

TERMS OF SERVICE

This Terms of Service Agreement ("Agreement") is entered into as of the date on which the Customer first applies for and/or uses the CrystalCommerce Services (as defined below) ("Effective Date") by and between CrystalCommerce, LLC and its affiliates ("CrystalCommerce," "we," "us," and "our") and Customer ("Customer," "you," and "your") individually, a "Party" and collectively the "Parties"). These Terms of Service may change without notice. The most current version of the Terms of Service shall always be available via the CrystalCommerce website. Please review these terms of service periodically.

RECITALS

WHEREAS, CrystalCommerce is a service provider that offers access to, and use of, certain applications and design services; including a fully-integrated set of web-based modules and e-commerce storefront templates, design, software and shopping cart functionality ("CrystalCommerce Services"); and implementation support to initiate such access and use. WHEREAS, Customer wants to access and use the CrystalCommerce Services under the terms and conditions set forth in this Agreement. NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, Customer and CrystalCommerce agree to the foregoing and as follows:

ARTICLE 1—GENERAL

1.1 Overview of Agreement. This Agreement represents the terms and conditions under which CrystalCommerce shall provide Customer access to and use of the CrystalCommerce Services package or packages subscribed to ("CrystalCommerce Services Package"), which may be amended from time to time to reflect additional or amended CrystalCommerce Services ordered by Customer. Additional services and/or deliverables may be procured consistent with the terms of this Agreement. Any attempt by the Customer to alter or amend the terms and conditions contained in this Agreement through conflicting or inconsistent terms in any other document shall be void and of no force and effect.

ARTICLE 2—CRYSTALCOMMERCE SERVICES

2.1 Equipment. Customer will be responsible for procuring, at Customer's sole expense, all equipment or other software (including licenses necessary to use currently-supported versions thereof), if any, required to use CrystalCommerce Services. For such third-party hardware or software, Customer shall only receive the manufacturer's warranty, if any, and shall receive no warranties from third parties for any such third party hardware or software.

2.2 Access Rights. During the term of this Agreement, Customer will have a limited, revocable, non-transferable, and non-exclusive license for Customer's employees ("Authorized Users") to use the CrystalCommerce Services Package and related documentation solely for Customer's business purposes consistent with the terms and conditions of this Agreement. By purchasing or otherwise applying for CrystalCommerce service(s), you agree to establish an account with us for such services. CrystalCommerce will issue to one Authorized User ("CrystalCommerce Administrator") an individual login identifier and password ("Administrator's Login") for purposes of administering the CrystalCommerce Services Package. Customer acknowledges and agrees that its CrystalCommerce Administrator shall be your agent with the full authority to act on Customer's behalf; and that its CrystalCommerce Administrator is authorized to bind Customer in connection with any service provided to Customer under this Agreement. Using

Administrator's Login, the CrystalCommerce Administrator shall assign each remaining Authorized User a unique Login identifier and password and assign and manage the business rules that control each such Authorized User's access to the CrystalCommerce Services Package. Customer shall ensure that each Authorized User will: (a) be responsible for the security and/or use of his or her Login identifier; (b) not disclose such Login identifier to any person or entity; (c) not permit any other person or entity to use his or her Login identifier; (d) use the CrystalCommerce Services Package consistent with the assigned business rules; and (e) use the CrystalCommerce Services Package in accordance with the terms and conditions of this Agreement. Customer will be responsible for: (f) advising each Authorized User of his or her obligations under this Agreement and of the license restrictions set forth in this Agreement; and (g) any and all costs and expenses incurred through the use of Customer's Login. When the Customer or CrystalCommerce Administrator uses the account or permits someone besides the Customer or the CrystalCommerce Administrator to use Customer's account to purchase or otherwise acquire access to additional CrystalCommerce service(s), or to modify or cancel your CrystalCommerce service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. CrystalCommerce reserves the right to deny, suspend, terminate, or revoke access to the CrystalCommerce Services, in whole or in part, if CrystalCommerce believes Customer and/or its Authorized Users are in breach of this Agreement or are otherwise using or accessing the CrystalCommerce Services inconsistent with the terms and conditions of this Agreement. Any acceptance of your application(s) or requests for CrystalCommerce Services and the performance of such services will occur at CrystalCommerce's offices in Seattle, Washington, the location of CrystalCommerce's principal places of business.

2.3 Restrictions. The customer is expected to be familiar with, and to practice, good Internet etiquette ("Netiquette"). The customer will comply with the rules appropriate to any network to which CrystalCommerce may provide access. The Customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The Customer is not permitted to post any material that is illegal, in violation of any law, libelous, defamatory, tortious, indecently depicts children, violates any third party's right (including but not limited to intellectual property rights), or is likely to result in retaliation against CrystalCommerce by offended users. CrystalCommerce reserves the right to refuse, suspend, revoke, or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group. In the event that CrystalCommerce exercises its right to revoke, suspend, or terminate your CrystalCommerce Services, Customer will not receive a refund of any monies paid to CrystalCommerce.

