THE VIRTUAL CONSULTING FIRM™
REAL PEOPLE PROVIDING REAL SOLUTIONS IN A VIRTUAL WORLD™
http://www.TheVCF.com

Terms Of Service

Last Updated: November 25th, 2005

It is our pleasure to work with you, and we thank you for this opportunity. We appreciate your selection of The Virtual Consulting Firm to assist you with your endeavors.

Our policy is to have a written understanding with each client in order to clarify the scope of our services, responsibilities, and procedures.

This agreement applies to your use of any service and any related product or services (collectively named the "service" and "system"). This Agreement affects your rights and should be carefully read by you.

In this Agreement, "you", “Client”, “User" or "Users" means any person, company or trading entity using the Services (i.e. the User). Unless otherwise stated this Agreement will refer to E-Currency Exchange Account Management Services, provided by The Virtual Consulting Firm, the respective parent of subsidiary companies, affiliates, officers, employees and agents hereafter called the "Company".

By checking the consent box on the Account sign-up page AND/OR transaction forms, you confirm that you understand and accept the terms and conditions of this Agreement. The Company may amend this Agreement at any time by posting the amended terms to the appropriate site and the Users continued use of the Services will constitute continued acceptance of the amended terms.

You agree that you acceptance of this Agreement is the only authorization The Virtual Consulting Firm needs to initiate work on your behalf and that you will pay all fees from the proceeds of your accounts according to all of the terms stated below.

ELIGIBILITY

The User must provide a personal name and agree that such registration is for a person not under the age of eighteen or under the control and guidance of a "Guardian Angel".

An account holder will be required to provide adequate electronic copies of identification such as Drivers License, Passport and/or Social Security number when an account begins to hold and/or transfers amounts of funds deemed to be of a sizable amount recognized by international money transfer regulations.

PROPRIETARY INFORMATION AGREEMENT AND PRIVACY POLICY

All customer information is held in the strictest confidence.

The Company uses secure servers; secure data access, software and hardware firewalls, anti-virus protection, encryption technology, and additional security measures as necessary to protect your private information.

The Virtual Consulting Firm respects your privacy and does not sell, rent or give any identifiable personal information regarding users to any third party with the exception as necessary to establish and verify your e-currency exchange accounts with the account granting entity.

SERVICE TERMS

The foregoing arrangement will commence as of this date and will remain in effect subject to cancellation by either party by giving 15 days written notice.

DEFINITION OF THE SERVICES PROVIDED

This Company does not purport to be a financial institute, bank, investment, stock or commodity broker but utilizes a unique Internet system developed to provide an open and transparent operation for all world users of the Internet.

The User therefore agrees and confirms acknowledgement in using the Services that:

a. the Company utilizes a neutral exchange and transfer service of e-currencies and other selected products.

b. the Company does not involve Users funds in any trading market operation.

c. the Company is not a bank.

d. the Company is not subject to banking, stock or commodity exchange or other investment regulations.

e. the Company is not insured by any government agency.

f. No specific earnings have been implied or guaranteed. You may make more or less, depending on any number of factors, some of which are outside of our control.

Your acceptance of this Agreement specifically authorizes any agent of the Company to perform any and/or all of the following Services with your express permission on your behalf:

a. Register, set up, manage and execute any and all types of transactions related to your e-currency exchange account(s) and portfolio(s) for you.

b. Register, set up, manage and execute any and all types of transactions related to any number of your e-currency accounts for you.

c. Deposit funds into and/or withdraw funds from your e-currency and/or e-currency exchange accounts for you.

d. Transfer funds into and/or out of other accounts under our management from / into your e-currency and/or e-currency exchange accounts to optimize the earning potential of all of our clients and yourself.

e. Pay any fees involved in operating your e-currency exchange accounts, including the professional fees for these Services, from the earnings from your account(s).

