

This Agreement sets forth the terms and conditions pursuant to which the Reseller Applicant (“**Reseller**”), identified on the first page hereof, will license from MEZINE INC. (“**Mezine**”), a British Columbia company, the WebsiteDynamics website building and hosting technology for the purposes of becoming an independent reseller of Mezine’s WebsiteDynamics website building and hosting technology and provide website services for Reseller’s customers.

1. Incorporated Agreements

Reseller acknowledges having read and agrees to the terms of:

- (a) WebsiteDynamics Privacy Policy (<http://www.resellerdynamics.com/host/pageWriter/privacy.htm>),
- (b) General eNom Policies (<http://www.enom.com/terms>), and
- (c) DOBA Terms of Service (<http://www.doba.com/popup/site/terms.html>)

all of which are incorporated in this Agreement and form an integral part thereof. The agreements referenced in this section are subject to modification as described therein.

2. Definitions

- (a) **Custom Branded Website Builder** means Mezine’s online platform with which Reseller can rebrand Mezine’s proprietary WebsiteDynamics website building and hosting technology for use in the sale of websites to Reseller’s customers.
- (b) **Rebranded Website Manager** means the online administrative website where Reseller can view, among other things, sales details, reports, and customer lists.
- (c) **Reseller Web Builder Pages** means Reseller’s website pages where Reseller advertises the Custom Branded Website Builder.
- (d) **WebsiteDynamics Technology** means Mezine’s proprietary WebsiteDynamics website building and hosting technology underlying the Custom Branded Website Builder.

3. End User Compliance

Reseller agrees to obtain explicit agreement from Reseller’s customers to comply with the terms of the agreements listed at Sections 1(a), 1(b), and 1(c) above before the customer may use the WebsiteDynamics Technology. Reseller’s customers may indicate their agreement either on the Reseller sign-up page provided by Mezine (i.e., by clicking on the “Sign-Up” page on Reseller’s homepage and continuing the sign-up process until reaching the “Complete Signup” page) or by any other means Reseller chooses to sign up new customers approved by Mezine.

4. Wholesale Website Fee

- (a) New registrations and renewals of customer websites purchased through the Custom Branded Website Builder will be charged by Reseller to its customers at \$10.00 USD per month, per website.
- (b) Mezine reserves the right to add additional services or tools to the Custom Branded Website Builder and charge an additional fee for their use without obtaining prior written approval from

Reseller, provided the additional services or tools do not exceed an aggregate additional charge of more than \$10.00 USD per month. The addition of services or tools that incur an aggregate additional charge of more than \$10.00 USD per month may only be made with prior written approval from Reseller.

5. Licensing Fee

Reseller agrees to pay Mezzine a non-refundable monthly-recurring \$49.99 subscription fee for the rights granted herein. Reseller authorizes Mezzine to charge the subscription fee to the credit card account provided by Reseller in Schedule "A", or to another credit card account as Reseller may designate to Mezzine by written notice pursuant to Section 31.

6. End Consumer Website Pricing

(a) Reseller agrees to not resell websites built using the Custom Branded Website Builder for less than \$17.00 USD per month, per website, and not more than \$50.00 USD per month, per website, excluding any applicable taxes, without obtaining prior written approval from Mezzine.

(b) All hosting package add-on requests by Reseller's customers that are accepted by Mezzine will be deemed done at Mezzine's cost and therefore any additional add-on charges will be retained by Mezzine to cover this expense.

7. Website Payment Processing

Mezzine will manage the customer website billing through the WebsiteDynamics billing system. A credit card processing fee per customer website of \$0.35 USD and 2.95% will be charged to Reseller each month per website sold. Any credit card charge-backs or refunds will be adjusted on payouts to Reseller. If the Customer Branded Website Builder has over a 1% charge-back rate, Mezzine has the right to:

- (a) suspend signups of new websites;
- (b) require that Reseller change its home webpage message, website offer, or marketing techniques;
- (c) require Reseller to pay an additional fee and maintain a non-interest bearing holdback on account with Mezzine; and/or
- (d) terminate the Agreement with Reseller.

8. Credit & Payment Terms; Taxes

(a) Mezzine will calculate amounts owed to Reseller for each month, within fifteen (15) days after the end of the month. Mezzine agrees to pay amounts owed to Reseller by check or by other means mutually agreed upon by both parties, no later than 45 days after the end of the month in which the charges were incurred.

