those services. The purpose of this letter is to set forth the scope of our proposed engagement as legal counsel to You, to confirm that we are in mutual agreement with respect to the same, to set forth the financial arrangements pursuant to our engagement and to verify Your approval of such financial arrangements, as follows:

1. **Professional Undertaking**: Our goal is to provide You with quality legal services, on schedule and at a reasonable cost. Using our professional judgment, we will endeavor to assign work on Your behalf to those attorneys and other personnel that we deem appropriate under the circumstances. Although we will do our best to serve You effectively, we cannot guarantee success. Any questions or concerns related to our services should be directed to us at once. Specifically, You requested our services in connection with the TelexFree, LLC bankruptcy, Case No. 14-12525, as follows:

   - **Proof of Claim Filing Service - $99.00**

   We will prepare, review and file a proof of claim in the bankruptcy case on Your behalf, for a one-time, singe fee of $99.00. In order to obtain this service at this price, Your documents must be signed and the fee must be paid prior to July 1, 2014. Your proof of claim will be based on the information you provide us, and as we request.

2. **Hourly Fees**: Generally, our fees for services are calculated based upon the applicable hourly rates for the attorneys and legal assistants who do the work. In Your case, however, we are providing our services on a fixed, non-refundable rate. Therefore, you will not be billed hourly by our attorneys. Our services will begin once the $99.00 flat fee is received.

3. **Costs**: Due to the nature of our representation in your case, the costs will be included in the amounts paid above.

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4. **Billing Statements**: Generally, our statements are prepared and mailed on a monthly basis, however, in this case you are paying a fixed, non-refundable fee, so no billing statements will be sent.

5. **Termination**: You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give You reasonable notice to arrange alternative representation. In either event, fees and costs incurred on or before the date of termination must be paid, if at all, as described in this letter. With respect to the proof of claim service alone, our representation of You will terminate after we file Your claim and send You verification of the filing.

6. **Special Arrangements**: Special arrangements, if any, governing the basis on which we will provide and bill legal services to You and varying from or expanding upon the general arrangements set forth in this Engagement Letter will be governed in a separate agreement. Specifically, if You are individually the target of any litigation during the bankruptcy case, a separate contract will have to be executed between You and the firm.

If this letter correctly sets forth Your understanding of the scope of the services to be rendered by The Schwartz Law Firm, Inc., and if the terms of the engagement are satisfactory, please execute and return a copy of this letter. We look forward to working with You, and thank You once again for the opportunity to be of service.

Very truly yours,
THE SCHWARTZ LAW FIRM

Samuel A. Schwartz, Esq.

Rochelle Parker

DocuSign Envelope ID: 7F3C32BA-1B77-49C9-8560-05E677EC965A

Schwartz
LAW FIRM

Samuel A. Schwartz, Esq.*
Bryan A. Lindsey, Esq.
Emelia Allen, Esq.

*Also licensed in Arizona, Florida and Illinois.

Rochelle Parker

5708 NE HIDDEN MEADOW DRIVE

LEE'S SUMMIT, MO 64064

Re: Representation of the Other Parties in the TelexFree Bankruptcy Case

You are retaining us to represent you in the TelexFree, LLC bankruptcy case. Other individuals and entities also asked our firm to represent them in connection with the bankruptcy case, including filing proofs of claim on their behalf, and representing their interests during the bankruptcy (collectively, the "**Other Parties**"). At this time, we do not believe any conflicts exist between our firm, you and the Other Parties.

WAIVER OF THE SCHWARTZ LAW FIRM'S REPRESENTATION OF THE OTHER PARTIES

In the event that any of the Other Parties or any of their affiliates take a position adverse to you in the bankruptcy cases, you hereby expressly waive any such conflict or potential conflict of interest. The Schwartz Law Firm reserves the right to cease its representation of any party upon providing reasonable notice at the time the conflict is determined. You further expressly consent to, and waive your right to object to The Schwartz Law Firm's continued representation of the Other Parties in the TelexFree bankruptcy cases, even if The Schwartz Law Firm ceases to represent you. Further, you agree you will not, and expressly waive your right to seek to disqualify The Schwartz Law Firm, on any basis, from representing the Other Parties in connection with the TelexFree bankruptcy case.

CONSENT TO WAIVER OF CONFLICT

Rochelle Parker

Attachment 2 - telexfree_contract3_en.pdf
Description - Telexfree contract

Contents

I-THE PARTIES AND MEMBERSHIP 1
1.1 THE CONTRACTOR 1
1.2 THE CONTRACTING PARTY 1
1.3 MEMBERSHIP 1
II-PURPOSE 1
2.1 ACTIVITIES-AIM OF CONTRACTOR 1
2.2 PURPOSE OF THIS CONTRACT 2
2.2.1 Synthesis of legal relationship 2
2.2.2 Scope of services 2
2.2.3 Limits of the obligations of TELEXFREE 2
2.3 SUPPORT SERVICES AND LIABILITYDTELEXFREE 3
2.4 RELATIONSHIP REGIMEN 3
2.5 – REQUIREMENTS FOR ENTRY AND STAYING IN THE MULTILEVEL MARKETING SYSTEM 4
2.6 ETHICAL PRINCIPLES 1
3 - ATTRIBUTIONS AND DUTIES OF THE CLIENT/MEMBER 1
4 - REMUNERATION AND PAYMENT METHOD 1
5 – TELEXFREE ADVERTISING CENTRAL - ADCentral or ADCentral FAMILY 1
6 - BINARY PLAN QUALIFICATION – Earnings from Binary Cycles: 1
7 - INDIRECT EARNINGS FROM ADVERTISING REVENUE 1
9 - INDIRECT EARNINGS FROM SERVICE AND QUALIFICATION 2
9.1 – ACCESS TO VOIP SERVICE AND REVENUES THROUGH USE 2
10 - CANCELLATION AND BLOCKAGE OF REGISTRATION 2
11 – INTELLECTUAL PROPERTY RIGHTS 2
12 - LINKS TO SITES OF THIRD PARTIES 3
13 - FINAL PROVISIONS 3

I-THE PARTIES AND MEMBERSHIP

1.1 THE CONTRACTOR

TelexFREE, LLC, 4705 S. Durango Dr. #100 Las Vegas, Nevada*1.2 THE CONTRACTING PARTY*

A natural person who has voluntarily filled out his particulars, including their Tax ID , registering his agreement with all these clauses after declaring that he understands the entire content of this instrument through his acceptance over the internet, at the website www.telexfree.com, by signing this contract, hereinafter referred to as the Member.

