

CHANGE OF ACCOUNT OWNERSHIP FORM

IMPORTANT NOTE: In order for the change to take effect, this *Change of Account Ownership* form must be completed by both the seller and buyer. The *Transaction Processing Agreement, Acceptable Use Policy, Terms & Conditions* and *Addendums A through I* must be completed by the buyer, and the *buyer must submit two forms of identification* in addition to these documents.

In addition, please note that only the principal account owner can buy or sell an account.

Upon receipt of the *Change of Account Ownership* form, CCBill will hold all funds generated on the account until the attached documents have been received along with any supporting documentation. **THE HOLDBACK AMOUNT HELD ON THE ACCOUNT WILL TRANSFER TO NEW OWNER.**

The CCBill account will be placed on hold until we receive a contract (attached) from the new owner. If linking the account to an existing CCBill account (specify the account under "Buyer Information" below), a new contract does not need to be submitted.

All requests must be completely filled out, signed, and faxed to 480.449.8801. Alternately, signed requests can be scanned and emailed to contractadmin@ccbill.com.

For assistance in completing this form, please send an email to contractadmin@ccbill.com.

SELLER INFORMATION

| | | |
|------------------------|--------|-----------|
| Client Account Number: | | |
| Seller Name: | | |
| Current Email Address: | | |
| Address: | | |
| City: | State: | Zip: |
| Country: | | Tax ID #: |

BUYER INFORMATION

| | | |
|------------------------------------|--------|-----------|
| Link to CCBill Account (optional): | | |
| Buyer Name: | | |
| Email Address: | | |
| Address: | | |
| City: | State: | Zip: |
| Country: | | Tax ID #: |

NOTE: Please do not assume a change has been made until you receive email confirmation from CCBill to the email address you have provided for the account.

| | |
|----------------------|-------|
| Seller Signature: | Date: |
| Seller Name Printed: | |
| Buyer Signature: | Date: |
| Buyer Name Printed: | |

TRANSACTION PROCESSING AGREEMENT

IMPORTANT: IN ORDER TO RECEIVE PAYMENTS PLEASE FAX A SIGNED COPY OF THIS CONTRACT TO 1-480-449-8801. CCBILL'S POLICY IS TO WITHHOLD PAYMENTS ON NEW WEBMASTER ACCOUNTS UNTIL THE SIGNED CONTRACT IS ACCEPTED AND VERIFIED BY CCBILL.

From your online credit card payment for IPSP sponsored merchant and registration fee:

Subscription ID: _____ Authorization Code: _____

1. Referral Information

Referring Account #: _____

Referring Sub-Account #: _____

Promotional ID: _____

Sales Person: _____

Person Who Referred You to Us: _____
(CCBill Account # or Website Name)

2. Business Information

Company Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____

Zip Code: _____ Country: _____

Federal Tax ID or Business License: _____

3. Principle Information

Username: _____

Password: _____

First Name: _____

Last Name: _____

Phone #: _____ Fax #: _____

Email: _____

Alternate Email: _____

Address 1: _____

Address 2: _____

City: _____ State: _____

Zip Code: _____ Country: _____

Social Security # or Country ID: _____

4. Payment Information

Payment Type: Wire Transfer: FedEx: Mail:

Name on Check: _____

Address 1: _____

Address 2: _____

City: _____ State: _____

Zip Code: _____ Country: _____

4. a. Bank Account

Name on Account: _____

Account #: _____

Routing #: _____

Bank Name: _____

Swift #: _____

4. b. Bank Address

Address 1: _____

Address 2: _____

City: _____ State: _____

Zip Code: _____ Country: _____

5. Web Server Information

Server Operating System: _____

FTP Username: _____

FTP Password: _____

FTP Directory: _____

Member Directory: _____

Home URL: _____

Members URL: _____

Host URL: _____

Host Name: _____

Special Instructions: _____
(If Needed)

Desired Pricing Structure: _____

6. Technical Contact Information

First Name: _____

Last Name: _____

Phone #: _____ Fax #: _____

Email: _____

Alternate Email: _____

Fees vary with destination. CCBill will adjust the fee based on actual fees charged by the carrier. Wire transfers will be billed at \$30 internationally or \$15 U.S. each. FedEx fees vary with destination, and are adjusted based on actual fees charged.