Customer agrees that Customer, its CrystalCommerce Administrator, and its Authorized Users will not: (a) sell, lease, transfer, license or sublicense the CrystalCommerce Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the CrystalCommerce Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the CrystalCommerce Services by any third party; (d) copy or reproduce all or any part of the CrystalCommerce Services (except as expressly provided for herein); (e) interfere, or attempt to interfere with the CrystalCommerce Services in any way; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the CrystalCommerce Services; (g) knowingly introduce into, or transmit through, the CrystalCommerce Services or any other services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the CrystalCommerce Services; or (i) engage in, or allow, any action involving the CrystalCommerce Services that is inconsistent with the terms and conditions of this Agreement.

2.4 Audit Rights. If a customer has purchased the CrystalCommerce software, or has obtained FTP access to the CrystalCommerce software, CrystalCommerce shall have the right, during the term of this Agreement and for a period of six (6) months thereafter, upon reasonable notice and at reasonable times, to access Customer's location and files to inspect Customer's or your agent's use of the CrystalCommerce Services Package, as well as computers and equipment used in connection therewith. Customer shall cooperate fully with any such audit or inspection. In the event that any audit shows any misuse, violation, or breach of the CrystalCommerce Services or this Agreement, CrystalCommerce shall be entitled to pursue any remedies available to it under this Agreement or otherwise at law or in equity, and to or suspend, revoke, or terminate CrystalCommerce Services if you are still a CrystalCommerce customer.

2.5 Non-Exclusivity. The parties acknowledge and agree that CrystalCommerce is providing access to and use of the CrystalCommerce Services to multiple customers and that such services provided are non-exclusive.

2.6 Availability and Software Use. CrystalCommerce shall use commercially reasonable efforts to keep the CrystalCommerce Services Package available on a 24 hour a day, 7 days a week basis, subject to scheduled downtime for maintenance purposes, unscheduled maintenance, and systems outages. The Parties acknowledge that since the Internet is neither owned nor controlled by any one entity, CrystalCommerce makes no guarantees that any given user will be able to access the CrystalCommerce Services Package at any given time, and CrystalCommerce shall not be liable to Customer for failure of accessibility to the CrystalCommerce Services Package or any potential or actual losses that Customer may suffer from Customer's inability to access or use CrystalCommerce Services or your customer's inability to access any websites that may be supported by CrystalCommerce Services.

Customer agrees and acknowledges that any software or applications that are provided as a part of the CrystalCommerce Services may include errors or bugs that may result in erroneous information, including but not limited to computations and calculations, for the Customer. Customer agrees that CrystalCommerce is not responsible or liable for any errors, bugs, malfunctions, or incomplete or erroneous information that may result from Customer's use of CrystalCommerce Services, or from any related software or applications that are provided by CrystalCommerce or a third party. Customer agrees and acknowledges that any tax computation(s) that Customer generates or requests from CrystalCommerce Services may not be reliable, and that Customer should, therefore, always use a third party professional to calculate any and all taxes. Customers expressly agrees that CrystalCommerce is not responsible or liable in any way to the Customer for the accuracy of any tax computation or calculation of any kind that the Customer performs using CrystalCommerce Services, any related software, or any related applications.

2.7 CrystalCommerce's Licensors. Terms and Conditions of services provided by CrystalCommerce's Licensors.

2.7.1 Licensors' Terms and Conditions. Customer acknowledges and agrees that CrystalCommerce Services are provided, in some cases, by third party Licensors to CrystalCommerce (hereinafter "Third Party Licensors"). For all CrystalCommerce Services contained in the CrystalCommerce Service Package that are provided by Third Party Licensors to CrystalCommerce, Customer agrees with and shall abide by all Third Party Licensor terms and conditions, if any. Such Third Party Licensor terms and conditions are available upon request (the "Additional Terms and Conditions"). Any Additional Terms and Conditions are in addition to and supplement the terms and conditions provided in this Agreement. Customer acknowledges and agrees that it will be subject to all Additional Terms and Conditions and that all such Additional Terms and Conditions shall be incorporated into this Agreement, to the extent those Additional Terms and Conditions do not conflict with the terms and conditions of this Agreement, as if set forth fully herein. Customer further agrees that it will be subject to all Additional Terms and Conditions where

Customer elects to add services to its CrystalCommerce Services Package.