1.3 MEMBERSHIP

1.3.1 The parties identified above confirm that they are fully aware of the content of this instrument and that, pursuant to the best form of the law, by their own free and spontaneous will, to express their agreement they do sign this advertising and communications service subscription agreement, with the following clauses and conditions.II-PURPOSE

2.1 ACTIVITIES-AIM OF CONTRACTOR

2.1.1 The CONTRACTOR, doing business as TELEXFREE, is engaged in activities of business promotion, brokerage and business agent services, developing a network of promoters, providing them with training, support materials, oversight, follow-up and support, and also remunerating them based on the logical structure of binary multilevel marketing on behalf of TELEXFREE INC, pursuant to a specific contract between them.

2.1.2 TELEXFREE INC, from its headquarters in , MarlboroMassachusetts (U.S.), on the basis of an operating contract between the latter and the CONTRACTOR (YMPACTUS), has as its primary activity VOIP telephony, using its equipment installed at its headquarters in Massachusetts, where it makes the necessary connections for these calls; it also provides virtual media, through the website www.telexfree.com to associates and to the PROMOTERS that YMPACTUS/TELEXFREE coordinates and controls, including the respective publicity channels.

2.2 PURPOSE OF THIS CONTRACT

2.2.1 Synthesis of the legal relationship

The user, by accessing the website of TELEXFREE.COM can become a member through payment of the respective fee, which will provide access to the TelexFREE Multilevel Marketing network for the period of one year, without extension or renewal. At this stage, the member is called a PARTNER. The PARTNER will have the right to acquire, at an exclusive discount, products that

are offered on the website www.telexfree.com, with the principal VOIP telephony accounts called 99TELEXFREE. The PARTNER, upon acquiring them in the form of a kit (ADCENTRAL or FAMILY kit) assumes the title of PROMOTER and, as such, receives a space on the site www.telexfree.com to promote the products/services that he has acquired. He also receives training and access to materials also made available on the TELEXFREE website so that he can undertake to promote the latter and avail himself of the opportunity to be a PARTNER and PROMOTER to others in his circle of relationships. All activities are performed by the PARTNER/PROMOTER without any employment relationship, and they are able individually to manage the team and the resources it seeks to make available for such purpose, of their own free will. For the promotion of products/services he will receive a bonus in direct proportion to his results, based on the levels explained in a separate section in these GENERAL REGULATIONS. He must obey all the clauses of these GENERAL REGULATIONS so that the name of TELEXFREE and the juridical persons associated with it remain unblemished.

2.2.2 Scope of services

2.2.2.1 – Upon becoming a member, the natural person in question can acquire the kit of VOIP accounts. In doing so, he shall assume the title of PROMOTER and, at this stage, he is to be provided with a channel for virtual broadcasting – the website www.telexfree.com – so that he can post his announcements. If he wishes to post them daily, and manages to do so without interruption, he shall receive remuneration for each seven-day cycle, considering that, in addition to promoting the sale of the kits of products/services that he has acquired, he is also promoting the TELEXFREE brand. The form of remuneration is explained in a separate section of these GENERAL REGULATIONS

2.2.2.2 – While this contract is in force, the PROMOTER shall have unlimited access to the content of the tools intended for his use, as long as they are used in a manner that is in keeping with the TERMS OF USE AND THE PRIVACY POLICY available at the site of the advertisers and the CONTRACTOR, TELEXFREE.

2.2.2.3 - Access to virtual tools shall only be given to promoters who have fulfilled all the essential requirements, a process also referred to as ‘qualification,’ which is discussed below.

2.2.3 Limits of the obligations of TELEXFREE

2.2.3.1 – The supplying of printed material such as calling cards, pamphlets, folders or even panels, banners or variations thereof for advertising are not included in the services and materials supplied by TELEXFREE or its advertisers, and neither is underwriting provided for any meetings that PROMOTERS, individually or in groups, may organize.

2.2.3.2 - The supplying of the materials indicated above can, however, be arranged as a matter of generosity by TELEXFREE, the advertisers or any related entity, which shall not imply a binding link or the acquisition of a right. It may also provide them through reimbursement of the respective cost for all promoters, for optimization of scale, for cases in which there is an express prior agreement in writing between the parties to this effect.

2.3 SUPPORT SERVICES AND LIABILITY OF TELEXFREE

2.3.1 - THE PROMOTER shall have everything necessary so that he can commence and undertake his activities in the MULTILEVEL MARKETING system, and will be provided with oversight of the results obtained in the respective system where he is operating.

2.3.2 However, in the event of failures of public utilities to supply electricity that overwhelm TELEXFREE's own capacity to keep the energy grid for its systems up and running, and moreover, in the event of an interruption of internet services or the effects of cataclysmic events, inasmuch as *force majeure* or acts of God are involved, TELEXFREE assumes no liability for solving the problem of resuming the operation of the site and the services associated with it.

