

TERMS AND CONDITIONS

Important Information:

By selecting KINGWEBMASTER to design and program your Yahoo! Store, the store owner must have working knowledge of the Yahoo! Store platform, editor, and store manager functions. This knowledge should include:

- Creating, modifying, deleting items.
- Cutting and pasting items within the store.
- Editing item names, prices and captions (descriptions).
- Uploading product images.
- Downloading orders.
- Establishing shipping methods, costs and sales tax rates.

If the store owner does not have this knowledge, training can be provided at an additional fee of \$100 per hour.

We recommend reading the help documentation provided by Yahoo! Store and available through your store manager for questions pertaining to the basic use of the Yahoo! Store platform.

KINGWEBMASTER will provide instructions and training for all customized programming and features we design specifically for use in your store. If you require training on the basic use of the Yahoo! Store platform, your account manager can provide you with a separate quotation for telephone training done on an hourly basis.

AGREEMENT BETWEEN KINGWEBMASTER INC. & Online Customer

This Agreement describes the entire terms and conditions between KINGWEBMASTER and Online Customer

1. KINGWEBMASTER rights and responsibilities:

1.1 Website: KINGWEBMASTER will assist in the creation of Online Customer website ("Website"). The project scope is limited to the work described in project specifications. Project specifications are contained in an attachment to this document or as stated in email communication between KINGWEBMASTER and Online Customer.

1.2 Changes to Original Project Specification:

KINGWEBMASTER will do its best to meet the agreed upon schedule, but can not be held responsible for failing to meet a schedule when the cause of the delay is outside of KINGWEBMASTER's control. All changes to the project specifications will be confirmed to Online Customer by KINGWEBMASTER via email or fax.

1.3 Ownership Rights: KINGWEBMASTER will not acquire any rights as far as Online Customer goodwill, trademark, copyright or other property of the company. All company data and company lists, trade secret and Online Customer lists, shall be the sole possession of Online Customer and KINGWEBMASTER shall have no right in them.

1.4 Marketing Rights: KINGWEBMASTER has the right to use Online Customer name, brief description, logo, URL and screen shots in KINGWEBMASTER's print, web or email materials; more extensive use of Online Customer website would require Online Customer prior approval.

1.5 Non-disclosure: During the course of the project, KINGWEBMASTER may have access to trade secrets or other confidential information about Online Customer business. KINGWEBMASTER agrees to not disclose this information to other parties unless already considered public knowledge.

2. Online Customer rights and responsibilities

2.1 Contact: Online Customer will provide KINGWEBMASTER with a person or persons responsible for answering day-to-day questions with an email address and telephone number.

2.2 Content: Online Customer will have the final responsibility to select content that appears on the website and it will be responsible for viewing all website information for accuracy. KINGWEBMASTER will provide Online Customer with the ability to proofread it in a timely manner. Online Customer will provide all copy, images and product data. Online Customer will be responsible for insuring that all information it provides KINGWEBMASTER is not copyrighted by someone else and will obey all applicable copyright and other laws. KINGWEBMASTER will not be responsible if Online Customer uses other parties' copyrighted material in violation of the law.

2.3 Expenses: Online Customer will pay for all expenses directly relating to the operating of the website including, but not limited to, email for Online Customer employees, Internet access for Online Customer employees, fees for the host service provider and third party software license fees. Online Customer will be billed for KINGWEBMASTER specific services and scripts as described in project specifications. Hosting fees from other providers will be billed directly from the provider to Online Customer.

2.4 Change Orders: Online Customer understands that changes to the original project specifications may affect the total cost and/or timeframe of the completed project.

2.5 Ownership Rights: If Online Customer is not in default, Online Customer will acquire a license for the right to use any software developed by KINGWEBMASTER. This license will include the right for Online Customer to maintain and update the software. Online Customer does not have the right to transfer this software license to another party without the specific written permission of KINGWEBMASTER. Software creation is not considered "works made for hire" under the 1976 Copyright Act.

2.6 Non-disclosure: During the course of the project, Online Customer may have access to trade secrets or other confidential information about KINGWEBMASTER's business. Online Customer agrees to not disclose this information to other parties.

3. Compensation to KINGWEBMASTER:

3.1 Consulting: Cost estimates for a project are described in the project specifications and any subsequent change orders to the project. Online Customer will be billed for actual time spent completing the project, using a rate of \$100 per hour. Project time, which includes consultations via phone and email, is tracked in 15-minute increments. Notice of no less than ninety (90) days will be given prior to a rate increase. A down payment equal to 50% of the project estimate is due at contract signing.

