

QualityEbiz User Agreement

FOLLOWING ARE THE TERMS ON WHICH QUALITYEBIZ OFFERS YOU ACCESS TO OUR WEB SITE AND SERVICES.

This is the User Agreement (the "Agreement" or "User Agreement") for your use of web sites owned or operated by, and services offered by, EvisionDeliver, Inc. which owns and operates QualityEbiz.com ("QualityEbiz") located at 445 Francisco Street, San Francisco, California 94133 and you ("You" or "Users"). This Agreement contains the terms and conditions ("T&C") applicable to your use of our services ("Service" or "Services") available under or through the domain, sub-domains, and affiliated domains of www.QualityEbiz.com (collectively, the "QualityEbiz") and the general principles for the web sites of our international affiliates. If you do not agree to be bounded by the terms and conditions of this agreement, do not use or access our site or services.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may use the Site or the Services or become a registered user of the Site. This Agreement is effective upon the earlier of: (i) your first use of the Site for any reason; (ii) acceptance of this Agreement by new registering users; or (iii) the Effective Date noted on the posted version of the Agreement.

A. Responsibility of Users:

In order to register and to use QualityEbiz and its service, you must be at least 18 years of age. The Program and Services of QualityEbiz are available to both people inside US and abroad and are void where prohibited by local governing laws.

B. Relationship of the Parties:

You and QualityEbiz are independent contractors, and nothing in this agreement creates any partnership, joint venture, agency, franchise, sales representative or employment relationship between you and QualityEbiz.com. You understand that you do not have authority to make or accept any offers or make any representations on behalf of QualityEbiz. You may not make any statement, whether on your site or otherwise, that would contradict anything in this section. You are solely responsible for the reporting and payment of any taxes for money earned while using the Program of QualityEbiz.

C. Modifications:

QualityEbiz may, at any time, choose to edit, add and/or delete portions of this agreement and impose changes without prior notification of its Users. Users will be informed of any and all changes to this policy via an e-mail to their primary contact e-mail address provided upon signing up with QualityEbiz. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the QualityEbiz program following our posting of a change in policy notice or new agreement on our site will constitute binding acceptance to the change.

D. Account Usage and Acceptable Use:

I. Account Creation:

You agree to and must use your own name and e-mail address in the registration process and may not assume a false identity. You will use your username and password combination to access your account area at Qualityebiz.com, and it is your responsibility to keep this information confidential. You may change this information by logging into your account and following the "Account info" link. You are solely responsible for any and all use of your QualityEbiz account including authorization by you to any third party or individual who may access and use your account.

II. Account Termination:

Should any instances of fraud, system abuse, or any type of activity deemed to be inappropriate or illegal by QualityEbiz be detected, it may result in membership termination and possible legal action.

III. Funding Money:

Funding money is not required prior to purchase of a Service or a Product through QualityEbiz Online shop. By uploading money, it will be easier and faster to process orders, payment for support service and maintain monthly service fee such as for web hosting service.

IV. Balances:

If you do hold a Balance, QualityEbiz will hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes and will not voluntarily make your funds available to its creditors in the event of bankruptcy.

V. Withdrawing Money:

You may withdraw the money in your account by using Payment Request button in QualityEbiz member area. This may apply a processing fee each time you withdraw money out and the processing fee is dependent on the payment gateway you choose (PayPal.com-5%, Wire Transfer - \$50). Therefore, QualityEbiz strongly advises you to transfer money into your account of only the amount you plan to use in the future.

VI. Points:

- a) DEFINITION OF POINT(S): Point(s) are used for Services provided by QualityEbiz.
- b) PURCHASING POINT(S): You may purchase Point(s) on Statistic section of your member area. To purchase Point(s), you must transfer money into your account prior to the point(s) of purchase. 1 point equals to the amount of Twenty-five (\$25) dollars. Purchased Point(s) are not refundable to monetary value.

