

## **ONLINE MARKETING SERVICES AGREEMENT**

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of Online Marketing Services (as defined below).

### **1. Description of Service**

1.1 VPM Global Internet Services may make available for purchase, from time to time, a variety of online marketing services, including online banner advertisement creation and publication, email communication tools, registration with several World Wide Web search engines and Internet Yellow Pages Directories (as described on our Web site), search engine optimization, link building, search engine optimized press release service, search engine visibility and premium listings services (collectively, "Online Marketing Services", "Web Promotion" or "Services"), as published on the VPM Global Internet Services Web site. Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, VPM Global Internet Services agrees to provide to you the Online Marketing Services you purchase during the sign-up process. VPM Global Internet Services reserves the right to amend its Online Marketing Services offerings and to add, delete, suspend or modify the terms and conditions of such Online Marketing Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

1.2 In order to use the Services, you must obtain access to the Internet/World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet/World Wide Web, including a computer and modem or other access device.

### **2. Your Obligations.**

2.1 If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, VPM Global Internet Services has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

2.2 You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (for purposes of this Schedule, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not VPM Global Internet Services, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Online Marketing Services. VPM Global Internet Services does not control the Content posted via the Online Marketing Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Online Marketing Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will VPM Global Internet Services be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Online Marketing Services.

2.3 VPM Global Internet Services will charge you a processing fee of \$9.95 (U.S. Dollars) if you terminate or cancel an annual Hosting Services package prior to the completion of any limited money-back guarantee period for that package ("Processing Fee"). You authorize VPM Global Internet Services, in its sole discretion, to charge the credit card provided by you at the time of your purchase

or forward an invoice to you immediately upon any such termination or cancellation of an annual Hosting Services package for the amount of the Processing Fee.

2.4 In addition to all other restrictions under this Agreement and the Acceptable Use Policy, you agree to not use the Online Marketing Services to:

(a) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Online Marketing Services;

(b) upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

2.5 You acknowledge that VPM Global Internet Services does not pre-screen Content, but that VPM Global Internet Services and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, VPM Global Internet Services and its designees shall have the right to remove any content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by VPM Global Internet Services or submitted to VPM Global Internet Services.

2.6 In addition to the terms of our Privacy Policy, you acknowledge and agree that VPM Global Internet Services may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of VPM Global Internet Services, its users and the public.

2.7 You understand that the technical processing and transmission of the Online Marketing Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2.8 VPM Global Internet Services reserves the right to reject any advertisements from entities for any reason, including those products and/or advertisements deemed to be inappropriate in any way. This includes advertisements or links to pornography, violence, vulgar language, dating/personal ad sites, mp3 sites, gambling, racial/hate promotion, foreign language, etc.

**3. Fees and Payment Terms** Payment for the Online Marketing Services selected by you will be on a pre-paid basis, due and payable at the beginning of the term, and will continue billing at the beginning of any and all subsequent terms until such time as you or we terminate the Online Marketing Services. To participate in the premium listings service (the "Listings Service")(as a part of the Online Marketing Services and in particular the Performance Clicks Service further defined in Schedule Z to this Agreement), you must be an active, current VPM Global Internet Services account holder. You agree to pay us or our third party vendors for all charges incurred by your use of the Listings Service. For charges generated through the delivery of clicks to your site, you will be charged based on actual clicks and pay all charges in US Dollars. All charges are exclusive of taxes. Charges are solely based on our (or our third party vendors') click measurements. You are responsible for paying all taxes and government charges, and reasonable expenses and attorney fees we incur in any action associated with the collection of service fees. **You agree to submit any claims or disputes regarding any**

**charge to your account in writing to us within sixty (60) days of such charge otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge.**

Any one-time service fees charged to your account and any initial deposit, the value of which will be credited to your account, are non-refundable. When your funds on deposit with us fall below the minimum level for active accounts, defined as 20% of your estimated monthly click charge for the Performance Clicks Service, we will automatically bill your credit card, charge card, or debit card on file the amount equal to the minimum monthly amount (defined as your Average Daily Spend amount multiplied by 30 days), as specified by you during the Listings Service signup. We reserve the right to change the minimum level for active accounts at any time. You have the option of terminating your Listings Service at any time. Such termination of your Listings Service shall be effective at the end of your normal 30 day billing cycle, or when your funds on deposit are exhausted. At time of notice of termination, we reserve the right to allocate any or all of your available funds to any outstanding charges or fees due us. Upon the effective date of termination, your listings will be removed from the search engines.