2.7.2 Changes to CrystalCommerce Licensors. Customer acknowledges that CrystalCommerce may, at its sole discretion, change any Third Party Licensors that provide services under this Agreement, or add or delete discrete services from the CrystalCommerce Services. CrystalCommerce agrees to use reasonable efforts to prevent any service interruptions associated with CrystalCommerce's decision, if any, to change Third Party Licensors. In the event that CrystalCommerce changes Third Party Licensors, CrystalCommerce may provide Customer with notification of changes in Third Party Licensors and refer Customer to information posted on CrystalCommerce's website relative to that change which shall become Additional Terms and Conditions for the purposes of this Agreement.

2.8 Accurate Account Information. You agree to: (1) provide certain true, current, complete, and accurate information as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete, and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that CrystalCommerce (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that CrystalCommerce may use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

ARTICLE 3—FEES; PAYMENT TERMS

3.1 Application and Use Fee. As consideration for the services you purchased from CrystalCommerce, Customer agrees to pay any setup fees, transaction fees, including but not limited to monthly hosting fees, and pay any taxes according to the CrystalCommerce's then-applicable fee schedule, which can be accessed at the following link <http://www.Crystalcommerce.com/pricing/> Fee amounts are subject to change at any time, at CrystalCommerce's sole discretion. Customer shall pay all amounts due under any invoice to CrystalCommerce within thirty (30) calendar days of due date. All payment of fees for CrystalCommerce Services shall be in U.S. dollars. You are solely responsible for the credit card information you provide to CrystalCommerce and must promptly inform CrystalCommerce of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring your CrystalCommerce Services are renewed.

3.2 Service Order Commitment. If Customer confirms a request for work from CrystalCommerce, whether graphic design, development, or otherwise, then Customer agrees to pay for said service.

3.3 Late Payments. If Customer fails to pay any fees by the applicable due date, CrystalCommerce will have the right to: (a) assess late charges in an amount equal to the greater of five percent (5%) per month or the maximum allowable under applicable law; and/or (b) suspend access to any or all of the CrystalCommerce Services and/or performance of the services provided by CrystalCommerce hereunder and/or terminate this Agreement. Any such suspension or termination will not relieve Customer from paying any outstanding fees plus interest and late charges. Customer will be responsible for any costs associated with collecting such fees including, without limitation, legal costs, attorneys' fees, court costs and collection agency fees.

3.4 Taxes. Customer will pay or reimburse CrystalCommerce for all sales, use, transfer,

privilege, excise and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the performance by CrystalCommerce under this Agreement, excluding, however, income taxes or gross receipts taxes which may be levied against CrystalCommerce. Such taxes may be reflected on Customer invoices.

ARTICLE 4—LIMITED WARRANTIES

4.1 Customer Warranty. Customer represents and warrants to CrystalCommerce that: (a) Customer has the authority to enter into this Agreement and perform its obligations under this Agreement; (b) Customer's application or actual use of any CrystalCommerce Services will not directly or indirectly violate the legal rights of any third party; (c) Customer and its Authorized Users will only use the CrystalCommerce Services for lawful purposes and will not violate any law of any country or the intellectual property rights of any third party; (d) Customer will use all necessary security options with any equipment or software that Customer uses in conjunction with CrystalCommerce Services; (e) you are of legal age (at least 18 years of age) to enter into this Agreement (or are at least 13 years of age and have submitted, with confirmation of receipt from CrystalCommerce, written permission from your parents to apply for CrystalCommerce Services); (f) Customer agrees to abide by all applicable laws and regulations and (g) Customer warrants that it is not located in a country where export or re-export of the contents of information received via the Internet is prohibited. Should Customer receive notice of any claim regarding the CrystalCommerce Services, Customer shall promptly provide CrystalCommerce with a written notice of such claim, and Customer shall further confirm receipt of said notice by CrystalCommerce.

4.2 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CRYSTALCOMMERCE MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO ANY OF THE SERVICES AND/OR ACCESS TO, OR USE OF, THE CRYSTALCOMMERCE SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. YOU AGREE THAT YOUR USE OF CRYSTALCOMMERCE SERVICE(S), OR ANY OF OUR LICENSORS' SERVICES, IS SOLELY AT CUSTOMER'S OWN RISK. CUSTOMER AGREES THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER CRYSTALCOMMERCE NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S), OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK, AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES, OR REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS

AND/OR SERVICES PURCHASED BY CUSTOMER FROM A THIRD PARTY.