CCBill reserves the right to modify these fees in the event rates are increased, in which case fees may change without notice.

Proper FTP information is essential to begin installation. If you are unsure of the FTP information, please contact your hosting company.

CCBill will need to Telnet into your account during installation. If you do not have Telnet access, please provide contact information to your hosting service. This may extend the installation time.

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

In the event of changes in ownership of your company or, website(s) covered by this agreement, you and you only must notify CCBill in writing of the change of ownership. 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.

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

| | |
|---------------|---------------|
| Client By: | CCBill By: |
| <hr/> | <hr/> |
| Signature | Signature |
| <hr/> | <hr/> |
| Print | Print |
| <hr/> | <hr/> |
| Date | Date |

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 clients, 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://businesscenter.ccbill.com/policies.php> 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. Client:** An entry or individual contracting with CCBill in order to utilize CCBill's automated financial transaction processing and ancillary related services.
- e. Customer:** Anyone trying to access a Client's venue with a membership ID issued through CCBill's e-ticketing and access management software.
- f. Customer Charges:** Amounts to be charged to the customer.
- g. Database:** Any and all information received from Client 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 Client's information and/or a universal file containing all of CCBill's Clients' information.
- h. 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.
- i. Membership ID:** A unique code assigned to a customer through CCBill's e-ticketing system that permits access to your restricted venue.
- j. New Client:** A client of CCBill's including you and/or your company, if neither you nor your company has ever been a client 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 Client'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. Venue: A Client's collection of website pages and content that create the Client's entertainment arena.

q. Website: The website(s) owned by you that utilize CCBill's e-ticketing system and site access management tools.

r. Your: The Client 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 client 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 at any time, 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 clients, data provided by customers for venue access will be combined with data from all CCBill's' client customers. The combined database will be used for risk analysis of your and all other clients' 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. Fees

CCBill shall charge, and Client 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 client 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.

If CCBill is penalized by its acquiring bank, a card association, or NACHA for chargebacks, refunds, or return checks arising from CCBill's processing transactions for your website(s), CCBill may at any time and at its discretion charge you \$100 per chargeback, refunded or returned check, or the actual amount of the penalty per item, or whichever is higher. 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 clients that CCBill at its sole discretion deems to have been the cause of the penalty.

5. Payment

In order to receive payments a signed copy of this contract must be received by CCBill. You may fax the signed agreement to 1-480-449-8801. 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.

From time to time, you may be offered the opportunity to participate in a **New Client Referral Program**. In order to qualify, the new client must fill in the CCBill account number or website in the "Referred By" block at the beginning of this agreement at the time it is submitted to CCBill. CCBill will pay you 0.25% of the New Client's gross sales for as long as both you and the New Client remain clients of CCBill. This payment comes from CCBill's fees, not from the new client. CCBill has the right to cancel this payment to you in cases of fraud or misuse. CCBill also may change the referral fee percentage or discontinue the entire program in its sole discretion at any time.

6. 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.

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.

7. 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.

8. 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.

9. Privacy Policy

You understand that CCBill's 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 Clients.***

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

19. 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.

20. 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 clients 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.

21. 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 West University
Tempe, AZ 85281-7223 - USA
Telephone: 1 - 480 - 449 - 7751
Fax: 1 - 480 - 449 - 8801

ACCEPTABLE USE POLICIES (AUP)

All clients of CCBill, LLC agree to abide by the following policies. CCBill reserves the right to change and update these policies as it sees necessary.

Introduction

The primary purpose of CCBill, LLC is to facilitate and manage access to clients' venues for consumers. It is CCBill's intention to accept payment from customers for access to clients' sites or services with minimal or no interference from us. However, many of the individual credit card associations have specific guidelines for use. In addition, many Service Providers also have specific guidelines pertaining to general use of the Internet. As the Internet expands, it is increasingly common for an Internet Service Provider, such as CCBill, to be blocked from use of another organization's systems due to violations of that system's AUP. Because CCBill runs multi-user systems, client actions can have a severe impact on other clients' ability to use the system(s). This is unfair to all CCBill users. To this end, CCBill has developed these Acceptable Use Policies. They are intended to inform the client of what CCBill considers to be acceptable conduct in relation to the Internet, and of what actions we may take, with or without notice, in the event that CCBill becomes aware of inappropriate use of its service. This AUP will be used to help CCBill's system administrators deal with complaints from users of CCBill or other Internet-connected systems, and to determine when action should be taken. It is expected that the client will follow the policies set forth herein. These policies are drawn from applicable law and generally accepted standards of Internet conduct, and are intended to ensure protection of CCBill's technical resources, ability to continue to provide high quality service to the client, and protect CCBill's reputation as a service provider.

