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14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**

16 FEDERAL TRADE COMMISSION,)

17 Plaintiff,)

18 v.)

19 GRANT CONNECT, LLC; GLOBAL GOLD,)
INC.; HORIZON HOLDINGS, LLC;)
20 O'CONNELL GRAY, LLC; PINK LP; VANTEX)
GROUP, LLC; VERTEK GROUP, LLC;)
21 RACHAEL A. COOK; JAMES J. GRAY;)
STEVEN R. HENRIKSEN; JULIETTE M.)
22 KIMOTO; AND RANDY D. O'CONNELL,)

23 Defendants.)

2:09-cv-01349-RLH-RJJ

[FILED UNDER SEAL]

24 **COMPLAINT FOR PERMANENT**
25 **INJUNCTION AND OTHER EQUITABLE RELIEF**

1 Plaintiff, the Federal Trade Commission (“FTC”), in a civil action brought under Section
2 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and Section 917(c)
3 of the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. § 1693o(c), to obtain temporary,
4 preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution,
5 disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in
6 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), Section 907(a) of EFTA, 15 U.S.C.
7 § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), respectfully alleges as
8 follows:

9 **JURISDICTION AND VENUE**

10 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),
11 and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

12 2. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c), and 15 U.S.C.
13 § 53(b).

14 **SUMMARY OF THE CASE**

15 3. This case concerns Defendants’ deceptive marketing of various products and
16 services in violation of the FTC Act and the EFTA, including Grant Connect — an internet-
17 based computer program that purportedly gets consumers easy access to free government or
18 other grant money. As explained below, Defendants have violated these laws by: (1)
19 misrepresenting the likelihood that consumers will get grants and/or “free money” using Grant
20 Connect; (2) failing to disclose, or disclose adequately, that consumers who sign up for
21 Defendants’ products or services are enrolled in multiple membership programs and must cancel
22 the programs within a limited time period to avoid costly recurring monthly charges; and (3)
23 debiting consumers’ bank accounts on a recurring basis without obtaining a written authorization
24 as required by the EFTA.

1 **PLAINTIFF**

2 4. The FTC is an independent agency of the United States Government created by
3 statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),
4 which prohibits unfair and deceptive acts or practices in or affecting commerce. The FTC also
5 enforces the EFTA, which regulates the rights, liabilities, and responsibilities of participants in
6 electronic fund transfer systems.

7 5. The FTC is authorized to initiate federal district court proceedings, by its own
8 attorneys, to enjoin violations of the FTC Act and the EFTA, and to secure such other equitable
9 relief as may be appropriate in each case, including restitution and disgorgement. 15 U.S.C.
10 §§ 53(b) and 56(a)(2)(A).

11 **DEFENDANTS**

12 6. Defendant Grant Connect, LLC (“Grant Connect LLC”)¹ is a Nevada limited
13 liability company with its principal place of business at 1135 Terminal Way, Suite 203, Reno,
14 Nevada. Grant Connect LLC transacts or has transacted business in this District and throughout
15 the United States.

16 7. Defendant Global Gold, Inc. (“Global Gold”), also doing business under
17 numerous fictitious names, including “First Plus Platinum” and “First Universal Platinum,” is a
18 Nevada corporation with its principal place of business at 1404 South Jones Boulevard, Las
19 Vegas, Nevada. Global Gold transacts or has transacted business in this District and throughout
20 the United States.

21 8. Defendant Horizon Holdings, LLC (“Horizon Holdings”), also doing business
22 under numerous fictitious names, including, “Grant Connect” and “MemberLegalNet,” is a
23 Nevada limited liability company with its principal place of business at 1135 Terminal Way,

24 _____
25 ¹ Throughout the Complaint, the FTC uses the term “Grant Connect” to refer to the Grant Connect internet-based computer program sold and marketed by the Defendants and the term “Grant Connect LLC” to refer to Defendant Grant Connect, LLC.

1 Suite 203, Reno, Nevada. Horizon Holdings transacts or has transacted business in this District
2 and throughout the United States.

3 9. Defendant O'Connell Gray, LLC ("O'Connell Gray") is a Nevada limited liability
4 company with its principal place of business at 1135 Terminal Way, Suite 203, Reno, Nevada.
5 O'Connell Gray transacts or has transacted business in this District and throughout the United
6 States.

7 10. Defendant Vantex Group, LLC ("Vantex") is a Nevada limited liability company
8 with its principal place of business at 6060 W. Elton Avenue, Suite A, Las Vegas, Nevada.
9 Vantex transacts or has transacted business in this District and throughout the United States.

10 11. Defendant Vertek Group, LLC ("Vertek") is a Nevada limited liability company
11 with its principal place of business at 6060 W. Elton Avenue, Suite A, Las Vegas, Nevada.
12 Vertek transacts or has transacted business in this District and throughout the United States.

13 12. Defendant Pink LP ("Pink") is a Nevada limited partnership with its principal
14 place of business at 6060 W. Elton Avenue, Suite A, Las Vegas, Nevada. Pink transacts or has
15 transacted business in this District and throughout the United States. Pink is the Managing
16 Member of Vertek.

17 13. Defendant Rachael A. Cook ("Cook") is the Manager of Vantex and Vertek. At
18 times material to this Complaint, acting alone or in concert with others, she has formulated,
19 directed, controlled, had the authority to control, or participated in the acts and practices of
20 Vertek, Vantex, and/or one or more of the other business entities named herein, including the
21 acts and practices set forth in this Complaint. Cook resides in this District and in connection
22 with the matters alleged herein, transacts or has transacted business in this District.

23 14. Defendant James J. Gray ("Gray") is a Managing Member of Grant Connect LLC,
24 Horizon Holdings, and O'Connell Gray. At times material to this Complaint, acting alone or in
25 concert with others, he has formulated, directed, controlled, had the authority to control, or

1 participated in the acts and practices of Grant Connect LLC, Horizon Holdings, O'Connell Gray,
2 and/or one or more of the other business entities named herein, including the acts and practices
3 set forth in this Complaint. Gray resides in this District and in connection with the matters
4 alleged herein, transacts or has transacted business in this District.

5 15. Defendant Steven R. Henriksen ("Henriksen") is the President, Secretary,
6 Treasurer, and sole owner of Global Gold. At times material to this Complaint, acting alone or
7 in concert with others, he has formulated, directed, controlled, had the authority to control, or
8 participated in the acts and practices of Global Gold, and/or one or more of the other business
9 entities named herein, including the acts and practices set forth in this Complaint. Henriksen
10 resides in this District and in connection with the matters alleged herein, transacts or has
11 transacted business in this District.

12 16. Defendant Juliette M. Kimoto ("Kimoto") is the owner of Vertek and the General
13 Partner of Pink. At times material to this Complaint, acting alone or in concert with others, she
14 has formulated, directed, controlled, had the authority to control, or participated in the acts and
15 practices of Pink, Vertek, Vantex, and/or one or more of the other business entities named
16 herein, including the acts and practices set forth in this Complaint. Kimoto resides in this
17 District and in connection with the matters alleged herein, transacts or has transacted business in
18 this District.

19 17. Defendant Randy D. O'Connell ("O'Connell") is a Managing Member of Horizon
20 Holdings and O'Connell Gray. At times material to this Complaint, acting alone or in concert
21 with others, he has formulated, directed, controlled, had the authority to control, or participated
22 in the acts and practices of Horizon Holdings, O'Connell Gray, and/or one or more of the other
23 business entities named herein, including the acts and practices set forth in this Complaint.
24 O'Connell resides in this District and in connection with the matters alleged herein, transacts or
25 has transacted business in this District.

1 **COMMON ENTERPRISE**

2 18. Defendants Grant Connect LLC, Global Gold, Horizon Holdings, O’Connell
3 Gray, Pink, Vantex, and Vertek (collectively “Corporate Defendants”)² have operated as a
4 common enterprise while engaging in the deceptive acts and practices and other violations of law
5 alleged below. Because these Corporate Defendants have operated as a common enterprise, each
6 of them is jointly and severally liable for the acts and practices alleged below. Individual
7 Defendants Cook, Gray, Henriksen, Kimoto, and O’Connell have formulated, directed,
8 controlled, had the authority to control, or participated in the acts and practices of the Corporate
9 Defendants that constitute the common enterprise.

10 **COMMERCE**

11 19. At all times relevant to this Complaint, Defendants have maintained a substantial
12 course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act,
13 15 U.S.C. § 44.

14 **DEFENDANTS’ BUSINESS PRACTICES**

15 **Defendants’ Misrepresentations Regarding Grant Connect**

16 20. Defendants advertise, market, distribute, promote and sell Grant Connect and
17 other products and services to consumers throughout the United States.

18 21. On the Vantex website, www.vantexgroup.com, which Defendants use to recruit
19 affiliate marketers, Defendants describe Grant Connect as “a unique, consumer-friendly US
20 government grant program that delivers all of the tools for the consumer to search multiple
21 databases, write grant proposals and deliver polished plans all from one easy to use interface.”

22 22. Defendants offer Grant Connect to consumers through one of their Internet
23 websites, www.grantconnectoffer.com (the “Grant Connect Offer Site”), and through a variety of

24 _____
25 ² Throughout the Complaint, the FTC uses the term “Corporate Defendants” to refer collectively to Grant Connect LLC, Global Gold, Horizon Holdings, O’Connell Gray, Pink, Vantex, and Vertek, even though some of these entities have elected other forms of business association.

1 other channels, including affiliated websites and blogs. A screen print of the Grant Connect
2 Offer Site homepage is attached hereto as **Plaintiff's Exhibit 1**.

3 23. In their advertising, Defendants represent to consumers that they are likely to
4 obtain grants, if they sign up for Grant Connect.

5 24. Typical representations made on the Grant Connect Offer Site include, but are not
6 limited to, the following:

7 A. "Over \$10 Billion Issued in 2009 Already!"

8 B. "\$15 Billion In Grant Money Available."

9 C. "EASY TO USE PROGRAM:

10 Instantly find the Grant that's right for you!

11 Receive your government funds!"

12 D. "Get Grant Connect Today!

13 Billions of dollars are being spent every month by the government trying to
14 help stabilize the economy. With billions more on the way, it's time for you
15 to get your cut! Grants are FREE MONEY given by foundations or the
16 government to help you with your financial situation. Not only is this money
17 non-taxable and interest-free, but most of the time you don't even have to pay
18 it back!"

19 E. "The Grant Connect Advantage

20 Why spend days searching through government databases, when you could
21 have our program do it for you? This is the Grant Connect difference. Our
22 program makes the process FAST and EASY, so all you have to worry about
23 is where to spend your money!"

24 25. The Grant Connect Offer Site also features testimonials from consumers who rave
25 about Grant Connect. For example, purported Grant Connect user Tahani Hanania exclaims:

1 “It’s just so easy! I got my first grant for \$330,000. All I have to do is search and click!”

2 Similarly, Catherine Roberts proclaims: “I received \$850,000 for my business. I’m not very
3 experienced with computers and your service made everything so simple for me. I don’t know
4 why anybody would use any other program!”

5 26. In many instances, Defendants bolster these claims by using images of President
6 Obama and Vice President Biden in their advertising. For example, beginning on or about
7 January 20, 2009, and continuing until at least March 3, 2009, the Grant Connect Offer Site
8 featured a picture of President Obama and Vice President Biden standing together in front of a
9 waving American flag and next to the Grant Connect logo with a caption in large blue and red
10 letters which read: “CHANGE Is Here! \$15 BILLION in FREE Government MONEY for you!”
11 A print-out of the Grant Connect Offer Site homepage as it appeared on March 3, 2009 is
12 attached hereto as **Plaintiff’s Exhibit 2**.

