



ma MONEY MERGE ACCOUNT® EXPRESS TO ma MONEY MERGE ACCOUNT PRO

Client ID \_\_\_\_\_ Client Name \_\_\_\_\_

Distributor ID \_\_\_\_\_ Distributor Name \_\_\_\_\_

In order to process a client for upgrade to the ma Money Merge Account Pro program from ma Money Merge Account Express, the following information must be completed, signed and mailed or faxed into the Home Office.

Our records indicate you are currently using ma Money Merge Express software and paid the \$1795.00 activation fee. Upgrading from ma Money Merge Account Express to ma Money Merge Account Pro software will require an additional fee of \$1705.00. Please select your method of payment:

- Mail:  
Please send this form with a cashier's check or personal check for \$1705.00, made payable to *maCapital Resources*, to the address below.

maCapital Resources  
1302 Pleasant Ridge Rd  
Greensboro, NC 27409  
Telephone: 877-803-7303

**YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IF YOU ARE A RESIDENT OF ALASKA, YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE DATE OF THIS. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

OFFICE USE ONLY      Verified by \_\_\_\_\_ Date \_\_\_\_\_ Date of Client Contact \_\_\_\_\_



# ma MONEY MERGE ACCOUNT® PRO USER AGREEMENT

Client Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Area Code Area Code

Office Phone \_\_\_\_\_ Fax \_\_\_\_\_

Client E-mail (required for potential communication needs) \_\_\_\_\_

Client ("You" or "Your") is purchasing a license ("License") to use the ma Money Merge Account Pro program ("Program") from maCapital Resources ("maCapital Resources," "Us," "Our" or "We"). The cost of the Program License is \$3,500.00 ("Program Price") which You may pay by personal check, money order or cashier's check made out to maCapital Resources. Once Your payment of the Program Price clears You will be granted a License to the Program and the Program will be activated for Your use.

The Program Price pays for:

- One personal License to use the Program to accelerate the payoff of Your 1<sup>st</sup> mortgage on one parcel of real property (the "Subject Property").
- Training options and coaching to help You use the Program.
- Free access to client support services.
- No charge for future core Program software upgrades.

The Program will allow You to concentrate on one mortgage payoff at a time. There is no limit to the number of non-mortgage debts to be managed within the Program. The following Restructuring Fees will apply to changes to the Program:

- If You sell the Subject Property before You pay off Your 1<sup>st</sup> mortgage balance and You want to transfer the Program to a new property \$100
- If You sell Your Subject Property after You pay off Your 1<sup>st</sup> mortgage balance and You want to transfer the Program to a new property \$500

You may not transfer the Program to a property other than the Subject Property, except as specifically stated above. Before activating Your restructured account, the maCapital Resources Home Office will provide a new Final Analysis requiring Your signature. This will replace the previous Final Analysis in connection with the Limited Guarantee.

**Access to both checking and savings accounts is required to use this program. If you do not have a line of credit (LOC) for use with the Program you will need to use your checking and savings accounts as directed by the Program.**

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UNAVAILABILITY OR CANCELLATION OF A LINE OF CREDIT (LOC) IS NOT GROUNDS FOR REFUND OF THE MA MONEY MERGE ACCOUNT PROGRAM PRICE.

WE WILL LICENSE THE PROGRAM HARDWARE, CARTRIDGES, FIRMWARE, DOCUMENTATION AND SOFTWARE TO YOU **ONLY** AFTER YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ THE AGREEMENT CAREFULLY. BY USING THE PROGRAM OR ANY OF ITS ASSOCIATED COMPONENTS, YOU ACCEPT THE TERMS OF THE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE PROGRAM AND YOU SHOULD PROMPTLY CONTACT US FOR TERMINATION OF ALL ACCESS TO THE PROGRAM.