3.2 Travel: Online Customer shall reimburse KINGWEBMASTER for all travel expenses at the Internal Revenue Service rate per mile if by automobile and full travel expenses, including lodging and meals if by some other means.

3.3 Overdue Payments: All invoices from KINGWEBMASTER shall be paid in accordance with its terms, and if not, Online Customer shall be in default. Any amount not paid when due shall bear interest at the lesser of the rate of 1.5% per month or the maximum rate allowed by law. Online Customer will also pay all costs of collection, including reasonable attorney's fees, for the collection of any amount due upon default. In the event of non-payment or default, KINGWEBMASTER has the right to stop any ongoing services on the behalf of Online Customer, as well as all the rights to software created for Online Customer. If KINGWEBMASTER so requests, Online Customer as soon as reasonably practicable, shall remove any and all equipment that may have been stored at KINGWEBMASTER's place of business. In the alternative, KINGWEBMASTER may request that any and all equipment of Online Customer equipment remain and KINGWEBMASTER may assert its laborers material and then lien on equipment and attach same pursuant to Florida law.

4. Expenses: Online Customer agrees to pay all normal expenses incurred with the setting up and maintenance of the website on the Internet. Expenses may include image fees, domain name registration, site submission fees, software technical support, express delivery fees. KINGWEBMASTER will get Online Customer approval for all fees before charging.

5. Independent contractor: At all times KINGWEBMASTER shall be deemed an independent contractor and nothing contained herein shall be construed to create a relationship of principal and agent or employer and employee between Online Customer and KINGWEBMASTER.

6. Term of this agreement: This agreement is effective from the date of this Contract and shall be in effect until terminated by either party. This agreement may be only modified by a written agreement executed by KINGWEBMASTER and Online Customer. This agreement shall be binding upon and inure to the benefit of heirs, successor and their assigns of the parties hereto.

7. Termination: Either party may terminate the agreement at any time. Payment in full for all services performed prior to termination will be required.

8. Applicable law: This Agreement and any disputes relating hereto shall be construed under the laws of the State of

Florida. This Agreement constitutes the entire agreement between the parties and KINGWEBMASTER and Online Customer acknowledges and agrees that neither of them has made any other representation with respect to the subject matter of this Agreement. On the termination of this Agreement, all Online Customer data, Online Customer lists and other Online Customer information will belong to Online Customer.

9. Damages:

9.1 Damages: Online Customer shall be solely responsible for the selection, use, efficiency and suitability of all software. KINGWEBMASTER will not be responsible for any consequential damages under this Agreement except as to such damages arising from KINGWEBMASTER's willful act of gross continuing negligence.

9.2 Website Disruptions: KINGWEBMASTER agrees to assist in the operation of a viable, workable and functional website. However, certain technical difficulties may from time to time result in the temporary service interruptions. KINGWEBMASTER will use its best effort to respond to website technical problems and questions. Online Customer agrees not to hold KINGWEBMASTER liable for any consequences of said interruption.

10. General: The titles to the paragraph of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify and aid in the interpretation or provision of this Agreement. All claims and disputes relating to this Agreement shall be subject to the arbitration at the option of either KINGWEBMASTER or Online Customer in accordance with the arbitration rules of the American Arbitration Association for the computer communication industry then applying. Written notice of a demand for arbitration shall be filed with the other party to the agreement and with the American Arbitration Association within a reasonable time after the dispute has arisen.

11. Force Majeure: Neither party is responsible for any failure to perform its obligation under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such party. The forgoing does not excuse nonpayment. The party facing an event of

force majeure will use commercially reasonable efforts to remedy a failure caused by such event. If such event makes it commercially unreasonable for KINGWEBMASTER to continue to provide the Services, KINGWEBMASTER may terminate this Agreement upon written notice to Online Customer.

12. Entire Agreement: This Agreement, including any attached exhibits or addenda, constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

13. Employee Hiring: During the term of this Agreement and for twelve (12) months thereafter, neither party will directly solicit or recruit any employee of the other party for itself or for any other company or individual, without the prior written consent of the other party. Nothing in the foregoing sentence may be construed to prevent either party from hiring an employee of the other party resulting from (i) advertising of open positions, participating in job fairs or the like, or other forms of soliciting candidates for employment that are general in nature, or (ii) unsolicited inquiries about employment opportunities or possibilities from headhunters or other agents acting for unidentified principles.

ACKNOWLEDGMENT OF ARBITRATION

I understand that this agreement contains an agreement to arbitrate. After signing and/or electronically signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.