

Terms And Conditions Pertaining To ConceptSell's Certain Internet Promotion Services

THESE ARE THE TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF CERTAIN WEB SITE RELATED SERVICES BETWEEN YOU (the "Customer") AND CONCEPTSELL LLC ("ConceptSell" or "CS"). IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOTIFY CONCEPTSELL IN WRITING WITHIN TEN (10) DAYS OF YOUR ORDER AND THE SERVICES WILL BE CANCELLED WITH NO FURTHER OBLIGATIONS BY EITHER PARTY. FAILURE TO NOTIFY CONCEPTSELL OF CANCELLATION WITHIN SUCH PERIOD SHALL BE DEEMED TO INDICATE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THEM.

IN ADDITION, CUSTOMER MAY ELECT TO PURCHASE ADDITIONAL SERVICES FROM CONCEPTSELL, OR ITS PARTNERS AND/OR OTHER THIRD PARTIES, WHICH MAY HAVE THEIR OWN TERMS AND CONDITIONS AND ACCEPTABLE USE AGREEMENTS, ASIDE FROM THIS AGREEMENT. THOSE AGREEMENTS WILL BE PRESENTED TO CUSTOMER AT THE TIME OF PURCHASE AND/OR ACCOUNT LOGIN, AND IT IS THE CUSTOMER'S OBLIGATION TO REVIEW, ACCEPT AND ABIDE BY THOSE AGREEMENTS AS WELL AS THIS AGREEMENT. TERMS AND CONDITIONS FOR ALL OF OUR SERVICES CAN BE FOUND ON:

<http://www.ConceptSell.com/> (this specific agreement is at: <http://conceptsell.com/terms/terms.pdf>).

1. ConceptSell, will provide Customer with the following services (the "Service(s)") during the subscription period:

A. ConceptSell will market Customer's "Concept Site" by adding content and producing monthly newsletters in installments.

The Customer's website is designated by ConceptSell as the "Concept Site." The Concept Site shall be owned by the Customer and its heirs and assigns. ConceptSell will not be responsible for hosting and domain registration.

B. ConceptSell will provide a month to month subscription.

The subscription period will extend from month to month and may be canceled at anytime by Customer with no further obligation on either party upon expiration of the last paid month.

The subscription will include the addition of an average of at least one content page on the Concept Site during each month of the subscription period. ConceptSell may offer other features that may be chosen by customer for addition to the Concept Site during a subscription month at additional charge. ConceptSell may offer the addition of a feature to the Concept Site in lieu of an additional content page according to an election of said feature by the Customer.

The subscription will include an average of at least one newsletter produced and electronically mailed to a subscriber list containing up to 2000 email addresses during each month. The newsletter will pertain to the subject matter of the Concept Site as determined by Conceptsell.

During the subscription period, Customer hereby grants to ConceptSell and its subcontractors the necessary rights and licenses with respect to such Concept Site to carry

out obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by ConceptSell. Upon expiration of the subscription period, Customer will receive full control and responsibility with respect to the Concept Site and hosting thereof.

2. Customer shall be responsible for the following:

- Providing ConceptSell with all relevant information and custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) in connection with development of the Concept Site.

- Cooperating with ConceptSell on an ongoing basis to enable the development of the Concept Site, for example, by providing requested input and/or feedback in a timely manner.

- Ensuring that the Concept Site content does not infringe or violate the intellectual property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties.

- Obtaining and maintaining internet connectivity to access the Concept Site, to send and receive e-mail and access and utilize the Internet.

- Ensuring the accuracy of materials provided to ConceptSell, including, without limitation, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer.

- Not to disseminate or otherwise misuse personal information about visitors to the Concept Site, nor to share any personal information with any third party without first obtaining the visitor's consent.

3. ConceptSell is not responsible for all changes, modifications, and enhancements to the Concept Site made by Customer. All completed work products performed by ConceptSell, such as web pages for the Concept Site, are considered accepted unless Customer informs ConceptSell in writing of any required changes in the 14 days following the delivery of the said Service.