f. Set up and fund whatever methods for withdrawing your money you indicate to us that you prefer, which may include requesting Debit Cards to be issued to you in your name, issuing Electronic Money Orders to you and/or any third party you designate, executing Bank Transfers, etc., to/for you.

g. Withdraw and distribute your net earnings to you upon achievement of the target monthly earning level you indicate to us.

h. Transfer your earnings, to the method(s) of withdrawing funds you indicate that you prefer, for you.

i. Provide you with an email forwarder on our domain to both most efficiently manage your account an facilitate the quick and easy transfer of account management to you, should you chose assume the management of all of your e-currency and e-currency exchange accounts for yourself

j. Provide you with monthly (or more frequent) e-currency exchange account(s) performance statements via the web (/ a secure URL /) a secure directory within our web hosting account for which we will provide you the necessary login information.

CLIENT RESPONSIBILITIES

The User must complete the "Account Request Form"or similar named entry detail form and provide true, accurate and complete identification information, detailed at: http://www.vcfclients.com/docs/IdentificationDocumentRequirements.pdf , required to perform the Services, within thirty (30) days of submission of an "Account Request Form", and to promptly inform the Company of any change in such identification information.

You agree to provide us with timely data pertinent to the performance of our work as defined in there Terms of Service and to inform us of any significant changes affecting the performance of our work for you.

Likewise, the User is responsible for supplying correct and current e-mail addresses and the Company will not be held responsible for undelivered e-mail communications and any costs resulting there from.

You agree to provide verification of your identity and affiliation with your accounts, via telephone, electronic and/or written correspondence, as may be required by any of the providers of your accounts, e.g. e-currency account providers.

You agree not to make any changes to any of the information related to any of your accounts and you agree not to initiate, interfere with or cause the cancellation of any transactions within any of these accounts. Any tampering with any of the information and/or transactions in any of these accounts will constitute sufficient grounds for our immediate assessment and collection of all outstanding service fees to date and termination of this agreement.

You understand that any failure on your part to satisfy all of the aforementioned identification documentation and banking information requirements within thirty (30) days of submission of an "Account Request Form" and/or to promptly notify us of any changes in any of this information may result in the immediate liquidation and/or closure of and forfeiture of any past, present or future earnings from your account(s).

You understand that the total value of your e-currency exchange account, henceforth referred to as your “portfolio”, is not a liquidatable asset. Rather, it is a vehicle from which your net earnings will be generated by means of “the system”.

You understand that the third party e-currency exchange system and e-currency accounts are outside of the direct control of The Virtual Consulting Firm. Therefore, The Virtual Consulting Firm cannot be held liable for the refunding or return of any cash you chose to deposit in any of your accounts in the event of the closure of or termination of access to your account with / by any of these third party companies.

EARNINGS DISTRIBUTION

The actual net earnings from our activities related to your e-currency exchange account(s) will begin to be distributed following the end of the first month that the aforementioned net earnings meet or exceed the Target Monthly Earnings you have indicated to us as your earnings goal.

You understand and agree that earnings may only be distributed to you once you have satisfied all the requirements for providing us with verifiable identification documentation and banking information as defined in the CLIENT RESPONSIBILITIES section herein.

The actual net earnings will be determined by subtracting an allocation for all associated fees due that month from the actual daily gross earnings derived from your accounts.

The actual net earnings from our activities related to your e-currency exchange account(s) will be apportioned between the Company and you based on the degree to which you are “Vested” in your account. You may receive not less than fifty percent (50%) of the net earnings from your accounts for a given month, after achieving your selected Target Monthly Earnings level. The remaining than fifty percent (50%) of the net earnings from your accounts, minus any professional service fees due to the Company, for a given month will be divided between the Company and you in direct proportion to the percentage that each party is “Vested” in your account.

VESTMENT

The degree to which you are “Vested” in your account will be determined by the percentage of the sum of the amount of each cash deposit you contribute to your account multiplied by the number of days to date that this amount has been on deposit in your account, dividided by the sum of all cash deposits made into your account multiplied by the number of days to date that each amount has been on deposit in your account.

