



US Diners.comTM

6204 Everest Ct., Reno, NV 89523

Tel: 775-746-0172

Fax: 775-746-6356

Subscriber Contract

Order Form

Instructions	Membership Service Level
<p>Choose the Membership Service level and payment period. Complete all of the boxes in the Restaurant Information and Payment Information sections. It is not necessary to duplicate information (please fill in duplicate boxes with "same as above", etc.). Sign and Date the form include photographs, logo and a menu. Also include payment to US Diners.com, payment may be made by check, money order or credit card.</p> <p>Send the completed form to: US Diners.com 6204 Everest Ct. Reno, NV 89523 Attention: New Member Services</p>	<p><input type="checkbox"/> Silver</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Multi Loc</p> <p>Total: <input type="text"/></p> <p>Start Date: <input type="text"/></p> <p><input type="checkbox"/> Created <input type="checkbox"/> Sent</p>

Restaurant Information

Restaurant Name

Address

City

State

Zip Code

Phone

Fax

(For Silver Members only. Can be done at our Web site)

Logo included Photos (3) included Menu included

Payment Information

Billing Contact and Title

Billing Address

City

State

Zip

Phone

Email Address

Credit Card Type: Visa MasterCard American Express

Name On Credit Card:

Credit Card Number:

Exp:

Card ID:

Paid by:

Check

Money Order

Affiliate ID:





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Terms of Agreement

US Diners, through its web portal US Diners.com and local diners websites, provides a progressive platform for consumers and restaurateurs. The Company's purpose is two-fold: to provide consumers an elaborate restaurant database offering menus, coupons, and driving instructions, and to provide restaurateurs a critical marketing and management tool, including listings, employment boards, wireless access, menus and customer tracking.

Terms

The obligations of US Diners.com and Subscriber herein shall be effective 1 year from the date US Diners.com receives this agreement. US Diners.com warrants all services and satisfaction for its subscribers. If US Diners.com cannot resolve objections or grievances to the customers' satisfaction, US Diners.com will refund pre-paid monthly fees on a pro rata basis. Subscribers are afforded a 30 day free trial period, beginning from service initiation, during which a subscriber may choose to cancel, for a full monthly fee refund.

Pricing Policy and Services for US Diners.com Website Listing

Silver Package: \$99.00/mo, \$1188/year, \$99.00 set up fee*

Restaurant Listing: Name, Address, Phone Number.

Maps and Driving Directions: Driving directions and mapping to restaurant location.

Coupons: Access to proprietary coupon generator software. Listing includes coupon icon to identify offers for consumers.

Restaurant service finder: Access to our comprehensive database of restaurant-related company information across America.

Featured Listing: 200 word description (approximate) on restaurant specific page, restaurant logo, photographs, listing appear in BOLD type, credit card information, listings get priority position on searches.

Menus: Access to menu generator software. Menu icon is included next to listing.

Gift Certificates: Consumers/customers can purchase gift certificates right from our web site. US Diners.com unique software generates professional gift certificates, with serial numbers, for customers to purchase.

Web Link: Restaurants with their own web sites get a link attached to their listing.

Wireless Listing: Restaurants will receive a featured listing on our wireless site (accessible from web enabled cell phones)

* Set Up Fee:

One time fee, non-refundable. Up to 6 page menu set up for Silver or Gold Package, combination of logo and photos (4 max) digitalize and set up, up to 2 coupons set up, and all the restaurant information will be set up.

Additional Pricing and Services

Included in all service packages are 2 updates per year. Additional services beyond those which are offered as a package, or will be offered in packaged services in the future, shall be evaluated and quoted on a per case basis.

Warranties and Representations

The Undersigned Subscriber warrants and represents to US Diners.com that it has the right to, and is duly authorized to execute this agreement on behalf of the restaurant identified in the restaurant information section, provides and grants use of materials under this Agreement, that any and all necessary permissions from third parties to provide or grant use of the materials have been obtained, and that use of the materials is in accordance with the terms of this Agreement shall not infringe the copyright, trademark, patent, trade secret, right to publicity or proprietary rights of any third party.

Indemnification

The Undersigned agree to indemnify and save harmless US Diners.com and their officers, directors, employees, successors and assigns, from any claim, action, liability, loss, damage, penalties, injuries or suit, arising from the listing or use of information supplied by the subscriber.

Invalid Provision

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

Conflict Resolution

Any controversy between the Undersigned, successors and any other parties to this agreement and US Diners.com, involving the application of terms or conditions of this agreement shall first be submitted to arbitration. Each party to the conflict shall agree to the selection of an impartial arbitrator to hear and resolve the dispute. Arbitration shall comply with the Arbitration Rules of the American Arbitration Association.

Governing Law and Equitable Relief

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Nevada and Undersigned consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. The undersigned agrees that in the event of any breach or threatened breach by Undersigned, US Diners.com may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect US Diners.com against any such breach or threatened breach.

Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. US Diners reserves the right to refuse posting for any restaurant that does not comply with the basic standards of rest of the site. This may include content that is racial, demeaning, discriminating, sexually explicit or in poor taste.

I agree to the terms and conditions as stated on this Agreement

Name of Authorized Signatory: (PLEASE PRINT) _____

Signature: _____ **Date:** _____