ACCESS TO CCBILL'S SERVICE IS PROVIDED SUBJECT TO THE FOLLOWING:

Security

The client 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 client 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. Electronic mail on this system is as private as CCBill can make it. The client is reminded that no computer network can ever be considered completely safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted – and even encrypted information is only as secure as the encryption method utilized.

Non-Transferability of Account

The right to use CCBill's Internet service is not transferable. Use of CCBill's accounts is expressly limited to the individual or business whose name appears on the contract

Unacceptable Conduct

The following types of conduct are grounds for immediate suspension of service pending investigation by CCBill and may result in termination of any and all accounts held by the individual, corporation, or website associated with these violations.

You will also be held responsible for the actions of your business relationships (Referrers, Associates, etc.) that impact CCBill. Your cooperation is necessary to insure that those involved in these relationships comply with CCBill's AUP and those of CCBill's providers. If they violate any of the following policies, CCBill expects you to make certain that they immediately cease the non-compliant action or that you discontinue your association with them. Continuing violations by your business relationships may result in CCBill at its discretion having to terminate payment to your business relationships or CCBill's agreement with you.

1. Spamming or Harassment

A. Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 20) or continued posting of articles which are off-topic according to the newsgroup charter, or which provoke complaints from the regular readers of the newsgroup for being inappropriate).

B. Sending unsolicited mass E-mailings (i.e., to more than 25 users) that provoke complaints from the recipients.

C. Engaging in either (1) or (2) from a provider other than CCBill to draw attention to a website housed within CCBill's networks or covered by CCBill's agreement with the client.

D. Engaging in abuse or harassment of other individuals on the Internet after being asked to stop by those individuals and/or by CCBill.

E. Mail bombing, i.e., sending large volumes of unsolicited E-mail to individuals or to individual business accounts.

F. Impersonating another user or otherwise falsifying one's user name in E-mail, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service. (This does not preclude the use of nicknames in IRC or the use of anonymous retailer services.)

2. Network Unfriendly or Illegal Activity

A. Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.

B. Attempts to interfere with the regular workings of CCBill's systems or network connections or which adversely affect the ability of other people or systems to use CCBill's services or the Internet.

C. Any unauthorized attempts by a user to gain access to any account not belonging to that user on this or any other of CCBill's systems.

D. Any activity, which violates any local, state, U.S., or international law or regulation.

E. Repeated submissions of transactions to CCBill utilizing the same or similar IPs with varying identification information.

3. Violation of CCBill Policy

- A. Attempts to offer for sale any item that is tangible in nature including land, or item that must be shipped to the customer via mail or courier.
 - B. Any attempt to bypass or remove CCBill's name, logo, or customer support link from the signup page.
 - C. Failure to fulfill access or services sold to customer in either a trial transaction, regular transaction, or recurring transaction.
 - D. The posting, display, or advertising of any image using a model or models under the age of 18 years anywhere on the site whether the models are clothed or unclothed.
 - E. Marketing the site utilizing content including "Kids", "Lolita", "Pedo", "Peta", "Peto", "Pre-teen", "Pedophile", "Underage", "Child" or any other words, images, or descriptions that would lead someone to believe that the models are less than 18 years of age is not permitted anywhere on venue including the URL and meta tags.
 - F. The posting or display of any image or wording depicting or related to extreme violence, incest, snuff, scat or the elimination of any bodily waste on another person, mutilation, or rape anywhere on the site, including the URL and meta tags.
 - G. The posting or display of any image or wording depicting or related to bestiality anywhere on the site. including the URL and meta tags.
 - H. The posting or display of any image or wording related to any website running, participating, or advertising acts allowing the subscriber to bet or gamble on an uncertain outcome, or to play a game of chance for stakes.
 - I. Any attempt to display, sell, or transfer materials that violate or infringe any copyright, trademark, right of publicity, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening.
- NOTE: Previously accepted "Celebrity sites" must either follow an acceptable "news" format, such as "movie review", e-magazine, or tabloid formats, or you must have and produce upon our request written documentation of your right to use the material on your website. That documentation must be: (1) a license of the rights; (2) consent from the rights holder or their agent; or (3) a written statement from your attorney explaining your claim to have a lawful right, or a legal defense, to display the material. CCBill may at its sole discretion accept or reject your site.
- J. Reproduction or transmission of any material in violation of any local, state, U.S., or international law or regulation is prohibited. CCBill makes every attempt in such cases to work with both U.S. and foreign law enforcement agencies to provide information about the providers and purchasers of such material. This includes the posting or display of any image or wording instructing users how to make or perform devices or situations that may violate any state, federal, or international law.
 - K. Websites must comply with the 18 U.S.C. 2257. Clients must determine their legal responsibility to and method of complying with 18 U.S.C. 2257 where required to do so.