13 27. Defendants’ marketing efforts also include the use of pop ups and chat boxes
14 designed to discourage consumers from leaving the Grant Connect Offer Site. In many
15 instances, when consumers attempt to leave the Grant Connect Offer Site, a confirmation box
16 pops up urging consumers to remain on the site. At the same time, a chat box pops up on the
17 screen featuring a chat agent that attempts to convince the consumer to sign up for Grant
18 Connect. Screen prints of the Grant Connect Offer Site, which capture the appearance of a
19 confirmation box and chat box, are attached hereto as **Plaintiff’s Exhibit 3**.

20 28. Defendants use the chat boxes to interact directly with consumers by exchanging
21 text messages with them in real-time. Typical representations made by Grant Connect chat
22 agents to consumers include, but are not limited to, the following:

23 A. “Hi and thanks for chatting with me! Because you’ve come this far we’d like
24 to give you our Grant Connect program for only a .99 cent [sic] processing fee
25 today. [CLICK HERE](#) to get this special offer!”

1 B. "How surprised will you be to know there is a lot of money out there for
2 people just like you and our program will show you how to get it!! Because
3 this is a special promotion you need to act right away!

4 C. "Are you ready to give it a try and get your Free Grant Money?"

5 29. Despite the numerous representations on the site regarding the ease of receiving a
6 grant, in truth and in fact, consumers using Grant Connect are not likely to obtain a grant from
7 any source. Grants have strict eligibility criteria which applicants must meet before a grant
8 application will even be considered. Even when an applicant meets these criteria, successful
9 grant seeking is not quick and easy. Rather, to be successful, grant applicants must carefully
10 research suitable opportunities, and initiate the proposal process months, or even a year, before
11 the deadline. Additionally, few grants are available to businesses involved in profit-making
12 projects. Instead, the bulk of grants are awarded to colleges, universities and other nonprofit
13 organizations. There are few, if any, grants available to the average individual consumer.

14 **Defendants' Failure to Disclose Material Terms regarding Grant Connect**

15 30. In addition to misrepresenting the likelihood that consumers will get grants and/or
16 "free money" using Grant Connect, Defendants induce consumers to sign up for Grant Connect
17 by offering it at a very low cost, ranging from \$0.99 to \$2.78, which they frame as a
18 "processing" fee.

19 31. Consumers who wish to sign up for Grant Connect go through a two-step process.
20 The first step begins on the homepage of the Grant Connect Offer Site. *See* Pl.'s Exs. 1-2. In
21 addition to the representations described in paragraph 24, this part of the website invites
22 consumers to "Get Started Today!" by disclosing their name, address, email, and phone number
23 on a form and clicking on the green "Get Access Now!" or "Find My Money!" buttons. No fees
24 or costs are mentioned in this part of the website. Instead, consumers are asked to check a box
25 next to text stating, "I have Read & Agree with the Privacy Policy," before they can proceed.

1 There is also a tiny disclaimer at the very bottom of the homepage, which would require
2 significant scrolling to reach, that states, “Users submitting this form acknowledge their
3 acceptance of the Privacy Policy / Terms and Conditions of this Web Site.” To actually view the
4 Terms and Conditions from the homepage, a consumer would have to click on the phrase “Terms
5 and Conditions” in this disclaimer. A print out of one version of the Grant Connect Terms and
6 Conditions is attached hereto as **Plaintiff’s Exhibit 4**.

7 32. Consumers who complete step one arrive at a second page on the Grant Connect
8 Offer Site where they can complete the sign-up process. This page of the website is substantially
9 similar to the Grant Connect Offer Site homepage. It features the same graphics, testimonials,
10 and representations regarding the likelihood of obtaining grants using Grant Connect, and a
11 similar layout. The form with the information provided by the consumer is still displayed,
12 however, the form now contains fields for consumers to enter their credit or debit card type,
13 number, expiration date, and authorization code. In addition, the form in the second step
14 contains text at the top, which reads either, “Limited Time: \$2.78 Today Only!” or “Limited
15 Time: \$.99 Today Only!” A screen print of the second page of the Grant Connect Offer Site is
16 attached hereto as **Plaintiff’s Exhibit 5**.

17 33. In some instances, consumers also are asked to check a box next to new text
18 stating, “I have Read & Agree with the Terms and Conditions, Privacy Policy, and Offer Details
19 below” before they can proceed. This checkbox appears only during step two of the signup
20 process. In some instances, there is also a tiny disclaimer at the bottom of the page that states,
21 “Users submitting this form acknowledge their acceptance of the Privacy Policy / Terms and
22 Conditions of this Web Site.” To actually view the Terms and Conditions from the second page
23 of the Grant Connect Offer Site, a consumer would have to click on the phrase, “Terms and
24 Conditions,” contained in the text next to the checkbox or in the disclaimer at the bottom the
25 page.

1 34. In numerous instances, Defendants enroll consumers in a costly membership
2 program for Grant Connect and charge consumers' credit cards or debit their bank accounts on a
3 recurring monthly basis unless the consumers cancel their memberships within seven days of
4 being enrolled. Defendants charge or debit consumers \$39.95 per month if they do not cancel
5 their membership within the seven day period.

6 35. In numerous instances, Defendants also enroll consumers in, and charge their
7 credit cards or debit their bank accounts for, additional products and services, including, but not
8 limited to: Id Pro Alert (described by Defendants as "identity theft protection"), ID Lock On
9 (described by Defendants as "identity theft protection"), Member Legal Net (described by
10 Defendants as "a team of legal experts to help anytime you need them!") and/or SmartHealth
11 Gold (described by Defendants as "quality, affordable health benefits").

12 36. Charges for Grant Connect and these additional products and services are not
13 adequately disclosed.

14 37. In some instances, the following inadequately disclosed language appears in small
15 densely packed text below the "Get Access Now!" button on the second page of the Grant
16 Connect Offer Site:

17 OFFER DETAILS: By clicking "Submit" I am authorizing Grant Connect to
18 charge my credit or debit card a \$2.78 processing fee for my 7 days trial
19 membership. After the 7 day trial, if I do not call customer service to cancel, the
20 account I provided here will be charged \$39.95 each month thereafter. I may
21 cancel by calling the customer service number of Grant Connect listed in the
22 Terms and Conditions.

23
24 As an additional bonus, you will also receive a 14 day trial of SmartHealth Gold
25 medical and lifestyle benefits for a processing fee of \$1.65. Unless you cancel,

1 SmarthHealth Gold will bill your account \$19.95 for the services each month
2 thereafter. You have the right to cancel by calling the number listed at
3 smarthealthgold.com.

4
5 As an additional bonus, I agree to receive a 14 day trial to MemberLegalNet.
6 After the trial period, unless I cancel, MemberLegalNet will charge my account
7 \$12.95 a month thereafter. I may cancel by calling the toll free number located at
8 memberlegalnet.com.

9 38. The inconspicuous Grant Connect “Offer Details” and “Terms and Conditions”
10 fail to adequately inform consumers that they will be enrolled in and charged for a membership
11 program if they fail to cancel within seven days, and that they will be enrolled in and charged for
12 additional products or services, including, but not limited to: Id Pro Alert, ID Lock On, Member
13 Legal Net and/or SmartHealth Gold, especially in light of the Defendants’ more prominent
14 representations that consumers will receive Grant Connect at a very low cost ranging from \$0.99
15 to \$2.78.

16 39. In numerous instances, consumers learn that Grant Connect is a costly
17 membership program, and that they have been enrolled for one or more additional products or
18 services only after their accounts have been charged.

19 **Defendants’ Use of Other Websites to Charge**

20 **Consumers for Grant Connect and Other Products or Services**

21 40. Defendants also use websites that promote non-grant related products or services
22 to enroll consumers in the Grant Connect membership program and to charge their credit cards
23 or debit their bank accounts.

24 41. For example, Defendants advertise, market, distribute, promote and sell First Plus
25 Platinum cards through one of their Internet websites, www.firstplusplatinumoffer.com (the

1 “First Plus Platinum Offer Site”), and through a variety of channels, including affiliated websites
2 and blogs. A screen print of the homepage of the First Plus Platinum Offer Site is attached
3 hereto as **Plaintiff’s Exhibit 6**.

4 42. In their advertising for First Plus Platinum, Defendants represent to consumers
5 that they are guaranteed to get a “\$7,500 Unsecured Credit Line” at “0% Interest For 12 Months”
6 if they apply. This advertising makes no mention of Grant Connect.

7 43. In applying for First Plus Platinum, consumers are asked to pay an activation fee
8 ranging from \$0.99 to \$2.78 by entering their credit or debit card type, number, expiration date,
9 and authorization code.

10 44. In numerous instances, Defendants fail to disclose, or to disclose adequately, to
11 consumers who apply for First Plus Platinum cards that they will be enrolled in, and that their
12 credit or debit card will be charged for, membership programs, including First Plus Platinum and
13 additional products or services, such as Grant Connect.

14 45. In some instances, fine print at the bottom of the First Plus Platinum Offer Site
15 states:

16 Offer Details: By submitting this order you give First Plus Platinum Credit
17 authorization to charge your debit or credit card a processing fee of \$2.78 for the
18 7 day trial membership. The \$7,500 credit account is for use toward thousands of
19 our merchandise items only. After the 7 day trial, unless you cancel, we will
20 automatically bill the account your provided us today for \$39.95, and each month
21 thereafter. All monthly fees will be applied to any outstanding line of credit
22 balance. This charge will appear as debit by “Credit Line” on your statement.
23 You have the right to cancel any time by calling the toll-free number provided in
24 the Terms and Conditions.
25

1 You also agree to receive a 15 day FREE trial membership for Grant Connect
2 where you can get easy access to free government money. After the 15-day trial,
3 unless you cancel, Grant Connect will charge your account \$19.95 each month
4 thereafter. You have the right to cancel any time by calling the toll-free number
5 located at grantconnect.com.

6
7 As an additional bonus, you will also receive a FREE 10 day trial of Vcomm300
8 International and Long Distance Calling Service. Unless you cancel, Vcomm300
9 will bill your account \$14.95 for the services each month thereafter. You have
10 the right to cancel anytime by calling the toll-free number located at
11 vcomm300.com.

12 46. Buried in paragraph 23 of First Plus Platinum's eight page, single spaced Member
13 Agreement is the following language:

14 PROMOTIONAL OFFERS: As the First Plus Platinum Offer Terms and
15 Conditions and web site indicated, I accepted enrollment for up to 2 additional
16 promotional product offers using the relevant data I entered for the First Plus
17 Platinum Offer. The following are links to Terms of all our affiliated third party
18 promotional offers: Grant Connect, Vcomm300, VCommUnlimited, CarExpress,
19 Premier Plus Member. For additional information regarding the offers I signed
20 up for, I can refer to the website where I signed up, or I can call Customer
21 Service at 1-800-595-5110.

22 A print out of one version of the First Plus Platinum Member Agreement is attached hereto as
23 **Plaintiff's Exhibit 7.**

24 47. In numerous instances, consumers learn they have been enrolled in Grant
25 Connect's membership program only after their accounts have been charged monthly fees for

1 Grant Connect.

2 **VIOLATIONS OF THE FTC ACT**

3 48. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts
4 or practices in or affecting commerce.”

5 49. Misrepresentations or deceptive omissions of material fact constitute deceptive
6 acts or practices prohibited by Section 5(a) of the FTC Act.