2.3.2.1 In such cases, PROMOTERS must await the return to normality of public services to recommence their activities.

2.3.2.2 For as long as situations resulting from acts of God and *force majeure* may persist that prevent the TELEXFREE site from being made available (when the site is off the air) the PROMOTERS shall not incur any loss for failure to post daily advertisements. This exception, however, does not apply in cases where a parallel situation occurs on the premises of the PROMOTER, unless the fact is commonly known or proven by a document issued by the service provider, covering all of the 24 hours in the period when the activity (posting of the advertisement) is supposed to take place.

2.3.2.3 Schedules for the posting of ads or for any operation that uses the TELEXFREE system shall be those of its servers in Boston (Eastern Time Zone).

2.3.3 - THE PROMOTER does not have any liability for the services and/or products of the ADVERTISERS, since such liability is assumed directly by the latter.

2.4 RELATIONSHIP REGIMEN

2.4.1 –PROMOTERS do not have an employment relationship, inasmuch as their working regimen is autonomous, free of any imposition of routines, goals or regularity, and there is no hierarchical relationship, since they can establish on their own the pace, routine, or geographic area, and must, however, diligently seek to preserve the good name, image and brand of TELEXFREE and its advertisers or suppliers of products and services.

2.4.2 – The remuneration received by PROMOTERS involves the bonuses and commissions earned by applying the binary system multilevel marketing methodology, in amounts that depend exclusively on the commitment of the individual and the group/network/category in which he operates; the stepped increases in pay serve as an incentive, and do not involve the imposition of a hierarchical order.

2.4.3 - The PROMOTER is expressly notified that it is prohibited for him to present himself as acting in the name of TELEXFREE in relation to public or private institutions, nor is he authorized to make purchases or sign commitments or obligations on behalf of TELEXFREE, YMPACTUS or the advertisers or suppliers of products or services offered by TELEXFREE.

2.4.4 - THE PROMOTER, upon registering and accepting the content of these GENERAL REGULATIONS, is fully aware that he will have ample ability to conduct his extracontractual activities, doing things entirely at his convenience, and able to engage in other activities, paid or not, with or without an employment relationship, with the understanding that there is no employment relationship with the CONTRACTOR.

2.4.4.1 The PROMOTER may not, however, be part of another Multilevel Marketing network whose activities are similar to TelexFREE's , or that may in any way create a conflict of interest.

2.5 –REQUIREMENTS FOR ENTRY AND REMAINING IN THE MULTILEVEL MARKETING SYSTEM

2.5.1 – Individuals interested in entering the TELEXFREE Multilevel Marketing System must become members through nomination by another PROMOTER, by: a) completely filling out the respective registration forms, b) sending in the registration form; c) payment of the membership fee.

2.5.2 – Membership must be paid for in one single installment through payment of the respective bank payment ticket, and this date will serve as the start of the 12-month period of its duration. As of the last day of expiration of the contract, it will only be possible to remain in the CONTRACTOR's Multilevel Marketing System through a **new membership,** with the following rules applying to this 2nd year, or subsequent years:

–

2.5.2.5 –PROMOTERS not applying for membership for the following year within the deadline must wait for one year from the expiration to re-enter the system, through a new membership as a PARTNER.

2.5.3 – "Position" is understood to refer to a promoter's location in the multilevel network, which qualifies him to receive the respective bonuses, pursuant to the specific rules.

2.5.4 – When a position becomes vacant because of the exclusion of a PARTNER or PROMOTER or because of the latter's not being contracted for a second (or subsequent) year, or else because of contracting for a second, the position shall belong to TELEXFREE, including the respective remuneration, and TELEXFREE may transfer the rights of the position to a promoter.

2.5.9 – As a required procedure for membership and admission into the multilevel marketing system, candidates must fill out all data requested on the application form available at: http://www.telexfree.com. No other electronic address should be used for registration or for daily access. TELEXFREE does not recognize any other electronic addresses and, moreover, hereby gives notice that the use and information provided at other electronic addresses should not be used, under any circumstances. The effects of such use, if it should take place, shall be exclusively the liability of the user as well as the assignment of passwords to third parties.

2.5.10 – The Marketing System network of TELEXFREE allows only one registration for each person based on a valid, active ID

2.5.11 – A PROMOTER may transfer his position and the respective benefits to others as long as he respects the legislation in force and adheres to the rules of the Market Network Multilevel Marketing System itself.

2.5.12 – A PROMOTER who wishes to sell his position in the marketing system network should understand that this can only be done following the analysis and acceptance of the CONTRACTOR, and, if authorized, he will be charged administrative expenses equivalent to 10% (ten percent) of the amount already received in the position of the PROMOTER conveying it, upon executing the transfer, payable to TELEXFREE.

2.6 ETHICAL PRINCIPLES

2.6.1 – Acts of discrimination on the part of promoters are at variance with the ethical principles of TELEXFREE and may entail expulsion from the system, through express communication to such effect.

2.6.2 – Upon registering at the TELEXFREE site, the PROMOTER undertakes to use the resources offered strictly within the rules and schedules established by the TELEXFREE system at its website: http://www.telexfree.com., and furthermore, undertakes to observe these terms of use and to obey all federal, state and municipal laws and regulations in force.

2.6.3 - THE PROMOTER undertakes to use the TELEXFREE site only to consult the Market Network System for his respective area, download authorized content and send invitations to participate in the group, or disseminate his announcements, it being the case that any other unauthorized commercial use is expressly prohibited, under penalty of [forfeiture] of membership.

2.6.4 – As a condition for the use of the TELEXFREE site, for all legal purposes, the PROMOTER undertakes not to use resources for any purpose that is illicit, not regulated in this contract or prohibited. In such cases, TELEXFREE reserves the right to refuse service, close accounts, remove or edit content, or to cancel orders at its sole discretion.