ARTICLE 5—LIMITATION OF LIABILITY

YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY CRYSTALCOMMERCE SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT, IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL CRYSTALCOMMERCE, OR ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM CRYSTALCOMMERCE), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES -- EVEN IF CRYSTALCOMMERCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, CRYSTALCOMMERCE'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. CrystalCommerce and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from erroneous computations, data non-delivery, or mistaken delivery of the data; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password, or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your web site or your CrystalCommerce web site; (8) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your account or your agent's failure to pay any fees, including the initial fee or renewal fee; (9) loss or liability as a result of the application of our dispute policy; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard, software, or application not under CrystalCommerce sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

ARTICLE 6—INDEMNIFICATION

You agree to release, indemnify, defend, and hold harmless CrystalCommerce and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns from all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees and expenses) relating to or arising out of (a) this Agreement or the breach of your warranties, representations, and obligations under this Agreement; (b) the CrystalCommerce services, or your use of such services; including without limitation infringement or dilution by you, or someone else using our service(s), from your computer; (c) any intellectual property, or other proprietary right, of any person or entity; (d) a violation of any of our operating rules or policies relating to the service(s) provided; (e) any information or data you supplied to CrystalCommerce, including, without limitation, any misrepresentation in your application (if applicable); (f) the inclusion of meta-tags or other elements in any website created for you or by you via the CrystalCommerce services; or (g) any information, material, or services available on your web site. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us. Your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of

the CrystalCommerce services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

ARTICLE 7—CONFIDENTIAL INFORMATION

"Confidential Information" includes the terms of this Agreement, any software provided by CrystalCommerce under this Agreement, the Login identifiers and/or passwords provided to Customer and each Authorized User, the prices and fees charged under this Agreement, any other materials marked confidential, and any other information conveyed under this Agreement that is identified in writing as confidential or that the Customer should reasonably believe to be confidential at the time of its conveyance. Customer acknowledges and agrees that: (a) the Confidential Information constitutes valuable trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of CrystalCommerce to any third party without CrystalCommerce's prior, written consent. Customer will take all reasonable precautions necessary to safeguard the confidentiality of CrystalCommerce's Confidential Information including, at a minimum, those precautions taken by Customer to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (d) publicly available; (e) already in the other party's possession and not subject to a confidentiality obligation; (f) obtained by the other party from any source without any obligation of confidentiality; (g) independently developed by the Customer without reference to the disclosing party's Confidential Information; or (h) required to be disclosed by order of a court or other governmental entity [provided no less than ten (10) days written notice is given to CrystalCommerce so that CrystalCommerce may obtain a protective order or other equitable relief].

ARTICLE 8—PROPRIETARY RIGHTS

No right (except for the license granted in Section 2.2), title or interest of intellectual property, or other proprietary rights in and to the CrystalCommerce Services and/or other products or services made available under this Agreement is transferred to Customer hereunder. CrystalCommerce, its affiliates, and its Third Party Licensors retain all right, title, and interests; including, without limitation, all copyright, trade secret, intellectual property, and other proprietary rights in and to the CrystalCommerce Services and/or other products or services provided under this Agreement. Except as otherwise set forth herein, all right, title, and interest in and to all: (i) registered and unregistered trademarks, service marks, and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (vi) all other intellectual property, proprietary rights, or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the CrystalCommerce Services identified herein ("CrystalCommerce Intellectual Property Rights") are owned by CrystalCommerce, its affiliates, or its licensors; and you agree to make no claim of interest in, or ownership of, any such CrystalCommerce Intellectual Property Rights. You acknowledge that no title to the CrystalCommerce Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in CrystalCommerce's, its affiliates', or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work

that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such preexisting works may be recast, transformed, or adapted), such Derivative Work shall be owned by CrystalCommerce and its affiliates; and all right, title, and interest in and to each such Derivative Work shall automatically vest in CrystalCommerce and its affiliates. CrystalCommerce and its affiliates shall have no obligation to grant you any right in any such Derivative Work. Customer will retain all right, title, and interest to the documents created by Customer using the CrystalCommerce Services, subject to any rights of CrystalCommerce and its affiliates to any Derivative Work or underlying documents, graphics, images, data, or information.

ARTICLE 9—TERM AND TERMINATION

9.1 Cancellation Procedure. Customer is responsible for all CrystalCommerce Service charges up to and including the day client cancels CrystalCommerce Services. Said charges include any charges for graphic design, or development, that Customer agreed to prior to the cancellation. To cancel CrystalCommerce Service the customer must call our toll free number (listed on website) and ask for the cancellation department. A cancellation representative will verify that the person calling is the owner of the site and will issue a cancellation number to the customer. The cancellation number will serve as proof that the site and service has been cancelled. The customer is responsible for all outstanding charges up to the time the cancellation number is issued, including any charges for graphic design, or development, that Customer agreed to prior to the cancellation. For security purposes, e-mail notice will be disregarded.

