

WEBSITE USER AGREEMENT (TERMS OF SERVICE) FOR MERCHANT MOMS

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING www.merchantmoms.com WEBSITE, HEREFORTH REFERRED TO AS "THE SITE".

By accessing or using the site, you agree to be bound by the terms and conditions set forth below.

If you do not wish to be bound by these terms and conditions, you may not access or use the site and should immediately cease such use. Merchant moms may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement on the site. You agree to review the agreement periodically to be aware of such modifications and your continued access or use of the site shall be deemed your conclusive acceptance of the modified agreement.

1. COPYRIGHT, LICENSES AND IDEA SUBMISSIONS.

Domestic and International copyright and trademark laws protect the entire contents of the Site. The owners of the intellectual property, copyrights and trademarks are Merchant Moms, its affiliates or other third party licensors. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute, in any manner, the material on the site, including text, graphics, code and/or software unless otherwise noted on the site.

You may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials. You agree to grant to Merchant Moms a non-exclusive, royalty-free, worldwide, sub licensable, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the Site (such as bulletin boards, forums and newsgroups) or by e-mail to Merchant Moms by all means and in any media now known or hereafter developed. You also grant to Merchant Moms the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against Merchant Moms for any alleged or actual infringement or misappropriation of any proprietary right in your communications to Merchant Moms.

2. TRADEMARKS.

Merchant Moms and/or any other names belonging to Merchant Moms, or its Web sites, seminars, conferences, events, trade shows, publications, products, content or services referenced herein or on the Site are the exclusive trademarks or service marks of Merchant Moms, including the "look" and "feel" of the Site, color combinations, layout, and all other graphical elements. Any use of Merchant Moms trademarks is strictly prohibited without the express permission from Merchant Moms. Other product and company names mentioned in the Site may be the trademarks of their respective owners.

3. USE OF THE MERCHANT MOMS SITE.

You understand that, except for information, products or services clearly identified as being supplied by Merchant Moms, Merchant Moms does not operate, control or endorse any information, products or services

on the Internet in any way. Except for Merchant Moms identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties that are not affiliated with Merchant Moms. You also understand that Merchant Moms cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

Merchant Moms offers a search feature within the Site. Merchant Moms explicitly disclaims any responsibility for the content or availability of information contained in our search index or directory. Merchant Moms also disclaims any responsibility for the completeness or accuracy of any directory or search result.

In connection with your use of the Site, you agree you will not:

- a) Transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable that may invade another's right of privacy or publicity;
- b) Impersonate any person or entity, including but not limited to, an Merchant Moms official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) Post or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- d) Post or transmit any Material that contains a virus or corrupted data;
- e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- f) Use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- g) Post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
- h) Violate any applicable local, state, national or international law;
- i) Upload or transmit any Material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- j) Delete or revise any Material posted by any other person or entity;
- k) Manipulate or otherwise display the Site by using framing or similar navigational technology, or
- l) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Merchant Moms product or service if you are not expressly authorized by such party to do so.

In connection with your use of the Site, you agree you will:

- a) Keep your contact information up to date with us (this includes credit card information if that is your choice of payment);
- b) Pay hosting and domain renewals in a timely manner;
- c) Be respectful of fellow MerchantMoms and its administrators
- d) Make use of the tools and information provided to you

You assume total responsibility and risk for your use of the site and the internet. Merchant Moms provides the site and related information "as is" and does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the service, any merchandise information or service provided through the service or on the internet generally, and merchant moms shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the service or on the internet generally. You understand further that the internet contains unedited materials some of which are sexually explicit or may be offensive to you. You access such materials at your risk. Merchant Moms has no control over and accepts no responsibility whatsoever for such materials.

4. LIMITATION OF LIABILITY

In no event will merchant moms be liable for (i) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service. Even if merchant moms or its authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, MerchantMoms liability is limited to the greatest extent permitted by law.

5. BACKUPS

We will make every reasonable attempt to avoid unexpected server downtime and to ensure that all hosting accounts are well taken care of. All hosting account data backups are the account holder's responsibility. Although we do make regular backups (of our hosting account servers) MerchantMoms will not be deemed responsible for data or other loss resulting from the unavailability of backups. Servers are not guaranteed against any hacking attempt, denial of service attack, security breach, data loss, hardware problems, loss of use, loss of income and/or any unspecified general failures and any such incident. By using the services of MerchantMoms you agree that you will make no claim or attempt to collect for reimbursement of any financial loss or hardship related to using these services.

If data loss occurs due to negligence of client MerchantMoms will attempt to recover the data from the most recent archive for a \$25.00 fee.

6. EQUIPMENT.

You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and all charges related thereto.

7. INDEMNIFICATION AND RESERVATION OF RIGHTS.

You agree to indemnify, defend and hold harmless Merchant Moms, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or your use and access of the Site.

Merchant Moms reserves the right to release current or past member or Web site user information if Merchant Moms believes that a member's account is being used to commit unlawful acts, if the information is subpoenaed and/or if Merchant Moms deems it necessary and/or appropriate.

8. THIRD PARTY RIGHTS.

The provisions of paragraphs 3 (Use of the Site), and 5 (Indemnification) are for the benefit of Merchant Moms and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

9. TERM; TERMINATION.

Either party without notice may terminate this Agreement at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 3 (Use of the Site), 5 (Indemnification), 6 (Third Party Rights) and 11 (Miscellaneous) shall survive any termination of this Agreement.

10. SPECIAL ADMONITIONS FOR INTERNATIONAL USE.

Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

11. DEALINGS WITH THIRD PARTIES.

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Merchant Moms shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

12. LINKS.

The Site may provide, or third parties may provide, links to non- Merchant Moms Internet World Wide Web sites or resources. Because Merchant Moms has no control over such sites and resources, you acknowledge and agree that Merchant Moms is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on

or available from such sites or resources. You further acknowledge and agree that Merchant Moms shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

13. MISCELLANEOUS.

This Agreement shall all be governed and construed in accordance with the laws of the State of MI, United States applicable to agreements made and to be performed in the said State, United States. You agree that any legal action or proceeding between Merchant Moms and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the county of Eaton, Charlotte, State of MI, United States.

Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Merchant Moms failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Merchant Moms may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.

Some of the information on this Web site may contain projections or other forward-looking statements regarding future events or the future financial performance of Merchant Moms. We wish to caution you that these statements are only predictions and that the actual events or results may differ materially.

14. REFUNDS.

There are NO REFUNDS given under any circumstances. A demo site is provided for your use to determine if the software meets your needs. Proceeding with the registration past this point indicates a knowledge of and agreement with this policy.

There are NO REFUNDS for the setup / license fee.

There are NO REFUNDS of any kind for domain names. This includes mistakes made by you when you registered the name. Registrations are automatic and instant. Nobody reviews your domain name application for spelling errors.

13. SUSPENSION / TERMINATION

You, the client will receive invoice notifications 5 days prior to the due date. If it goes unpaid, or a credit card or Paypal Subscription payment fails, there will be a follow up notification 4 days later, then again 2 days after that.

Sites are suspended when attempt for payment has passed the 10 day grace period. The site will be

terminated (removed from the server) if the site is suspended for 30 days. Membership to the MerchantMoms forums will also be revoked.

14. REINSTATEMENT

A \$25 reinstatement fee (to repurchase your license) will be accessed if a site is terminated after suspension for nonpayment, or canceled by the client and reinstated. The client will pay the going rate for their hosting package, not necessarily the rate that it was at termination.