

BASIC WEB DESIGN PACKAGE: TERMS AND CONDITIONS

This Addendum (the "Addendum") is by and between You, the user, together with any company or other business entity You are representing, if any (collectively, "You") and Consulting Land, Inc. ("Consulting Land") and sets forth the terms and conditions of Your use of Consulting Land's development, design, building and maintenance of a website (the "Site") based upon direction and input provided to us by You and other related services as may be offered from time to time (collectively, "Services"). You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Addendum, as well as any additional rules or policies that are or may be published by Consulting Land from time to time, including Consulting Land's Master Services Agreement (the "Services Agreement"). This Addendum, as well as any additional rules and policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and Consulting Land concerning Your use of the Services, and supersede and govern all prior proposals, agreements, or other communications. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS ADDENDUM AND THE TERMS OF THE SERVICES AGREEMENT, THIS ADDENDUM WILL GOVERN. Unless explicitly stated otherwise, any new features, updates, upgrades or versions that augment or enhance the current Services will be subject to this Addendum. Consulting Land reserves the right to amend its Services offerings and to add, delete, suspend or modify the terms and conditions of such Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers. Consulting Land may make such changes without notice to You. Your continued use of the Services following Consulting Land's posting of any changes will constitute your acceptance of such changes. Please note that other Consulting Land software and/or services, outside of the Services, are governed by the Services Agreement and may be governed by other terms and conditions.

1. Description of Services

Consulting Land will provide the Services subject to the terms and conditions of this Addendum during the term of the Services. Subject to our right to reject, suspend or terminate Services, Consulting Land agrees to provide to You the Services described on the Consulting Land website and purchased by You during the sign-up process.

- a. Consulting Land will use reasonable efforts to consider Your direction and input in providing the Services; however, ultimate design decisions will be at the sole discretion of Consulting Land.
- b. Notwithstanding the foregoing, it is Your responsibility to check the Site submitted for Your approval for accuracy in all respects, ranging from spelling to technical illustrations. Consulting Land, its vendors and subcontractors are not liable for errors or omissions. Your approval or that of Your authorized representative is required prior to release for publishing on the Internet or other implementation.
- c. Design related Services will be provided in two phases over the 3 weeks period following Your first payment under this Addendum. Phase I will be comprised of designing the "look and feel" of the Site. Phase II will be comprised of adding and finalizing the content of the Site.

2. Products License

"Products" will constitute and be defined here as any templates, designs, layouts and other information, files, and documents we deliver to You as a part of our Basic Web Design package.

Consulting Land hereby grants You a perpetual, worldwide, non-exclusive, non-transferable, revocable, limited **One Time Usage License**. It enables You to use our Products for a single Web site only, belonging to either You or Your client.

a. Imagery, Clipart and Fonts

All imagery, clipart, fonts, audio files and video footages used in our Products are royalty-free and are the integral part of our Products. One Time Usage License gives You the right to use images, clipart, fonts, audio files and video footages only as a part of the Web site You requested Package for. Any kind of separate usage or distribution is strictly prohibited.

b. Modifications

You are authorized to make necessary modification(s) to our Products to fit Your purposes in accordance with this license.

c. Unauthorized Use

You acknowledge that Products are protected by copyright, trademark, or other intellectual proprietary rights and, as such, You may not transfer or sell, reproduce, create derivative works from, distribute, or in any way exploit any of our products, in whole or in part, except as expressly authorized by this agreement or with express written consent from an authorized representative of Consulting Land.

d. Assignability

You may not sub-license, assign, or transfer this license to anyone else without prior written consent from Consulting Land.

3. Your Obligations

In order for Consulting Land to perform the Services, You will be responsible for doing the following:

- a. Using the same e-mail address provided at the time of registration for the Services for all communications in connection with the Services.
- b. Providing Consulting Land with all information requested by Consulting Land as well as any custom texts and images (including, but not limited to, design, pamphlets, brochures, logos, and other images) that You wish to use in connection with development of the Site within 10 days of Your first payment under this Addendum. If Your content is not provided within the specified time period, completion of the Site will be at Consulting Land's sole discretion.
- c. Delivery of Your content in a format other than an electronic format generally used by Consulting Land, may incur additional processing fees.
- d. Contacting Consulting Land promptly to make changes, modifications, and enhancements to the Site starting from the date of Your first payment under this Addendum.
- e. Contacting Consulting Land promptly with notice of Your decision to cancel or discontinue the Services starting from the date of Your first payment under this Addendum.
- f. Obtaining Internet connectivity to access the Site, to send and receive e-mail, and to otherwise access and utilize the Internet.
- g. To the extent that You gather any personal information about visitors to the Site, You will not share that personal information with any third party without first obtaining a visitor's consent.
- h. Providing current and updated contact information (including e-mail address and fax number) for Consulting Land's use in contacting You concerning the Site.
- i. Ensuring that the Site content provided by You does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties. By using the Services, You represent and warrant that any name or word submitted to be used as all or part of the URL associated with the Site does not infringe any trademark or domain name rights of any third party.

