TERMS AND CONDITIONS

Please read the following terms and conditions of the service. If you do not want to be bound by these terms and conditions, do not accept the service. We want the terms and conditions to meet your needs and the needs of our other Merchants, and we expect that these terms and conditions will evolve over time. We will post the terms and conditions, including any changes, on the CCBill Website located at http://www.ccbill.com/cs/client/policies/ccbill/terms_and_conditions_cc.html and we ask that you periodically review them. Your continued use of the service will constitute acceptance of any changes to the terms and conditions. This agreement becomes effective on the date it is accepted by CCBill.

1. DEFINITIONS

When used in this agreement, the following definitions apply:

A. **ACH**: Automated Clearing House, a service provided through the United States Federal Reserve banking system that allows customers to convert paper financial instruments to electronic form.
B. **ACH Returned Item**: Any customer's check that is returned through the ACH system.
C. **Chargeback**: A charge to the customer that is reversed by the credit card issuer.
D. **Customer**: Anyone trying to access a Merchant's venue with a membership ID issued through CCBill's e-ticketing and access management software.
E. **Customer Charges**: Amounts to be charged to the customer.
F. **Database**: Any and all information received from Merchant and/or Customer which CCBill keeps in an electronic format for CCBill's use. This may include at CCBill's sole discretion a file containing only the Merchant's information and/or a universal file containing all of CCBill's Merchants' information.
G. **E-Ticketing and /Site Access Management System**: Those services provided by CCBill under the terms of this agreement to facilitate customer access to your venue.
H. **Membership ID**: A unique code assigned to a customer through CCBill's e-ticketing system that permits access to your restricted venue.
I. **Merchant**: An entry or individual contracting with CCBill in order to utilize CCBill's automated financial transaction processing and ancillary related services.
J. **New Merchant**: A Merchant of CCBill's including you and/or your company, if neither you nor your company has ever been a Merchant of CCBill.
K. **Online Check**: A system that allows customer to utilize bank accounts without providing a physical instrument to debit the customer's account for the purchase of an e-ticket.
L. **Payment Form**: The payment mechanism, i.e. credit card, on-line check, 900 number, etc., a customer utilizes in purchasing an e-ticket to gain access to a Merchant's venue.
M. **Penalty**: Any fine, fee, assessment or other charge levied against CCBill by the card associations, Merchant Bank, any state or federal Regulatory Agency, or ACH system that is in addition to the normal fees charged by those entities.
N. **Refund**: Any payment from your customer that is reversed by CCBill or you.
O. **Security Deposit**: A percentage of the value of each transaction that is withheld from your gross amount as determined by CCBill and/or the Merchant Bank. The amount of security deposit will vary from time to time and payment form to payment form as will the period of time the security deposit is held for.
P. **Third Party Beneficiary**: A company or individual that participates in CCBill's Affiliate System or a party that receives payment for providing Merchant Services.
Q. **Third Party Beneficiary Payments**: A payment authorized by a Merchant utilizing CCBill. Authorized payments to Third Party Beneficiaries shall be honored for an indefinite period.
R. **Venue**: A Merchant's collection of website pages and content that create the Merchant's entertainment arena.
S. **Website**: The website(s) owned by you that utilize CCBill's e-ticketing system and site access management tools.

T. **Your**: The Merchant and owner and/or creator of the website and venue.

2. Website Pricing Options

The minimum price that you can charge is $2.95 per transaction. The maximum is $99.99 per transaction. Any exceptions must be applied for in writing to CCBill, and may or may not be accepted based solely on CCBill's discretion.

3. Services

The services covered by this agreement include CCBill's e-ticketing and site access management tools. In addition, CCBill provides some services such as Merchant affiliate program software and transaction reporting and tracking. CCBill reserves the right to stop allowing you to use these added services if in CCBill's judgment they are contributing to violations of CCBill's Acceptable Use Policies (AUP) or high volumes of chargebacks, ACH returned items, refunds, or customer complaints. CCBill reserves the right to begin charging for these additional services upon thirty (30) days written notice to the contact information that we have on file for you, and CCBill also reserves the right to offer new services that are not covered by this agreement, and to charge you extra if you choose to use them.