(b) Mezzine may impose, and Reseller agrees to pay, a late payment charge on the unpaid balance of overdue invoices equal to the lesser of (a) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or (b) the maximum rate allowed by law.

(c) In addition to the charges due under this Agreement, Reseller agrees to pay to Mezzine amounts equal to any taxes or fees, such as Sales, Use and/or G.S.T. taxes, resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon Mezzine's net income.

(d) Terms of payment hereunder are subject to credit approval.

(e) Mezine agrees to remit to the proper tax agencies on behalf of Reseller any applicable sales tax collected through the WebsiteDynamics billing system.

9. License

Mezine grants to Reseller a non-exclusive, non-transferable limited license to use and commercially exploit the WebsiteDynamics Technology to operate the Custom Branded Website Builder, which incorporates the WebsiteDynamics Technology, for the term of this Agreement.

10. Custom Branded Website Builder

(a) Mezine shall grant Reseller access to a Custom Branded Website Builder, which Reseller will customize in accordance with the technology's specifications. Reseller shall supply the home webpage HTML and graphics as part of the setup process. In the alternative, Reseller may enlist Mezine to custom design the home webpage for an additional fee.

(b) Mezine shall make the Custom Branded Website Builder accessible via an available domain name of Reseller's choosing, described in Schedule "A", and registered in the following manner:

- (i) Reseller shall be registered as the "registrant".
- (ii) Reseller shall be registered as the "administrative contact".
- (iii) Mezine shall be registered as the "technical contact".

(c) Mezine shall host the Custom Branded Website Builder on its servers.

(d) Reseller represents and warrants that the material provided by Reseller used on the Custom Branded Website Builder will not infringe upon the intellectual property rights or moral rights of any person or entity.

(e) Mezine shall provide Reseller with ten (10) email accounts for Reseller's Custom Branded Website Builder.

(f) Reseller may choose the names of the email accounts, with the exception of any account names reserved by Mezine for use with the WebsiteDynamics Technology.

(g) Reseller agrees to abide by the CAN-SPAM Act and other application legislation governing email marketing practices and agrees to market the Custom Branded Website Builder with clear and non-deceptive methods.

11. Product Trial and Return Policy

(a) Reseller agrees to:

- (i) provide all end users with a free trial period; and
- (ii) provide all end users with a money back guarantee, if Reseller's customer cancels its enlisting of Reseller's website services within 30 days of registration.

12. Customer Support and Maintenance

(a) Mezine agrees to provide online customer and technical support to Reseller's customers with regards to the use and maintenance of the WebsiteDynamics Technology.

(b) Mezine shall own and host the customer websites and content built through the Custom Branded Website Builder.

(c) Reseller authorizes Mezine's support team to grant its customers trial extensions, free time, and refunds as the support team deems fit, without compensation to Reseller.

(d) Reseller authorizes Mezine to send follow-up emails on Reseller's behalf to end users during their free trial period to help facilitate a sale.

13. Reseller Support

(a) Mezine agrees to provide online email technical support and online and telephone billing support to Reseller at no charge to Reseller.

(b) Mezine may offer additional technical and design support to Reseller at an additional charge of \$50.00 USD per hour.

14. Modifications

Mezine reserves the right to modify, enhance, revise, or otherwise change the WebsiteDynamics Technology without notice to or liability from Reseller for such modifications, enhancements, revisions, or other charges.

15. Advertising

(a) Reseller shall be responsible and liable for all advertising and promotion of Reseller's Custom Branded Website Builder.

(b) Reseller agrees to advertise its services in accordance with local and federal laws and regulations. In particular, Reseller agrees to not send unsolicited email and to not sell its service through misleading or deceptive means.

(c) Mezine, at its sole discretion, reserves the right to stop the sale of websites by Reseller and request copies of all of Reseller's marketing material pertaining to the Custom Branded Website Builder to confirm the integrity of Reseller's marketing.

16. Miscellaneous

(a) Parties reserve the right to enlist and reward partner resellers for the sale of websites, either independently or jointly.

(b) Reseller agrees to keep the contact information that is maintained on the Rebranded Website Manager complete and current.