- j. Ensuring the accuracy of materials provided to Consulting Land, including, without limitation, content for the Site, descriptive claims, warranties, guarantees, nature of business, and contact information for You.
- k. Acquiring any authorization(s) necessary for hypertext links to third party websites;

4. Information Content You Provide

If You provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Consulting Land has the right to suspend or terminate Your account and refuse any and all current or future use of the Services (or any portion thereof).

5. Non-Interference by You

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

- a. wide-scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums
- b. propagation of computer worms or viruses
- c. use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

6. Indemnification Obligations

In addition to Your indemnification obligations set forth in the Services Agreement, You agree to defend, indemnify, and hold harmless Consulting Land and each of its officers, directors, employees, agents, affiliates, vendors, subcontractors, co-branders or other partners, and employees of any of the foregoing, from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim in connection with the Site (including, but not limited to, Site content) or the URL and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including reasonable legal fees and expenses (whether incident to the foregoing or to Consulting Land' enforcement of said rights or defense and indemnity).

7. Ownership of Your Content

With the exception of Your ownership interest in the information, materials, images, photos and other content that You provide to us for inclusion in the Site, ownership interest to the Site, including, but not limited to, the HTML coding, scripting, copyrights, visual layout, appearance and design and all other intellectual property rights, will be with Consulting Land. You hereby grant to Consulting Land and its vendors and subcontractors all rights and licenses with respect to the Site. Consulting Land will be the exclusive owner of the Site provided via the Services. You understand and agree that Site may contain some features and design elements used in other websites designed by Consulting Land, its vendors and subcontractors.

8. Fees and Payment Terms

As consideration for the Service(s), you agree to pay Consulting Land the applicable Service(s) fees set forth on our Web site at the time you request the Service from Consulting Land. All fees are due immediately and are non-refundable, except as otherwise expressly noted. We reserve the right NOT to accept payment by check or cash.

You agree to pay all value added, sales and other taxes (other than taxes based on Consulting Land's income) related to the Service(s) provided to you hereunder. All payments of fees for the Service(s) provided by Consulting Land shall be made in U.S. dollars. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of the maximum amount allowed by law.

THE FEES PAID TO CONSULTING LAND ARE NON-REFUNDABLE. ENTERING YOUR PAYMENT INFORMATION IN THE CONSULTING LAND PURCHASE SYSTEM WILL BE DEEMED TO INDICATE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

9. Rejection, Suspension and/or Termination

Consulting Land reserves the right to refuse Services to You for any reason at its sole discretion up to and including the time at which You complete Your initial consultation. If You breach any term of this Addendum including, but not limited to, the Services Agreement, Consulting Land may, in its sole and exclusive discretion, suspend or terminate Your Services immediately and without notice to You. In addition to Your obligation to pay any applicable fees for the Services, Services fees may continue to accrue on suspended accounts and You will continue to remain responsible for the payment of any Services fees that accrue during the period of suspension. UPON SUSPENSION OR TERMINATION YOU WILL RETAIN NO RIGHTS TO THE HTML CODING, SCRIPTING, COPYRIGHTS, VISUAL LAYOUT, APPEARANCE AND DESIGN OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS IN THE SITE.

10. Additional Disclaimers

In addition to the Disclaimer of Warranties set forth in the Services Agreement, Consulting Land disclaims any responsibility for any content, goods, and services available through the Site, or the quality or accuracy of any information in the Site. Consulting Land will not endorse, warrant, or guarantee any product or service offered through the Site, and will not be a party to or in any way monitor any transaction between You and third-party purchasers of products or services resulting from the Services or use of the Site, including, without limitation, all sales of goods or services, credit card transactions, banking or securities transactions, or any business, service, or merchandise agreements. CONSULTING LAND DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO THIRD PARTY USERS OF THE WEBSITE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.