L. Any material uploaded to a CCBill subscription page, (aka "join page") must be non-sexual in nature, and may only include non-nude individuals. CCBill reserves the right to review and reject any material for any reason.

M. MasterCard specifically prohibits the use of MasterCard's registered marks including the word "MasterCard" and/or their logo on any site without their written permission.

N. Any attempt to mislead the consumer as to the site's content or actual initial or recurring pricing of the venue.

O. Failure to place a clear disclosure of trial periods and recurring charges conspicuously on the website.

P. Using any wording relating to credit card use for age verification purposes.

Q. Use of blind links to ccbill.cgi. Users should have a reasonable expectation of getting a sign up form when they click the link.

R. No part of the venue may be hosted on a free web host or anywhere, which violates the host's AUP policy.

S. The members' area of the venue may not be inaccessible to users for more than a 24-hour period at a time, and not more than one 24-hour period in a 30-day period.

T. If client chooses to utilize the rebilling option for sites containing members' areas, the members' area must be updated in a time frame that is equal to or less than the rebilling cycle. For example, if the client bills every thirty days, they must update their members' area at least every thirty days.

U. CCBill will not process transactions for venues offering shell accounts. CCBill may cancel any accounts whose primary use can be determined as supporting the use of bots such as Eggdrop or any other programs executed on a server through a Telnet or a dial-up account.

V. CCBill will not process for sites advertising or selling the following:

- 1) buyers clubs or membership clubs;
- 2) credit counseling or credit repair services;
- 3) direct marketing or non-internet type subscription merchants;
- 4) infomercial merchants;
- 5) multi-level marketing businesses;
- 6) outbound telemarketers;
- 7) prepaid phone cards or prepaid phone services;
- 8) rebate-based businesses;
- 9) "Up-Sale" merchants;
- 10) free grants or grant giveaways;
- 11) cash, money-making opportunities, or making money at home opportunities;
- 12) "cash for opinions";
- 13) grant/cash money making schemes;
- 14) Pharmaceutical Informational Sites or any site that offer information and/or services in relation to the purchasing of Pharmaceutical drugs; or
- 15) any website that is in violation of the card associations rules.

W. CCBill will only process for escort sites if the site is acting in a directory (ie: phone book) capacity. CCBill will not process for websites selling escort services.

X. Using a sub-account and its signup form for a site that has been approved to process for another URL that is not registered to that sub-account and approved by a card association.

Y. "Posting in" or any other violation of card associations' rules. Violations of card association rules may result in the immediate termination of all services by CCBill including recurring billing. CCBill will hold all funds until such time as all card association fines, chargebacks, and refunds have been satisfied.

4. CCBill's Right to Cancel

In the event client's account is suspended for unacceptable conduct or suspicion of fraud, all rebilling members may be cancelled and all monies held for a period of six months to one year. In addition, CCBill reserves the right, where feasible, to implement technical mechanisms, which prevent the occurrences listed above. Furthermore, CCBill is under no obligation to notify client of its actions.