In order to provide the highest level of service to all CCBill's Merchants, data provided by customers for venue access will be combined with data from all CCBill's' Merchant customers. The combined database will be used for risk analysis of your and all other Merchants' transactions. Ownership of the combined database remains with CCBill. Credit card information from CCBill's database will not be provided to you or any other party during this agreement or upon termination of this agreement. However, CCBill reserves the right to transfer the database in the event of a change in CCBill's ownership. You are responsible for maintaining a record of all user id information for your own use as well as for backup in the event of a system failure that requires restoration.

Any unauthorized attempt to gain access to CCBill's database or systems by you, or anyone directly or indirectly associated or related to you, however remotely, will constitute a material breach of this agreement. In the event of any such attempt to gain access, CCBill may immediately terminate this agreement, and you will immediately return to CCBill all copies of any information obtained by this access.

4. Tangible Goods Sales

CCBILL agrees to permit Client to submit ecommerce transactions for tangible goods, and Client agrees to submit transactions for the sale of tangible goods subject to the terms of this Agreement, the attached policies (Exhibit B) and the attached addition to CCBILL's standard AUP (Exhibit A).

Client acknowledges and agrees that it will not use CCBill's systems for any purpose that is illegal.

5. Fees

CCBill shall charge, and Merchant agrees to pay, the fees set forth in Schedule 1 attached hereto for the services provided by CCBill. CCBill shall have the right to change the fees stated herein upon providing notice to Merchant at least 10 days prior to the effective date of such changes. CCBill will deduct this fee from your funds before payment to you.

In addition to the fee, CCBill shall hold a security deposit for a minimum of six months as set forth in Schedule 2 attached hereto. CCBill may increase its security deposit requirements, at any time, if in CCBill's sole discretion it is necessary to cover potential refunds, ACH returned items, chargebacks, customer disputes, and/ or fines or penalties imposed directly or indirectly on CCBill by its acquiring bank, the card associations, regulatory agencies, or the ACH system.

In the event Merchant utilizes both transaction processing and hosting services from any affiliated entities, Merchant hereby authorizes and agrees to allow the funds of their transaction processing reserve to be applied,

wholly or in part, to their delinquent hosting account. This offset is intended to protect the Merchant from discontinuation of hosting services for unpaid balances on account.

If CCBill is penalized by its acquiring bank, a card association, or NACHA for chargebacks, refunds, or returned checks arising from CCBill's processing transactions for your website(s), CCBill may at any time and at its discretion pass through to you actual amount of the penalty per item. CCBill's waiver of this paragraph for any period of time does not constitute forfeiture of CCBill's right to impose the application of the penalties retroactively or for that period of time. You acknowledge that the card associations and regulatory agencies may apply chargebacks and fines retroactively and that CCBill must retain that right as well. In the event a flat amount penalty is assessed against CCBill as opposed to a per transaction penalty, CCBill may at its sole discretion prorate the flat amount among those Merchants that CCBill at its sole discretion deems to have been the cause of the penalty.

6. Payment

In order to receive payments a signed copy of this contract must be received by CCBill. You may fax the signed agreement to 1-480-449-8823. You agree by clicking to accept these Terms & Conditions at the end of this contract that CCBill may withhold payments on new accounts until the signed contract is accepted and verified by CCBill.

CCBill will issue payment to you on a weekly basis. The payment made will be for the net amount of the customer charges for the week ending on Saturday, one week prior to the week the payment is issued. While CCBill will make reasonable effort to make payment on Monday, if there are unusual circumstances such as delays in CCBill receiving payment from banks, holidays, or system failures, CCBill will make payment as soon after Monday as possible.

The net amount of payment will be the amount of customer charges minus CCBill fees, security deposit, and refunds not processed in previous payments, chargebacks, ACH returned items, payment delivery fees, taxes, penalties, and any additional security deposit amounts. CCBill reserves the right to charge any of these deductions against the security deposit and to require you to replenish the security deposit to a level deemed appropriate solely by CCBill or its Merchant Bank.

In order to resolve complaints and disputes, you agree that CCBill may issue refunds without your knowledge or approval in any situation CCBill thinks is appropriate. CCBill may also include the customer in its database of blocked accounts if there is an indication of fraud or inappropriate use of the customer's information by the customer or anyone else.