7 **COUNT I – Misrepresentation**

8 50. In connection with the marketing and sale of grant-related products or services,
9 including, but not limited to, Grant Connect, Defendants have represented, directly or indirectly,
10 expressly or by implication, that consumers who purchase and use Defendants’ products or
11 services are likely to obtain a government or other grant.

12 51. The representation set forth in Paragraph 50 of this Complaint is false,
13 misleading, and/or was not substantiated at the time the representation was made.

14 52. Therefore, the making of the representation set forth in Paragraph 50 of this
15 Complaint constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15
16 U.S.C. § 45(a).

17 **COUNT II — Failure to Disclose**

18 53. In numerous instances in connection with the advertising, marketing, promotion,
19 offering for sale, or sale of a variety of products and services, including but not limited to Grant
20 Connect and First Plus Platinum, Defendants have represented, directly or indirectly, expressly
21 or by implication, that their products or services are available at a very low cost.

22 54. In numerous instances in which Defendants have made the representation set forth
23 in Paragraph 53 of this Complaint, Defendants have failed to disclose, or disclose adequately, to
24 consumers, material terms and conditions of the offer, including:

25 A. that consumers who sign up for one of the Defendants’ products or services

1 are enrolled in a membership program for the product or service and must
2 cancel the program within a limited time period to avoid additional charges;

3 B. that consumers who sign up for one of the Defendants' products or services
4 will be charged for additional unrelated products or services unless consumers
5 take affirmative action to avoid the charges; and

6 C. the amounts of such charges.

7 55. Defendants' failure to disclose, or disclose adequately, the material information
8 described in Paragraph 54, above, in light of the representation described in Paragraph 53, above,
9 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C.
10 § 45(a).

11 **VIOLATIONS OF THE ELECTRONIC FUND TRANSFER ACT AND REGULATION E**

12 56. Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), provides that a "preauthorized
13 electronic fund transfer from a consumer's account may be authorized by the consumer only in
14 writing, and a copy of such authorization shall be provided to the consumer when made."
15 Section 903(9) of the EFTA, 15 U.S.C. § 1693a(9), provides that the term "preauthorized
16 electronic fund transfer" means "an electronic fund transfer authorized in advance to recur at
17 substantially regular intervals."

18 57. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that
19 "[p]reauthorized electronic fund transfers from a consumer's account may be authorized only by
20 a writing signed or similarly authenticated by the consumer. The person that obtains the
21 authorization shall provide a copy to the consumer."

22 58. Section 205.10 of the Federal Reserve Board's Official Staff Commentary to
23 Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that "[t]he authorization process should
24 evidence the consumer's identity and assent to the authorization." *Id.* ¶ 10(b), cmt 5. The
25 Official Staff Commentary further provides that "[a]n authorization is valid if it is readily

1 identifiable as such and the terms of the preauthorized transfer are clear and readily
2 understandable.” *Id.* ¶ 10(b), cmt 6.

3 **COUNT III—Unauthorized Debiting of Consumers’ Bank Accounts**

4 59. In numerous instances, Defendants have debited consumers’ bank accounts on a
5 recurring basis without obtaining a written authorization signed or similarly authenticated from
6 consumers for preauthorized electronic fund transfers from their accounts, thereby violating
7 Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12
8 C.F.R. § 205.10(b).

9 60. In numerous instances, Defendants have debited consumers’ bank accounts on a
10 recurring basis without providing a copy of a written authorization signed or similarly
11 authenticated by the consumer for preauthorized electronic fund transfers from the consumer’s
12 account, thereby violating Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), and Section
13 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

14 61. Pursuant to Section 917 of the EFTA, 15 U.S.C. § 1693o(c), every violation of the
15 EFTA and Regulation E constitutes a violation of the FTC Act.

16 62. By engaging in violations of the EFTA and Regulation E as alleged in Paragraphs
17 59 and 60 of this Complaint, Defendants have engaged in violations of the FTC Act. 15 U.S.C.
18 § 1693o(c).

19 **CONSUMER INJURY**

20 63. Consumers have suffered and will continue to suffer substantial injury as a result
21 of Defendants’ violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), Section 907(a) of
22 EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, as set forth above. In
23 addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices.
24 Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers,
25 reap unjust enrichment, and harm the public interest.

1 4. Award the FTC the costs of bringing this action, as well as any other equitable
2 relief that the Court may determine to be just and proper.

3 Dated: July 27, 2009

Respectfully submitted,

4
5 WILLARD K. TOM
6 General Counsel

7 
8 _____

ROBERTO ANGUIZOLA
TRACEY THOMAS

9 Attorneys for Plaintiff
10 Federal Trade Commission



Over \$10 Billion Issued in 2009 Already! - ABC News



EASY TO USE PROGRAM:

- ➔ Instantly find the Grant that's right for you!
- ➔ Apply for Government funds!

"More significant sums of money may be out there for your taking, you just need to find it." - ABC NEWS

In the News:



It's Fast! Get Started Today!

First Name:

Last Name:

Address:

City:

State: Select Your State

Zip:

E-Mail:

Phone #:

I have Read & Agree with the [Privacy Policy](#)

Get Access Now!

Testimonials *

PLAINTIFF'S EXHIBIT 1

Apply for Government funds!

"More significant sums of money may be out there for your taking, you just need to find it. - ABC NEWS

In the News:



"Us Department of Housing and Urban Development officials announced Friday how they will divide \$4 billion in community block grants across the country."



"Stay positive by turning economic lemons into lemonade. The struggling economy isn't all bad for your finances, so look for that silver lining"



"The largest increase ever to the Pell Grant program, which mostly supports students from families earning under \$30,000 a year."

Get Grant Connect Today

Billions of dollars are being spent every month by the government trying to help stabilize the economy. With billions more on the way, it's time for you to get your cut! Grants are FREE MONEY given by foundations or the government to help you with your financial situation. Not only is this money non-taxable and interest-free, but most of the time you don't even have to pay it back!

The Grant Connect Advantage

Why spend days searching through government databases, when you could have our program do it for you? This is the Grant Connect difference. Our

Transferring data from www.acagenthelp.com...

Zip: [input]

E-Mail: [input]

Phone #: [input] - [input] - [input]

I have Read & Agree with the Privacy Policy

Get Access Now!

Testimonials *



"It's just so easy! I got my first grant for \$330,000! All I have to do is search and click!"

- Tahani Hanania



"Wow, I'm so happy that I found You Guys! It is sincerely the best program out there for anybody who is looking for grants."

- Nerita Garner



"I received \$850,000 for my







www.grantconnectoffer.com

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The Grant Connect Advantage

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-  **Advanced Search Tool**
-  **Step-by-Step Tutorials**
-  **Application Wizard**
-  **Submission Tracking**
-  **Proposal Wizard**
-  **& Much More!**

Get Access to Billions of Dollars Available to US Citizens Now!

SIGN UP NOW!



"Wow, I'm so happy that I found You Guys! It is sincerely the best program out there for anybody who is looking for grants."

- Nerita Garner

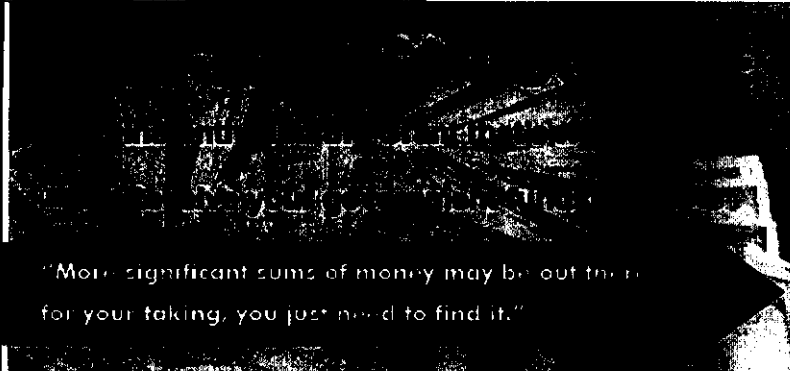


"I received \$850,000 for my business. I'm not very experienced with computers and your service made everything so simple for me. I don't know why anybody would use any other program!"

- Catherine Roberts

Grant Connect - \$15 Billion of FREE Money Available

PLAINTIFF'S
EXHIBIT
2



"More significant sums of money may be out there for your taking, you just need to find it."

Finish Form For **FREE FUNDS**

First Name:

Last Name:

Address:

City:

State:

Zip:

E-Mail:

Phone #:



"Us Department of Housing and Urban Development officials announced Friday how they will divide \$4 billion in community block grants across the country."



"Stay positive by turning economic lemons into lemonade. The struggling economy isn't all bad for your finances, so look for that silver lining"



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- Advanced Search Tool**
- Step-by-Step Tutorials**
- Application Wizard**
- Submission Tracking**
- Proposal Wizard**
- & Much More!**



Success Stories

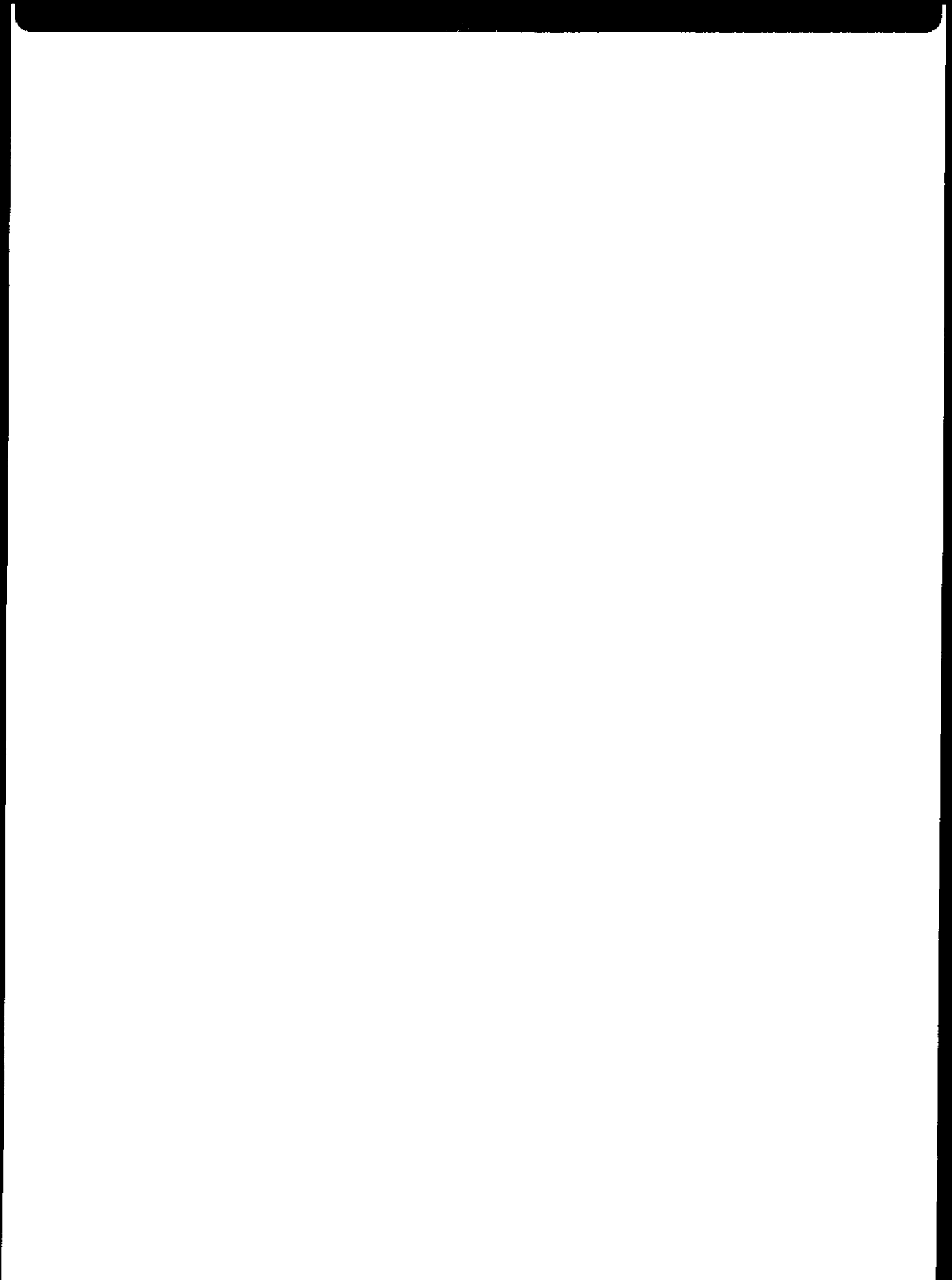


"It's just so easy! I got my first grant for \$330,000. All I have to do is search and click!"
-T. Hanania



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-N. Garner

Grant Connect - \$15 Billion of FREE Money Available



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The Grant

Why spend days...
have our program...
program makes...
exclusive benefits

- Application
- Proposals

Get Access to

Grant Connect *Special* Offer

Liz: Wait! I have a special deal for you that I need to tell you about! Please type "Hi" in the message field below!