2.6.5 – THE PROMOTER agrees to respect all applicable local, municipal, state, federal and international laws and regulations, being exclusively responsible for any actions or omissions carried out with his password, including on the content of his transmissions through the System, agreeing moreover that in particular he must not:

a) use the TELEXFREE Network Marketing System in connection with surveys, contests, chain-mails, pyramids, spamming or unsolicited messages (whether commercial or otherwise);

b) slander, defame, disturb the peace of others, persecute, threaten or in any other way violate the rights of third parties, such as rights to privacy and publicity;

c) publish, distribute or disseminate any materials or information of discriminatory content that violates the rights of freedom of belief, or are defamatory, offensive, obscene, indecent or illegal;

d) obtain or in any way collect information about others, including e-mail addresses, without the due consent of the owner;

e) create a false identity to deceive others with regard to the identity of the sender or the source of the message;

f) attempt to obtain unauthorized access to the TELEXFREE Network Marketing System, other accounts, computer systems or networks connected to the TELEXFREE Network Marketing System, through illegal password searching or in any other way;

g) violate any applicable laws or regulations, including and without limitation, laws concerning the transmission of technical data;

h) interfere with the use and operation of the TELEXFREE Network Marketing System by another PROMOTER or with the use and operation of similar systems by other individuals or organizations;

i) violate the integrity or test the vulnerability of a data system or network security measures or violation of security or authentication;

j) interfere or try to interfere in the activities of any user, host or network, including, without limitation, through the introduction of malware into the Site, overloads, "flooding," "spamming," "mailbombing" or "break ins"; forging any headers or any part of the information in the header in any e-mail or posting;

k) use any mechanism, software, tool, agent, data or other device or mechanism (including, without limitation, browsers, spiders, bots, avatars or smart agents) to navigate or seek out sites other than those retrieved by the search engine and search agents provided by TELEXFREE or browsers generally available to the public;

l) publish, transmit or make available any material encouraging conduct that constitutes a criminal offense, or that encourages or supplies instructive information on illegal activities or activities such as "hacking,"cracking," or "phreaking";

m) use terms that distort the real meaning of products or the mechanism and functioning of multilevel marketing, including, without limitation, expressions that convey the idea of instant wealth for nothing in exchange, as well as speaking of registration costs as a "financial investment." Similarly, it is expressly prohibited to use the term "INVESTMENT" at meetings and in promotional materials in general, orally or in writing.

n) disseminating unauthorized material that has been modified or that is at variance with the rules of the TELEXFREE Network Marketing System or uses images of people without their authorization, or works protected by copyright including, site construction, blogs and spaces on social networks that could be interpreted as official corporate communications of TELEXFREE;

o) for proven sending of SPAM, that is, any kind of unauthorized message or message unsolicited by the addressee, containing information from the TELEXFREE Network Marketing System or its website;

p) for making profane or offensive comments, concerning or addressed to the System, the company that administers it or the people that run it;

q) for making profane, offensive, slanderous, obscene, indecent, defamatory comments, or comments that are otherwise at variance with the rules and conditions of the System, concerning or addressed to any of our PROMOTERS;

2.6.6 –In the event that it is ascertained by two or more elements of proof that a PROMOTER is inviting other promoters of TELEXFREE to take part in another network that also works with multilevel marketing, or is making use of the structure and contacts of the promoters of TELEXFREE to promote other events or feature other products and services not related to this activity.

2.6.7 If practices are proven that are in violation of this list of ethical behaviors, or another clause of this contract, steps will be taken pursuant to what is set forth in ARTICLE 10 of this instrument, and its respective sub-clauses.

3 – ATTRIBUTIONS AND DUTIES OF THE CLIENT/MEMBER.

3.1 – By submitting the application, the new member, whether a PROMOTER or not, agrees to receive messages in his mailbox (e-mail), via the specific tools used by the system, sent by upline and downline promoters on his line as well as those from TELEXFREE network administrators for other purposes.

3.2 – The PROMOTER agrees and hereby declares that the communications and notifications sent electronically by TELEXFREE to his e-mail address are valid for legal purposes.

3.3 - TELEXFREE reserves the right to engage in advertising, with content and format of its choosing, in any message(s) sent to its PROMOTER, who hereby agrees to receive them, without having the option of any special form of reply that would classify them as undesirable or unauthorized.

3.4 – THE PROMOTER declares, under penalty of the law, that the information provided by him on the website of TELEXFREE is true, accurate and complete, and undertakes to keep it up-to-date, especially the physical mailing address; and if such information is mistaken, incomplete or inconsistent, it shall not invalidate notifications sent by other means other than electronic ones.

3.5 – The access code and password of the PROMOTER is personal and non-transferable. TELEXFREE assumes no responsibility for the security of the data in the PROMOTER's personal computer file recorded on external media.

3.5.1 – The use of the virtual environment entitled *Back Office* can be implemented for the transfer of credit between PROMOTERS and for payment of invoices, their own, or those of third parties, and the member, whether a PROMOTER or not, should access the website only using the address www.telexfree.com, being aware that no other address is official and approved by TELEXFREE.

3.5.2 - TELEXFREE does not have any responsibility for transactions that promoters may execute using the virtual environment made available to effect such operations, the use of the password and its safekeeping being their responsibility. The member declares, whether a PROMOTER or not, that he should undertake to change its password periodically, and also that he will not use known numbers or obvious data associated with dates, relatives, or objects, for example, for his own security.