VII. Security:

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

E. Purchase Software and Services:

I. Software Purchase:

- a) COPYRIGHT: Software, QualityPPC, JumboFeed, Toolbars and QualityMaximize, are owned by QualityEbiz and are protected by United States copyright laws and

international treaty provisions. Therefore, you must treat the Software like any other copyrighted material (e.g., a book or musical recording).

- b) SOFTWARE PURCHASE CONDITIONS: The Software is provided as is and must be purchased on the assumption that it will not be supported. QualityEbiz makes no guarantee of any offer of support for problems arising through use of the Software.
- c) The Software and its related documentation are provided "AS IS" and without warranty of any kind and QualityEbiz expressly disclaims all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall QualityEbiz be liable for any incidental, special, or consequential damages that result from the use or inability to use the Software or related documentation, even if QualityEbiz has been advised of the possibility of such damages. Examples of such damages may include but are not limited to hackers, spam, viruses, hardware failure, or software incompatibility. In no event shall QualityEbiz's liability exceed the license fee paid, if any.
- d) LICENSE AGREEMENT: By purchasing and installing the Software, you are agreeing to be bonded by the Software License Agreement, which you find in each of following locations of QualityEbiz:
 - o [Software License Agreement for QualityPPC](#)
 - o [Software License Agreement for JumboFeed](#)
 - o [Software License Agreement for QualityMaximizer](#)
 - o [Software License Agreement for Dynamic toolbar](#)

F. Specific Services and Applicable Terms:

I. Affiliate Program:

- a) USERS PROGRAM ENROLLMENT: By signing up at QualityEbiz and accepting the Agreement, you also become a participant in Affiliate Program, we may reject any Users as qualified Affiliate program participants if we determine, in our sole discretion, when your website or online promotions are not suitable for the Affiliate Program for any reason, including, but not limited to, inclusion of your website content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, contains (i) sexually explicit, pornographic or obscene content (whether in text or graphics), (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise), (iii) graphic violence (which may include certain types of game sites), or (iv) any unlawful behavior or conduct. If we reject your account for participating in the Affiliate program, you are welcome to reapply to the Affiliate Program at any time after you delete all offending content. Rejected account is not qualified to earn commissions for any sales.
- b) LINKS: We will make available to you, graphic banners, button links and text links to our Web site ("Links"). In using the Links, you agree that you will cooperate fully with us in order to establish and maintain such Links. A Link can be modified and/or expanded with our consent. You may include Links on your website or in your email

signature or such online tools. We have the right, in our sole discretion, to monitor your promotional activities to refer people to QualityEbiz by using Links at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

- c) REFERRAL: The Users who register from your Link becomes your "Referral". When the Referral purchases any product or service through QualityEbiz Online shop, you earn a percent of commission for each product or service set by QualityEbiz.
- d) ORDER PROCESSING: We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements, which we may establish from time to time. All aspects of order processing and fulfillment, including order entry, customer service, cancellations, returns and payment processing will be our responsibility. We will track the amount of sales generated by your Referral and will make this information available to you through our Web site. You are responsible to inform QualityEbiz of any suspected problems Links immediately.
- e) COMMISSIONS: We will pay you a commission between five (5) percent to ten (10) percent for all purchases your Referrals made, for forms which we deliver to such customer and for which we have received full payment. For example if there are cancellations before providing all services to your Referral, your commission will be calculated by based on the final amount your Referral paid.
For a sale to generate a commission, the customer must be your "Referral" before proceeding the order, purchase the products or services through QualityEbiz Online ordering system, accept delivery of the products or services, and remit full payment to us.
QualityEbiz shall set the price of any forms in its sole discretion. Products or Services referred to in this Agreement refers to individual Products or Services available directly through QualityEbiz. No commission is due or payable on the sale of any other products, including but not limited to books, services, subscriptions, supplies offered by or sold by any other partners, Users, advertisers or sponsors.
- f) PAYMENTS: QualityEbiz will pay your commissions within 30 days of your request for payment. A balance of Five (5) U.S. dollars is required to submit a payment request. If a product sale that generated commission is refunded by the customer, we will deduct the corresponding commission from your account. Users have the option of choosing to receive payments by check and via PayPal.com. Users may receive a payment via wire transfer, which requires two-hundred-fifty (250) U.S. dollars of account balance in requesting payment and Fifty (50) U.S. dollars of processing fee. QualityEbiz requires each User to submit an applicable W9 or a W8 tax form before payments can be made to Users. Inability to provide an appropriate tax form or accurate information will prevent QualityEbiz from paying out payments due to Users and may result in cancellation of outstanding payments to Users.
- g) FRAUD: QualityEbiz retains the right to review all commissions for possible fraud. Any incidence of fraud constitutes a breach of this Agreement, and QualityEbiz retains full authority to terminate this Agreement immediately.
- h) PROMOTION AND SPAM: You may not promote your Links through unsolicited emailing (i.e. SPAMMING), or any other method of mass communication. Failure to comply will result in immediate termination of your account with QualityEbiz and may result in legal prosecution. QualityEbiz strictly enforces anti-Spamming laws. Spamming is a federal crime. Any member caught Spamming will not only have their account terminated immediately and lose any past, present and future