Liz: Hi and thanks for chatting with me! Because you've come this far we'd like to give you our Grant Connect program for only a .99 cent processing fee today. **CLICK HERE** to get this special offer!

Liz: How surprised will you be to know there is a lot of money out there for people just like you and our program will show you how to get it! Because this is a special promotion you need to act right away!



Type Here:

Send

SIGN UP NOW!

Confirm

Are you sure you want to navigate away from this page?

Please click 'CANCEL' now to stay and claim your special offer.

Press OK to continue, or Cancel to stay on the current page.

OK Cancel

PLAINTIFFS EXHIBIT 3

Billions of dollars are being spent every month by the government trying to help stabilize the economy. With billions more on the way, it's time for you to get your cut! Grants are FREE MONEY given by foundations or the government to help you with your financial situation. Not only is this money non-taxable and interest-free, but most of the time you don't even have to pay it back!

The Grant

Why spend days...
have our program...
program makes...

Application

Proposals

Get Access to

Grant Connect *Special* Offer

Liz: Are you ready to give it a try and get your Free Grant Money?

Liz: Where did you go?

Liz: Hey what happened?

Liz: Last chance... please respond or I have to go!

Liz: It's been great chatting with you and I have to go because it's really busy right now. Sorry! Good luck and simply click on one of the links above to get started.



Type Here:

Send

ACAgent

Sign up now!



**GRANT CONNECT
PLEASE READ TERMS AND CONDITIONS FOR ALL PRODUCTS
VERY CAREFULLY
TERMS AND CONDITIONS**

By selecting to participate with Grant Connect you expressly agree to be bound by all the terms and conditions of this Agreement in the use of the account issued to you to research and apply for government grants. The words "you" and "your" mean the person or persons named on the account. The words "we", "our" and "us" refer to Grant Connect herein referred to as (GC).

You certify that you are at least 18 years of age and that all information you provide to Grant Connect is true and accurate. You understand that using your account with Grant Connect constitutes your acceptance of all the terms and conditions of this agreement.

ACCEPTANCE OF AGREEMENT: By accepting the terms and conditions you are entering into an agreement between you and GC. Any updates to this agreement will be posted on the website. You should review this agreement each time you use the website and/or your account.

1. MEMBERSHIP FEE: The monthly membership fee of \$30 plus the monthly maintenance fee of \$9.95 that you are authorizing will be automatically drafted monthly from your Credit Card or Checking Account that you have provided, unless either party cancels the agreement in writing thirty (30) days in advance. The monthly maintenance fee is non-refundable.

2. HOW FREE TRIAL WORKS: You have 7 days risk free to review and/or use your membership 24 hours a day. If for any reason you want to cancel, call our customer service center at 1-888-573-6126 and cancel before your 7-day risk free membership trial is completed. If you do not cancel within your 7-day risk free membership trial you will be automatically drafted \$39.95 from your Credit Card or Checking Account that GC has on file and every month thereafter.

3. RESPONSIBILITY AND LIABILITY: All benefit providers are independent companies and are not agents of Grant Connect. All benefits are subject to the terms and conditions specified by the suppliers. Grant Connect has no authority to alter the terms and conditions of any benefit provider. Grant Connect shall have no liability with regard to any services provided by any benefit provider. You agree that any claim with regard to any services shall be made only against the benefit provider, Grant Connect's sole obligation hereunder shall be to provide access to the benefit provider. Grant Connect is not responsible for personal injuries, loss or damage of property, inconvenience or expense resulting from matters beyond its control, including but not limited to; changes in benefits by benefit providers, theft, strikes, government actions, acts of God, etc. Grant Connect may make any changes to any benefits that it believes necessary.

4. CHANGE IN TERMS: We reserve the right to change the terms of this Agreement at any time. Your retention of the account after the effective date of any changes will constitute your acceptance of the new terms.

5. CANCELLATION: You may cancel your account by providing written notice and paying your entire outstanding balance at any time. Any account issued remains our property and you agree to relinquish it upon demand.

6. PROPRIETARY RIGHTS: The content, software, graphics, design, etc. as related to the Website www.grantconnect.com, the Service (helping in learning about, researching and applying for government grants) and/or your Account are protected under applicable copyrights, trademarks and other proprietary rights. Any copying, redistribution and/or publication by you of any part of the Website, the Service and/or your Account are strictly prohibited. You do not acquire ownership rights to any content, document, software, service or other materials viewed at or through the Website, the Service and/or your Account. The posting of information or material at the Website by Grant Connect does not constitute a waiver of any right in such information and/or materials.

7. PRIVACY POLICY: Use of the Website, the Service and/or your Account is subject to our Privacy Policy, which is hereby incorporated into, and made part of this Agreement. We reserve the right, and you authorize us, to use and assign all information, Service and Account use, as well as any and all other personal information provided by you, in any manner consistent with our Privacy Policy.

8. INDEMNIFICATION: You agree to indemnify, defend and hold Grant Connect, its owners, and each of their respective officers, partners, members, employees, agents attorneys, and affiliates harmless against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and expenses, including reasonable attorneys' fees, administrative costs and/or settlement costs arising from your breach of this Agreement and/or your use of the Website, the Service and/or your Account, in any manner whatsoever.

9. FRAUD RESOLUTION: It is the policy of Grant Connect to fully cooperate with all law enforcement agencies in the pursuit of fraud, including but not limited to the unauthorized use of information in applying for this membership. If you believe your bank account was fraudulently charged for the membership fee, contact us immediately and we will make every effort to aid in a resolution. Before we can take any action, please fax or mail a copy of the official report filed with your local Police or law enforcement agency detailing the suspected fraudulent act

and also a copy of the portion of your account statement showing the date and amount of the withdrawal. Please allow us two (2) weeks for resolution after we receive the report and statement.

10. AUTHORIZATION TO OBTAIN & DISCLOSE INFORMATION: Becoming a member of Grant Connect the Company may require you to provide updated and/or additional information during the term of your membership in order for you to receive additional benefits.

11. THE FEDERAL E-SIGN ACT (HR-1714) ON FINAL DIGITAL SIGNATURE: Documents using electronic signatures hold equal legal status as documents signed by handwritten signatures. By completing the online application for the Grant Connect shopping card you declare that you have read and understand all of the terms and conditions and agree to all sections of the terms and conditions. In addition, you certify that your digital signature you provide is equal to your hand written signature. Reliance on your electronic signature, as obtained herein, was specifically sanctioned and written into law when the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Transactions Act ("E-Sign") were enacted in 1999 and 2000, respectively. Both laws specifically preempt all state laws that recognize only paper records or handwritten signatures.

12. DISCLAIMERS AND LIMITATIONS: THE WEBSITE, THE SERVICE, YOUR ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH GRANT CONNECT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING, WITHOUT LIMITATION, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). THE WEBSITE, THE SERVICE, YOUR ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH THE SERVICE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. GRANT CONNECT AND THE COVERED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, THE SERVICE, YOUR ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH THE SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, GRANT CONNECT AND THE COVERED PARTIES ARE NOT LIABLE TO YOU AND/OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN GRANT CONNECT AND YOU. THE WEBSITE, THE SERVICE, YOUR ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH THE SERVICE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE, THE SERVICE, YOUR ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH THE SERVICE SHALL CREATE ANY WARRANTY, REPRESENTATION AND/OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. ALL RESPONSIBILITY AND/OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES AND/OR WORMS CONTAINED WITHIN AN ELECTRONIC FILE AVAILABLE AT THE WEBSITE AND/OR THROUGH THE SERVICE IS DISCLAIMED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED, OBTAINED OR OTHERWISE ACCESSED THROUGH THE USE OF THE WEBSITE, THE SERVICE AND/OR YOUR ACCOUNT IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOADING OF ANY SUCH MATERIAL.

14. OUR MAXIMUM LIABILITY TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE EQUAL TO THE LOWEST PURCHASE PRICE THAT YOU HAVE PAID FOR ANY SINGLE PIECE OF MERCHANDISE AT THE WEBSITE AND/OR THROUGH THE SERVICE. NOTWITHSTANDING THE FOREGOING, GRANT CONNECT SHALL NOT BE LIABLE TO YOU FOR ANY SERVICE, GOODS OR INFORMATION AVAILABLE FROM THIRD PARTIES, EVEN IF OBTAINED AT OR THROUGH THE WEBSITE AND/OR SERVICE.

15. CHOICE OF LAW; JURISDICTION AND VENUE: The laws of Nevada shall be applied in any dispute or claim arising between Grant Connect and you. Any and all lawsuits or claims arising out of this Agreement or the relationship covered hereby shall be brought exclusively in the Courts of either Clark County, Nevada, or the US District Court, District of Nevada, without regards to their conflicts of laws.

SMARTHEALTH GOLD MEMBER TERMS & CONDITIONS

By using this service, you consent to the Terms and Conditions below.

This Agreement is between Yourself and SmartHealth Gold, and sets out the terms and conditions of the SmartHealth Gold Membership packages (Programs). SmartHealth Gold offers Programs with the following terms and conditions of Membership per this Agreement.

MEMBERSHIP ADMINISTRATION

The administration of SmartHealth Gold programs is by Amacore Group. SmartHealth Gold's only obligation under this Agreement is to administer enrollment of the member and participating providers. SmartHealth Gold may, if it deems necessary, assign its duties and responsibilities hereunder to third parties, and shall be relieved of any further liability hereunder.

MEMBERSHIP AGREEMENT AND QUALIFIED PARTICIPANTS:

Except as provided for in these Terms and Conditions, You, the Member, must be actively enrolled and current on Your membership fees for the Program to receive the services of Your membership. You agree that You will use Your Membership only for Your personal benefit or if You are participating as a Family Member, then only for the benefit of Yourself and Your Immediate Family Members. "Immediate Family Members" include the Member's spouse, unmarried children and step-children up to the age of 18, unless they are attending an accredited College or University, and then to the age of 23.

MEMBERSHIP ACCEPTANCE & ELIGIBILITY:

You will be notified by direct mail of Your acceptance and activation as a Member. Your membership is automatically renewed each month based on the date of Your Membership Enrollment (Enrollment Date means the date Your original payment was processed and Your Membership Accepted).