3.5.3 – With a view to protecting the image of TELEXFREE, PARTNERS, whether acting in the capacity of ADCENTRAL, FAMILY or TEAM BUILDER members, in making presentations to groups of people invited to join the TELEXFREE Multilevel network and use its products and services, must restrict themselves to the material made available in the video provided for the occasion, and may not express their own views in public. After showing the standard presentation, however, they may, addressing people individually, answer questions from the audience. No other material can be used at presentations.

3.5.4 – If at presentations a PARTNER or PROMOTER fails to comply with the instructions set forth above, he shall have his login blocked immediately and be subject to the disciplinary procedure of these GENERAL REGULATIONS, without impairment to civil and criminal liability.

4 - REMUNERATION AND PAYMENT METHOD

4.1 – The payment of bonuses and incentives to the PROMOTER, when in the form of money, shall be made by a bank check, or deposit to the checking account or savings account payable to the PROMOTER – ACCOUNT HOLDER.

4.2 – All payments by the PROMOTER to the CONTRACTOR/TELEXFREE, when made available in the financial system of the PROMOTER's country shall be made in the official currency. However, for the contract between TELEXFREE INC and YMPACTUS, the bases for calculation shall be established in U.S. dollars, always indicated by the symbol "US$" since all operational activities are conducted at the headquarters of TELEXFREE INC in the United States of America.

4.3 – In all cases, TELEXFREE reserves the right to retain the total amount of the remuneration of the PROMOTER, taxes and/or benefits, as well as administrative expenses, if any, that result from any legal issue raised, defined as follows:

a) Administrative Expense – expenses that are charged by the banking system, whose stipulated amount shall be disclosed via the website*:* www.telexfree.com.br; with it being up to the user to check the information.

b).

4.4 – Amounts for monthly payments charged for use of the services that are the object of this instrument, as well as credit for promotion paid by the TELEXFREE Network Marketing System to the PROMOTER, for the marketing and incentive campaigns in effect, shall be specified on the registration page of the TELEXFREE site, and should be paid in accordance with the rules established therein, which may be altered for the adjustment of the campaign in progress, or at any time that TELEXFREE may deem it necessary, with its members to be so notified forthwith.

4.5 – In the event of a change in the currency or the national monetary system, the amount shall be converted to the new standard according to the official standards of equivalency in force.

4.6 – In the event of fluctuations or alterations in the economy to the degree of compromising the contractual balance, the amounts stated herein in national currency could undergo an adjustment to re-establish the necessary balance between the parties.

5 –TELEXFREE ADVERTISING CENTRAL - ADCentral or ADCentral FAMILY

5.1 – MEMBERSHIP: A Partner who wishes to enter the TelexFREE Multilevel Marketing system must establish his MEMBERSHIP as a "Partner Member," and to such end, pay the equivalent of US$ 50.00 (fifty U.S. dollars).

5.1.1 – With membership, the PROMOTER: a) guarantees for 12 (twelve) months his position in the marketing system network and, b) is entitled to acquire the kit of VOIP accounts with exclusive discounts characterized as follows: AdCentral kit and/or Family Kit, c) the right to sell 99TELEXFREE VOIP accounts through his sub-domain, at face value, and receiving in such cases a commission of 10% on the amount of the sale.

5.2 PROMOTER: this refers to the person who, after receiving his membership, (see following clause), may acquire a kit of VOIP accounts with an exclusive discount, which may be: a)

ADCentral, with 10 99TELEXFREE accounts or b) FAMILY, with 50 VOIP accounts, and in both cases he will receive a virtual BACK OFFICE that is to be used to post ads for the sale of these products which he has acquired with the exclusive discount; and if he manages to do so without interruption for each seven-day cycle, he shall receive an additional VOIP account.

5.3 – If he so desires, the PARTNER may sponsor other member/promoters, that is, for the same Tax ID, only up to 90 days counting from the date on which he pays for his first membership, and in that case, only registering them on his downline.

5.4 –**ADCENTRAL** PROMOTERS: After setting up his membership, a PARTNER may acquire an "**ADCentral**" kit consisting of 10 99TELEXFREE VOIP accounts, for which he must pay the equivalent of US$ 289.00 (two hundred and eighty-nine U.S. dollars).

5.4.1 - with this qualification, the PARTNER will become a TELEXFREE PROMOTER and, accordingly, shall have his own active ad central for 12 (twelve) months, counting from the date of his membership (and not from the date of the purchase of the kit).

5.4.2 – He must also post 1 (one) announcement (prepared by TELEXFREE) per day on internet announcement sites (whether free of charge or not), so that at the end of each cycle of 7 (seven) announcements for the week, the PROMOTER shall receive one 99TELEXFREE account.

5.4.3 – If the promoter should choose to post announcements that are paid for, such expense is to be borne by the PROMOTER.

5.4.4 – The posting of announcements in numbers greater than one per day are not considered as two days, and so on, successively.

5.4.5 – After making payment for the kit, the partner becomes an ADCENTRAL PROMOTER and shall receive the right to sell the VOIP accounts at face value, as they are made available on the TelexFREE site, for the duration of his contract, without, however, earning a commission either in the upline or the downline, without this constituting an acquired right if they are not sold in this period, and the offer can be closed without any indemnification.

5.4.6 – Upon receiving the 10 VOIP accounts, if he wishes to receive the bonus of one new VOIP account per week, he must implement a posting of an announcement for each seven-day cycle without interruption.

5.4.7 – If he should fail to make the announcement, even for a single day, he shall not receive the VOIP account indicated in the preceding subclause; if he makes more than one announcement per day, he shall not be compensated for the announcement on the following day.

5.5 –ADCENTRAL FAMILY MEMBERSHIP – A PROMOTER wishing to attain the status of an "**ADCentral FAMILY Member**" must pay the equivalent of US$ 1,375.00 (one thousand three hundred and seventy-five U.S. dollars).