Cancellation of store front software does not release client from any long-term contracts that client might have signed with CrystalCommerce. If client has pre-paid for service, cancellation does not result in a refund.

9.2 Term. This Agreement will commence as of the Effective Date and shall continue thereafter on a month to month basis unless terminated pursuant to Section 2.7.2, 9.2, or 9.3, OR UPON TELEPHONE NOTICE TO THE CRYSTALCOMMERCE BILLING DEPARTMENT. ANY EMAIL NOTICE WILL BE DISREGARDED. WRITTEN NOTICE MAY BE MAILED DIRECTLY TO

CRYSTALCOMMERCE LLC AT:
3400 NE 110th ST #B-2
Seattle, WA 98125

Copy to: Murakoshi Law, PLLC
Suite 400
800 Bellevue Way NE
Bellevue, WA 98004

9.3 Termination by CrystalCommerce. You agree CrystalCommerce, in its sole discretion, may terminate this agreement and your Service with CrystalCommerce, your password, and/or your account, and remove any Content within the Service for any reason, including and without limitation to the lack of use, or if CrystalCommerce believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Any contracts, verbal, written, or assumed, in conjunction with your deleted Web Store and all its parts, at CrystalCommerce's sole discretion, will be terminated as well. CrystalCommerce may also, in its sole discretion, and at any time, discontinue providing the CrystalCommerce Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that CrystalCommerce may immediately deactivate or delete your eCommerce Store, as applicable, and all related information and files. CrystalCommerce

reserves the right to bar any further access to such files or the CrystalCommerce Service. You agree that CrystalCommerce shall not be liable to you or any third-party for any termination of your access to the CrystalCommerce Service.

9.4 Termination by Customer. Customer will have the right, upon written notice to CrystalCommerce, to terminate this Agreement if CrystalCommerce is in material breach of this Agreement and CrystalCommerce fails to remedy such material breach within thirty (30) calendar days of its receipt of such written notice.

9.5 Obligations upon Termination or Expiration and Non-Renewal. Upon the expiration and non-renewal or termination of this Agreement for any reason: (a) Customer's access to, and use of, the CrystalCommerce Services will terminate; (b) Customer will return to CrystalCommerce any and all CrystalCommerce Services, equipment, software, documentation, or other deliverables provided to Customer by CrystalCommerce including any copies thereof held by Customer; (c) CrystalCommerce will deliver to Customer all Customer documents and other materials (which may be obtained using CrystalCommerce's create export file function) stored by Customer on the CrystalCommerce Network; and (d) each party shall return any and all Confidential Information in its possession to the party that disclosed such Confidential Information and provide written verification of same.

9.6 Survival. Any provisions of this Agreement that by their nature should survive termination of this Agreement will survive termination of this Agreement, including but not limited to Section 2.4, and Articles 6, 7, and 8.

ARTICLE 10—MISCELLANEOUS

10.1 Notices and Announcements. Unless otherwise noted in this document, any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States registered or certified, postage prepaid, with return receipt requested, mail; (c) if to Customer, upon transmission if sent via fax, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier, in each case addressed; in the case of Customer, the address listed in CrystalCommerce's records; or in the case of CrystalCommerce, to 3400 NE 110th St #B-2, Seattle, Washington 98125 (or to such other address as may be specified upon notice) and with a copy to CrystalCommerce's General Counsel's Address. You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, by e-mail, or by postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations, and other notices describing changes, upgrades, new products and services, or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

10.2 Assignment and Resale. Customer will not assign or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without CrystalCommerce's prior written consent. Consent may be withheld, delayed, or conditioned in CrystalCommerce's discretion. CrystalCommerce will have the right to assign this Agreement, in whole or in part, to a third party at any time. Customer agrees not to reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes any of the Services (or portion thereof) without CrystalCommerce's prior express written consent.

10.3 Force Majeure. Neither party shall be deemed in default to the other or to third parties for any cessation, interruption, or delay in the performance of its obligations hereunder due to earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; or power, communications, satellite, or network failures provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five

(5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based. In the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, CrystalCommerce may immediately terminate this Agreement.

10.4 Waiver. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by an authorized representative of CrystalCommerce and Customer. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of CrystalCommerce and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments that are based on course of dealing, waiver, reliance, estoppel, or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section. The failure of CrystalCommerce to enforce, or the delay by CrystalCommerce in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by CrystalCommerce of any of its rights under this Agreement. The remedies of CrystalCommerce under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies.

10.5 Severability. You agree that the terms of this Agreement are severable. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless CrystalCommerce in good faith deems the unenforceable provision to be essential, in which case CrystalCommerce will have the right to terminate this Agreement.