7. Cancellation

You and CCBill can cancel this agreement at any time with 10 days written notice. Email and telephone are not acceptable forms of notice. CCBill also has the right to cancel this agreement without notice, if you violate the terms of this agreement, or CCBill's Acceptable Use Policies (AUP). CCBill's AUP is available on its website. CCBill will change its AUP from time to time and it is your responsibility to check it often to make sure you are in compliance. In cases of minor violations, CCBill will give you an opportunity to become compliant, but CCBill can cancel this agreement or take any other action CCBill feels is appropriate if you do not comply. Serious violations by you or any of your referrers or upon notification by any of the card associations or regulatory agencies to discontinue accepting transactions will result in CCBill canceling this agreement immediately.

During the term of this Agreement or in the event that you cancel this Agreement, you agree that for a period of one year following such cancellation you will not attempt to circumvent CCBill by utilizing any of CCBill's acquirers or service providers for processing transactions for your websites.

CCBill may terminate either (a) this Agreement, (b) any service or (c) both, immediately, if you are the subject of a bankruptcy order, become insolvent, make any arrangement or composition with or assignment for the benefit of creditors, go into voluntary or compulsory liquidation, have a receiver or administrator appointed over your assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to you.

Upon cancellation/termination of your account, CCBill will hold all funds due to you for a minimum of six months as reserve for possible refunds, returned checks and chargebacks.

8. Your Obligations

You agree to use CCBill's services for the sale of legal content and services from your website. Without CCBill's prior written approval, you will not use CCBill's services for the sale of property or items that cannot be downloaded from your venue by your customer. You also agree to abide by the Terms and Conditions of this agreement and CCBill's Acceptable Use Policies (AUP). CCBill reserves the right to manually or electronically review your website(s) to ensure there are no violations of the Terms and Condition or the AUP.

On CCBill's signup page for your venue, CCBill will plainly show the customer the price(s) you are charging and all terms and conditions of the purchase. If this agreement is terminated by either you or CCBill for any reason, you must leave the ability for customers to cancel their purchases through CCBill's services until there are no more active recurring memberships. If you do not do this, or if in CCBill's judgment there will be excessive chargebacks, or ACH returned items, CCBill will immediately issue refunds to your customers, and hold all payments and reserves until such time as CCBill is convinced that there will be no further refunds and/or chargebacks. The minimum time that CCBill will withhold payment is six months.

You will always maintain the ability to respond to your customer's technical inquiries and try to resolve issues amicably. If, in CCBill's opinion customer complaints and/or chargebacks are excessive, CCBill may choose to cancel this agreement and you agree to immediately reimburse to CCBill all its expenses related to chargebacks and refunds.

You may change the access prices and subscription options for your venue whenever you want. The correctness, functionality, and accuracy of these changes are your responsibility regardless of who makes them.

CCBill's employees have entered into an agreement to protect CCBill's confidential and trade secret information even after their employment. You agree that it would be difficult for CCBill to enforce this agreement if you were to hire an employee or a former employee and it would be difficult for the employee to abide by the terms of the agreement. You therefore agree that you will not hire or enter into a contract of any kind with a current or former CCBill/CWIE employee for a period of 24 months following the effective date of that employee's last date of employment with CWIE/CCBill or any company affiliated with CCBill or CWIE without CCBill's written prior approval.

9. Security

The Merchant is responsible for all use of their account(s) and confidentiality of password(s), including choosing safe passwords and ensuring file protections are set correctly. CCBill will suspend or change access to your CCBill Merchant account(s) immediately upon notification by you that your password has been lost, stolen or otherwise compromised. CCBill is not liable for any usage and or charges prior to CCBill making the necessary account alteration.

10. Merchant Non-Transferability of Account

The right to use CCBill's e-commerce and payment processing service is not transferable. Use of CCBill's e-commerce and payment processing accounts are expressly limited to the individual or business whose name appears on the Transaction Processing Agreement and ownership of the account cannot be split with multiple individuals. The account holder may choose to add additional authorized users, but the authorization of these users is limited to access to allow for certain changes to the account, and does not include making account ownership changes.