17. Customer Data

Mezine and Reseller both agree to jointly own the customer contact data while both adhering to the terms of the WebsiteDynamics Privacy Policy described in Section 1. Neither party will sell, rent, or trade customer data to any third party unless otherwise agreed to in writing by the other. Upon termination, Reseller shall no longer have access to customer data collected or stored by Mezine.

18. Intellectual Property Policy

(a) Subject to the exceptions described in Section 18(b) below, Mezine reserves the right to terminate the accounts of Reseller's customers who appear to infringe the intellectual property rights of Mezine or others, and/or remove content that has prompted a complaint regarding the infringement of the intellectual property rights of others.

(b) Mezine grants Reseller a limited right to use any trademarks associated with the WebsiteDynamics Technology and Custom Branded Website Builder for use only in the promotion of those technologies and related commercial exploits contemplated by this Agreement, and only for the duration of this Agreement.

(c) All intellectual property relating to the WebsiteDynamics Technology and Custom Branded Website Builder are the sole property of Mezine and its licensors.

19. Reseller Web Builder Pages

(a) In general, Mezine does not screen or edit information posted on Reseller Website Builder Pages, but Mezine reserves the right, but has no duty, to monitor or to remove any objectionable information, and to monitor or to remove any web pages from its system at any time, without notice, at its sole discretion.

(b) Reseller agrees to:

- (i) follow all local, provincial/state, national and international laws and regulations applicable to the activities of Reseller hereunder;
- (ii) be responsible for all information, data, text, software, music, sound, photographs, images, graphics, video, messages, or other material ("**Content**") that reside under Reseller's account or password, including any Content transmitted or broadcast through Reseller's account; and
- (iii) comply with all applicable laws regarding the transmission of technical or other data exported from the country in which Reseller resides.

(c) Reseller also agrees that it will not:

- (i) host or transmit any content that might infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others;
- (ii) copy, broadcast, distribute, or otherwise use any content provided by others, in a manner that infringes the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others;
- (iii) interfere with or disrupt Mezine's site, services, computer systems, servers or networks, or violate the regulations or policies of such networks;

- (iv) transmit any content containing viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful programs;
- (v) collect information about others without their consent; or
- (vi) use Reseller's home page (or directory) as storage for remote loading or as a door or signpost to another home page, whether inside or beyond Mezzine's website.

20. Independent Contractors

Both parties agree that they are independent contractors and shall have no right or authority to bind or commit the other party in any way without the other party's express written authorization to do so. Nothing contained in this Agreement shall be deemed or construed to create for any purpose an employer/employee, joint venture, partnership, or agency relationship between the parties.

21. Confidentiality

(a) Either party may, from time to time, provide the other party with information of a confidential nature, either orally or in writing or other material form, including but not limited to the strategic, technical, and financial information concerning the business, plans, customers, products, any information relating to Mezzine, intellectual property and technical processes proprietary to the disclosing party (including but not limited to the WebsiteDynamics Technology and Custom Branded Website Builder) and for which value would be impaired if such information were disclosed to third parties ("**Confidential Information**"). The parties agree that Confidential Information expressly includes the software and the contents of this Agreement, including fees and other information of a financial nature. The parties agree to maintain the confidentiality of the Confidential Information of the other party, to use the Confidential Information only for the purposes set out in this Agreement, and that each shall not disclose such information to any third party except for such purposes without the prior written consent of the other party. Notwithstanding the foregoing, Confidential Information shall not include information that falls into the public domain other than through the fault of a receiving party; is rightfully obtained from a third party who has the right to disclose such information; is already in the rightful possession of the receiving party prior to its receipt from the disclosing party; is independently developed by the receiving party; is rightfully obtained by the receiving party from a third party; or is disclosed with the written consent of the disclosing party.

(b) Notwithstanding anything to the contrary in this Agreement, a receiving party may disclose the Confidential Information of the other party if such disclosure is in response to, and only to the extent required by, applicable law or a court order or other valid legal process; provided, however, that (i) prior to any such disclosure and to the extent permitted by applicable law, the receiving party must first provide written notice to the disclosing party which provides the disclosing party a reasonable opportunity to seek a protective order or other appropriate legal relief, and (ii) the receiving party must make a reasonable effort to co-operate with the disclosing party's efforts to seek a protective order or similar appropriate relief (at the disclosing party's expense).