earnings, but shall also be held liable for Spamming as we shall cooperate with any authorities and investigations that may arise from the Spamming incident. QualityEbiz may charge up to five (5) US dollars per spam e-mail sent.

II. **Web Design and Web Development Service:**

- a) **PAYMENT:** QualityEbiz accepts payment via PayPal.com, US cashiers checks, and credit cards supported by 2co.com. If payment is made by eCheck (Paypal.com), Check or Credit Card, the service will be provided after the payment is verified. The verification under normal circumstances may take 12 hours to 96 hours.
 - o **PAYMENT TERMS FOR PRE-PACKAGED SERVICE:** Payment for pre-packaged design and web development service must be made in full and in advance.
 - o **CUSTOM PACKAGED SERVICES:** Other custom order for web development requires fifty (50) percent of payment upon acceptance of service plan and the remaining fifty (50) percent must be paid within fifteen (15) days of the completion of service.
- b) **DELIVERY TIME:** The time frame of the service mentioned in the package detail may change for any reason, including, but not limited to, inclusion of the communication speed between You and QualityEbiz, unsuccessful specifications of design preference provided by You, and any additional requests of editing or revisions requested by you.
- c) **ADDITIONAL SERVICE:** If you make additions to the scope of work and/or require additional work, QualityEbiz will provide a new estimated cost for the additional work before continuing. Any new estimate will be subjected to your approval.
- d) **DESIGN REVIEW:** All communications regarding web design review must be responded to the QualityEbiz Online Support Center. A support ticket response by You is considered as a review. Example, if you send different change requests in 2 separated emails, it is considered as 2 reviews, that are consumed.
- e) **WEBSITE CONTENT:** You provide all contents (text and images) required for the web development. QualityEbiz is not responsible for accuracy of any text, content, or images provided you.
- f) **COPYRIGHT:** All images used in designs carry a copyright by their respective owners and are subject to limited use. You do not have rights to reuse the images in their modified or present forms anywhere else including in other templates or websites. Further you do not have rights to resell/license/sub license/lease the images used in our templates in their modified or present forms under any circumstances.
- g) **RESELLING:** You do not have rights to resell/license/sub-license/lease Web designs created by QualityEbiz unless there is an additional written agreement between you and QualityEbiz.
- h) **CANCELLATION AND REFUND:** You may cancel Web design and development service before receiving full service you ordered by submitting a ticket through the Online Support Center. In the event of cancellation, QualityEbiz calculates completed hourly work to the date and may refund corresponding amount if applicable. The minimum rate of an hour for web design and development service is eighty (80) US dollars. However, it may change by the work details and required skill used but not exceeding one hundred and fifty (150) US dollars / hour. QualityEbiz

refunds the applicable amount to you within 30 days of the cancellation request date via PayPal.com.

- i) PORTFOLIO USAGE: QualityEbiz has the right to use any portion of design work and programming work as sample in its portfolios after Client's site launches.