**4. Your License.** VPM Global Internet Services grants you a personal, non-transferable and non-exclusive right and license to use on a single computer the object code of any software provided to you by VPM Global Internet Services in connection with the Online Marketing Services ("Software"); provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Online Marketing Services. You agree not to access the Online Marketing Services by any means other than through the interface that is provided by VPM Global Internet Services for use in accessing the Online Marketing Services.

**5. Suspension and/or Termination.** If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy, VPM Global Internet Services may, in its sole and exclusive discretion, suspend or terminate your Online Marketing Services immediately and without notice to you. Online Marketing Services Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Services fees that accrue during the period of suspension.

**6. Specific Restrictions.** In certain instances involving the Online Marketing Services, VPM Global Internet Services will perform industry research in order to provide keyword phrase choices to you. The keyword research stage (where applicable) will include no more than three rounds of research by VPM Global Internet Services and you will be contacted via e-mail with recommended keyword phrases. You may suggest additional keyword phrase research during these three rounds of research. During the keyword research phase, VPM Global Internet Services will contact you via email with information that will require a response. Response will be necessary for the project to move forward in a timely manner. If a response is not received from the client for more than 60 days, the optimization project is considered "abandoned" and payment is surrendered in full. You acknowledge and agree that you have the sole authority and responsibility to choose and approve the final keyword phrases. VPM Global Internet Services will not conduct any type of intellectual property review or analysis of recommended keyword phrases and will further conduct no review of any third party rights to recommended keyword phrases. You agree it is entirely your responsibility and obligation to conduct an analysis of any recommended keyword phrases to determine whether any other party may have any type of rights to the recommended keyword phrases. VPM Global Internet Services will not be held liable for any claims arising out of your choice or lack thereof of recommended keyword phrases. You agree that you assume all risks for trademark infringement,

brand infringement, intellectual property infringement or other claims based on your choice of keyword phrases. Any tutorial that is provided on a 30-minute or 60-minute basis as a part of the Online Marketing Services is for information purposes only. These tutorials are one time only and if the tutorial is cut short for any reason by you prior to the end of the 30-minute or 60-minute session no continuation of the tutorial is permitted. VPM Global Internet Services has the right to terminate the tutorial at the end of either the 30-minute or 60-minute session. VPM Global Internet Services may also terminate any tutorial if a Customer is abusive, makes threats, indicated that the Customer is involved in unlawful activity or poses a risk in any way to VPM Global Internet Services.

**7. Web Promotion Content and Added Content.** Customer takes full responsibility for all content suggested or supplied to VPM Global Internet Services for inclusion on web document(s), advertisement(s) or any form of media. Customer is held legally liable for the supplied content. Customer agrees to abide by all local, state, national, and international laws including, but not limited to, trademarks, patents and copyrights. Customer agrees to all content created by VPM Global Internet Services to be hosted on customer's website for the purposes of achieving increased search engine visibility. Customer agrees once the Services begin, additional content will be added to the site by VPM Global Internet Services and code will be adjusted to optimize for search engines. Any requested changes to graphics, text, web pages, and forms or any other requests extending outside of the scope of the project (as defined in the pricing plans) will not be included or considered without advanced payment of \$100/ hour. Customer gives VPM Global Internet Services full authority as a part of this service to create, add, delete, revise or upload content, including approved keywords, onto the Customer's site in order to optimize your site for search engines.

**8. Changes and Alterations to Customer Websites.** In order to keep your website ranking in top positions or to develop, create and build links we must have full FTP access (read/write permission) to the web site server during the guarantee period. This will allow us to make any necessary changes to the site in the event of a search engine algorithm shift. You agree to allow VPM Global Internet Services to perform a complete analysis of your site, including, but not limited to, its code, text and links. You further agree that VPM Global Internet Services may make adjustments as needed to enable the site, code, text or links to be located by search engines. VPM Global Internet Services will make an effort to work with you to notify you of any modifications, adjustments or additions that are made to your site during this process.

