



ACTIVE WEB GROUP SERVICE AGREEMENT

THE FOLLOWING SERVICE AGREEMENT (THE "AGREEMENT") DETAILS THE TERMS AND CONDITIONS FOR THE WEBSITE HOSTING AND E-COMMERCE SERVICES (THE "SERVICES") PROVIDED AND ADMINISTERED BY ACTIVE WEB GROUP, INC. (REFERRED TO HEREIN AS "ACTIVE WEB GROUP" OR "WE"). THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT BETWEEN ACTIVE WEB GROUP AND THE MEMBER ("MEMBER" OR "YOU").

THIS SERVICE AGREEMENT SUPERCEDES ANY PREVIOUS SERVICE AGREEMENT THAT MAY HAVE BEEN INCLUDED WITH PAST ORDERS, AND SHALL BECOME EFFECTIVE IMMEDIATELY UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

TERMS & CONDITIONS

1. Fees and Payment.

You shall pay the fees and other charges for the Services as stated on this Agreement. All set-up fees are due immediately, except as expressly provided herein and are non-refundable. Monthly (recurring) billing will begin six weeks after the set-up fee has been paid. Annual billing will begin six weeks after the set-up fee has been paid.

The recurring fees will be billed on a monthly or annual basis, as indicated on the last page of this agreement, with no prior notice from Active Web Group. Your credit card or checking account will be billed in advance for any and all fees. Active Web Group reserves the right to suspend or terminate your account if credit card charges are declined. Such suspension or termination shall not relieve you of the obligation to pay the fees due.

2. Website Status.

The Preview period will not exceed **30** days. Unless otherwise noted, Active Web Group reserves the right to switch your site into Live Status under the domain name you have chosen or sub-domain of Active Web Group. After your website is in Live Status, we will continue to provide up to one hour worth of updates every month. The unused time does not carry over. Updates include: graphic design, text edits and html design. Custom Programming, database design and flash design will be billed at an additional charge.

3. Domain Name.

If Member wishes to register a custom domain name ("Domain Name") for the Member's website, Active Web Group will cooperate with Member in registering the Domain Name with the appropriate entity. As between Member and Active Web Group, Member shall own all right, title and interest in and to the Domain Name. For domains that were not registered by Active Web Group, Member shall be solely responsible for tracking and ensuring that all required renewals for Member Domain Names are made in a timely manner.

4. Maintenance and Upgrading.

Maintenance and upgrading of our systems will occur without prior notification. Members may experience brief service interruptions including but not limited to: Email system, Statistics system, Upload system, CRM system and Site accessibility.

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5. **Proprietary Content.**

Active Web Group supplies Members with Proprietary Content as part of the web design service. In the event of cancellation, the Member is not entitled to use the information, code, data, software or photographs (collectively: Proprietary Content) supplied by Active Web Group. Active Web Group's Proprietary Content is protected by copyrights, trademarks, and other proprietary rights, and these rights are valid and protected in all forms of media and technologies existing now or hereinafter developed.

6. **Cancellation Policy**

In order to cancel service, Client must submit a notice for cancellation of service in writing to: Ainspect, 30 Oser Avenue, Suite 500, Hauppauge, NY 11788. Once the cancellation notice is received by Ainspect, the Client's website and all services will be terminated immediately, as will Client's recurring billing. Client is not entitled to a pro rata refund of the fees paid. There will be no exceptions to this policy.

7. **Reactivation.**

In the event of cancellation, we will keep your website on file for 60 days. If you wish to re-establish your services again, a one-time \$100 reactivation fee will apply. After 60 days, the full setup fee will apply.

8. **Member Communication.**

Active Web Group reserves the right to send Member service e-mails notifying Member of operational or other changes that may affect or change the Services offered by Active Web Group. Please note that you cannot opt out of such service e-mails, as these service e-mails provide information critical for the operation of Member's website.

9. **Force Majeure.**

Active Web Group shall not be liable for nonperformance, delay, errors, data loss or other loss caused by any event reasonably beyond Active Web Group's control including, but not limited to, acts of God, war, terrorism, hostilities, revolution, civil disorder, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency. The provisions of this paragraph shall survive termination of this Agreement.

10. **Limitation of Liability.**

Active Web Group will not be liable for indirect, special, incidental, punitive, exemplary or consequential damages (including any loss of revenue, profits, opportunity or data or business interruption) arising in connection with the execution, operation or performance of this Agreement or the operation of the website, regardless of whether Active Web Group was informed or had direct or imputed knowledge of the possibility of such damages or loss in advance. The provisions of this paragraph shall survive termination of this Agreement.

11. **Indemnification**

Member shall indemnify and hold Company along with its affiliates and their respective employees, officers and directors (collectively, "Company Indemnified Parties") harmless from and against, and agrees promptly to defend Company Indemnified Parties, from and reimburse them for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including, without limitation, reasonable attorneys' fees and other legal costs and expenses) that Company Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with (i) the failure of Member to properly discharge any of its duties or obligations under, or to comply with all terms, conditions and limitations contained in, this Agreement; or (ii) any services or products supplied or offered to be supplied by Member to any person or entity; or (iii) the breach of any representation, warranty, law, rule or regulation by Member. The provisions of this paragraph shall survive termination of this Agreement.

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12. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the written approval and determination of Active Web Group. Active Web Group shall not be obligated to honor the terms and conditions of this Agreement if Member is determined to have sold, assigned or transferred this agreement or the items that are the subject of this Agreement unless Active Web Group approves such a sale or transfer in writing. Active Web Group, in its sole discretion, may terminate this Agreement if Member's business is sold or transferred to any individual, group, corporation or entity unless Active Web Group approves such a sale or transfer in writing.

13. Entire Agreement.

Active Web Group reserves the right to terminate this Agreement for any breach of the provisions hereof, as determined by Active Web Group in its sole discretion. Active Web Group shall have no obligation to refund any of Member's fees due to Active Web Group's early termination of this Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement between the parties. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. The provisions of this paragraph shall survive termination of this Agreement.

14. Acknowledgements.

The party below acknowledges that the above statements and agreement was read, understood completely and fully, and voluntarily agrees to its stipulations and provisions. Any alteration of this agreement, without the expressed permission of Active Web Group Inc., shall render it void. A fax copy of this contract DOES NOT invalidate its enforceability.

_____	_____	_____
Set-Up Fee	Monthly Fee	Annual Fee

Company Name		

Client Name		
_____	_____/_____/_____	
Signature	Date	

Please sign and return via fax to: 1-800-719-4402
Attention: Estela Lopez