III. **Web hosting Service:**

- a) DESCRIPTION OF SERVICE: QualityEbiz shared hosting service is offered for only websites using JumboFeed PPC search engine script. QualityEbiz has the right to refuse to host any website in our sole discretion that, and determine your website is not suitable for hosting on our shared hosting server for any reason. Your unlimited E-Mail Services, additional add-on domains and/or subdomains are for your use only. They are not intended to be used for re-sale or promotional offerings. Add-on domain(s) included in the service are allowed to use for only hosting JumboFeed site's portal domain(s).
- b) BACKUP AND THE RECOVERY SERVICE: QualityEbiz shared hosting service offers 3 backup choices from the previous 3 days. Client may choose one backup choice. It means client may have to use not the latest backup if the latest backup does not have the quality to recover. QualityEbiz does not guarantee the quality of any backup. Therefore, QualityEbiz strongly suggest Users to create their own backups in addition.
- c) SUPPORT RESTRICTIONS: QualityEbiz will make every effort to support the configuring of the server for your site usage. However we can in no way specifically test every case of web sites that could conceivably be utilized with our systems, but only provide general system-related information. The offer of any particular service does not constitute an obligation on QualityEbiz's part to tutor the necessary skills to utilize that service, but only to provide system-specific information.
- d) BILLING, CANCELLATION AND REFUND: QualityEbiz will debit the amount of upcoming month service fee from User's account. If Users sign up and receive the service today, we will bill today for the next 30 (or 28/31) days for service. Cancellation request with full refund is acceptable within 7 days of the initial order placement. The cancellation request must be submitted via the QualityEbiz Online Support Center.
- e) SUSPENSION AND TERMINATION: If debit for service fee fails because there is not sufficient balance in your account or we are unable to proceed the debit over 72 hours, we will suspend services without further notice. And if we are still unable to collect payment 7 days past payment due date we reserve the right to terminate the account and all files and data on our servers without recourse.
- f) UPGRADE AND DOWNGRADE: To request upgrade/downgrade of hosting service package, you must submit a support ticket from QualityEbiz Online Support Center in the member area. The difference of service fee will be calculated on a daily basis and QualityEbiz may credit/debit the corresponding amount. Applicable credit may be posted into your account within thirty (30) days of the upgrade/downgrade.
- g) QUERY SIZE: If the search query size exceeds more than the number included in the package during the service month, you must upgrade the package as soon as it is requested by QualityEbiz.
- h) CANCELLATION: Cancellation requests must be submitted via QualityEbiz Online Support Center fifteen (15) days in advance of desired discontinuation of service. All outstanding debts (if applicable) must be paid at the time of termination of hosting

services. If not, any future monthly payment subscriptions that may have been setup and paid by you will be applied towards any unpaid balances.

- i) **ILLEGAL ACTIVITIES:** QualityEbiz web hosting services may not be used for illegal purposes, or in support of illegal activities. QualityEbiz reserves the right to cooperate with legal authorities and/or third parties in the investigation of any suspected crime or civil wrongdoing.
Any content that is considered hateful or offensive, racial, ethnic, has sexual content; or is defamatory, libelous, or invades another person's privacy or proprietary right will not be tolerated and will be grounds for immediate termination of your hosting account. (This includes posting defamatory/erroneous information regarding QualityEbiz in public forums and/or on any websites hosted with us).
- j) **HARM OR ENDANGERMENT TO OTHER PEOPLE:** You may not use QualityEbiz service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography, or use QualityEbiz service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- k) **FORGERY OR IMPERSONATION:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- l) **UNSOLICITED E-MAIL, NEWS BOMBING (SPAM):** Use of the QualityEbiz service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate suspension of the offended QualityEbiz account. Spam complaints will be sent to the e-mail address on file. Failure to respond to complaints within a 24 hour time frame will result in the QualityEbiz staff suspending the offended account by whatever means necessary. Should the account become reactivated without the express written consent of QualityEbiz, the offended account will be immediately terminated, and may result in suspension / termination of the server itself. Anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove any and all traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been completely removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation will be immediately and permanently removed from our network without notice. Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending QualityEbiz account.
- m) **COPYRIGHT OR TRADEMARK INFRINGEMENT:** Use of the QualityEbiz service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes on any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyright software is illegal. Use of the QualityEbiz service to collect, or attempt to collect, personal

information about third parties without their knowledge or consent, distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