4. Customer represents to ConceptSell that Customer is at least eighteen years old and is legally permitted to enter into this Agreement.

5. ConceptSell reserves the right to terminate or suspend Service without notice if, in ConceptSell's sole discretion, the Concept Site is intended to be used or is used by Customer in a manner that violates or may violate the following standards, and ConceptSell reserves the right to reject or alter Customer's Concept Site content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which ConceptSell in its sole discretion deems to be:

- An infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right;

- In violation of any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders;

- Offensive, including without limitation, bigotry, racism, discrimination, hatred, or profanity; is disparaging, defamatory, libelous, or results in an invasion of privacy; promotes or provides instructional information about illegal activities or physical harm or injury to any group, individual, institution or property; or infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret or patent right; or may violate any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders;

- States or implies that the web site is placed by ConceptSell or any party with a contractual relationship with ConceptSell, or that such parties endorse the Customer's products or services;

- Pornographic or obscene. ConceptSell neither sanctions nor permits web site content that contains illegal or obscene material or fosters or promotes illegal activity. Further, should Customer violate this policy, ConceptSell will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's web site, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content;

- Violent or encouraging violence;

- Disparaging, defamatory, libelous, or resulting in an invasion of privacy;

- Promotion or providing of instructional information about illegal activities or physical harm or injury to any group, individual, institution or property, or encouraging illegal or criminal conduct, or

- Promotion or facilitation of, or engaging in, consumer deception or fraud, spamming, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities.

6. Customer will use the ConceptSell services in a manner which does not interfere with or disrupt other network users, services, or equipment, and ConceptSell reserves the right to terminate or suspend Service without notice if such interference is determined by ConceptSell to exist. Such interference or disruption includes, but is not limited to:

- wide-scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums,

- propagation of computer worms or viruses, and

- use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

7. ConceptSell shall provide services to Customer, including but not limited to keyword research for the Concept Site theme and creation of the Concept Site content pages based

on a keyword focused blueprint, all of which shall be included in Services during the subscription period. The extent of the Services provided by ConceptSell, such as the number of web pages built, shall depend on the specific service packages purchased by Customer and the duration of the subscription period.

8. ConceptSell shall use best commercial efforts to deliver Services professionally and on a timely basis. Customer shall inform ConceptSell, in writing, of any complaints or problem situations encountered as well as any special or unusual matters affecting the services being provided. Services are initiated on payment verification and begins on the date that the Customer's order is placed.

9. ConceptSell's Services are provided on an "as is" basis. ConceptSell's entire liability and Customer's exclusive remedy against ConceptSell for any failure of performance or nonperformance of any obligation under this Agreement, shall be limited to a refund of amounts paid to ConceptSell for the Service. The entire liability of ConceptSell, and Customer's exclusive remedy against ConceptSell for errors in the Customer's Concept Site (other than those errors caused by Customer) shall be the correction of such errors upon notice from Customer. EXCEPT AS EXPRESSLY STATED HEREIN, CUSTOMER'S SUBSCRIPTION TO THE FEEDER SITE AND USE OF THE CONCEPT SITE IS AT ITS OWN RISK AND CONCEPTSELL DISCLAIMS ANY AND ALL WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TRAFFIC, LEADS AND/OR SALES GENERATION, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ConceptSell disclaims and shall not be liable for any other loss, injury, cost or damage suffered by Customer or any third party and shall in no event be liable for consequential, special, or indirect or incidental damages, including without limitation, damages for loss of business profits, business interruption, or loss of data, arising out of or in any way connected with the use of the web site and any information available on it, and the delay or inability to use the site or any information, even if ConceptSell has been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Except as expressly stated herein, ConceptSell disclaims any and all warranties to Customer, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose.