(c) All public announcements regarding Reseller's relationship with Mezzine and the terms thereof shall be coordinated by Mezzine, and Reseller grants permission to Mezzine to display Reseller's name and brand in website promotion and company information.

22. Non Competition

During the term of this Agreement, Reseller will not enter into or offer direct or indirect competing website building technologies or specifically target any affiliates, resellers, or customers hosted on the

WebsiteDynamics Technology. Reseller agrees not to directly solicit existing customers, resellers, affiliates, rebranders, partners, or licensees using the WebsiteDynamics Technology for a period of two (2) years after the termination of this Agreement. Reseller represents that the execution and implementation of this Agreement is neither in breach nor in violation of any terms or conditions of any other contract or agreement, including, but not limited to, those relating to exclusivity or non competition. At all times, Reseller will not engage in any activity harmful to Mezine, any of Mezine's brands, partners, or affiliates, nor will Reseller engage in misleading or deceptive advertising. Reseller shall not copy, reverse engineer, decompile, or disassemble any Mezine or WebsiteDynamics Technology. Reseller shall cause its employees to comply with the foregoing.

23. Warranties and Disclaimers

Reseller understands Mezine will make commercially reasonable efforts in providing quality service. Reseller expressly agrees that: ITS USE AND ANY USERS USE OF SERVICES AND TECHNOLOGY OFFERED BY MEZINE IS AT ITS OR THEIR OWN SOLE RISK. MEZINE SERVICES AND TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MEZINE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; MEZINE MAKES NO REPRESENTATION OR WARRANTY THAT: THE MEZINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MEZINE SERVICES WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, MEZINE SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY RESELLER THROUGH THE MEZINE SERVICES WILL MEET ITS OR THEIR EXPECTATIONS, OR THAT ANY ERRORS IN MEZINE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITEDYNAMICS TECHNOLOGY IS DONE SO AT RESELLER'S AND USER'S DISCRETION AND RISK AND RESELLER AND USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; AND NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY RESELLER THROUGH OR FROM MEZINE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

24. Limitations of Liability

(a) SUBJECT TO SECTION 24(b), FOR ANY BREACH OF THIS AGREEMENT OR ANY OTHER CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT GIVING RISE TO LIABILITY, MEZINE'S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED RESELLER'S ACTUAL DIRECT, PROVABLE DAMAGES UP TO THE TOTAL AGGREGATE AMOUNT EQUAL TO \$2,500 OR THE AMOUNT OF FEES THAT RESELLER HAS PAID TO MEZINE IN THE 12 MONTH PERIOD PRECEDING SUCH INCIDENT, EVENT, OR OCCURRENCE. IN NO EVENT SHALL MEZINE BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS REVENUE, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ECONOMIC LOSS, OR FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE LOSSES OR DAMAGES, OR FOR ANY CLAIM AGAINST RESELLER BY ANY OTHER PERSON, EVEN IF MEZINE HAS BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF ANY SUCH DAMAGE OCCURRING.

(b) THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 24 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING A BREACH OF A CONDITION OR FUNDAMENTAL TERM OR FUNDAMENTAL BREACH OR BREACHES. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 24 SHALL

NOT APPLY TO: (A) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MEZINE; (B) BREACHES OF THE OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN SECTION 20; OR (C) THE OBLIGATIONS OF INDEMNIFICATION SET FORTH IN SECTION 25.

25. Indemnification

Reseller, at its own expense, will indemnify, defend and hold harmless Mezine and its employees, directors, officers, representatives, agents, and affiliates, any claim suit, action, or other proceeding brought against Mezine based on or arising from any claim or alleged claim (i) relating to any product or service of Reseller; (ii) relating to Reseller's website, hosting, domain name registration business, including, but not limited to, Reseller's advertising, business practices, systems and other processes, fees charged, billing practices, and customer service; provided, however, that in any such case: (a) Mezine provides Reseller with prompt notice of any such claim, and (b) upon Reseller's written request, Mezine will provide to Reseller all available information and assistance reasonably necessary for Reseller to defend such claim, provided that Reseller reimburses Mezine for its actual and reasonable costs in the provision of said information and assistance. Reseller shall not enter into any settlement or compromise of any such identifiable claim without Mezine's prior written consent, which shall not be unreasonably withheld. Reseller shall pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorney fees and costs awarded against or otherwise incurred by Mezine in connection with or arising from any such identifiable claim, suit, action, or proceeding.