- n) **NETWORK DISRUPTION:** Use of the QualityEbiz service for any activity which affects the ability of other people or systems to use QualityEbiz Services or the Internet is prohibited. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. QualityEbiz will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data. QualityEbiz does not allow the hosting of IRC, IRC Bots, or eggdrops or Unauthorized SHELL programs on our network. Accounts found hosting this material will be subject to immediate cancellation without refund. Use of the QualityEbiz service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of QualityEbiz or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending QualityEbiz account is subject to immediate termination.
- o) **SECURITY:** You are responsible for any misuse of your web hosting control panel, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.
- p) **NETWORK SECURITY:** QualityEbiz accounts operate on shared network resources. Excessive use or abuse of these resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.
- q) **REPORTING VIOLATIONS OF QUALITYEBIZ AGREEMENT:** QualityEbiz requests that anyone who believes that there is a violation of this Agreement directs the information to the Abuse Department at sales@QualityEbiz.com if possible, please provide the IP address used to commit the violation, date and time of the violation, and evidence of the violation.
QualityEbiz will charge two hundred (200) US dollars fee per site cleanup fee for any abuse of the terms listed above PLUS, ALL TIME AND RESOURCES TO TRACK AND TRACE ABUSE WILL BE BILLED AT QUALITYEBIZ AT EIGHTY (80) US DOLLARS PER HOUR.

IV. Domain parking Service:

- a) **DESCRIPTION OF SERVICE:** Domain Parking is an optional service for Users to "park" their undeveloped domain names in order to generate advertising listings. To use Domain Parking, the User must forward his/her Domain to a URL or a Nameserver specified by QualityEbiz and enter the Domain in their QualityEbiz account. QualityEbiz will then automatically generate a customized page with banner and/or text ads. The complete Domain Parking Specifications and Guidelines define the technical specifications and guidelines for using the Domain

Parking Service and are hereby incorporated by reference. No advance notice is required for any prospectively effective change to the Domain Parking Specifications and Guidelines. Domains that are not added to a QualityEbiz User account do not accumulate a Click Balance. The registered owner of such domain is solely responsible for any content displayed by directing the domain to QualityEbiz's Services.

- b) COSTS: QualityEbiz's Domain Parking Service is free of charge for Users. Users who choose to park their Domains with URL forwarding may incur costs from third-party domain hosting providers, and Users are responsible for any and all fees associated with using URL forwarding to park domains with QualityEbiz.com.
- c) USER OBLIGATIONS: Users who utilize the Domain Parking Service are obligated to follow and abide by the Domain Parking Specifications and Guidelines as described above. Furthermore, Users who utilize the Domain Parking service are obligated and solely responsible for verifying that their use of the Domain Parking Service with his/her Domain(s) does not and will not violate the rights of any third parties, including, but not limited to, trademark rights, naming rights, and rights protected by unfair competition laws. In addition, should Users receive notice from a third party regarding their use of QualityEbiz's Domain Parking Service, the User is obligated to immediately cease their use of the Domain Parking Service for the respective Domain and contact QualityEbiz and provide any relevant information related to such notice. USERS HEREBY INDEMNIFY QUALITYEBIZ IN FULL SCOPE FROM ANY AND ALL POSSIBLE CLAIMS AGAINST QUALITYEBIZ IN RELATION TO USER'S VIOLATION OF THESE OBLIGATIONS.
- d) NOTICE OF POTENTIAL VIOLATION OF THIRD PARTY RIGHTS: In the event that QualityEbiz has been notified by a third party that a User's use of the Domain Parking Service may infringe the rights of a third party, QualityEbiz reserves the right to immediately suspend the Domain Parking service without prior notice and to prohibit the User from using the affected domain(s) with the Domain Parking Service.
- e) ADVERTISING KEYWORDS: Users agree that QualityEbiz has the full control of choosing and generating keywords suitable to the Domain name, which are related to the subject matter of the Domain and which control what advertisements appear for the respective Domain. Users may request to add more keywords by his/her own selection by submitting Support tickets from the QualityEbiz Online support center. All keyword selections must comply with Keyword Selection Policy, which is hereby incorporated by reference and subject to revision from time to time. User agrees not to select advertising keywords likely to cause the display of content infringing the rights of any third party. QualityEbiz reserves the right to examine, change and/or disable advertising keywords at any time, without notice, and at its sole discretion to ensure relevancy in relation to the respective Domain(s), non-infringement of any third-party right, or violation of QualityEbiz's Offensive Domain Policy.
- f) GENERATION OF CLICK BALANCE AND PAYMENT: If an Internet user clicks on an advertising link which has been displayed on the webpage of User's Domain(s) which he/she has listed with the QualityEbiz's Domain Parking Service, then a click balance shall be credited to the User's account in an amount determined at QualityEbiz's sole discretion ("Click Balance").
 - o The total Click Balance generated shall be paid out to the User, as long as there are no indications of "fake" or manipulated traffic, as defined below,