1. Definitions. "Software" means any machine readable materials (including, but not limited to, source code, compiled code, algorithms, libraries, source files, header files, and data files), any updates or error corrections provided by Us, and any user or owner manuals, programming guides and other documentation We provide to You hereunder. "Firmware" means any encoded information provided on any chip or microprocessor of the Program including, but not limited to, source code, compiled code, algorithms, libraries, source files, header files, and data files, and any updates or error corrections We provide to You hereunder. "Hardware" means any physical component that is part of or sold with the Program, including but not limited to Program cartridges used with the Program that contain images or fonts. "Documentation" means any and all documents provided with the Program when purchased, including but not limited to the user's manual and training materials. "Website" means the maCapital Resources site through which You access the Program. "Program" means the Money Merge Account Express program, which includes the Software, Firmware, Documentation, Hardware and Website. The Software, Firmware, Documentation, Hardware and Website may sometimes be referred to herein as the "Components".
2. License. Subject to the terms and conditions of this Agreement, We grant You a limited, non-exclusive, non-transferable license to use the Program.
3. Restrictions. The Program and each of its Components are confidential and copyrighted. Title to the Program and each of its Components, and all associated intellectual property rights is retained by Us or Our supplier. Unless enforcement is prohibited by applicable law, You may not, for any purpose (i) de-compile, reverse engineer, disassemble, rent, lease, loan, sublicense or create derivative works from the Program or any of its Components; (ii) resell or transfer the Program or any of its Components; (iii) resell or transfer use of or access to the Program or any of its Components; (iv) copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the Program or any of its Components; (v) download or save a copy of any of the screens appearing in the Program or any of its Components; (vi) use or otherwise export or re-export the Program or any of its Components in violation of the export control laws and regulations of the United States of America; (vii) use the Program or any of its Components for more than one piece of real property per Program License; **(viii) designate any one or more of Our competitors (or employee or agent thereof) ("ma Competitor(s)") as a user; or (ix) otherwise allow an ma Competitors access to the Program or any of its Components. In the event that a ma Competitor is allowed access to the Program or any of its Components, You acknowledge that We may terminate Your access to the Program and all of its Components without any refund of the Program Price and seek all available remedies by law and as provided in this Agreement.** No right, title or interest in or to any trademark, service mark, logo or trade name of maCapital Resources or Our licensors is granted under this Agreement.
4. Internet Connection. You shall be solely responsible, at Your own expense, for Your own connection to the internet, including, without limitation, the acquisition, installation and maintenance of all telephone equipment, Internet service, hardware, software and all other equipment and services that may be necessary for You to connect to, access, and use the Program and each of its Components.
5. Line of Credit Conditions. You may have obtained an LOC as a precondition to purchasing the Program. You acknowledge that the terms of Your LOC are between You and Your financial institution; that the terms of the LOC may allow Your financial institution to raise or lower Your available credit; and that the lowering of Your available credit by Your financial institution will affect the performance and results You are able to achieve by using the Program. You hereby waive and absolve maCapital Resources from all liability, indirect, incidental, special or consequential damages You may experience as a result of Your financial institution changing Your credit limit.
6. Aggressiveness Scale. The Aggressiveness Scale allows You to pay off Your debts at a rate faster than the Program's default setting. However, increasing the Aggressiveness Scale requires more diligence on Your part to make sure money is transferred when prompted. You can decide whether You are willing to accept greater individual responsibility to make on-time balance transfers as Your funds will move more rapidly and stay in Your account(s) for shorter periods of time. Setting the Aggressiveness Scale at higher levels while decreasing the time to pay off debts can increase the likelihood of incurring insufficient fund charges and other penalties if You overspend.
7. Limited Guarantee. This Agreement is subject to and hereby incorporates the MA MONEY MERGE ACCOUNT® LIMITED GUARANTEE ("Guarantee").
8. Termination. This Agreement is effective until terminated. This Agreement will terminate immediately without notice from maCapital Resources if You fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should the Program or any of its Components become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.
9. Limitation Of Liability. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM, ARISING OUT OF OR RELATED IN ANY WAY TO THE PROGRAM OR ANY OF THE PROGRAM'S COMPONENTS, INABILITY TO USE THE PROGRAM, FAILURE OF THE PROGRAM TO PROVIDE THE RESULTS YOU DESIRE OR EXPECT OR FAILURE OF THE PROGRAM TO ACHIEVE RESULTS PROMISED TO YOU BY ANY OF OUR REPRESENTATIVES OR INDEPENDENT AGENTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR CONTENT, LOSS OF PROGRAM PRICE OR FAILURE OF THE PROGRAM TO PERFORM AS YOU EXPECTED OR DESIRED. IN NO EVENT WILL OUR ENTIRE LIABILITY UNDER THIS AGREEMENT BE MORE THAN THE PROGRAM PRICE PAID BY YOU. This Section 9 allocates the risks between You and Us, and You acknowledge that the Program Price reflects this allocation of risk and the limitation of liability specified herein.
10. Trademarks and Logos. You acknowledge and agree, that as between You and Us, We own the Program, the maCapital Resources trademark and all trademarks, service marks, logos, and other brand designations related to the Program or to maCapital Resources (the "Marks"). You shall not use the Marks for any purpose without Our express written consent. Any authorized use of the Marks inures to Our benefit.
11. Governing Law and Forum. This Agreement shall be governed and construed under the laws of the State of North Carolina, without giving affect to conflict of laws principles. Any claim or conflict arising out of this Agreement shall be adjudicated in Guilford County, North Carolina. The parties hereto hereby consent to the jurisdiction of such courts.

12. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

13. Entire Agreement / Modification. This Agreement (including the Guarantee and, if applicable, the Multiple Property Option Addendum) constitutes the full understanding of the parties. There are no other agreements or understandings, whether oral or written, that may in any way alter, modify, amend or otherwise change this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

14. No advice or reliance. **YOU HEREBY AGREE AND ACKNOWLEDGE THAT NEITHER MACAPITAL RESOURCES NOR ITS INDEPENDENT AGENTS HAVE PROVIDED YOU WITH ANY FINANCIAL OR LEGAL ADVICE OR MADE ANY PROMISES OR ASSURANCES TO YOU ABOUT RESULTS YOU SHOULD EXPECT FROM USE OF THE PROGRAM. YOU AGREE THAT YOU HAVE NOT RELIED IN ANY WAY ON ADVICE OR ASSURANCES FROM MACAPITAL RESOURCES OR ANY OF ITS INDEPENDENT AGENTS IN MAKING YOUR DECISION TO PURCHASE THE PROGRAM.**

15. Assignment. Assignment. You shall not assign or transfer this Agreement. Any attempt by You to assign this Agreement shall be void and of no effect and shall give Us the option, in Our discretion, to terminate this Agreement. We may, in Our discretion, assign or transfer this Agreement to another party, whether by operation of law, voluntarily or otherwise.

By signing here You accept all the terms and conditions of this AGREEMENT.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**  
**ma MONEY MERGE ACCOUNT® PRO LIMITED GUARANTEE**

maCapital Resources hereby extends to you, as its customer, the following Limited Guarantee relating to its ma Money Merge Account Pro (the "Program"): **In the event that you strictly comply with the terms and conditions set forth in this Limited Guarantee, you will achieve the "Projected Interest Savings" described on the attached ma Money Merge Account Final Analysis Report.** The terms and conditions which apply to this Limited Guarantee are as follows:

**1. Importance of Accurate Information; Effects of Changes in Your Financial Information and Condition.** The Projected Interest Savings that is described in your Final Analysis Report is expressly and completely based upon the specific information you provided to maCapital Resources concerning: (i) the principal balances of, and the interest rates that apply to, your debts, (ii) the full amount and nature of your debts, (iii) the amounts you are currently paying on your debts, (iv) the amount and the timing of payments to you from all of your income sources, and (v) the terms and conditions of your line of credit (the "LOC"), if applicable, your checking account and/or your savings account, which will be used in connection with implementing the Program. In the event of a positive change in any of your information or financial condition, you may achieve savings that are greater than the Projected Interest Savings. If, however, any of such information is not completely accurate, or if an adverse change in any of the financial/debt information you have provided occurs, the amount of your Projected Interest Savings will be reduced. For example, if the interest rate on your credit card increases, the amounts you will be required to pay to your lender will increase, which will in turn lead to a lesser amount of Projected Interest Savings. Additionally, if you increase your debts, or take on new debts, the time required to pay off your debts will increase, and you may no longer be able to use the Program. **INCREASING YOUR DEBTS OR TAKING ON NEW DEBTS AFTER YOUR MA MONEY MERGE ACCOUNT FINAL ANALYSIS REPORT RENDERS THIS LIMITED GUARANTEE NULL AND VOID.**