10.6 Public Announcements. Customer grants CrystalCommerce the right to use Customer's name in press releases, product brochures, and financial reports indicating that Customer is a customer of CrystalCommerce.

10.7 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

10.8 Third Party Beneficiaries. Customer acknowledges that some CrystalCommerce Services may be provided by Third Party Licensors. Third Party Licensors are third party beneficiaries to this Agreement, and there are no other third party beneficiaries to this Agreement.

10.9 Governing Law; Jurisdiction; Dispute Resolution with Third Party Licensors.

The parties acknowledge and agree that Section 10.9 is a key and necessary provision of this Agreement and the CrystalCommerce Services would not be available at this price and under these terms unless this provision is a part of this Agreement. Further, You understand and accept that CrystalCommerce LLC is located in Seattle, Washington. Accordingly, You and CrystalCommerce agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of Washington State, United States of America, excluding its conflict of laws rules. You and CrystalCommerce each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the United States District Court for the city of Seattle, Washington for any disputes between you and CrystalCommerce under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and CrystalCommerce). If there is no jurisdiction in the United States District Court for the City of Seattle for any such disputes, you and CrystalCommerce agree that exclusive jurisdiction and venue shall be in the courts of King County, Seattle, Washington. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

10.10 Non-solicitation. Customer acknowledges and agrees that the employees and consultants of CrystalCommerce are a valuable asset to CrystalCommerce and difficult to

replace. Accordingly, Customer agrees that, during the term of this Agreement and for a period of twelve (12) months after the expiration and non-renewal or termination of this Agreement, Customer will not solicit or attempt to solicit any employee or consultant of CrystalCommerce.

10.12 System And Network Security. Violations of system or network security are prohibited, and may result in criminal and civil liability. CrystalCommerce may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

Violators of the policy are responsible, without limitations, for the cost of labor to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by CrystalCommerce. Such labor is categorized as emergency security breach recovery and is currently charged at \$250 USD per hour required. Enquiries regarding security matters may be directed to Head of Security at security@CrystalCommerce.com.

CrystalCommerce is concerned with the privacy of online communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service -- all of which can be intercepted and otherwise compromised. As a matter of prudence, however, CrystalCommerce urges its customers to assume that all of their online communications are unsecure. CrystalCommerce cannot take responsibility for the security of information transmitted over CrystalCommerce's facilities.

10.15 Copyright Infringement - Software Piracy Policy. The CrystalCommerce service may only be used for lawful purposes. Transmission, distribution, or storage of any information, data, or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute, or install the software in ways that the license does not allow, you are violating federal copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law, and you may be liable for up to \$150,000 per infringement.

In compliance with the Digital Millennium Copyright Act (the "DMCA"), please send DMCA notifications of claimed copyright infringements to: Legal Department, CrystalCommerce, LLC, 5903 186th PL SW F3, Lynnwood , Washington 98037.

CrystalCommerce will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

10.16 Network Responsibility. Customers have a responsibility to use the CrystalCommerce service responsibly. This includes respecting the other customers of CrystalCommerce. CrystalCommerce reserves the right to suspend and or cancel service, without refund, with any Customer who uses the CrystalCommerce service in such a way

that adversely affects other CrystalCommerce customers. This includes but is not limited to:

- Attacking or attempting to gain unauthorized access to servers and services that belong to CrystalCommerce or its customers (i.e. computer hacking), and/or
- Participating in behavior which results in reprisals that adversely affect the CrystalCommerce service or other customers' access to the CrystalCommerce service.

CrystalCommerce will react strongly to any use, or attempted use, of an Internet account or computer without the owner's authorization. Such attempts include, but are not limited to, "Internet Scanning" (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning. Any unauthorized use of accounts or computers by a CrystalCommerce customer, whether or not the attacked account or computer belongs to CrystalCommerce, will result in severe action taken against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine, or cause harm to, a server, or customer, of CrystalCommerce is strictly prohibited.

Violations of this policy may be reported directly to the FBI's Infrastructure Protection and Computer Intrusion Squad at <http://www.fbi.gov/hq.htm>. CrystalCommerce will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

10.17 Lawful Purpose. All services must be used for lawful purposes only. Transmission, storage, or presentation of any information, data, or material in violation of any applicable law, regulation, or any AUP is prohibited. This includes, but is not limited to: copyrighted material, or material protected by trade secret, and other statute or dissemination of harmful or fraudulent content.

Using any CrystalCommerce service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited. Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of federal export restriction in connection with use of CrystalCommerce services or products is prohibited. Using the CrystalCommerce network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

Servers hosted within CrystalCommerce network are open to the public. You are solely responsible for your usage of the CrystalCommerce network and servers and any statement you make on servers hosted within the CrystalCommerce network may be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libelous.

