

## TERMS DEFINED

"Customer" means the individual or company that purchases goods or services from Vendor.

"Content" means the information and/or data (if any) to be made available via the Vendor's services, as a result of this Internet Services Agreement.

"Vendor" means Bluewater Marketing Group Inc. a Delaware corporation located at 402 Main Street, Suite 100-280, Metuchen, NJ 08840

"Publish." "Published," "Publishing or "Publication" means the inclusion of the Content in an electronic format, which will be made available to the individuals on the Internet.

"Internet" means a worldwide network of computer equipment, including both hardware and software, interfaced by access circuits.

"Leased Line/Internet Access Provider" means the entity providing the Vendor with access to the Internet by means of leased circuits.

## CONTRACT TERMS AND CONDITIONS

1. The Publishing of Content is construed as an acceptance of all the rates and conditions under which the Vendor provides Internet services, including the most current version of the Vendor's Acceptable Use Policy, which will be made available on the Internet World Wide Web.

2. No conditions, printed or otherwise, appearing on any document provided by the Customer that conflict with the Vendor's policies will be binding on the Vendor. Any changes to this Agreement must be in writing, and must be signed by both parties.

3. All Content is accepted and Published by the Vendor on the representation that the Customer is properly authorized to publish the entire contents and subject matter thereof, regardless of the source. When Content containing names, pictures and/or testimonials are submitted for Publication or placed on the web site by the Customer, the order or request for the Publication thereof or the act of placing the Content on the web site, shall

be deemed to be a representation by the Customer that they have obtained any necessary written consent of the use in the Content of the name, picture and/or testimonial which is contained therein. It is understood that the Customer will indemnify and hold the Vendor harmless from and against any loss, expense or other liability resulting from any claims or suits for libel, slander, defamation, violation of right of privacy, plagiarism, copyright infringement, patent infringement, product disparagement and any other claims or suits that may arise out of the publication of such Content.

4. The Vendor does not exercise any control over the content of the information passing through the Internet access, networks and servers it provides, nor does it take any responsibility for the accuracy or quality of the information obtained through the Internet access and services it provides. To the extent that the Vendor maintains and controls any equipment used to provide Internet access and other services, it will use reasonable efforts to maintain such equipment in working order.

5. All services are provided to Customer AS IS, and the Vendor EXPRESSLY DISCLAIMS ALL WARRANTIES CONCERNING THE SERVICES IT PROVIDES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Vendor's cumulative liability to the Customer for all claims arising in connection with this Agreement shall not exceed the fees and charges payable by Customer under this Agreement. In no event will Customer or Vendor be liable to the other for any indirect, consequential, punitive, special, exemplary, or incidental damages of whatever kind and however caused (including, without limitation, loss of profits, use, or data), even if Customer or Vendor, as applicable, knew or should have known of the possibility of such damages.

7. Customer will not use the services provided under this Agreement in any manner which is in violation of any law or governmental regulation, is threatening, libelous, or obscene, or is in violation of or infringes the rights of others, including, without limitation, copyright, trade secret, privacy, or other personal or proprietary rights. Customer will indemnify Vendor against any loss, damage, or expense, including, without limitation, reasonable attorney's fees, which may be incurred by Vendor by reason of any breach of Customer's obligations pursuant to the preceding sentence.

8. Customer is expected to proof-read any material Published by the Vendor on Customer's behalf. Regardless of whether or not this is done, the Customer agrees to indemnify the Vendor from any liability, direct or indirect, for errors in Publishing beyond correction of those errors in a reasonable period of time. In any case, the Vendor's liability for any error will not exceed the cost of one month's Internet services, as provided to the Customer.

9. The Vendor assumes no liability for errors in key numbers beyond correction of those errors in a reasonable period of time.

10. Billing for services will be at the beginning of each month, payable in advance. Any excess usage will be billed in the following month. Payment is due upon receipt of invoice. Any amount not paid within thirty (30) days after the invoice date shall bear interest from the invoice date to the date of payment at the lesser of two percent per month or the highest rate permitted by applicable law. In the event that the invoice is not paid by the date due, the Vendor reserves the right to terminate services provided.

11. The Vendor shall not be liable, either in contract or in tort, for protection from unauthorized access to or alteration, theft or destruction of content through accident, fraudulent means or devices or any other method; even should such access occur as a result of Vendor's negligence.

12. Customer recognizes that the services, programming and software provided by Vendor constitute valuable trade secrets of Vendor. Title and property rights including all intellectual property rights to the services, programming and software provided by Vendor are and shall remain the property of Vendor, whether or not embedded in tile programming software.

13. Vendor will not be responsible for performance of its obligations hereunder where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen (whether of Vendor or others), casualties, accidents or other occurrences beyond the control of Vendor. Vendor will not be responsible for interruption or delay caused by the acts or failures of its Leased Line/Internet Access Providers. Temporary unavailability of Content shall not constitute a breach of this contract by the Vendor. In the event of failure by Vendor to perform for more than fifteen (15) days, the Customer shall have the right to terminate this Agreement upon live (5) days written notice. This provision does not affect Customer's obligation to make payment that is otherwise due up to termination. Any legal action against Vendor arising out of this Agreement shall be brought within one (1) year of its occurrence or is deemed waived.

14. Credit card transactions cannot be canceled. Refunds or credit will be made directly to the customer in the form of a check. All hosting, setup, programming, telemarketing, advertising and design charge are not refundable.

15. Support Agreements are billed as services are rendered and against a retained deposit (Retainer). The customer may rollover the credit balance to the next years support agreement or request a refund of the remaining balance. Refunds will be issued in the form of a check 60 days following the written request and only after a final invoice is created and deducted from the balance. If after 12 months the agreement is not renew there will be a monthly maintenance fee assessed equal to 1/3 of the remaining credit balance and continue to be billed until the credit balance is zero. Hourly short falls are recalculated and billed at the higher rate. Retainers are accounted for under the heading SUPPORT and a statement of remaining credit can be requested at any time. Retainers are not kept in separate bank accounts. Credit card transactions cannot be canceled.

16. Google advertising is billed against a retainer that is accounted for under the heading GOOGLE. The customer may request a statement of remaining credit at any time. The customer may rollover the credit balance to the next years advertising agreement or request a refund of the remaining balance. Refunds will be issued in the form of a check 60 days following the request and only after a final invoice is created and deducted from the balance. Retainers are not kept in separate bank accounts. Credit card transactions cannot be canceled.