The account holder (principal) agrees to assume responsibility for these authorized users on their CCBill account and any affect that they may have on the account.

11. Authorization

By signing this agreement you are stating that you are the owner and operator of the venue(s), are of legal age in the state or country where your business is located to enter in to this agreement, and have obtained all the

necessary licenses and certificates required to perform your obligations. You will follow all laws and legal regulations that relate to your business regardless of where those laws and regulations originate, and will comply with any laws and regulations that may apply in the future.

12. Privacy Policy

You understand that CCBill's Merchant Privacy Policy in part reads, "By using CCBill's services, you agree that we may release information obtained in the course of your use of CCBill's services when it is believed, in CCBill's sole and absolute discretion, that the release is appropriate or otherwise necessary to comply with the law, enforce our Agreement, and/or protect the contract and other rights of our Merchants."

13. Taxes

CCBill and you both agree to pay any and all taxes that are imposed on CCBill or your respective business. If CCBill is required to pay taxes for you, you will immediately reimburse CCBill for those taxes and any fines, penalties and interest, or you agree that CCBill may deduct them from payments to you.

14. Limitations of Liability

CCBILL WILL UTILIZE ITS BEST EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE OF THE SERVICE, BUT CCBILL MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CCBill cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. CCBill will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted, received, or stored on its system. CCBill will not be liable to you or any of your customers for any claims or damages which may be suffered by you or your customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, unauthorized access to your website as a result of hackers or password trading, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-delivery, or service interruptions whether or not caused by CCBill's fault or negligence. CCBill will not be responsible for your venue not being accessible on the Internet due to circumstances not under CCBill's direct control such as individual Internet user's own equipment capabilities, limitations, other Internet service provider limitations and/or browser software limitations.

CCBill may discontinue any service, or may require fulfillment of conditions CCBill may choose to impose as a prerequisite for continuing any service upon thirty (30) days notice to you. However, CCBill may discontinue service immediately for fraud committed by you or your employees, illegal activity, or violations of its Acceptable Use Policies (AUP) and/or its other policies.

CCBill's liability to you and any end user of the service or any other of its services is limited to the amount paid to and received by CCBill for service not accepted. In no event will CCBill be liable to you, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if CCBill has been advised of the possibility of such damage.

You agree that CCBill is an Internet Service Provider ("ISP") under the Digital Millennium Copyright Act (DMCA) and understand that CCBill is required under the DMCA to have you remove any material that another party claims is infringing once CCBill has received, in its sole judgment, a proper notification. You also agree that if you do not comply with a request from CCBill to remove material under the DMCA or for any other reason, CCBill may at its discretion block access to new member signups and renewals and hold all funds until such time as CCBill is certain that the material is removed. CCBill may, at its sole discretion, determine who is an "infringer" and may terminate this agreement without notice to you if CCBill believes you to be a repeat infringer.

15. Indemnification

You are solely responsible for your venue, any associated website and all venue/website content, for your advertising and promotion, and that of anyone referring others to your venue. You are also responsible for insuring

that you are the rightful owner or licensee for any copyrighted material, trademarks, or items that appear on your venue.

You will take all necessary measures to preclude CCBill from being made a party to any lawsuit or claim regarding the service provided to or by you, or any end user. You hereby agree to indemnify CCBill and hold CCBill harmless from any and all claims of whatever nature brought by any anyone against CCBill in excess of the remedy set forth herein.

You hereby agree to reimburse CCBill for any and all expenses associated with CCBill being involved with any civil, criminal, regulatory or investigatory actions brought by you or against you by anyone, including expenses associated with providing information that CCBill, in its sole discretion, believes it legally must provide or has been authorized by you to provide. You also understand and agree that CCBill will deduct those expenses from monies due to you and you agree to reimburse CCBill for any expense that exceeds what CCBill is able to deduct from your account.

16. Relationship of Parties

Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section. Neither party is the agent of the other and the COMPANY expressly disclaims responsibility for any conduct by you in violation of our terms of agreement.

You hereby agree to reimburse CCBill for any and all expenses associated with CCBill being involved with any civil, criminal, regulatory or investigatory actions brought by you or against you by anyone, including expenses associated with providing information that CCBill, in its sole discretion, believes it legally must provide or has been authorized by you to provide. You also understand and agree that CCBill will deduct those expenses from monies due to you and you agree to reimburse CCBill for any expense that exceeds what CCBill is able to deduct from your account.