10.18 Child Pornography on the Internet. CrystalCommerce will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the CrystalCommerce network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video, or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years, or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT.

10.19 Unsolicited Commercial Email/Unsolicited Bulk Email (UCE/UBE). Unsolicited

commercial email (UCE) is defined by CrystalCommerce as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, etc.) sent for purposes of distributing commercial information of any kind, soliciting the purchase or sale of products or services, or soliciting any transfer of funds to a recipient who has not agreed to receive such communication.

Unsolicited bulk e-mail (UBE) is defined by CrystalCommerce as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, etc.) to multiple recipients who have not agreed to receive such communication.

Use of the CrystalCommerce network, servers, or services to transmit any unsolicited commercial or unsolicited bulk-e-mail is expressly prohibited, as is hosting web sites or services on a server which are advertised in any UCE/UBE. CrystalCommerce also prohibits the sending of any fraudulent, malicious, harassing, false, or misleading electronic communications, including, without limitation, chain letters, pyramid schemes, or e-mails with forged headers. Posting off-topic advertisements to Usenet discussion groups, ICQ, Instant Messenger, etc., is also expressly prohibited.

Additionally, CrystalCommerce customers are expressly prohibited from sending any UCE/UBE from our network or any e-mail from another network that in any way references a document, image, or web site that resides on the CrystalCommerce network or in one of our data centers. Violations of this type may result in the termination of the offending CrystalCommerce account without refund. Our customers are ultimately responsible for any violations of the CrystalCommerce Acceptable Use Policy ("AUP") by their clients, and any violation of the AUP by a client of a CrystalCommerce customer shall be deemed a violation of the AUP by such CrystalCommerce customer.

Customers whose actions directly or indirectly result in CrystalCommerce IP space being listed in any of the various abuse databases may be subject to having the offending domain(s), server(s), or user(s) immediately removed from our service. In addition, if CrystalCommerce in its sole discretion determines that a customer is in violation of our AUP, CrystalCommerce may, at its sole discretion, restrict, suspend or terminate a customer's account. CrystalCommerce will, in most cases, attempt to contact a customer prior to suspension or termination of a server(s), but can not guarantee prior notification.

Any server suspended or terminated for AUP violations will be reconnected only after the customer agrees to cease all activities that violate the CrystalCommerce AUP and pays all applicable reconnect fees and related charges. Any server suspended a second time for AUP violations WILL be immediately and permanently removed from our network.

Customers that CrystalCommerce determines in its sole discretion to be in violation of the CrystalCommerce AUP may be subject to additional fees or fines including, without limitation, any applicable reconnect fees.

Violation of CrystalCommerce's UCE/UBE policy may be reported to misuse@CrystalCommerce.com.

10.20 Guidelines for Permission-Based E-Mail. While CrystalCommerce prohibits the use of its systems or network to send unsolicited e-mail (UCE/UBE) as described above, customers may send permission-based e-mail marketing, subject to the guidelines provided herein and in accordance with all relevant state, federal, and international laws including CAN-SPAM. Permission-based marketing is defined as electronic marketing that an end user agrees to receive. This is often referred to as 'opt-in' electronic marketing. All recipient information for such marketing conducted by CrystalCommerce customers must be documented and cataloged by the customer. This information is to include date, time, originating IP, and the location from which the e-mail address or other recipient information was obtained. Additionally, a customer must, at a minimum, comply with the following guidelines, and any additional guidelines established by CrystalCommerce, from time to time, and in its sole discretion, to engage in permission-based email marketing without violating the AUP:

1. All commercial or bulk email originating from a CrystalCommerce customer on the CrystalCommerce network must have a working unsubscribe link. The customer must

honor all requests to unsubscribe within 72 hours. Additionally, there must be text in the e-mail stating that, while all requests to unsubscribe are honored, it may take up to 72 hours to process.

