

Membership Agreement

The membership agreement, when signed by the applicant and accepted by NuSep Inc. constitutes a binding contract between NuSep Inc. and the individual or entity signing this contract. Membership rights, privileges and obligations, and terms and conditions commence the moment the applicant signs up for the membership online.

1. Membership Benefits

1.1 Overview

NuSep offers a free membership where the more customers purchase the more benefits they receive and the higher the payoff. The membership is based off a point system, where customers earn points and then use those points to redeem discounts and rewards.

1.2 Points System

Customers can earn points from purchasing items on the website (\$1 = 1 Point), referring a friend (points only added if friend purchases from the website), and sharing the link on Facebook (points only added if someone clicks the link). Customers can also earn more points during Point Promotions which will be announced in our weekly emails. Points will be deducted for refunds.

1.3 Rebates

Rebates are rewards that can be redeemed by points. While members can use their points to redeem coupons, they can also accumulate their points to redeem rebates. The rebate system is set up as an incentive for customers to purchase more and accumulate their points to earn a high payout later.

1.4 Gel Buffet

Members who have earned 10,000 within the year (starts on the day they begin their membership) will have access to NuSep's exclusive Gel Buffet. Members will be contacted by e-mail when they reach the VIP Gold Membership status and given a code to enjoy our exclusive Gel Buffet. With the Gel Buffet, members will

be given a discount code that allows them to order precast gels for free up to \$1000 on each transaction. While the precast gels are free, members are expected to pay shipping and handling. Members are expected to exercise discretion when ordering from our Gel Buffet*. Any abuse of the system will result in termination (visit Section 2.1 for more details).

1.5 Renewing Membership

Membership lasts one year. One year is counted from the day the member signs up for the membership and that same day will be used for each subsequent year.

Gel Buffet: To maintain VIP Gold Member status the member needs to earn another 10,000 points. If member fails to earn another 10,000 Points within the year (based on day member signs up for the membership), the member will be downgraded to normal member status. In order to enjoy the Gel Buffet again, the member will have to earn 10,000 Points within the year.

1.6 Membership Questions

NuSep understands that errors may occur when calculating discounts, rebates, and other membership benefits. In the event a benefit is miscalculated, please contact a NuSep representative or email ecom@nusep.com.

*please allow 2-3 business days to receive the email containing the code to the Gel Buffet

2. Terms and Conditions

Any and all membership privileges obtained through this membership agreement may be changed at any time with prior notice. Members are responsible for receiving the notice. In the event where the member has not received the notice of change, as long as NuSep has provided a reasonable effort to contact the member, the member will be held accountable to the changes and responsible for costs stemming from the change.

2.1 Termination

Termination by the Member

The member is free to terminate the contract at any time. If the member is no longer satisfied with the membership, the member can contact NuSep Inc. and its employees. Members who terminate the contract and no longer wish to participate in the membership will lose the benefits to the membership including all the points they have already earned. Members will not receive any refunds since this is a free membership.

Termination by NuSep

This agreement shall remain in effect until one or more of the following occurs:

- Member takes advantage of the membership and excessively orders precast gel boxes they do not need*
- Member attempts to resell precast gel boxes
- Membership is transferred (membership is non-transferable)
- Member attempts to share membership with another individual or entity – this includes sharing discount codes provided in the weekly emails

The above list will result in automatic termination of the membership. The above list is not exhaustive of all the action that may result in termination. If members' actions are deemed inappropriate, for any action not listed above, members will receive a fair warning before membership is terminated.

In the event of termination, all membership privileges will be revoked without prior notice. If member has reached Gold Member status, the member will be

*NuSep reserves the discretion to be the judge of what is considered excessive orders and abuse. Excessive orders will most likely be judged based on number and frequency of gel box orders and if that is considered a reasonable amount given the individual/lab ordering it (we may look into previous purchase history when making a decision).

responsible for the cost of all gel boxes ordered using the Gel Buffet discount code, forfeiting the right to the Gel Buffet.

2.2 Notices

In the event of a change in policy, members will receive an email notifying them of the change.

In the event of a change in policy where members will incur additional costs, members will receive two emails notifying them of the change. If members fail to respond to the emails, NuSep will attempt to contact them via phone. Failure to respond after a reasonable effort to reach the member is not NuSep's responsibility and member will be responsible for additional costs.

In the event of termination, members will be notified by phone or email. Membership privileges will be terminated and members will be charged for the benefits they enjoyed as a member.

2.3 Privacy

All information collected for the membership will not be shared in accordance to Maryland law. By signing up for a membership, you consent to receiving emails from NuSep.

2.4 Warranties

No warranties are given or implied by this membership agreement.

3. Effectiveness and Interpretation of Agreement

Any and all legal proceedings sustained from this agreement shall be set in the jurisdiction of NuSep as agreed between parties. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in the state of Maryland or another location mutually agreed upon by both parties. An award of arbitration may be confirmed in a court of competent jurisdiction. This membership agreement sets forth the entire understanding of above-mentioned agreement and unless otherwise stated is not inclusive of any oral or prior written agreements.

3.1 Contact

Please contact us if you are unsatisfied with your membership or if you are unsure of any aspect of the membership.

Phone: (877) 592-1060

Technical Support Email: support@nusep.com

Membership and Sales: ecom@nusep.com

Signing up for the membership serves as a complete understanding and agreement to all terms and statements above.

*NuSep is using a third party software to provide membership benefits, by signing up for our membership, members are also consenting to the third party software's membership agreement policy.