MEMBERSHIP PAYMENT:

You understand that payment is due in advance of Your Membership Effective Date and that automatic payments begin the month after Your Membership is processed. You also understand that SmartHealth Gold is not required to notify You if Your payment should be declined and

membership to proceed. You also understand that SmartHealth Gold is not required to notify you if your payment should be deemed and that failure to pay all applicable fees by Your current Monthly Effective Date may result in cancellation of Your Membership.

MEMBERSHIP SAVINGS AND PROGRAM AVAILABILITY:

The actual savings You derive from Your membership will vary, depending upon Your location and the specific services or products within Your membership program. Savings will be derived from the discounts received from the provider's published fees (as the same may change from time to time). All fees listed or quoted by SmartHealth Gold are based upon information which we believe to be accurate. However, all fees and prices are subject to change at any time without notice. Please understand that SmartHealth Gold is not major medical insurance nor an employer-sponsored major medical plan. This membership package should not be used to replace major medical insurance coverage you may have in place. It is the responsibility of the Member to call SmartHealth Gold for a list of participating providers in their area, or to verify that a provider is a current participant in the program. The actual programs offered by SmartHealth Gold may vary from state to state, and the list of SmartHealth Gold providers is subject to change at any time without further notice to You. SmartHealth Gold or its agents have inquired of participating providers to ensure appropriate credentials to provide the requisite services and goods, but may not have performed any additional inquiries as a result of the responses received, and assume no obligations to do so. The Companies, which include SmartHealth Gold, the Program Administrator, Vendors, and the Networks, assume no liability with regard to any service provided, or to be provided, by any participating Providers. All Providers are independent contractors of the Program, and are solely responsible for the professional advice and treatment rendered to Members. You agree that any claim with regard to services shall be made against the Providers of such services and not the Companies.

Member Legal Net Terms & Conditions

TERMS AND CONDITIONS: By selecting to participate with Member Legal Net you expressly agree to be bound by all the terms and conditions of this Agreement in the use of the account issued to you to research and apply for government grants. The words "you" and "your" mean the person or persons named on the account. The words "we", "our" and "us" refer to Member Legal Net herein referred to as (MLN).

You certify that you are at least 18 years of age and that all information you provide to Member Legal Net is true and accurate. You understand that using your account with Member Legal Net constitutes your acceptance of all the terms and conditions of this agreement.

- 1. ACCEPTANCE OF AGREEMENT:** By accepting the terms and conditions you are entering into an agreement between you and MLN. Any updates to this agreement will be posted on the website. You should review this agreement each time you use the website and/or your account.
- 2. MEMBERSHIP FEE:** The monthly membership fee of \$12.95 that you are authorizing will be automatically drafted monthly from your Credit Card or Checking Account that you have provided, unless either party cancels the agreement in writing thirty (30) days in advance.
- 3. HOW FREE TRIAL WORKS:** You have 14 days risk free to review and/or use your membership 24 hours a day. If for any reason you want to cancel, call our customer service center at 1-888-842-0016 and cancel before your 14-day risk free membership trial is completed. If you do not cancel within your 14-day risk free membership trial you will be automatically drafted \$12.95 from your Credit Card or Checking Account that MLN has on file and every month thereafter.
- 4. RESPONSIBILITY AND LIABILITY:** All benefit providers are independent companies and are not agents of Member Legal Net. All benefits are subject to the terms and conditions specified by the suppliers. Member Legal Net has no authority to alter the terms and conditions of any benefit provider. Member Legal Net shall have no liability with regard to any services provided by any benefit provider. You agree that any claim with regard to any services shall be made only against the benefit provider, Member Legal Net's sole obligation hereunder shall be to provide access to the benefit provider. Member Legal Net is not responsible for personal injuries, loss or damage of property, inconvenience or expense resulting from matters beyond its control, including but not limited to; changes in benefits by benefit providers, theft, strikes, government actions, acts of God, etc. Member Legal Net may make any changes to any benefits that it believes necessary.
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- 8. PROPRIETARY RIGHTS:** The content, software, graphics, design, etc. as related to the Website www.memberlegalnet.com, the Service (making discount legal services available) and/or your Account are protected under applicable copyrights, trademarks and other proprietary rights. Any copying, redistribution and/or publication by you of any part of the Website, the Service and/or your Account are strictly prohibited. You do not acquire ownership rights to any content, document, software, service or other materials viewed at or through the Website, the Service and/or your Account. The posting of information or material at the Website by Member Legal Net does not constitute a waiver of any right in such information and/or materials.
- 9. PRIVACY POLICY:** Use of the Website, the Service and/or your Account is subject to our Privacy Policy [provide a link to it], which is hereby incorporated into, and made part of this Agreement. We reserve the right, and you authorize us, to use and assign all information, Service and Account use, as well as any and all other personal information provided by you, in any manner consistent with our Privacy Policy.
- 10. INDEMNIFICATION:** You agree to indemnify, defend and hold Member Legal Net, its owners, and each of their respective officers, partners, members, employees, agents attorneys, and affiliates harmless against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and expenses, including reasonable attorneys' fees, administrative costs and/or settlement costs arising from your breach of this Agreement and/or your use of the Website, the Service and/or your Account, in any manner whatsoever.
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fraudulently charged for the membership fee, contact us immediately and we will make every effort to aid in a resolution. Before we can take any action, please fax or mail a copy of the official report filed with your local Police or law enforcement agency detailing the suspected fraudulent act and also a copy of the portion of your Account statement showing the date and amount of the withdrawal. Please allow us two (2) weeks for resolution after we receive the report and statement.

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YOUR MAXIMUM LIABILITY TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE EQUAL TO THE LOWEST PURCHASE PRICE THAT YOU HAVE PAID FOR ANY SINGLE PIECE OF MERCHANDISE AT THE WEBSITE AND/OR THROUGH THE SERVICE. NOTWITHSTANDING THE FOREGOING, MEMBER LEGAL NET SHALL NOT BE LIABLE TO YOU FOR ANY SERVICE, GOODS OR INFORMATION AVAILABLE FROM THIRD PARTIES, EVEN IF OBTAINED AT OR THROUGH THE WEBSITE AND/OR SERVICE.

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\$15 Billion In Grant Money Available

Step 2 of 2

EASY TO USE PROGRAM:

- Instantly find the Grant that's right for you!
- Apply for Government funds!

"More significant sums of money may be out there for your taking, you just need to find it." - ABC NEWS



**It's Fast!
Get Started Today!**

Limited Time: **\$2.78 Today Only!**

First Name: Mickey

Last Name: Mouse

Email: mmouse@mac.com

Phone: 571 - 451 - 2877

Billing Address: 1111 Mouse Drive

Billing Address 2:

City: Disneyland

State: California

Zip: 20191

We Accept:

Card Type: Visa

Card Number:

Expires: 01 / 2009

CVV: (what's this?)

PLAINTIFF'S EXHIBIT 5


In the News



Transferring data from www.acagenthelp.com...

www.grantconnectoffer.com

Case 2:09-cv-01349-PMP-RJJ Document 1-3 Filed 07/27/2009 Page 31 of 46



In Grant Money Available

Step 2 of 2

EASY TO USE PROGRAM:

Instantly find the Grant that's right for you!
Apply for Government funds!

How important some of money may be out there for your taking, you just need to find it. - ABC NEWS

In the News



US Department of Housing and Urban Development officials announced Friday how they will divide \$4 billion in community block grants across



The federal government is sending Idaho nearly \$20 million to buy or remodel foreclosed homes in an attempt to stabilize neighborhoods.



For low-income students, Pell Grants, which don't have to be repaid, are the most important federal aid program.

It's Fast! Get Started Today!

Limited Time: \$2.78 Today Only!

First Name: Mickey

Last Name: Mouse

Email: mmouse@mac.com

Phone: 571 - 451 - 2877

Billing Address: 1111 Mouse Drive

Billing Address 2:

City: Disneyland

State: California

Zip: 20191

We Accept: VISA MASTERCARD DISCOVER AMEX

Card Type: Visa

Card Number:

Expires: 01 2009

CVV: (what's this?)

I have Read & Agree with the [Terms and Conditions](#), [Privacy Policy](#) and [Offer Details](#) below.

Get Access Now!




US Department of Housing and Urban Development officials announced Friday how they will divide \$4 billion in community block grants across the country.



The federal government is sending Idaho nearly \$20 million to buy or remodel foreclosed homes in an attempt to stabilize neighborhoods.



For low-income students, Pell Grants, which don't have to be repaid, are the most important federal aid program.

"More significant sums of money may be out there for your taking — you just need to find it" 

Testimonials



"It's just so easy! I got my first grant for \$330,000! All I have to do is search and click!"

- Tahani Hanania

Start today and get these two great bonuses!

Now that you are ready to activate your \$7500 Credit Line, you are invited to receive quality, affordable health benefits for you and your entire family. Created as a solution to the rising medical cost, the SmartHealth Gold program gives you a 14 day trial to begin experiencing benefits you can depend on. +

Transferring data from www.acagenthelp.com...

cvv: (what's this?)

I have Read & Agree with the [Terms and Conditions](#), [Privacy Policy](#) and Offer Details below.

Get Access Now!

OFFER DETAILS: By clicking "Submit" I am authorizing Grant Connect to charge my credit or debit card a \$2.78 processing fee for my 7 days trial membership. After the 7 day trial, if I do not call customer service to cancel, the account I provided here will be charged \$39.95 each month thereafter. I may cancel by calling the customer service number of Grant Connect listed in the Terms and Conditions.

As an additional bonus, you will also receive a 14 day trial of SmartHealth Gold medical and lifestyle benefits for a processing fee of \$1.95. Unless you cancel, SmartHealth Gold will bill your account \$19.95 for the services each month thereafter. You have the right to cancel by calling the number listed at smarthealthgold.com

As an additional bonus, I agree to receive a 14 day trial to MemberLegalNet. After the trial period, unless I cancel, MemberLegalNet will charge my account \$12.95 a month thereafter. I may cancel by calling the toll free number located at memberlegalnet.com.

www.grantconnectoffer.com

advice on government programs, create a simple will or even fight a parking ticket! Skilled and affordable legal help is a must as you go on to achieve your dreams of financial independence.

How do I Get Started?

Hundreds of organizations award grants every month. Finding the right grant to meet your financial needs is half the battle! Our program makes this process **FAST and EASY**:

- ➔ Sign up for the Grant Connect program
- ➔ Immediately check our search engine for the grant that is right for you
- ➔ Apply for your Government funds!

Why spend several days researching boring government databases?
Grant Connect shows you the path to quick and easy money in seconds!

Act Now!

Grants are awarded daily, so make sure you don't miss out!

\$7,500 CREDIT LINE

Step 1 of 2



Would You Like a Guaranteed
\$7,500 Unsecured Credit Line &
0% Interest
For the First 12 Months!

FINALLY... YOUR APPROVAL IS GUARANTEED!
Are you tired of being turned down for credit accounts?
There is hope, we believe in giving everyone a chance....

Activate today and receive...
0% INTEREST FOR



First Name

Last Name

Email

Phone

Cell Phone

Address

EXHIBIT 6

Activate today and receive...
0% INTEREST FOR 12 FULL MONTHS

Credit Stories In The NEWS!



"Living with no credit can be severely limiting"



"The more available credit you have, the better it is for you."