2. All commercial or bulk e-mail originating from a CrystalCommerce customer on the CrystalCommerce network must clearly list the e-mail address to which the e-mail was originally sent (the intended recipient's e-mail address) in the body of the message OR in the "TO:" line of the e-mail.
3. All CrystalCommerce customers sending commercial or bulk e-mail must have a working abuse@domain.com address from EVERY domain associated with the e-mail campaign. Additionally, the abuse@ address must be prominently posted on the front page of the associated web site. Customers must regularly answer any messages sent to the abuse@ address.
4. All CrystalCommerce customers sending commercial or bulk e-mail must register the abuse@ address for every domain associated with commercial e-mail they send at abuse.net.
5. All CrystalCommerce customers sending commercial or bulk e-mail must have a Privacy Policy/AUP posted for each domain associated with the e-mail campaign.
6. All commercial or bulk e-mail sent must include information about where the e-mail address was obtained in the body of the e-mail. For example:
 - o "You opted-in to receive this e-mail promotion from our web site or from one of our partner sites."
7. All CrystalCommerce customers sending commercial or bulk e-mail must answer all complainants' requests for details regarding where the complainant "opted-in" to receive electronic marketing within 72 hours. This information must include the date, time, originating IP, and the location from which the e-mail address or other recipient information was obtained. Instructions on how to get this information must be stated clearly in the body of the e-mail. For example, a statement similar to the following must be present in the body of the e-mail:
 - o "If you would like to learn more about how we received your e-mail address, please contact us at abuse@domain.com."
 - o Requests for "opt-in" information must be responded to within 72 hours.
8. All CrystalCommerce customers sending commercial or bulk e-mail must be able to track and identify anonymous complainants. There are several software packages (such as RoboMail) that can help accomplish this.
9. If a CrystalCommerce customer is using an affiliate program to send commercial or bulk e-mail through the CrystalCommerce network and the affiliate program becomes subject to repeated abuse by users, then the customer must discontinue use of the affiliate program or be subject to immediate suspension or cancellation.
10. All customers of CrystalCommerce are required to have up-to-date and valid contact information on file with their registrar for any domain hosted on the CrystalCommerce network.

Disclaimer

- CrystalCommerce reserves the right to test portions of any customer's e-mail list in response to complaints and request opt-in information from a random sample of that list at any time.
- CrystalCommerce reserves the right to determine in its sole discretion the validity of any customer's e-mail list. Any list CrystalCommerce determines in its sole discretion to be in violation of this AUP must be removed immediately or the customer will be subject to immediate suspension or termination. Repeated violations will result in permanent suspension.
- CrystalCommerce reserves the right to test and otherwise monitor customer's compliance with the above guidelines and requirements at any time during the customer's term of service at CrystalCommerce.
- If CrystalCommerce determines in its sole discretion that the customer is not in strict compliance with the guidelines for permission-based e-mail marketing, then

CrystalCommerce may immediately suspend or terminate the customer's service without refund.

10.21 IP Address Overlap. CrystalCommerce administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by CrystalCommerce staff. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

10.22 Suspension. If CrystalCommerce in its sole discretion determines that a Customer's server has become the source or target of any violation concerning the AUP, CrystalCommerce reserves the right to suspend network access to that server. While CrystalCommerce will attempt to contact the Customer before suspending network access to the customer's server(s), prior notification to the Customer is not assured. In certain cases, CrystalCommerce will contact law enforcement and other agencies regarding these activities. Customers are responsible for all charges, as well as any fees relating to the investigation, suspension, administration, and handling of their servers before, during, and after the suspension period.

10.23 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

10.24 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

10.25 Privacy Statement. (a)The Privacy Policy for CrystalCommerce as it related to its Customers and the CrystalCommerce Services you have purchased is located at www.CrystalCommerce.com and is incorporated herein by reference. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

10.26 Modifications to Agreement. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective on you through your continued use of the CrystalCommerce Services after any such revisions. You agree to periodically review our Web sites, including the current version of this Agreement available in PDF form for download on our web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time

by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you, or fees agreed to be paid by you for extra, contracted work, if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use CrystalCommerce Services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our web site of a general informational nature. No employee, contractor, agent, or representative of CrystalCommerce is authorized to alter or amend the terms and conditions of this Agreement.

10.27 Agreement to be Bound. By applying for a(any) CrystalCommerce Service(s) through our online application process or otherwise, or by using the Service(s) provided by CrystalCommerce under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any and all documents incorporated by reference.

10.28 Independent Parties. Neither party nor their employees, consultants, contractors, or agents are agents, employees, or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance, or otherwise.

10.39 Export Restriction. Customer acknowledges and agrees that Customer shall not import, export, or re-export directly or indirectly, any commodity, including Customer's products incorporating or using any CrystalCommerce Services in violation of the laws and regulations of any applicable jurisdiction. Specifically: into (or to a national or resident of Cuba, Iraq, Libya, Syria, Sudan, North Korea, Iran, or any other country to which the United States has embargoed goods; or to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial and Prohibition Orders. This list is subject to change and you must comply with the list as it exists in fact.

Trademark and Copyright Legal Notices

CrystalCommerce, the CrystalCommerce logo, CrystalMarkets, and TurboStores, among others, are registered trademarks and/or registered service marks of CrystalCommerce LLC, or one of its affiliates, in the United States and other countries.

Other brands or product names are trademarks or service marks of their respective owners, should be treated as such, and may be registered in various jurisdictions.