The degree to which the Company is “Vested” in your account will be determined by the percentage of the sum of the amount of each cash deposit the Company has contributed to your account multiplied by the number of days to date that this amount has been on deposit in your account dividided by the sum of all cash deposits made into your account multiplied by the number of days to date that each amount has been on deposit in your account.

The degree to which you are “Vested” in your account for a given month will be determined at the time that our service fees are assessed as indicated in the service fee schedule referenced below.

Your net earnings will be distributed to you via the method(s) of withdrawing funds you have indicated to us that you prefer, e.g. Debit Card(s), Electronic Money Orders to you and/or any third party you designate, Bank Transfers, etc.

Any costs associated with the initial issuance or use of any method(s) you have selected for withdrawing funds, e.g. Debit Cards, will be deducted from the net earnings due to you.

The timeframes in which you receive the net earnings distributed to you may vary depending up the method(s) you chose for withdrawing funds and the overall times required to most efficiently transfer funds out of the system, through your e-currency account(s) and to the method(s) you chose for withdrawing funds that you have selected. Therefore, you recognize that the overall timeframe in which you may receive a given net earnings distribution is not fully under our control.

SERVICE FEE BASIS AND PAYMENT

The service fees for our performance of the services provided for your account are based on and are calculated as a percentage of the total value of your portfolio, at the time these fees are assessed as outlined below, according to the service fee schedule included as Appendix A to this agreement.

Service fees are first calculated on the fifteenth (15^{th}) day following the opening of your portfolio.

Subsequent service fees are calculated each thirty (30) days following the first fee calculation, e.g. on days 45, 75, 105, etc. from the opening of your portfolio.

We reserve the right to delay the withdrawal of our service fees to a later date at our discretion to sustain the desired earnings growth of your accounts towards the accelerated achievement of your target net earnings. Failure to withdraw the service fees due at the time they are calculated in no way relinquishes any of our rights to this amount.

We reserve the right to withdraw the service fees due from the e-currency account of our choice.

In the event that this agreement and/or your accounts are terminated for any reason, any fee balances that have not been collected within 30 days of the date of termination of this agreement, a monthly service charge of 5% will be applied, retroactive to the termination date. We may also implement collection activities including, but not limited to, forwarding your account to a collection agency, reporting your delinquent account to all major credit bureaus, and additional legal action. If your account is turned over for collection, you will be liable for all collection charges and/or attorneys fees.

LAW

It is the responsibility of Users to be aware that this system is lawfully able to operate within the Users own country.

We are required by law to point out that the income claims made on our site are not typical of all users’ results. You may make more or less, depending on any number of factors, some of which are outside of our control.

In engaging our services, you acknowledge that The Virtual Consulting Firms is not ultimately responsible for the Exchange or any of the electronic currencies involved. They are out of our direct control.

It is the responsibility of the Client to account for, abide by any and all tax reporting and payment laws within the Client's country. The Client recognizes and understands that neither The Virtual Consulting Firm or most of the companies involved in the e-currency exchange business will provide any specific tax accounting or reporting information and will not be / are not responsible for the reporting of any tax related information to any governmental agencies.

INDEMNIFICATION

You agree to indemnify and hold the Company, its affiliates, officers, directors, and employees free from any claim, action, demand, loss or damages (including any legal fees) made or incurred by any third party arising out of or relating to your use of the Services.

You will indemnify us against any loss and/or expense we may incur as the result of any claim, suite or proceeding made or brought against us or in which we are asked to participate, based upon any materials prepared or placed for you by anyone associated with The Virtual Consulting Firm that were based upon information provided by you or which you approved before its dissemination, publication, or production, as well as for claims or suits arising out of the nature or use of your products or services or our relationship to you, but excluding claims arising our of our negligence or misconduct.