"The easiest way to improve your credit"

We understand that sometimes it may be very difficult to get approved for credit. That is why we have come up with this **LIMITED TIME OFFER**. Take this opportunity to treat yourself or your family and friends to something

Address
Address 2
City
State Select Your State
Zip Code

I have read and agree with the [Privacy Policy](#).

SUBMIT

[Terms and Conditions](#)

Instant
GUARANTEED

the better it is for you."

Forbes

"The easiest way to improve your credit"

We understand that sometimes it may be very difficult to get approved for credit. That is why we have come up with this **LIMITED TIME OFFER**. Take this opportunity to treat yourself or your family and friends to something nice. With your **\$7,500 Credit Line** you can purchase many of the things you have always wanted.

Don't be fooled by other credit offers that lure you in with a low interest rate for only a short amount of time. Take advantage of this great offer now.

APPROVAL IS GUARANTEED! What are you waiting for?

- ✓ No Credit Checks
- ✓ No Annual Fees
- ✓ Bankruptcy No Payment

[Terms and Conditions](#)



"I just wanna say thank you for my \$7,500.00 line of credit...that's unbelievable!!! I, like many people these days, don't have the best credit in the world and was turned down quite a few times for credit. You guys gave me and my family a second chance. It's great to purchase the products I want with no interest for the first year... thanks again."



A. Harris
Tampa, FL

- ✓ No Credit Checks
- ✓ No Employment Verification
- ✓ Bankruptcy? No Problem!
- ✓ Bad Credit? No Credit? No Problem!

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A. Harris
Tampa, FL



First Plus
PLATINUM



First Plus Platinum

MEMBER AGREEMENT

FIRST PLUS PLATINUM CARDS

are issued with:

NO Credit Check

This Agreement contains the Terms and Conditions of becoming a First Plus Platinum Merchandise Cardholder
Revised Date 06/05/09
Effective Date 06/05/09

BY ACCESSING AND/OR USING THE FIRST PLUS PLATINUM WEB SITE (THE "WEB SITE") AND/OR THE FIRST PLUS PLATINUM'S SERVICE (THE "SERVICE"), I AGREE TO COMPLY WITH, AND BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT").

NOTICE TO CARD MEMBER: (A) DO NOT USE THIS CHARGE ACCOUNT BEFORE I READ THIS AGREEMENT CAREFULLY. (B) FIRST PLUS PLATINUM CARDS ARE NOT MAJOR CREDIT CARDS SUCH AS VISA® OR MASTERCARD®, OR AMERICAN EXPRESS®. (C) THE COST OF MEMBERSHIP IN THE FIRST PLUS PLATINUM PROGRAM IS \$39.95 PER MONTH. (D) I MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS AGREEMENT WITHOUT PENALTY OR ADDITIONAL COSTS. (E) GUARANTEED QUALIFICATIONS: I MUST BE AT LEAST 18 YEARS OF AGE, A U.S. CITIZEN (EXCLUDING RESIDENTS OF WISCONSIN, VERMONT AND INDIANA) OR PERMANENT RESIDENT; EXCLUDES RESIDENTS OF NEW YORK CITY.

Annual Percentage Rate (APR)	0% for the first year 7.9% every year thereafter.
Variable Rate Information	N/A
Grace Period for Repayment of Balances for Purchases	25 days from the date of the periodic statement on new purchases (provided I have paid my previous balance in full by the due date).
Method of Computing the Balance For Purchases	Average daily balance (including new purchases)
Membership Fee	Elite Members - \$30 per month.* Preferred Members - \$10 per month.* <i>All monthly fees I pay will be used for payment towards the current outstanding balance for the same month on my First Plus Platinum line of credit.</i>
Maintenance Fee	\$9.95 per month.* <i>*All monthly fees I pay will be used for payment towards the current outstanding balance for the same month on my First Plus Platinum line of credit.</i>
Minimum Finance Charge	No finance charge for the first year. For each year thereafter, for each billing period that my account is subject to a finance charge, a minimum total FINANCE CHARGE of 7.9% APR will be imposed.
Miscellaneous Fees	Late payment fee: \$10 Over-the-credit-limit fee: N/A Returned payment fee: \$35

This Agreement contains information about the use of this Charge Account and explains the terms by which both I and The Company agree to be bound. In this Agreement, the words "I", "My", "Me" and "Cardholder" mean the Card Member or Cardholder; the words "We" or "the Company" mean First Plus Platinum, located in Las Vegas, Nevada; and the words "Charge Account" or "Account" mean the First Plus Platinum Card Account.

This Agreement describes the Terms and Conditions under which First Plus Platinum Card Account is issued. I certify that I am at least 18 years of age and the information I provided to First Plus Platinum in order to obtain this Charge Account is true and accurate. I understand that my use of the Charge Account constitutes my acceptance and agreement to comply with and be bound by the Terms and Conditions of this Agreement. I understand that my card is being issued with no credit check or investigation.

1. THE FEDERAL E-SIGN ACT (HR-1714) ON FINAL DIGITAL SIGNATURE: Documents using electronic signatures hold equal legal status as documents signed by handwritten signatures. By completing the online application for the First Plus Platinum merchandise card I declare that I have read and understand all of the terms and conditions and agree to all sections of the terms and conditions. In addition, I certify that my digital signature I provide is equal to my hand written signature. Reliance on my electronic signature, as obtained herein, was specifically sanctioned and written into law when the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Transactions Act ("E-Sign") were enacted in 1999 and 2000, respectively. Both laws specifically preempt all state laws that recognize only paper records or handwritten signatures.

2. ACCEPTANCE OF AGREEMENT: This Agreement and the Web Site constitute the entire agreement between me and the Company and warranties and/or understandings with respect to the Web Site, and I agree to review this Agreement prior to each use of the Web Site, the Service and/or My Account. The latest Agreement will be posted on the Web Site.

3. DISCLAIMERS: First Plus Platinum is not a credit services organization, financial or banking institution. My Account is a line of credit that can be used by an Account holder to purchase merchandise exclusively at the First Plus Platinum Web site. This is not a credit repair service.

4. HOW TRIAL WORKS: I have 7 days trial to review and/or use my Membership 24 hours a day; I pay only for merchandise purchased and shipping and processing. I have \$5,000 to \$10,000 line of credit available to use on First Plus Platinum's online stores for 7 days without having to pay the membership fee. If for any reason I do not see what I want or I simply just want to cancel, I can call the Company's customer service center at 1-800-595-5110 and cancel before my 7-day membership trial is completed. If I do not cancel within my 7-day membership trial I will be automatically drafted \$39.95 and every month thereafter (see paragraph 5 regarding the potential for reduced membership fees) from my Credit/Debit Card or Checking Account that First Plus Platinum has on file. All monthly fees I pay will be used for payment towards the current outstanding balance for the same month on my First Plus Platinum line of credit.

5. MEMBERSHIP FEE: The monthly membership fee plus the monthly maintenance fee that I am authorizing will be automatically drafted monthly from my Credit/Debit Card or Checking Account that I have provided, unless the agreement is canceled by either party. First Plus Platinum reserves the right to reduce the fee to \$19.95 or lower per month at any time at its own discretion and without notice. All monthly fees I pay will be applied towards the current outstanding balance for the same month on my First Plus Platinum line of credit.

6. ELITE AND PREFERRED MEMBERSHIP BENEFITS: As an Elite Member I am entitled to all benefits that First Plus Platinum currently reserves for Elite Members. As a Preferred Member I understand that I will not be entitled to certain benefits. For a complete list of all benefits, I can refer to the member's area of the First Plus Platinum online store. I can refer to Paragraph 11 for responsibility and liability regarding the benefits.

7. PAYMENT TERMS: Purchased goods are eligible for extended credit. The amount shown on my monthly statement as the Minimum Payment Due must be paid by the due date shown on the statement. The Minimum Payment Due is calculated by adding the revolving installment due amounts, extended credit charges, dishonored item charges, over credit limit charges, late payment charges, and any unpaid subscription fees. If my unpaid balance is under \$25.00, the entire balance shall be due. If my unpaid balance is over \$25.00, then the Minimum Payment shall be \$25.00 or 2% of the total outstanding balance, whichever is greater.* All monthly membership and maintenance fees (Elite or Preferred membership) I pay will be used for payment towards the current outstanding balance or the Minimum Payment, whichever is greater. (*In addition to the minimum payment, I may be required to pay any late charges or other penalties arising from any delinquency in my account.)

8. DEFAULT, COLLECTION AND DISHONORED CHECKS: Failure to pay at least the Minimum Payment Due by the date shown on the monthly statement constitutes default and entitles the Company to demand immediate payment on the full amount outstanding, to stop extending credit, and start collection proceedings. I agree to pay the Company's collection costs, including court costs and reasonable attorney's fees. The Company reserves the right to charge a \$35 fee for each dishonored ITEM (check, money order, ACH, or credit card decline of charge.) A dishonored check issued for the Minimum Payment Due may cause my account to become delinquent and be subject to collection contract fees. In the event I am unable to make the full Minimum Payment Due, I will call customer service to give an explanation and arrange a payment plan.

9. LINE OF CREDIT: This First Plus Platinum Account has been issued with a starting credit limit between \$5,000 to \$10,000. The line of credit can only be used for purchases on First Plus Platinum website. I must be at least 18 years of age and have either a valid checking account, credit card or debit card.

10. MEMBERSHIP CARDS: After payment of the first membership fee, I should automatically receive a personalized First Plus Platinum Membership Card. If I would like to order a card, I can contact the Company's customer service by calling 1-800-595-5110 or via email at customerservice@firstplusplatinum.com. Cards are generally mailed within 10 to 40 days from my request or from my sign-up date. Actual card is not needed for purchase. Card design is subject to change.

11. RESPONSIBILITY AND LIABILITY: All benefit providers are independent companies and are not agents of First Plus Platinum.

All benefits are subject to the terms and conditions specified by the suppliers. First Plus Platinum has no authority to alter the terms and conditions of any benefit provider. First Plus Platinum shall have no liability with regard to any services provided by any benefit provider. I agree that any claim with regard to any services shall be made against the benefit provider; First Plus Platinum's sole obligation hereunder shall be to allow access to the benefit provider. First Plus Platinum is not responsible for personal injuries, loss or damage of property, inconvenience or expense resulting from matters beyond its control, including but not limited to: Changes in benefits by benefit providers, theft, strikes, government actions, acts of God, etc. First Plus Platinum may make any changes to any benefits that it believes necessary.

12. CREDIT INFORMATION: I authorize the Company to verify all information provided by me. My account will be reviewed periodically to determine if my credit line can be increased. Prompt payments and my frequent use of my account will allow the Company to increase my credit line faster.

13. CREDIT BUREAU ACCESS: First Plus Platinum will not access my personal credit report as part of the account activation process to establishing my initial credit account. If I have provided the Company with my Social Security Number, the credit line and monthly payments will be reported to PRBC, a national credit bureau and may be reported to any other credit bureau affiliated with First Plus Platinum, which may enable me to build a credit file and score, based on my history of making payments. By agreeing to these Terms and Conditions I authorize First Plus Platinum to release information relating to my account to credit bureaus, including but not limited to PRBC.

14. MONTHLY BILLING FOR CHARGED PURCHASES: I will be billed each month for the balance of charges made to my Account according to the terms and conditions. All charges will show on my statements coming from Global Fulfillment. My Account must be maintained in good standing to make additional credit purchases and to receive additional Member benefits.

15. APPLICATION OF PAYMENTS RECEIVED: Payments received will be applied to any unpaid Principal Balance. However, if any unpaid late fee(s) exist, any payment will first be applied to the late fees. The remaining portion of the payment will be applied to Purchases reflected in the Principal Balance in the order they were made. Payments are applied to the Principal Balance, not individual purchases.