17. Term

This agreement will continue until terminated by either party under the provisions above. CCBill may terminate this agreement immediately and without notice if you violate the terms of this agreement, its Acceptable Use Policies (AUP), its policies, or the law. CCBill may, at its sole discretion, suspend or cancel services for your account if it stays inactive for any consecutive ninety (90) day periods. Reinstatement of your account, after suspension or cancellation, will require CCBill approval.

18. Survival

The rights and obligations of the parties in this Agreement that would by their nature or context be intended to survive the expiration or termination of this Agreement shall so survive, including without limitation the provisions of this Agreement in sections 5, 6, 9, 10, 11, 12, 16, 17, 18, and 19.

19. Confidentiality

Unless required by law, you will treat CCBill's intellectual property as confidential and proprietary, and not disclose them to anyone without CCBill's prior written consent. You may not use CCBill's trademarks and advertising without CCBill's permission, and then only in ways agreed to by you and CCBill. Upon termination of this agreement, you will promptly return any of CCBill's property in your possession.

20. Invalid or Unenforceable Provisions

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. You and CCBill agree to renegotiate in good faith any term held invalid and to be bound by any mutually agreed to substitute provision.

21. Choice of Law: Venue

This Agreement is governed by and construed under the laws of the State of Arizona and the United States of America. The federal and state courts of the State of Arizona will have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this Agreement.

22. Disputes

CCBill will attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices and other than injunctive relief) will be subject to arbitration upon written demand of either party. Except for disputes resulting from unpaid CCBill invoices, the parties agree to arbitrate this matter prior to any state, federal, or international court action. The arbitration will take place in Phoenix, Arizona before a single arbitrator under the auspices of the American Arbitration Association‘s (“AAA”) Commercial Arbitration Rules currently in effect at that time. Arizona law will be applied in the arbitration and any other subsequent legal hearings.

The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in the contract. The arbitrator will render a written opinion setting forth the basis on which he or she arrived at the decision regarding each issue submitted to arbitration. The decision of each issue submitted to arbitration will be final and binding only to the extent it is accompanied by a written explanation of the basis upon which it was arrived at. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party will be entitled to recover reasonable attorneys' fees and expenses incurred at both the trial and appellate levels.

Disputes of charges or fees assessed for CCBill service must be reported to CCBill within 90 days of the charge or fee appearing in Merchant’s account reports, delivered via the CCBill Admin Portal. Disputes presented to CCBill for these fees more than 90 days after the charge or fee will be denied.

Parties may modify the dispute clause only through a stipulation signed by both parties.

23. Entire Agreement; Modifications

This Agreement sets forth the entire Agreement and understanding between the parties and merges all prior discussion between them. CCBill reserves the right to modify this agreement at any time. Utilization of the service by you and/or your customers following the effective date of any change or modification of this Agreement on CCBill’s website will constitute acceptance by you of such change(s). Otherwise, this Agreement may not be modified except by the written consent of both parties.

For your own protection, you understand and agree that CCBill will only accept requested changes and modifications to this agreement that are in writing and signed by the individual(s) signing this agreement.

24. Change of Ownership and Multiple Signatories

In the event of changes in ownership of your company or, venue(s) covered by this agreement, you and you only must notify CCBill in writing of the change. CCBill will then require the new owner to execute a new agreement with CCBill. In the event you want to change the information in this agreement regarding the payments to you, you and only you must notify CCBill in writing.

CCBill strongly discourages Merchants from having more than one person sign this agreement. If you choose to have more than one person sign this agreement, please be advised that, when notified of a dispute, CCBill will not

make any changes to the account or disburse or refund any monies until CCBill receives either written stipulation signed by all signatories or a court order.

25. ADDENDUMS AND SCHEDULES

All of the required addendums must be completed, signed, and forwarded to CCBill along with the contract prior to CCBill issuing your first check.

CCBill LLC
2353 W. University Dr.
Tempe, AZ 85281-7223 USA
Telephone: 1.480.449. 7751
Fax: 1. 480.449. 8801

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Initial