**2. Timely Activation and Engagement.** Achieving the full amount of the Projected Interest Savings set forth on your ma Money Merge Account Final Analysis Report depends upon your timely activation and engagement of your Program. **Should you delay activating and engaging your Program, the amount of your Projected Interest Savings will be reduced.**

**3. Timely and Exactly Following Instructions and Prompts.** You must exactly and timely follow the instructions and prompts that will be regularly provided to you by the software which relates to the Program (the "Software") in order for your Projected Interest Savings to be achieved. **In the event that you neglect to exactly and timely follow the instructions and prompts given to you by the Software, you will not realize the Projected Interest Savings.**

**4. Your Line Of Credit.** If you are using the Program with a LOC, the Program contemplates that, pursuant to the prompts which you receive from the Software, you will periodically take advances on your LOC to reduce your other debts. If you decide to take advances on your LOC for other purposes, you may compromise your ability to use your LOC in connection with the Program. Taking non-Program-related advances will also generate debts for which you will be personally liable. **In no event will maCapital Resources be liable for any debts incurred by you under, or with respect to, your LOC, regardless of whether such debts are related or unrelated to the Program.** You agree to indemnify, defend, and hold maCapital Resources harmless from and against any claims relating to your LOC and/or any amounts you at any time owe on your LOC. You are also personally responsible to read, understand and adhere to the terms set forth in the contract between you and your LOC holder, and you are signing up for the Program with a full understanding of the terms set forth between you and your LOC lender. In no way is maCapital Resources responsible for any actions or stipulations set forth between you and your LOC holder.

**5. Acceptance of Limited Guarantee.** This Limited Guarantee will not become effective until such time as you sign and return it to maCapital Resources. Additionally, by signing and returning this Limited Guarantee, you expressly agree: (i) that you have read this Limited Guarantee and have had the opportunity to ask questions relating to any matters which you did not understand, and (ii) that you have either consulted with an attorney or have had the opportunity to do so.

**6. Sole Remedy.** In the event that you have exactly complied with the terms and conditions set forth in this Limited Guarantee and that you have not achieved the full amount of the Projected Interest Savings, your sole remedy will consist of maCapital Resources refunding the full amount of the Program Activation Fee which you paid.

**THIS LIMITED GUARANTEE SETS FORTH THE ONLY GUARANTEE WHICH MACAPITAL RESOURCES IS PROVIDING TO YOU IN CONNECTION WITH THE PROGRAM. EXCEPT AS SET FORTH HEREIN, MACAPITAL RESOURCES IS NOT MAKING ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES TO YOU, AND YOU EXPRESSLY AGREE THAT, EXCEPT TO THE EXTENT THAT A REFUND OF YOUR PROGRAM ACTIVATION FEE MAY BECOME WARRANTED HEREUNDER, MACAPITAL RESOURCES WILL NOT BE RESPONSIBLE FOR ANY DAMAGES ASSOCIATED WITH YOUR PARTICIPATION IN THE PROGRAM, WHETHER ACTUAL, CONSEQUENTIAL, OR OTHERWISE.**

THIS LIMITED GUARANTEE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA. ANY DISPUTES RELATING TO THIS LIMITED GUARANTEE SHALL BE INITIALLY REFERRED TO A SINGLE MEDIATOR WHO IS ACCEPTABLE TO BOTH YOU AND MACAPITAL RESOURCES. SHOULD SUCH MEDIATION BE UNSUCCESSFUL, THE COURTS OF GREENSBORO, NORTH CAROLINA, SHALL HAVE EXCLUSIVE JURISDICTION OF ALL ACTIONS ASSOCIATED WITH THIS LIMITED GUARANTEE, AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SUCH COURTS. ATTORNEYS' FEES SHALL BE AWARDED TO THE PREVAILING PARTY IN ANY ACTION.

Signature of Customer: \_\_\_\_\_

Printed Name of Customer: \_\_\_\_\_

Date Signed: \_\_\_\_\_