or active legal disputes in relation to User's use of the Domain Parking Services, at an interval and in the manner as described in the Domain Parking Specifications and Guidelines. If a Click Balance is not redeemed by the User within twelve (12) months after being generated, then the Click Balance shall expire and is no longer credited to the User Account.

- QualityEbiz will pay your commissions within 30 days of your request. Minimum account balance, Five (5) U.S. dollars, is required to submit a payment request. Users have the option of choosing to receive payments by check or PayPal.com. Users may receive a payment via wire transfer, which requires two-hundred-fifty (250) U.S. dollars of account balance in requesting payment and Fifty (50) U.S. dollars of processing fee. QualityEbiz requires each Users to submit an applicable W9 or a W8 tax form before payments can be made to Users. Inability to provide an appropriate tax form or accurate information will prevent QualityEbiz from paying out payments due to Users and may result in cancellation of outstanding payments to Users.
 - User Click Balances resulting from use of the Domain Parking Service are subject to revision for reasons including, but not limited to, accounting corrections from QualityEbiz's advertising providers or revisions to rates per click. QualityEbiz will only pay Click Balances that correlate to the actual share of revenue that we actually receive from our advertising provider.
 - In the event that QualityEbiz discovers a mistake in a month's Click Balance already paid to User, the User agrees to cooperate with QualityEbiz to correct the accounting discrepancies, including returning any unearned Click Balance mistakenly paid, so long as QualityEbiz attempts to contact the User within 30 days of discovering the mistake.
- g) SUSPICION OF "FAKE TRAFFIC" AND CONSEQUENCES: "Fake" or otherwise manipulated traffic is hereby defined as statistically measured visits to a Domain utilizing the Domain Parking Service and/or clicks on an advertising link being displayed on the page associated with said Domain, which have been produced by anyone other than a living individual with good-faith intent to inquire about the subject matter being displayed on said Domain.
Upon reasonable suspicion that a User's Click Balance is the result of Fake Traffic, QualityEbiz reserves the right, without prior notice and at QualityEbiz's sole discretion, to delete any or all of the accumulated Click Balance for a User Account, to deny any or all of the User's Domain(s) from utilizing the Domain Parking Service, and/or suspend or delete the User's account.
- h) RIGHT TO TERMINATE SERVICE: QualityEbiz and Users reserve the right to terminate provisions of the Domain Parking Service at any time, without notice or reason.
- i) PROMOTION AND SPAM: You may not promote your domain parked with QualityEbiz Domain parking service through unsolicited emailing (i.e. SPAMMING), or any other method of mass communication. Failure to comply will result in immediate termination of your account with QualityEbiz and may result in legal prosecution. Any member caught Spamming will not only have their account terminated immediately and lose any past, present and future earnings, but shall also be held liable for Spamming as we shall cooperate with any authorities and

investigations that may arise from the Spamming incident. QualityEbiz may charge up to five (5) US dollars per spam e-mail sent.