CCBill may deactivate CCBill accounts or sub accounts that have not processed any transactions within a 90-day period or the CCBill join page is not viewable from the home URL of the venue. Accounts are deactivated in order to minimize the unnecessary operational cost associated with maintaining them in the system.

Compliance with Rules of Other Networks

Any access to other networks connected to CCBill's Internet service must comply with the rules for that network as well as with CCBill's rules.

Monitoring/Privacy

CCBill reserves the right without your permission to monitor any and all communications through or with its facilities as well as all Client's sites for compliance with this AUP and CCBill's Terms and Conditions. CCBill may also be required to provide access to Client's websites to representatives of the card associations and/or their acquiring members for monitoring for compliance with their operating rules. Client agrees that CCBill is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for CCBill's employees to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred.

Cooperation with Authorities

CCBill reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, trademarks, child pornography, postings or E-mail containing threats of violence or other illegal activity.

Confidentiality of Personal Subscriber Information

CCBill will not release any client or customer personal subscriber information, nor client or customer billing information, to any third party except upon presentation of a valid court order, or request to which CCBill is legally required to respond to. Client agrees that CCBill's judgment as to the validity of any court order, subpoena, or request shall be considered proper and final.

CCBill's Right to Modify These Acceptable Use Policies

CCBill may modify these Acceptable Use Policies on its website in any way, at any time. It is your responsibility to review the AUP on the website on a regular basis to ensure compliance with the latest version of this AUP. Your use of CCBill's services after such changes have been posted shall constitute your acceptance of the modifications to these policies.

We hope the AUP is helpful in clarifying the obligations of Internet users, including CCBill and its clients, as responsible members of the Internet. Any complaints about a client's violation of the AUP should be sent to abuse@ccbill.net

Initials

TERMS AND CONDITIONS ADDENDUM A SPECIFIC TO ACCEPTING U.S. VISA CARD FOR PAYMENT

This addendum to CCBill's Terms and Conditions is incorporated as part of this agreement and is intended to clarify issues that are specific to your website accepting VISA cards in payment for access to your website. VISA has determined that websites that are clients of CCBill are designated as "Sponsored Merchants." In order for CCBill to process VISA transactions on your behalf you must complete the VISA registration process and be approved by CCBill, its Merchant Bank and VISA. If you so elect, CCBill can begin processing other payment forms that you select until your VISA application has been approved.

I understand that the Visa rules require that:

1. The Sponsored Merchant being registered has a permanent establishment in the United States through which economic activity is completed.
2. The Sponsored Merchant being registered has a statutory agent with an address in the United States for correspondence and judicial process.
3. The Sponsored Merchant being registered pays applicable United States taxes relating to the sales processed through CCBill.

I understand that CCBill, its merchant bank(s) and Visa will all rely on the representations and warranties contained on my registration form.

I understand that CCBill has no control over the acceptance or denial of this application by Visa and/or the acquiring banks, and that the acceptance of this registration form by CCBill does not guarantee that I will be approved to accept Visa transactions by Visa, and/or the acquiring banks, and if not accepted, CCBill is not liable to me for any damages that I may incur from the lack of approval.

If I am approved by Visa and the acquiring banks:

1. I agree to indemnify VISA, its member banks and CCBill, its officers, directors, shareholders, affiliated entities and persons, employees, agents, representatives and attorneys for any liability it may incur, including attorney's fees, as a result of any misrepresentation I make on this form.
2. I agree to abide by all Visa operating rules, and
3. I understand that at any time, Visa or the acquiring banks can require CCBill to stop processing Visa transaction for my account without prior notice to me, and if that should happen, I have no recourse legal or otherwise to CCBill for any damages I might incur.
4. I also understand that, should VISA or the acquiring banks require CCBill to discontinue accepting transactions for my account, the fees paid for initial registration and annual renewals are non-refundable in whole or in part.

If my registration or annual renewal is not accepted, CCBill will refund my application or annual renewal fee, whichever is most recently paid to CCBill.

Your primary identification number is: _____

- Federal Tax ID
- Social Security Card

Your secondary identification number is: _____
(Must be different than primary number above)

- Driver's License
- Passport
- Social Security Card

I have read and understand the above and wish to accept VISA cards for payment.

I have read and understand the above and **DO NOT** wish to accept VISA for payment.