10. ConceptSell will not be liable to any third parties for any direct, incidental, or consequential losses or damages suffered by such third parties for any reason, whether foreseeable or not, including, without limitation, damages for loss of profits, loss of income or earnings, loss of business opportunities, injury, or other loss or damage resulting directly or indirectly out of or in connection with the Customer's web site. The foregoing shall apply despite any negligence, misconduct, errors, or omissions by ConceptSell, including without limitation its employees, representatives, agents, or technical operations. Customer assumes sole responsibility for the Concept Site including:

- acquiring any authorization(s) necessary to use intellectual property (including, but not limited to, copyrights and trademarks) or information of third parties;
- acquiring any authorization(s) necessary for hypertext links to third party websites;

- the accuracy of materials provided to ConceptSell, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer; and
- ensuring that the web site content provided by Customer does not infringe or violate the intellectual property rights or any other right of any third party.

ConceptSell shall have no liability and shall be held harmless for any content provided by Customer that infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses. ConceptSell disclaims any responsibility for any content, goods, and services available through Customer's web site, or the quality or accuracy of any information in Customer's web site. ConceptSell will not endorse, warrant, or guarantee any product or service offered through Customer's web site, and will not be a party to or in any way monitor any transaction between Customer and third-party purchasers of products or services or use of the web site, including, without limitation, all sales of goods or services, credit card transactions, banking or securities transactions, or any business, service, or merchandise agreements.

11. Customer agrees to defend, indemnify, and hold harmless ConceptSell and each of ConceptSell's officers, directors, employees, agents, or other partners and affiliates from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim against ConceptSell in connection with Customer's Concept Site web site (including, but not limited to, web site content) and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including ConceptSell's reasonable legal fees and expenses (whether incident to the foregoing or to ConceptSell's enforcement of said rights or defense and indemnity).

12. ConceptSell reserves the right to suspend or terminate Service with or without notice to Customer if ConceptSell determines, in its sole discretion that Customer has failed to comply with any of its obligations as set forth in this Agreement.

13. As between Customer and ConceptSell, all materials, images, photos, information, and other content provided by Customer to ConceptSell for inclusion to the Concept Site shall remain the sole and exclusive property of Customer. In addition, ownership interest to the Concept Site shall be with the Customer, provided that Customer has paid ConceptSell in full for all their Services. Such ownership or proprietary rights assignment shall be limited to the actual Concept Site web site and its underlying HTML script or coding as developed for Customer by ConceptSell, but shall not include any rights to ConceptSell's software, trade secrets, methodologies, processes, proprietary functions, know-how, and all intellectual property including, but not limited to, all copyrights, trademarks, patents, and trade secrets related to ConceptSell's products or services, which shall remain the sole and exclusive property of ConceptSell and its suppliers, affiliates, partners, and licensors.

14. ConceptSell shall receive compensation as set forth in Schedule A attached hereto for the Subscription and Services provided herein to Customer. The compensation may be changed, from time to time, upon thirty (30) days notice. Customer shall pay for subscription services and site building services in advance. In addition, for changes to monthly ongoing payments (such as CS Monthly Subscription Service, ConceptSell shall notify the Customer in advance.

15. Subject to termination as provided herein, the initial term of this Agreement shall commence on the date of this Agreement and shall continue in full force and effect for one year. The Agreement shall be automatically renewed for additional one year terms, provided neither party has terminated the Agreement.

16. Either party may terminate the Agreement in its sole discretion, on thirty (30) days written notice. In the event of termination, ConceptSell shall reimburse only the unused portion of web site building services. For further clarity, unused portion refers to resource efforts which were paid for by Customer and not yet spent by ConceptSell. Notwithstanding the above, ConceptSell shall have no liability to Customer or any third parties because of such termination. In addition, ConceptSell shall discontinue any monthly fees, such as those related to CS! Core and CS! Guaranteed Clicks services. In the case of CS! Guaranteed Clicks, a US\$100 termination penalty shall apply.