- j) LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER: QualityEbiz does not guarantee the success of the search for the advertising links associated with the advertising keyword specified by the Users. Furthermore, QualityEbiz does not guarantee specific click rates or click prices which Users hereby recognizes fluctuate dependent upon market forces.

QUALITYEBIZ IS NOT RESPONSIBLE FOR ANY CONTENT PROVIDED BY THIRD PARTIES (INCLUDING ADVERTISERS) THROUGH THE DOMAIN PARKING SERVICE. USER IS SOLELY RESPONSIBLE FOR THE CONTENT DISPLAYED ON USER'S DOMAINS. QUALITYEBIZ AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. DOMAIN PARKING STATISTICS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. QUALITYEBIZ MAKES NO GUARANTEE AS TO THE ACCURACY OF ANY STATISTICAL INFORMATION PROVIDED.

- k) INTELLECTUAL PROPERTY: QualityEbiz and its advertising providers maintain all right, title and interest, including without limitation all intellectual property rights relating to the Domain Parking Service. Any rights not expressly granted herein are reserved. User shall not, and shall not allow any third party to: (a) modify, adapt, translate, prepare derivative works from, decompile (except to the extent allowed by law), reverse engineer, disassemble, or otherwise attempt to derive source code from the Domain Parking Service, the advertising links, or any other technology or documentation obtained from the Domain Parking Service; (b) crawl, index or in any non-transitory manner store or cache information obtained from the Domain Parking Service; or (c) engage in any action or practice that reflects poorly on QualityEbiz or its advertising partner.
- Users should be aware that QualityEbiz is not the editor of the parking pages it provides to its users. However, QualityEbiz maintains all associated intellectual property rights, including, but not limited to, copyright rights in the design elements in such pages as they are published.
 - In the unlikely event that QualityEbiz allows the Users to customize the design the webpage delivered for the User's Domain(s), the User shall be obliged to ensure and guarantee that any and all contents used or provided by the User may be used for such purpose. User represents and warrants that all required licenses have been acquired and no rights of third parties, including, but not limited to, trademarks, copyrights, proprietary rights, or other applicable laws are violated.
 - THE USERS HEREBY INDEMNIFIES QUALITYEBIZ IN FULL SCOPE FROM ANY AND ALL POSSIBLE CLAIMS AGAINST QUALITYEBIZ IN RELATION TO USER'S VIOLATION OF THESE OBLIGATIONS.

V. Technical Service:

- a) DESCRIPTION OF SERVICE: QualityEbiz provides technical service for those who purchased QualityEbiz software and service. Technical service is divided in "Free"

technical service and "Paid" technical service. QualityEbiz has the right to determine if the service is "Free" or "Paid" Service in our sole discretion.

- b) FREE SUPPORT: QualityEbiz provides Free technical service for those who purchased our service and/or software, when the technical issues are, script's system bugs and required software upgrades due to major change of industry's needs. Script upgrade is included at no cost under normal circumstances. To receive free script support, the site must have the latest version QualityEbiz publically issued.
- c) PAID TECHNICAL SERVICE: The Following are the list of examples of Paid technical service, including, but not limited to, inclusion of a) When the issue occurred by user's modification on software files, database tables, server configuration and template files. 2) Database management, 3) Server configuration except for the initial configuration service along with software installation. 4) Future server changes or site moves, 5) Installation of PHP, MySQL, phpMyAdmin or any other server modules or software other than the ones included in the software, 6) Custom changes in the functionality or design of the software, 7) Fixing or reinstalling the software because of a change that your host had made, 8) Fixing or reinstalling the software because of a server crash, 9) Fixing or reinstalling the software because of a change that you have made to the source code.
Troubleshooting of a server or installation problem can be very time consuming and may not even be possible without the correct access to the site or server.
Therefore we require seeing the site at the time when help will be provided and that any type of server/hosting access requested will be provided. Otherwise, we have the right to deny support until these qualifications are met.
- d) PAID TECHNICAL SERVICE FEE: Paid technical service fee must be paid by Point(s) of QualityEbiz system. QualityEbiz has the right to refuse to provide a Paid technical service if User's account does not have enough point(s) in the account or if User does not agree to pay service fee prior to receiving service. Paid technical service is provided at a rate of 1 hour = 1 point, and charged hourly.
- e) OTHER SERVICES: QualityEbiz may provide services for only QualityEbiz software site and related cases only. Such services are charged hourly. Payment is due upon request unless the pre-payment is required by QualityEbiz. Payment is accepted via PayPal.com, by Credit Card, wire transfer and US bank cashers check.
- f) USERS RESPONSIBILITIES: You are fully responsible to take necessary backup of files and database of the site and servers. QualityEbiz is not responsible for any loses in case of web server crash and similar result during the technical service operation.