16. DELINQUENT ACCOUNT: My Account will be considered delinquent if First Plus Platinum does not receive the Minimum Monthly Payment by the due date. If this occurs, I may be charged a \$10.00 late fee.

17. CHANGE IN TERMS: The Company reserve the right to change the terms of this Agreement at any time. My retention of the account after the effective date of any changes will constitute my acceptance of the new terms.

18. CANCELLATION & REFUND POLICY: I may call Customer Service during my 7 day trial to be cancelled and I will not be billed for any further charges. The \$2.78 processing fee charged for the 7 day trial is non-refundable. After my trial and if I am not satisfied I can receive a refund of the monthly membership fee. The \$9.95 monthly maintenance fee is non-refundable. I may also cancel my membership at any time by calling Customer Service.

19. COST OF ACCOUNT: My First Plus Platinum account carries a zero percent (0%) APR for the first year of my membership. No finance charges will be applied to my account on any orders. There is no minimum charge to accounts other than the normal computed charges. After the first year an APR of 7.9% will apply. The cost of the account is \$30 monthly membership fee, plus \$9.95 monthly maintenance fee. All monthly fees I pay will be used for payment towards the current outstanding balance for the same month on my First Plus Platinum line of credit.

20. MERCHANDISE ORDERS: Orders are accepted simply by purchasing online at First Plus Platinum's Member site. Standard delivery time is 5 to 10 Business Days from the date my order is received. Exceptions may occur which require 2 to 3 weeks. Holidays may require additional time. A deposit of the total merchandise purchased is required for some items and actual shipping and processing charges. (An estimate for shipping will be applied to my statement until actual charges are verified) Many items are \$0.00 down items. These items require no money down, only shipping and processing charges apply. First Plus Platinum requires me to provide a valid street address. Post Office Boxes will not be accepted. I must supply a physical home or work street address. A re-shipping charge of 15% of the merchandise total will be added to my account if I have failed to provide the correct address for delivery. In the event I do not receive my order, I can call the Company's Order Processing Department toll free at 1-800-595-5110 so that my order can be traced. Give the customer service agent my name, account number, and a telephone number. The representative will trace my package and then contact me with an answer. I may also reach customer service via email to resolve my shipping questions. All merchandise ordered at the same time may NOT be delivered together. Merchandise selection may vary due to availability and season. The Company reserves the right to limit quantities or correct typographical errors in the Company's store. The Company reserves the right to reject any order based on suspicion of fraudulent activities or by the Company's sole discretion.

21. RETURNS: Returns must be shipped within 30 days of purchase date. Item must be in its original packaging and containing all original accessories, packing material and printed material. For multiple product orders of the same item, only 1 product of the same item may be returned opened, all remaining products (including free products) must be returned unopened. S&H is non-refundable. Refunds are processed within 15 business days of the return being received to the original method of payment.

22. RETURN INSTRUCTIONS: Send your return within 30 days of purchase to: First Plus Platinum, 4894 W. Lone Mountain Rd. Suite 128, Las Vegas, Nevada 89130. It is strongly recommended that you retain a tracking number from the carrier you are sending your return with. Tracking numbers are normally available at no additional cost from USPS. A Refund in the amount of the purchase price will be processed less a 20% restocking fee within 15 business days of the return being received to the original method of payment.

23. PROMOTIONAL OFFERS: As the First Plus Platinum Offer Terms and Conditions and web site indicated, I accepted enrollment for up to 2 additional promotional product offers using the relevant data I entered for the First Plus Platinum Offer. The following are the links to Terms of all our affiliated third party promotional offers: Grant Connect, Vcomm300, VCommUnlimited, CarExpress, Premier Plus Member. For additional information regarding the offers I signed up for, I can refer to the website where I signed up, or I can call Customer Service at 1-800-595-5110

24. PROPRIETARY RIGHTS: The content, software, graphics, design, etc. as related to the Website, the Service and/or my Account are protected under applicable copyrights, trademarks and other proprietary rights. Any copying, redistribution and/or publication by me of any part of the Website, the Service and/or my Account are strictly prohibited. I do not acquire ownership rights to any content, document, software, service or other materials viewed at or through the Website, the Service and/or my Account. The posting of information or material at the Website by First Plus Platinum does not constitute a waiver of any right in such information and/or materials.

25. PRIVACY POLICY: Use of the Website, the Service and/or my Account is subject to The Company's Privacy Policy, which is hereby incorporated into, and made part of this Agreement. The Company reserves the right, and I authorize us, to use and assign all information, Service and Account use, as well as any and all other personal information provided by me, in any manner consistent with the Company's Privacy Policy.

26. INDEMNIFICATION: I agree to indemnify, defend and hold First Plus Platinum, its owners, and each of their respective officers, partners, members, employees, agents attorneys, and affiliates harmless against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and expenses, including reasonable attorneys' fees, administrative costs and/or settlement costs arising from my breach of this Agreement and/or my use of the Website, the Service and/or my Account, in any manner whatsoever.

27. CHANGE OF ADDRESS: I agree to provide the Company with my new street address and home telephone number within 15 days after I move. Non-receipt of statements does not constitute grounds for non-payment.

28. BILLING RIGHTS: This notice contains important information about my rights and the Company's responsibilities under the Fair Credit Billing Act. In the event I suspect an error in my monthly statement, or if I need more information about a transaction on my bill, call customer service or write the Company on a separate sheet of paper to the address shown on my statement. The Company must hear from me within 60 days after the Company sent me the first bill on which the suspected error or problem appeared. If I contact the Company concerning a suspected error, I will provide the following information: my name and account number, the dollar amount of the suspected error; and describe the error. Explain, if I can, why I believe there is an error or if I need more information, describe the item I am unsure about. I do not have to pay any amount in question while the Company is investigating, but I am still obligated to pay the parts of my statement that are not in question. Within 30 days, the Company will correct the error or advise me why the Company thinks it is correct and notify me of the amount that is now due and payable.

29. FRAUD RESOLUTION: It is the policy of First Plus Platinum to fully cooperate with all law enforcement agencies in the pursuit of fraud, including but not limited to the unauthorized use of information in applying for this membership. If I believe my bank account was fraudulently charged for the membership fee, I will contact the Company immediately and The Company will make every effort to aid in a resolution. Before the Company can take any action, I will fax or mail a copy of the official report filed with My local Police or law enforcement agency detailing the suspected fraudulent act and also a copy of the portion of my Account statement showing the date and amount of the withdrawal. Please allow the Company two (2) weeks for resolution after the Company receives the report and statement.

30. SECURITY INTEREST: First Plus Platinum, to the extent legally permissible, retains a security interest in all merchandise charged on this Account until the balance is paid in full.

31. AUTHORIZATION TO OBTAIN & DISCLOSE INFORMATION: By becoming a member of First Plus Platinum the Company may require me to provide updated and/or additional information during the term of my membership in order for me to receive additional benefits.

32. SHARING INFORMATION WITH THIRD PARTIES: First Plus Platinum may disclose to The Company's affiliate companies any information that The Company collect in the application process. The Company does not share information with any non-affiliated third parties except in select circumstances when a business partner refers me to the Company and I give the Company permission to share information with that business partner. In the event the Company thinks a product may be of interest to me, the Company may arrange to extend offers of goods or services to me either directly or through the Company's affiliates. In addition, the Company may disclose all of the information the Company collects, as described above, to companies that perform services on the Company's behalf such as the credit reporting agencies from which the Company obtain my credit report(s), credit card processors, email communications firms or customer service providers. The Company may also disclose nonpublic personal information about me to nonaffiliated third parties as permitted by law.

STATE NOTICES

33. NOTICE FOR CALIFORNIA RESIDENTS: California law requires that the Company inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit-reporting agency. If I am married, I may apply for credit in my own name.

34. NOTICE FOR FLORIDA RESIDENTS: I borrower) agree that, should the Company obtain a judgment against me, a portion of my disposable earnings may be attached or garnished (paid to the Company by my employer), as provided by Florida and Federal law.

35. NOTICE FOR MAINE RESIDENTS: The Company may request a Consumer Report in connection with my request for a credit line increase or to be considered for some other First Plus Platinum product. I may ask whether the Company obtained a Consumer Report and the Company will tell me the name and address of the Consumer-Reporting Agency, if a report was obtained.

36. NOTICE FOR NEW YORK RESIDENTS: A Consumer Credit Report may be requested in connection with this application or in

connection with updates, renewals, or extensions of any credit granted as a result of this application. Upon my request, I will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished this report. New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department 1-800-518-8866.

37. NOTICE FOR OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

38. NOTICE FOR MARRIED WISCONSIN RESIDENTS: No Agreement, unilateral statement or court decree relating to marital property adversely affects a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the Agreement, statement or decree, or has actual knowledge of the adverse position.

39. NOTICE FOR ILLINOIS RESIDENTS: I may contact the Illinois Commission of Bank and Trust Companies for comparative information on interest rates, charges, fees and grace periods. State of Illinois - CIP, PO Box 10181, Springfield, IL 62701. Phone (800) 634-5452.

40. Notify the Company in Case of Errors or Questions about the Cardholder's Statement of Account.

If a Cardholder thinks a bill is wrong, or if a Cardholder needs more information about a transaction on a bill, the Cardholder will write the Company, on a separate sheet of paper, at the address listed on the Cardholder's bill. The Cardholder must write to the Company as soon as possible. The Company must hear from the Cardholder no later than 60 days after the Company sent the Cardholder's first bill on which the error or problem appeared. The Cardholder may telephone the Company, but doing so will not preserve the Cardholder's rights. In the letter, the Cardholder should provide the following information: 1) The Cardholder's name and Account number. 2) The dollar amount of the suspected error. 3) A Description of the error and explanation of why the Cardholder believes there is an error. If the Cardholder needs more information, the Cardholder should describe the item the Cardholder is not sure about.

41. The Cardholder's Rights and The Company's Responsibilities After The Company Receives the Cardholder's Written Notice.

The Cardholder's Rights and The Company's Responsibilities After The Company Receives the Cardholder's Written Notice. The Company must acknowledge the Cardholder's letter within 30 days unless the Company has corrected the error by then. Within 90 days the Company must either correct the error or explain why the Company believes the unpaid bill was correct. After the Company receives the Cardholder's letter, the Company cannot attempt to collect any amount the Cardholder questioned or report the Cardholder as delinquent. The Company may continue to bill the Cardholder for the amount the Cardholder questioned, and the Company may apply any amount the Company questions against the Cardholder's credit limit. The Cardholder does not have to pay any questioned amount while the Company is investigating, but the Cardholder is still obligated to pay any charges related to any questioned amount. If the Company did not make a mistake, the Company will have to make up any missed payments on the questioned amount. In either case, the Company will send out a statement of the amount the Cardholder owes and the date that it is due. If the Cardholder fails to pay the amount that the Company thinks the Cardholder owes, the Company may report the Cardholder as delinquent. However, if the Company's explanation does not satisfy the Cardholder, and the Cardholder writes the Company within 10 days telling the Company that the Cardholder still refuses to pay, the Company must tell anyone the Company reports the Cardholder to that the Cardholder has a question about a bill. In addition, the Company must tell the Cardholder the name of anyone to whom the Company reported this information. The Company must tell anyone to whom the Company reported on the matter in question when it is finally settled. If the Company doesn't follow these rules, the Company cannot collect the first \$50.00 of the questioned amount, even if the Cardholder's bill was correct. Global Gold Inc. is a private Nevada Corporation in the business of providing a Home Merchandise Charge/Purchasing Program through its First Plus Platinum Division and First Plus Platinum is a service mark of Global Gold, Inc. and Global Gold, Inc. is not a credit services organization. The Company, or its division, does not provide, for a fee, any advice or assistance in helping individuals obtain other forms of credit or improve their credit rating. Information in this document should not be construed as legal advice. If I have any legal questions concerning my rights or my credit, I should contact an attorney.