17. ConceptSell may amend these Terms and Conditions at any time by posting a revised version on its website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, ConceptSell will provide Customer with 30 Days' prior notice of the Substantial Change.

"Substantial Change" means a change to the Terms and Conditions that reduces the rights or increases the responsibilities of Customer.

18. ConceptSell agrees that all confidential information ("Customer Confidential Information") communicated by Customer with respect to the service, including any Customer Confidential Information gained by ConceptSell or its representatives by reason of association or assignment with Customer or its associates is confidential.

Customer shall make reasonable efforts to mark as confidential any materials to be protected pursuant to this paragraph. ConceptSell promises and agrees not to disclose any Customer Confidential Information to any other person unless specifically authorized in writing by Customer to do so, except to the extent disclosure is required by subpoena or an Order from a court of competent jurisdiction. ConceptSell shall use its best efforts to prevent inadvertent disclosure of any Customer Confidential Information to any third party. Customer agrees that ConceptSell may utilize the Customer's Concept Site in its promotional materials and brochures, and may but is not required to include a link to Customer's Concept Site in ConceptSell's company web site (presently conceptsell.com) or in any other web site designed by ConceptSell.

19. Customer agrees that all documents, specifications, reports, templates, processes, software tools and all other information, of whatever kind or nature, that are related to the development of the Concept Site herein (the "ConceptSell Confidential Information") are trade secrets of and having significant value to ConceptSell and which are the intellectual property of ConceptSell. Customer shall not, at any time during or after the term of this Agreement or afterwards, without ConceptSell's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the ConceptSell Confidential Information. Not included in the definition of "ConceptSell Confidential Information" is any information that can be observed by the public on the web site.

20. Nothing contained in this Agreement shall be regarded or construed as creating any relationship (whether by way of agency, joint venture, association, or partnership) between the parties other than as an independent contractor.

21. Neither party shall have the right or authority to assume or create any obligations or make any representations, warranties or commitments on behalf of the other party or to bind the other party in any respect whatsoever, nor shall he attempt to do so.

22. Any notification to the other party to this Agreement shall be deemed effective if sent by e-mail to the last known e-mail address of such party, or if faxed to the last known fax number, or if sent by first-class mail with sufficient postage attached addressed to the last known mailing address. of such party.

23. This is the entire Agreement between the parties relating to this matter and supersedes any prior agreements whether written or oral. Notices hereunder shall be in writing and must either be personally delivered or sent by registered mail or by e-mail to the address set forth herein. A party may change the address set forth herein by proper notice to the other. If any provision of this Agreement, or application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby. This Agreement shall not be assignable by the Customer without prior written consent of ConceptSell. This Agreement shall be binding upon the Customer's successors and assigns and shall enure to the benefit of any successors and assigns of the Customer. This Agreement shall be governed by the laws of the State of Georgia and the laws of the United States applicable therein. The parties declare that they have required that this Agreement and any related documents be drawn in the English language only.

Schedule A

ConceptSell Fee Schedule

The ConceptSell fee schedule shall be as follows:

Month to Month at the advance rate of \$150.00 per month.

Quote provided upon request for services requested that are not covered in Paragraph 1.

All applicable taxes shall be charged to and paid by the Customer in addition to the said fees, whether billed concurrently with the fee for ConceptSell's Service or subsequent to the ConceptSell billing. Customer agrees to pay interest at the rate of 1.5% per month (18% per year) on all amounts not paid when due.

All fees are payable in advance prior to the commencement of the Service.

In the event of termination, ConceptSell shall discontinue charging monthly fees beginning at the next subscription period.

ConceptSell shall also reimburse only the unused portion of web site building services, as determined by ConceptSell. For further clarity, unused portion refers to resource efforts which were paid for by Customer and not yet spent or begun by ConceptSell.

The fees and applicable taxes are subject to change from time to time with notice as provided in the agreement.