26. Attorneys' Fees

In the event either party shall be successful in any suit for damages for any breach of this Agreement, including non-payment of amounts due or to enforce this Agreement, such party shall be entitled to recover its reasonable legal fees and expenses incurred in any such action in addition to any other relief granted.

27. Term & Termination

(a) This Agreement shall come into effect on the Effective Date, shall continue for a period of one month, and shall be renewed automatically for successive one (1) month terms unless terminated by either party in accordance with the provisions of this Section 27.

(b) Either party upon at least thirty (30) days' written notice may terminate this Agreement.

(c) Mezine retains the right to terminate this Agreement after fifteen (15) days of the following occurring:

(i) Reseller fails to comply with any term or condition of this Agreement; or

(ii) Reseller declares bankruptcy or becomes insolvent.

(d) Upon termination or expiration of this Agreement, and upon request by Reseller to Mezine, Reseller may have the domain name described in Schedule "A" transferred to it, provided all of Reseller's contractual obligations are completed and the domain name ceases to be attached to any of Reseller's customer websites.

(e) Where Reseller transfers or attempts to remove Mezine as the "technical contact" for the registration of the domain name described in Schedule "A" before the termination or expiration of this Agreement, before Reseller's contractual obligations are completed, or before the domain name ceases to be attached to any of Reseller's customer websites, Mezine reserves the right to transfer Reseller's

customers websites away from the domain name described in Schedule "A" to another domain of Mezzine's choosing, and to terminate this agreement without further notice.

(f) Upon termination or expiration of this Agreement, Sections 15(a), 18(c), 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, and 35 will survive.

28. Assignment

Reseller agrees not to assign, transfer, or otherwise dispose of this Agreement or any of its rights, benefits, or interests under this Agreement without the other party's written consent. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligation hereunder without the other party's prior written consent.

29. Damages

Reseller acknowledges and agrees that irreparable injury may result to Mezzine if Reseller breaches any of the provisions in this Agreement and that damages may be an inadequate remedy in respect of such breach. Reseller hereby agrees in advance that, in the event of such breach, Mezzine shall be entitled, in addition to such other remedies, damages and relief as may be available at law or in equity, to the granting of interlocutory and final injunctive relief. Any legal proceeding brought by Reseller against Mezzine must be brought within one year after the event which is the subject of the proceeding has occurred.

30. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated, in all respects, as a British Columbia contract. The parties hereby: (i) irrevocably submit to the exclusive jurisdiction of the courts of British Columbia in respect of the subject matter hereof, (ii) consent to service of process being effected upon the other party, by registered mail sent to the address set forth herein; (iii) agree not to seek, request, claim, or pursue trial by jury, and (iv) agree not to seek, request, claim, or pursue any right, claim, or entitlement to any punitive or exemplary damages whatsoever.

31. Entire Agreement

This Agreement, in addition to those agreements described in Section 1(a), 1(b), and 1(c), constitutes the entire agreement between Reseller and Mezzine with respect to the subject matter of this Agreement and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between Reseller and Mezzine other than as expressly set forth in this Agreement and the agreements incorporated in Section 1(a), 1(b), and 1(c). Reseller represents and warrants that it has not been induced to enter into this Agreement by any other statement, representation or warranty not contained in this Agreement. The headings in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

32. Severability

To the extent that any provision of this Agreement is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and the remainder of this Agreement shall continue in full force and effect with respect to all other provisions.

33. Waiver

No waiver of any rights, obligations, or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation, or default shall be limited to the specific right, obligation, or default waived and shall not be construed as a waiver of any subsequent right, obligation, or default. No delay or failure of Mezzine in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.

34. Amendment

No amendment or modification to this Agreement shall be effective unless in writing and signed by the duly authorized representatives of the parties.

35. Notice

Any notice or other communication required to be given or made shall be in writing and considered to be given or made if sent by prepaid first class mail or fax to the addresses set forth herein or at such other address as either party may designate to the other by notice as required hereby.