Initials

Tracking ID:
Account Number (for existing clients only):

TERMS AND CONDITIONS ADDENDUM B SPECIFIC TO ACCEPTING MASTERCARD FOR PAYMENT

This addendum to CCBill's Terms and Conditions is incorporated as part of this agreement and is intended to clarify issues that are specific to your website accepting MasterCard cards in payment for access to your website.

1. I understand that MasterCard specifically prohibits the display of its logo, trademarks, and service marks on my website unless I have a merchant account for processing some transactions that do not utilize CCBill's services, and agree to abide by this prohibition as well as any other rules that MasterCard may impose.
2. I agree and understand that CCBill is the ticketing agent for my services and warrant to CCBill that no indication otherwise will occur in any marketing campaign.
3. I understand that no MasterCard consumer credit card information may be gathered at any time by my marketing efforts.

- I have read and understand the above and wish to accept MasterCard for payment.
- I have read and understand the above and **DO NOT** wish to accept MasterCard for payment.

Initials

Tracking ID:
Account Number (for existing clients only):

**TERMS AND CONDITIONS ADDENDUM C
SPECIFIC TO ACCEPTING DISCOVER CARD FOR PAYMENT**

This addendum to CCBill's Terms and Conditions is incorporated as part of this agreement and is intended to clarify issues that are specific to your website accepting Discover cards in payment for access to your website. I agree to abide by the rules that Discover Card may impose.

I wish to accept Discover Card for payment.

I **DO NOT** wish to accept Discover Card for payment.

Initials

Tracking ID:

Account Number (for existing clients only):

TERMS AND CONDITIONS ADDENDUM D SPECIFIC TO ACCEPTING JCB CARD FOR PAYMENT

This addendum to CCBill's Terms and Conditions is incorporated as part of this agreement and is intended to clarify issues that are specific to your website accepting JCB cards in payment for access to your website. I agree to abide by the rules that JCB Card may impose.

I wish to accept JCB Card for payment.

I **DO NOT** wish to accept JCB Card for payment.

Initials

Tracking ID:
Account Number (for existing clients only):

**TERMS AND CONDITIONS ADDENDUM E
SPECIFIC TO ACCEPTING ON-LINE CHECKS FOR PAYMENT**

This addendum to CCBill's Terms and Conditions is incorporated as part of this agreement and is intended to clarify issues that are specific to your site accepting on-line checks:

I understand that there is a several day delay between signup and when a check clears the bank or is rejected, and that during that time a member/subscriber will have full access to my site even though the transaction may be declined or returned by the bank.

- I wish to accept on-line checks for payment.

- I **DO NOT** wish to accept on-line checks for payment.

Initials

Tracking ID:
Account Number (for existing clients only):

TERMS AND CONDITIONS ADDENDUM F SPECIFIC TO ACCEPTING DIALERS FOR PAYMENT

NOTE: THIS PRODUCT IS NO LONGER AVAILABLE TO NEW CLIENTS

This addendum to CCBill's Terms & Conditions is incorporated as part of this agreement and is intended to clarify issues that are specific to your site accepting Dialers:

I understand that CCBill utilizes a third party vendor for dialer transactions. Because CCBill does not receive funds from the dialer provider until **at least** 30 days after the end of the month in which a consumer utilized the dialer, CCBill's payment to you will be within two (2) weeks after CCBill receives payment from the dialer provider. CCBill cannot guarantee that it will receive funds from the dialer provider, and you therefore waive any right to try to collect from CCBill if for any reason, CCBill does not receive funds from the dialer provider. International consumers will be billed and pay in their local currency. Your payment will be in US currency and will be converted by the third party vendor.

I wish to accept Dialers for payment.

I **DO NOT** wish to accept Dialers for payment.

Initials

Tracking ID:
Account Number (for existing clients only):

TERMS AND CONDITIONS ADDENDUM G

SPECIFIC TO ACCEPTING CCBill SINGLE TELEPHONE BILLING OPTION FOR PAYMENT

This addendum to CCBill's Terms & Conditions is incorporated as part of this agreement and is intended to clarify issues that are specific to your site accepting single telephone number billing transactions:

I understand that CCBill utilizes third party vendors ("service providers") for single telephone billing transactions, which will use a 900 telephone number.