Although, we pride ourselves on our ability to work effectively through the completion of each project, there may be exceptional circumstances, including customer decisions, which make completion of a project impossible. In such event, our policy is to bill for services rendered to the point of withdrawal. Any controversy or claim relating to fees for services rendered by The Virtual Consulting Firm shall be settled by binding arbitration in accordance with the Business Arbitration Rules of The American Arbitration Association.

REFUSALS

For any improper action, implied or actual, The Virtual Consulting Firm reserves the right to refuse service to particular Users at the sole discretion of The Virtual Consulting Firm, and to terminate those User's Account(s).

CHANGES TO AGREEMENT

The Conditions in this Agreement are subject to change at any time and without notice and the User agrees to review the current terms prior to affecting any transaction through the Company.

TRANSFER

You may request in writing that we transfer the responsibility for the active management of your e-currency exchange account and all your associated e-currency accounts to you at any time.

All outstanding services fees must be paid prior to the date of transfer of your accounts to you.

You understand that The Virtual Consulting Firm does not currently offer or provide any form(s) of training or support for any aspect of your self-management of any of your e-currency exchange business accounts.

Therefore, due to the dynamics and complexities involved in systems such as these, we strongly recommend that prior to assuming full responsibility and management of your e-currency exchange accounts that you acquire the appropriate training and support package(s), such as that we have available for you at: http://www.thevcf.com/CurrencyExchange/ECEP.phtml and/or others we may recommend and make available to you to insure your success in operating this business for yourself.

We will turn over all account information, including logins and passwords, to you at the time the responsibility and management of your accounts is transferred to you. We will henceforth destroy all records of your personal and account information. Therefore, it is then your further responsibility to protect and maintain this information.

The Virtual Consulting Firm will have no responsibility for any of your accounts, any of the activity therein and/or the earnings or performance thereof upon transfer of management responsibilities for them to you.

You will not be permitted to transfer rights or obligations you may have under this Agreement to any other third party without the express and written consent of the Company, which reserves the right to do so.

CLOSURE OF ACCOUNTS

Closure of an account may be executed at any time by the direct instruction of the User.

We appreciate the opportunity to provide these services of The Virtual Consulting Firm to you, and look forward to a pleasant, long and mutually rewarding association.