5.5.1 – With this membership, a PROMOTER shall have 5 (five) active announcement centrals for 12 (twelve) months, counting from the date of his activation.

5.5.2 – He must, in turn, post 1 (one) announcement (prepared by TELEXFREE) per day at internet announcement sites (whether free of charge or not) on each one of the 5 (five)

ADCentral sites. At the end of the 35 (thirty-five) announcements the PROMOTER shall receive 5 (five) 99TELEXFREE accounts as remuneration for these announcements.

5.5.3 – If for any reason the PROMOTER does not achieve the goal of 7 (seven) announcements per week, on each one of the 5 (five) ADCentral sites, the PROMOTER will not receive a 99TELEXFREE account for that particular week in which he did not meet the goal, from the respective ADCENTRAL.

5.5.4 – Other weeks begin normally and he can meet the goal and receive the compensation.

5.5.5 – Upon confirmation of payment of his membership fee, the promoter shall also receive, just once, 50 (fifty) 99TelexFREE packets that he can sell for as long as his contract remains in force, for the face value of the product, as disclosed by the TelexFREE site, and receiving credit for the sale of this product, which, however, will not generate any commission, either for the upline or the downline, and not accruing any rights if he does not put through the sale within this period, with the offer ceasing without any indemnification.

5.6 – An ADCentral can become a FAMILY ADCentral, making upgrades for each additional ADCentral with payment for this purpose of US$ 289.00 (two hundred and eighty-nine U.S. dollars), for each additional one up to a total of 4 (four).

5.7 – A PROMOTER will achieve **TEAM BUILDER** status when he is active in an ADCentral FAMILY position (in the marketing network) that has 10 (ten) ADCentral FAMILIES on the incentive plan registered directly by him on his site.

5.7.1 – As long as he is fulfilling the qualification in clause 5.9.2, a TEAM BUILDER will earn a payment of 2% (two percent) of the company's net billing in the following month, received on the 10th day following the registration of the earning; the maximum amount for this earning, by contract, which is for one year, is up to US$ 39,600.00 (thirty-nine thousand U.S. dollars), or the end of the 12- (twelve) month contract, whichever occurs first.

5.7.2 – The qualification referred to in clause 5.9.1 consists of the PROMOTER TEAM BUILDER's having sold 5 99TELEXFREE VOIP accounts as well as each one of the 10 PROMOTER ADCENTRAL FAMILIES in his network that formed the TEAM BUILDER.

5.8 - THE PROMOTER shall receive as an incentive a bonus of US$ 20.00 (twenty U.S. dollars), for each VOIP ADCentral kit that his direct lower PARTNER acquires and a US$ 100.00 (one hundred U.S. dollars) bonus for each VOIP FAMILY kit that his direct lower PARTNER acquires; in all cases, this promoter receiving the bonus must have at least one active 99TELEXFREE client plan.

5.9 – VOIP accounts acquired for each one of the plans, must be activated within the period of validity of the PROMOTER's registration, and shall not be computed as a "CLIENT" account that qualifies the PROMOTER to receive bonuses.

6 - BINARY PLAN QUALIFICATION – Earnings from Binary Cycles:

6.1 –A PROMOTER who directly registers 2 (two) new promoters, with one on the left side and the other on the right side of his marketing network, qualifies for direct and indirect binary

earnings, and for 2% (two percent) of the network from the first to the 6th level, assessed only on plans whose owners have at least one active VOIP client, that is, who have at least one active 99TELEXFREE plan.

6.1.1 – Upon qualifying in the manner described in the clause above by selling 2 (two) new ADCENTRAL kits to people in his network, with 1 (one) on the left side and the other on the right side, he shall receive an additional gratuity of US$20 (twenty U.S. dollars), called the binary cycle, with the maximum daily earning in this status being US$ 440.00 (four hundred and forty U.S. dollars), for 22 (twenty-two) binary cycles.

6.1.2 – If the sale is of 2 (two) VOIP ADCentral FAMILY kits, this cycle will yield an additional US$ 20.00 (twenty U.S. dollars), for the ADCentral principals, plus US$ 60 (sixty U.S. dollars), for 3 (three) of the 4 (four) ADCentral additionals, leaving the additional ADCentral still remaining to initiate future cycles.

6.2 – This form of revenue stream rewards the PROMOTER directly when he registers 2 (two) new sales of VOIP kits to his PARTNERS; with 1 (one) on the left side and the other on the right side, or else indirectly through the growth of his natural network (individuals registered by promoters in his downline network on the left and right sides), or by spillovers (individuals registered by promoters in his upline network on the left and right sides). The maximum daily yield in this position is US$ 15,360.00 (fifteen thousand, three hundred and sixty U.S. dollars), for the 768 (seven hundred and sixty-eight) cycles.

7 - INDIRECT EARNINGS FROM PRODUCT REVENUE

7.1 - THE PROMOTER shall receive an amount equivalent to 2% (two percent) on sales of 99TELEXFREE accounts made by the PROMOTERS in his network, both direct and indirect, up to the 5th level.

8 - ROYALTIES

8.1 - THE PROMOTER shall be entitled to a payment of 1% (one percent), in the form of ROYALTIES, from the company's net billing, if within 1 (one) calendar month (from the 1st (first) day – to the last day of the month) the PROMOTER shall have closed 22 (twenty-two) cycles in 20 (twenty) days, which need not necessarily be consecutive days.

9 - INDIRECT EARNINGS FROM SERVICE AND QUALIFICATION

9.1 – ACCESS TO VOIP SERVICE AND REVENUES THROUGH USE

9.1.1 - Promoters and other clients indicated by them can implement their communications access through VOIP – Technology for the transmission of voice signals over Internet Protocols (Voice over Internet Protocol) – using the software available for download directly from the portal *www.telexfree.com*.