I understand that CCBill is reliant on the service providers and the phone companies to collect and receive payment for services rendered from consumers. I understand that CCBill does not receive funds from the service provider until at least 30 to 60 days after the consumer utilized the service.

I understand that CCBill will make payment to me for only those transactions for which CCBill has been paid. I understand that payment will be made by CCBill in its' next available payment cycle upon collection of funds from the service provider (approximately 90 - 120 days after the initial transaction took place).

I understand that CCBill cannot guarantee that it will receive funds from the service provider, and I therefore waive any right to try to collect from CCBill if for any reason, CCBill does not receive funds from the service provider.

I understand this telephone billing option is offered for US-based consumers only.

I wish to accept CCBill's Single Telephone Billing Option for payment.

I **DO NOT** wish to accept CCBill's Single Telephone Billing Option for payment.

Initials

Tracking ID:

Account Number (for existing clients only):

**TERMS AND CONDITIONS ADDENDUM I
SPECIFIC TO ACCEPTING EU Debit FOR PAYMENT**

This addendum to CCBill's Terms and Conditions is incorporated as part of this agreement and is intended to clarify issues that are specific to your site accepting EU Debit payments.

I understand that:

1. CCBill utilizes one or more independent third party providers ("service providers") for EU Debit transactions.
2. CCBill can not guarantee that it will receive any funds from the service provider.
3. There is a several day delay between signup and when a debit transaction clears the bank or is rejected, and that during that time a member/subscriber will have full access to my site even though the transaction may be declined or returned by the bank.
4. Currency exchange rates vary frequently, and therefore the amount of the deduction for a returned transaction may be greater than or less than the amount I received for the initial transaction.
5. CCBill will only make payments to me for those transactions for which CCBill has been paid, and that by initialing this page I hereby waive any right to try to collect from CCBill if for any reason, CCBill does not receive the funds from the service provider.
6. A fee will be assessed by CCBill on all returned debit Items. This fee incorporates fees charged by the banks and service providers, currency exchange rates and CCBill's associated costs. CCBill reserves the right to adjust this fee without notice.

Initials

Tracking ID:

Account Number (for existing clients only):

SCHEDULE 1 FEES

Visa, MasterCard, Discover, Online Check (ACH), JCB, & Dialer Fees

Fee percentage is based on gross revenues processed (Gross sales minus Refunds):

Setup Fees: None

Monthly Minimum: None

Base Rate: 14.5% (13.5% for CWIE clients)

CCBill also offers a volume discount rate based on weekly gross sales volumes for the above payment types. Volume discounts are based on the volume processed in any given week. Current discount tiers are as follows:

| Weekly Volume(\$) | Rates |
|--------------------------|--------------|
| 0 - 5,000 | 14.5% |
| 5,001 - 12,500 | 13.5% |
| 12,501 - 25,000 | 12.5% |
| 25,001 - 50,000 | 11.5% |

CCBill reserves the right to terminate this program or modify the fees at any time and at its sole discretion.

Single & Recurring Telephone Billing Fees

Fee percentage rate is based on the e-ticket price.

| E-Ticket Price | Rates |
|-----------------------|--------------|
| \$12.95 - \$16.95 | 25% |
| \$19.95 - \$25.00 | 22.5% |
| \$29.95 - \$34.95 | 20% |

CCBill reserves the right to terminate this program or modify the fees at any time and at its sole discretion.

NOTE: Sales Volumes of CCBill Single & Recurring Telephone Billing **will not** be combined with your other payment types for volume discount calculations.

Initials

Tracking ID:
Account Number (for existing clients only):

SCHEDULE 2 SECURITY DEPOSIT

Visa, MasterCard, Discover, Online Check (ACH), JCB, & Dialer Security Deposit

Security Deposit Amount: 5% of gross processing revenue

Security Deposit Time: 26 weeks (Minimum)

Single & Recurring Telephone Security Deposit

Security Deposit Amount: 10% of gross processing revenue

Security Deposit Time: 26 weeks (Minimum)

NOTE: The net amount of any and all weekly payments will be the amount of customer charges minus the margin, 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.

Initials

Tracking ID:

Account Number (for existing clients only):