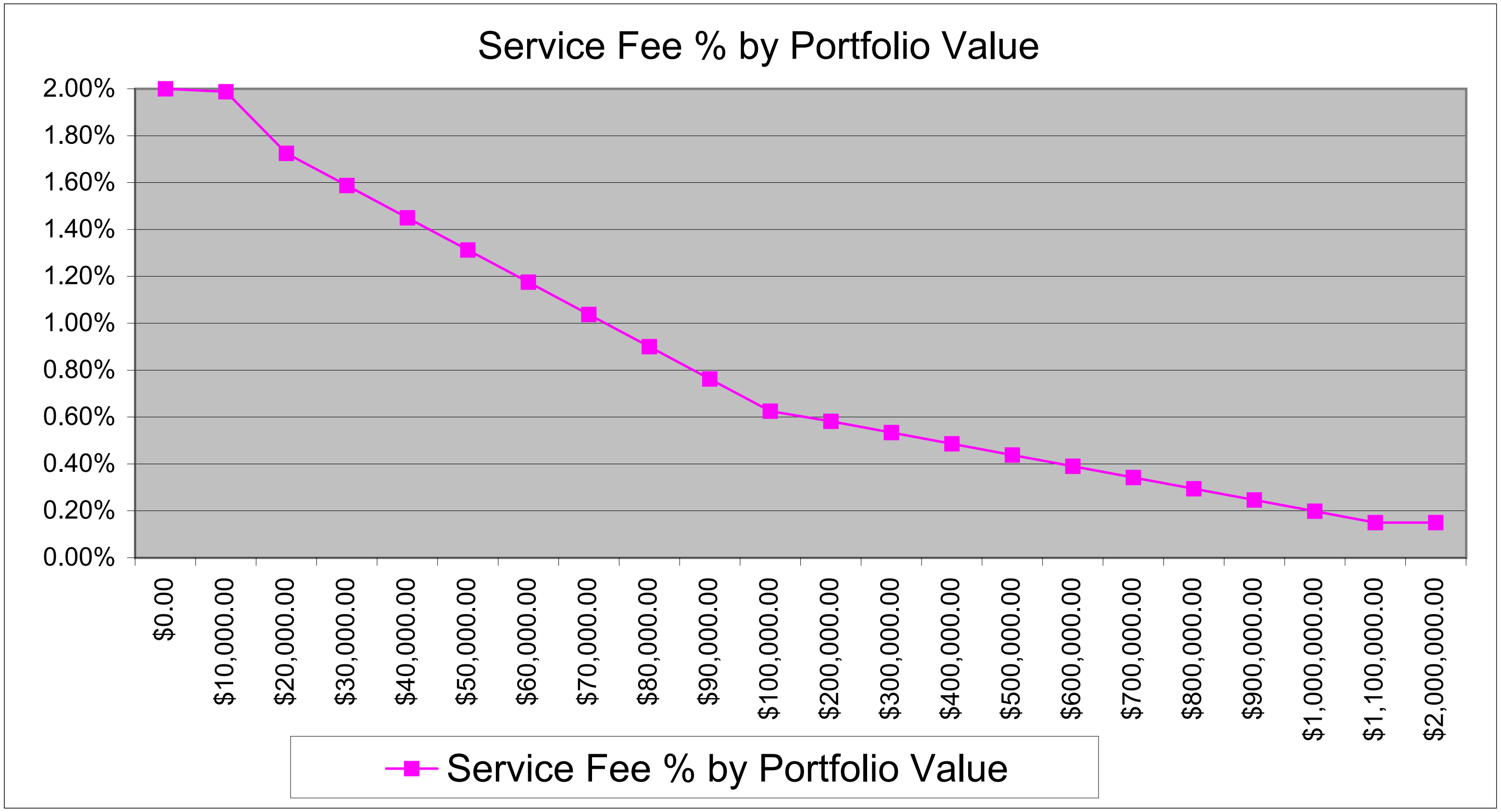
Sincerely,

Michael S. DeVries
Principal,
The Virtual Consulting Firm

Approved by Michael S. DeVries per: (SEAL)__________ for The Virtual Consulting Firm

Fee Schedule

TDV	TotalFeePct
$0.00	2.00%
$10,000.00	1.99%
$20,000.00	1.73%
$30,000.00	1.59%
$40,000.00	1.45%
$50,000.00	1.31%
$60,000.00	1.18%
$70,000.00	1.04%
$80,000.00	0.90%
$90,000.00	0.76%
$100,000.00	0.63%
$200,000.00	0.58%
$300,000.00	0.53%
$400,000.00	0.49%
$500,000.00	0.44%
$600,000.00	0.39%
$700,000.00	0.34%
$800,000.00	0.29%
$900,000.00	0.25%
$1,000,000.00	0.20%
$1,100,000.00	0.15%
$2,000,000.00	0.15%


Service Fee % by Portfolio Value
2.00%
1.80%
1.60%
1.40%
1.20%
1.00%
0.80%
0.60%
0.40%
0.20%
0.00%
$0.00
$10,000.00
$20,000.00
$30,000.00
$40,000.00
$50,000.00
$60,000.00
$70,000.00
$80,000.00
$90,000.00
$100,000.00
$200,000.00
$300,000.00
$400,000.00
$500,000.00
$600,000.00
$700,000.00
$800,000.00
$900,000.00
$1,000,000.00
$1,100,000.00
$2,000,000.00
Service Fee % by Portfolio Value