9.1.2 – The promoter shall be paid directly For 99TELEXFREE accounts, and only for such accounts, the promoter shall be paid directly, For that is to say, when the client buys an individual VOIP 99TELEXFREE account on his site – he will receive a direct commission of 10% (ten percent) of the amount paid, and 2% (two percent) of indirect commission, from the 1st

(first) level to the 5th (fifth) level, for clients of his direct and indirect promoters, as long as the following requirements are satisfied:

9.1.2.1 – if each level has a direct 99TELEXFREE client with its active plan; thus, in order to receive the 2% commission at five levels, as mentioned in the previous clause, he must have five direct clients with active 99TELEXFREE; moreover, if he only has 4 direct clients with active 99TELEXFREE he shall receive a commission of 2% only on the first four levels, and so on, successively.

10 - CANCELLATION AND BLOCKAGE OF REGISTRATION

10.1 –CANCELLATION OF REGISTRATION

10.1.1 Through the procedures set forth in this section of this membership contract, TELEXFREE may cancel the registration of a PARTNER and a PROMOTER who violates the terms of the code of ethics, or fails to discharge any of the duties assigned to him, and also on grounds of material damaging to other promoters and their activities, or to other suppliers of information.

10.1.2 – A PARTNER or PROMOTER can cancel his membership within 7 (seven) days of becoming a member, and receive a full refund of what he actually paid to TELEXFREE, including the membership fee and the price of the VOIP accounts he has not activated; if the payment has been made with a credit card, he will be asked to cancel the purchase through the credit card company.

10.1.3 – To be disconnected from the TELEXFREE NETWORK Marketing System, a member must request cancellation of his participation on a specific form provided on his personal page, or in the event of absence or inability to use this resource, through a letter written and signed by him, with certified signature recognition, sent to the headquarters of the CONTRACTOR, correctly stating all of the information requested; if these data rigorously match the data reported when putting through the application, which is to be ascertained for reasons of security, the cancellation shall be approved in an irreversible manner.

10.1.4 If a PARTNER or PROMOTER seeks cancellation of membership after the legal deadline, he is aware that he will not receive any reimbursement of any amount, since his position will continue to entail expenses for its maintenance.

10.2 CANCELLATION OF PAYMENT

10.2.1 If a PARTNER or PROMOTER should cancel the payment for his membership, all logins having the same CPF/ss# or e-mail shall be suspended, and they shall be released upon payment of 10% of the amount of the purchases of the VOIP 99TELEXFREE kits (Partner, Adcentral, Family or Team Builder), in addition to reimbursement for all amounts that the promoter has received in the cancelled position.

10.2.2 Cancellation of payment shall also entail the cancellation of the amounts for the respective bonuses generated in the uplines of the binary system.

10.3 – BLOCKAGE OF REGISTRATION

10.3.1 The TELEXFREE NETWORK Marketing System can block the registration of a PARTNER/PROMOTER at any time, which becomes effective immediately, with notification to the PARTNER/PROMOTER,

if it believes that the latter has committed an act that directly or indirectly violates the provisions of this contract, in particular:

a) with the lapse of 15 (five [sic, i.e., 'fifteen']) days from the expiration of membership or the payment due date of any installment of the VOIP kits that he purchased, when purchased in installments.

b) if improper enticement of members of his own network of TELEXFREE promoters is proven.

c) if, with the lapse of 5 (five) days from the confirmation of his membership a PARTNER has not put through payment of the amounts specified for his membership.

10.3.2 Blockage consists of the total suspension of activities connected to the Back office area.

10.3.3 Concomitant with the blockage, while in this situation, the PROMOTER may not engage in any activity pertaining to his status.

10.4 – If actions are ascertained that are in violation of this contract, the PARTNER/PROMOTER shall be given the opportunity to present a written defense within 10 days, or to submit his resignation in the same manner and timeframe. If the acts in violation of this contract are confirmed, the blockage shall be converted into definitive Cancellation of Registration for membership, as well as the prohibition of a new registration/membership.

10.5 – A PARTNER/PROMOTER whose registration is cancelled by TELEXFREE as a result of what is set forth in this section, shall lose the right to all privileges offered by the TELEXFREE Network Marketing System, and cannot enjoy in any way the benefits that he held as a PROMOTER without the express consent in writing of the management of TELEXFREE.

10.6 - TELEXFREE shall not return, on any grounds or justification, the monthly payments made by the PROMOTER for the purchase of VOIP kits or other products, considering that he is fully aware that such amount was paid for the use of the resources provided by the TELEXFREE Network Marketing System as accessories in the conduct of the marketing campaign under way and/or, at the discretion of the PROMOTER himself, as an ongoing investment in the Network Marketing program made available, such that no request for reimbursement of amounts already transferred to TELEXFREE NETWORK Marketing System will be accepted.

11 – INTELLECTUAL PROPERTY RIGHTS

11.1 – The PARTNER/PROMOTER recognizes that the content, without limitation, of text, software, music, sound, photographs, videos, graphics or any other material contained in the advertising of sponsors or distributed electronically, as well as information produced commercially that has been presented to him by TELEXFREE, by advertisers of TELEXFREE or by other suppliers of content, is protected by the laws of copyright and Trademark protection. Included also in this protection are brands of advertisers or sellers of products and services that have contracted with TELEXFREE to promote and commercialize their products and services, including Computer programs, Brands and Patents, although as long as it is authorized by TELEXFREE, it possible to obtain a copy, of such content solely for its use in the non-commercial promotion of the TELEXFREE Network Marketing System, as long as the Copyright notices and other notifications of intellectual property and image are kept intact, with any modification, copying, reproduction, republication or sending of altered data to another computer or by some other manner of distribution being prohibited.