42. DISCLAIMERS AND LIMITATIONS: THE WEBSITE, THE SERVICE, MY ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH First Plus Platinum ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING, WITHOUT LIMITATION, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). THE WEBSITE, THE SERVICE, MY ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH THE SERVICE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. First Plus Platinum AND THE COVERED PARTIES HAVE NO LIABILITY WHATSOEVER FOR MY USE OF, OR INABILITY TO USE, THE WEBSITE, THE SERVICE, MY ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH THE SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, First Plus Platinum AND THE COVERED PARTIES ARE NOT LIABLE TO I AND/OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN First Plus Platinum AND YOU. THE WEBSITE, THE SERVICE, MY ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH THE SERVICE WOULD NOT BE PROVIDED TO ME WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ME FROM THE COMPANY THROUGH THE WEBSITE, THE SERVICE, MY ACCOUNT AND ANY MERCHANDISE OBTAINED THROUGH THE SERVICE SHALL CREATE ANY WARRANTY, REPRESENTATION AND/OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY AND/OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES AND/OR WORMS CONTAINED WITHIN AN ELECTRONIC FILE AVAILABLE AT THE WEBSITE AND/OR THROUGH THE SERVICE IS DISCLAIMED. I UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED, OBTAINED OR OTHERWISE ACCESSED THROUGH

THE USE OF THE WEBSITE, THE SERVICE AND/OR MY ACCOUNT IS DONE AT MY OWN DISCRETION AND AT MY OWN RISK. I WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGE TO MY COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOADING OF ANY SUCH MATERIAL.

THE COMPANY'S MAXIMUM LIABILITY TO ME UNDER ANY AND ALL CIRCUMSTANCES WILL BE EQUAL TO THE LOWEST PURCHASE PRICE THAT I HAVE PAID FOR ANY SINGLE PIECE OF MERCHANDISE AT THE WEBSITE AND/OR THROUGH THE SERVICE. NOTWITHSTANDING THE FOREGOING, First Plus Platinum SHALL NOT BE LIABLE TO ME FOR ANY SERVICE, GOODS OR INFORMATION AVAILABLE FROM THIRD PARTIES, EVEN IF OBTAINED AT OR THROUGH THE WEBSITE AND/OR SERVICE.

43. APPLICABLE LAW: The law of the State of Nevada shall apply to this agreement-test

VcommUnlimited

LONG DISTANCE CALLING SERVICE TERMS AND CONDITIONS

By using this service, you consent to the Terms and Conditions below:

1. You have a trial membership to review VcommUnlimited Long Distance Calling Service, which allows you to call US and international numbers using a Toll-Free number. It will allow you to make calls worldwide 24 hours a day, 7 days a week, 365 days a year.
2. **VcommUnlimited Services can be used to place the following types of calls:** in-state and state-to-state consumer calls; outbound international calls from the U.S. to locations around the world. This service cannot be used to place 500, 700, 800, 888, 877, 866, 855, 900, 976, 411 or 555 number service calls; or to place certain operator-assisted calls such as third-party-billed and collect calls.
3. The monthly membership fee of \$15 plus the monthly maintenance fee of \$4.95 that you are authorizing will be automatically drafted monthly from your Credit/Debit Card or Checking Account that you have provided, if for any reason you do not see what you want or you simply just want to cancel, you can go to www.VcommUnlimited.com or call the customer service center at 1-800-595-8120. The processing fee charged for the 14 day trial is non-refundable. After my trial and if I am not satisfied I can receive a refund of the monthly membership fee. The \$4.95 monthly maintenance fee is non-refundable. If I do not cancel within the 14 day membership trial, I will be automatically debited \$19.95 from my Credit or Debit Card that VcommUnlimited has on file every month thereafter.
4. All orders are subject to approval by VcommUnlimited. VcommUnlimited will notify approved customers via email of the activation of their service. The activation email will be sent to the email address you provided on the order registration page and include customer service contact information. You may cancel your service any time without additional cost or obligation by using the Contact Us link provided at www.VcommUnlimited.com or by calling customer service at 1-800-595-8120.
5. Safeguard your PIN number. You are responsible for unauthorized use, loss or theft.
6. VcommUnlimited does not make any warranty, express or implied, regarding the condition(s) or fitness of the services offered for any particular use or purpose. As permitted by law, the liability of VcommUnlimited shall be limited to direct damages for any personal or property injury, and for all other claims to an amount equal to the charge for the affected service(s). **IN NO EVENT WILL VCOMMUNLIMITED, THEIR EMPLOYEES, AGENTS OR ANY COOPERATING SERVICE PROVIDER(S) BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
7. You are responsible for checking the rates to the country you wish to make the phone call to. Depending upon market conditions, VcommUnlimited may be forced to change rates at any time, so it is up to you to make sure that you check the rate table displayed on the website.
8. Local phone companies or cell phone companies may charge or deduct minutes depending upon the plan that you have with them when using the toll-free numbers. It will be your responsibility to verify and accept them before calling any of the access numbers provided by VcommUnlimited.
9. A Surcharge of 59¢ will be deducted from your account when calling from a payphone using the toll-free number. You can access charge and call history in the My Account section 24x7 for the previous 3 months. It will be your responsibility to print the history for prior months.
10. All billing disputes in your call history should be sent within 30 days of the date on which the charge was recorded. VcommUnlimited, at its sole discretion will try to resolve the dispute within 30 days from the date on which the dispute was filed. If you fail to notify as noted above, you will waive all rights to bring any claim against disputed charges.
11. You acknowledge that the amounts charged are not refundable. Any promotional credit or credit applied for bonuses or customer service issues has zero cash value and is not transferable or refundable.

12. You and VcommUnlimited agree that the exclusive remedy for all disputes arising out of purchase or use of this VcommUnlimited Service, except for matters you take to small claims court, is arbitration under the Consumer Arbitration Rules of the American Arbitration Assoc. and under the Consumer Services Agreement referenced above. YOUR DISPUTE WILL NOT BE HEARD BY A JURY OR IN COURT AND MAY NOT BE MADE PART OF A CLASS ACTION.

13. Your monthly subscription fee of \$19.95 allows for unlimited domestic minutes. Unlimited calling: all calls are subject to VcommUnlimited's Fair Usage Policy.

14. Your purchased additional minutes are transferable to the next billing period.

15. International rates differ according to destination called. Rates may be higher for calls to International mobile phones. Please visit www.VcommUnlimited.com for current international rates and available countries.

16. If VcommUnlimited reasonably suspects fraudulent use of this Service, it may be suspended or terminated without notice. VcommUnlimited Services are not refundable or exchangeable.

17. VcommUnlimited and your local telephone company are not affiliated. You must be at least 18 years old to order this service. VcommUnlimited's authorization to provide and bill its services is obtained by way of your electronic signature. Once submitted, this electronic order constitutes an electronic letter of agency authorized by your electronic signature in accordance with these Terms and Conditions. VcommUnlimited's reliance on your electronic signature, as obtained herein, was specifically sanctioned and written into law when the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Transactions Act ("E-Sign") were enacted in 1999 and 2000, respectively. Both laws specifically preempt all state laws that recognize only paper records or handwritten signatures.

18. VcommUnlimited reserves the right to change any of the terms and conditions, policies or guidelines at any time at its sole discretion. VcommUnlimited retains the right to discontinue providing its services to any customer for any reason or no reason. Continued use of the account and service will be deemed as acceptance of terms and conditions.

For rate inquiries, fees or support, please call, email, or write our Customer Service team.

Vcomm, Inc.
4780 W. Ann Road, #5 Ste 226
North Las Vegas, NV 89031
Our customer service is standing by to assist you at 1-800-595-8120 or
customerservice@VcommUnlimited.com

Fair Usage Policy:

VcommUnlimited's Fair Usage Policy is set at 10,000 minutes per month (which equates to more than 5 hours of calling per day). Calls to premium and special numbers are excluded. Once this limit is exceeded Vcomm will charge a rate of 4.5¢ per minute for any additional minutes used. Your subscription is for your personal use only.

PREMIER PLUS MEMBER

I certify that I am at least 18 years of age and that all information I provide to Premier Plus is true and accurate. I understand that using my account with Premier Plus constitutes my acceptance of all the terms and conditions of this agreement.

- 1. ACCEPTANCE OF AGREEMENT:** By accepting the terms and conditions I am entering into an agreement between myself and Premier Plus. Any updates to this agreement will be posted on the website. I should review this agreement each time I use the website and/or my account. The word "Company", refers to Premier Plus' Member herein referred to as (PPM).
- 2. HOW TRIAL WORKS:** I have 10 days to review and/or use PPM's personalized desktop with free email and SMS sending. If for any reason I am not satisfied or I simply just want to cancel, I can call the Company's customer service center at 1- (800)-595-8570 and cancel before my 10-day membership trial is completed. If I do not cancel within my 10-day membership trial, I will be automatically drafted \$12.95 and every month thereafter from my Credit/Debit Card or Checking Account that PPM has on file.
- 3. MEMBERSHIP FEE:** The monthly membership fee of \$10 plus the monthly maintenance fee of \$2.95 that I am authorizing will be automatically drafted monthly from my Credit/Debit Card or Checking Account that I have provided, unless the agreement is canceled by either party. The processing fee charged for the 10 day trial is non-refundable. After my trial and if I am not satisfied I can receive a refund of the monthly membership fee. The \$2.95 monthly maintenance fee is non-refundable. These charges will appear as "PREMIER" on my statement. This Service Agreement is a monthly agreement, automatically renewable unless either party requests change or termination.
- 4. CANCELLATION:** I can cancel at any time for any reason and all future billing will immediately cease. I can call 1- (800)-595-8570 to cancel my membership.
- 5. PROHIBITED USE:** I will not use the Software and the Services for chain letters, junk mail, advertising, spamming in any form, market research, surveys of any type, or distribution lists to contact any person or entity or allow any third party to use the Service. I agree not to transmit or permit anyone to transmit any unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, or

otherwise objectionable material of any kind.

6. RESPONSIBILITY: Services are provided "AS-IS" and PPM assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. I am responsible for obtaining access to the PPM Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). I am responsible for those fees. I am responsible for obtaining and maintaining all computer software, hardware and communications and other equipment that is required to use this service.

7. LIMITATION OF LIABILITY: By viewing, using, or interacting in any manner with this site, including banners, advertising, or pop-ups, downloads, and as a condition of the website to allow lawful viewing, I forever waive all rights to claims of damage of any and all description based on any causal factor resulting in any possible harm, no matter how heinous or extensive, whether physical or emotional, foreseeable or unforeseeable, whether personal or business in nature.

8. DISPUTES JURISDICTION AND VENUE: The laws of Nevada shall be applied in any dispute or claim arising between myself and the PPM website. Any and all lawsuits or claims arising out of this Agreement or the relationship covered hereby shall be brought exclusively in the Courts of Clark County, Nevada, or the US District Court, District of Nevada, without regards to their conflicts of laws rules.

9. CHANGE IN TERMS: The terms of use agreement may change from time to time. I have an affirmative duty, as part of the consideration for permission to view this PPM website, to keep myself informed of changes.

[Privacy Policy](#)