G. Confidentiality:

During the term of this Agreement, Users may have access to certain non-public information of QualityEbiz. During the term of this Agreement and for three (3) years after termination of this Agreement, Users agrees to safeguard and not disclose to anyone outside the Program any proprietary or confidential information acquired during this Agreement that is not readily accessible to persons outside the Program. Such information includes, without limitation, business plans, customer lists, operation procedures, trade secrets,

design formulas and programming code, know-how and processes, computer programs and inventions, discoveries, and improvements of any kinds.

H. Non-Exclusive:

This is a non-exclusive agreement as to QualityEbiz and Users. Both parties may enter into similar agreements with other parties.

I. Applicable Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California of the United States of America, without regard to the application of conflict of law principles. Users hereby irrevocably and unconditionally submits for himself/herself to the nonexclusive jurisdiction of any California State court sitting in the City and County of San Francisco, and any appellate court from any such court, in any suit, action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and Consultant hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such California State court or, to the extent permitted by law, in such Federal court. User hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in California State court or Federal court sitting in the City and County of San Francisco. User hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court and further waives the right to object, with respect to such suit, action or proceeding, that such court does not have jurisdiction over User.

J. Validity:

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Agreement.

K. Interruption of Service:

Although QualityEbiz will try to keep the service operational at all times, a certain amount of downtime and interruption of service is always possible and inevitable. QualityEbiz is not responsible for any interruption of the service and Users agrees not to hold QualityEbiz liable for any consequences of interruption of any service.

L. Entire Agreement:

This Agreement contains the entire agreement of the parties and no oral statements or prior agreements shall have any force and effect. QualityEbiz may modify the terms of this agreement from time to time, and it is User's responsibility to check for any changes.

M. Disclaimers:

QUALITYEBIZ DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REVENUPILOT MAKES NO WARRANTIES WITH RESPECT TO ITS SERVICES.

N. Terms and Termination:

The term of this Agreement will commence on the date QualityEbiz accepts and approves Users' completed application and will remain in full force and effect until terminated pursuant to this paragraph. All of the following terms and conditions must be adhered to and are legally binding immediately upon agreement. Both parties reserve the right to terminate this agreement at their discretion for any reason whatsoever. Users must notify QualityEbiz seven (7) days in advance, from the Online Support Center ticket system in the QualityEbiz member area, of its intentions to terminate the Agreement. The agreement may be terminated sooner by QualityEbiz in the event of any breach by Users. Inability to comply with any of said terms of agreement will forfeit any unpaid earnings and result in immediate termination of Users' account. Further legal course of action may be considered to prosecute violating Users.

O. Refusal of Service:

We reserve the right to refuse, cancel, or suspend service at our sole discretion.

P. Limitation of Liability:

QualityEbiz will not be liable for lost profits, lost business opportunities, or any other indirect, special, punitive, incidental or consequential damages arising out of or related to this Agreement or QualityEbiz program, even if QualityEbiz has been advised of the possibility of such damages. Furthermore, QualityEbiz aggregate liability arising under this Agreement will not exceed the amount of the total fees paid or payable to you under this Agreement. The provisions of this Section survive termination or expiration of the Agreement.