11.2 – The compilation, organization and setting up of all site content is the exclusive property of TELEXFREE and protected by U.S. and international copyright laws, also including brands and patents.

11.3 - Access to the website does not constitute a license for the PROMOTER to use its content or any rights of third parties encompassing those relating to intellectual property.

12 - LINKS TO SITES OF THIRD PARTIES

12.1 – The site may contain interactive links and functionalities that interact with the sites of third parties, including sites of social networks. TELEXFREE is not responsible and has not liability for the functionality, actions, omissions, privacy configurations, privacy policies, terms and conditions and the content of any website.

12.2 – The links and interactive functionality with third party sites at the site do not constitute an endorsement by TELEXFREE of these third party sites, moreover, it is clarified that other sites can link to the site with or without our authorization, and TELEXFREE can block any links to or from the Site.

12.3 – The use of third party sites shall occur exclusively at the expense and risk of the PROMOTER. That is to say, TELEXFREE through its employees, directors, agents, vendors or suppliers shall not be liable for any direct or indirect losses, including damages resulting from the use or incapacity of the third party links used.

13 - FINAL PROVISIONS

13.1 - TELEXFREE Network Marketing System reserves the right at any time to monitor, review, withhold and/or disclose any information, in order to comply with the applicable legislation, regulations, judicial proceeding or requirement of the competent authority.

13.2 – TELEXFREE, by its exclusive analysis, in keeping with timely and appropriate standards, may repurchase the PROMOTER'S 99TELEXFREE accounts, not, however, guaranteeing "face value" for the product, negotiating the price based on volume, demand and/or its own inventory.

13.3 – It is part of the policy of TELEXFREE Network Marketing System to respond promptly to complaints concerning intellectual property offenses. TELEXFREE shall promptly process and investigate complaints concerning infractions, taking the necessary measures pursuant to the terms of the other property laws that may apply, TELEXFREE shall take action immediately to remove or prevent access to any material subject to violation, as well as to any reference or link to the material subject to violation, also eliminating access for any subscribers and members who have been offenders.

13.4 – The information included in the TELEXFREE Network Marketing System or available thereby may contain inaccuracies or typographical errors, and it may undergo alterations; moreover, TELEXFREE and/or its respective suppliers, at any time and without the need to give prior notice, may make changes in any part of the System, including these terms of use, for which reason the PROMOTER undertakes to engage in ongoing review hereof.

13.5 - TELEXFREE Network Marketing System does not declare or guarantee that it shall not be interrupted, or that it shall be free of errors, that defects will be immediately corrected,

or that the system itself or the server that makes it available will be free of viruses or other harmful elements.

13.5.1 – It does affirm, however, that upon discovering any abnormality in its domain, it shall take the most urgent measures to regularize the situation.

13.6 - THE PROMOTER agrees to indemnify TELEXFREE and hold it harmless, along with any of its partners, subsidiaries and affiliates, as well as its offices, employees and staff, of any liability for any claims, lawsuits or losses and damages, including attorneys' fees, that may be claimed by third parties, due to or arising from their use of the TELEXFREE Network Marketing System, or conduct relating to same.

13.7 – The TELEXFREE NETWORK Marketing System reserves the right to alter the terms of use or guidelines concerning the use of the System at any time and without any need for prior notice, proceeding thereupon to publish an updated version on its website.

13.7.1 - THE PROMOTER is responsible for periodically reviewing the current content of the TELEXFREE site and of these GENERAL REGULATIONS since they may be altered, always subject to ample notification, after which alterations shall be considered tacitly accepted by those who have become members.

13.8 – Compliance with what is set forth in these GENERAL REGULATIONS by all parties at TELEXFREE is subject to the laws of the USA and the state of Nevada (With the exception of Louisiana Member/Promoters. Louisiana Promoters may choose Louisana Laws) and relevant legal procedures, and no provision thereof contravenes the right of TELEXFREE to comply with administrative or judicial requirements or orders imposed by the competent authorities, with regard to the use by the PROMOTER of the TELEXFREE Network Marketing System or the information provided by TELEXFREE, or collected by it as the result of such use, and if any provisions of this agreement are declared null or void in the light of the legislation in force, including, without limitation, provisions concerning exemption and limitation of the liabilities mentioned above, such null and void provisions shall be replaced by valid and effective provisions that respect the intention and purpose of the original provisions, with the remaining provisions of these Terms of use in full force and effect.

13.9 – Unless otherwise provided in this document, these GENERAL REGULATIONS constitute the entire agreement between the PROMOTER and TELEXFREE with relation to the use of the System itself, except with regard to the use of any software that may be governed by an end-user license agreement, and replaces any and all communications or proposals, prior or current, whether through electronic, spoken or written communication between the user and TELEXFREE with regard to the Market Network System.

13.10 – The printed version of this agreement and of any notification or notice delivered in electronic form shall be admissible in legal or administrative proceedings resulting from or related to these GENERAL REGULATIONS, and subject the same conditions as other documents and commercial records originally generated and maintained in hard copy.

13.11 - laws of the USA and the state of Nevada (With the exception of Louisiana Member/Promoters. Louisiana Promoters may choose Louisana Laws), is chosen to settle any issues arising from this instrument, with the express renunciation of any other now matter how privileged it may be, or may become, except for questions having to do with consumers, when

the jurisdiction or competency shall be established on the basis of what is provided in the Code of Consumer Protection.

13.12 – This version of this membership contract shall take effect starting February 10, 2013, rescinding any provisions of the previous membership agreement that may be at variance with this one.

Signature: the original copy of this agreement is signed.

TELEXFREE