We must have the ability to optimize the layout and keyword density of your web pages. If you plan to make any significant design changes to your site within six months of your Online Marketing Services (optimization) order, you must notify VPM Global Internet Services before work commences. If VPM Global Internet Services is not notified, a charge may be applied for any update of custom pages that you make and your guarantee may be voided.

**9. Feedback.** Customer agrees to provide via email to VPM Global Internet Services approval of the keyword phrase list within seven (7) days. If feedback is not received by VPM Global Internet Services within seven (7) days, you agree that VPM Global Internet Services reserves the right to finalize recommended keywords and VPM Global Internet Services will not be held liable for any claims that may arise from the finalization of the keyword phrases or any additional costs required to extend the project timeline. You understand and agree that your failure to respond to the e-mail that contains the recommended keyword phrase list within the seven (7) day period is considered an approval of the recommended keyword phrase list thereby giving VPM Global Internet Services the authority to submit and optimize your site with such keyword phrase(s) contained on the list.

**10. Links.** You give VPM Global Internet Services full authority and rights to your website in order to develop appropriate links, including but not limited to, the text, content and placement of links on your site. You give VPM Global Internet Services the right to establish an e-mail account on your behalf for

the purpose of communicating with third parties in order to place links to your site on third party sites. You also give VPM Global Internet Services the full authority to contact third parties by any means to place links on third party sites. Customer agrees that links that are established by use of the Services on third party sites may be removed or deleted by third parties. It is VPM Global Internet Services intention when it places links on third party sites for those links to be permanently placed on such third party sites, but VPM Global Internet Services can not control the actions of third parties that may remove or delete a link that VPM Global Internet Services has placed. Customer expressly agrees that VPM Global Internet Services has no liability and no responsibility for links to a Customer's site that are removed or deleted by third parties on third party sites. VPM Global Internet Services disclaims all liability for any and all claims that may arise against Customer or a third party as a result of a link or the text of a link that is on any site on the internet or that has been placed on a site as a part of the Services. Customers understands and agrees that VPM Global Internet Services will not conduct any type of intellectual property search, including trademarks or copyrights, as a part of the Services and therefore Customer assumes all risks related to intellectual property infringement or violation of any third party's rights.

The link building package of the Online Marketing Service can be either a monthly or annual service. The monthly package is an automatically recurring service that must be cancelled before the next billing period to end further service. Once billing occurs, the monthly service will begin. Any link building package that is a part of the Online Marketing Service can be cancelled during an active month of service. That cancellation will then occur when that active month is complete. The link building package of the Online Marketing Service is non-refundable, with the exception of special circumstances as determined by VPM Global Internet Services.

The set up fees for the link building package of the Online Marketing Service are billed at the time of purchase. Once the set up is complete, the monthly or annual service begins immediately. If you have an active VPM Global Internet Services account, you will be billed pro-rated from the date of monthly service to the date of the next billing cycle. If you are creating a new VPM Global Internet Services account, upon the set up completion date you will be billed in full for the first month of the Service.

The link building guarantee is a month to month guarantee. The guarantee is only for links that are placed within a twelve (12) month period of time. For example, the maximum number of links that will be guaranteed for a Basic package (2 links a month) is twenty-four (24) links for a customer who purchases this package for twelve (12) or more consecutive months. Failure by VPM Global Internet Services to meet the link building guarantee in one particular month will result in a refund for the Customer, if so requested within a seven (7) day period of time after the end of the month, for only the month that the link building guarantee was not met and for the number of links that were not placed. If a Customer does not request a refund within the seven (7) day period of time, the links that were not placed will be carried over to the next month. The first set of links is guaranteed to be placed within approximately 8 weeks of the start of monthly service. Any additional guaranteed links thereafter will be placed within 4 weeks after the first set of links are placed.

**11. Press Releases.** As a part of the press release service for Online Marketing Services you agree to work with VPM Global Internet Services, answer any questionnaires that may be sent to you regarding your site and also permit a full analysis of your site in order for a press release to be written. Upon finalization of the press release, VPM Global Internet Services will submit the press release to certain major internet news sites and will work to distribute the press release through PR Web. The press release service is dependant on various third parties and VPM Global Internet Services is not in any way responsible for the failure of these third parties to perform in their responsibilities.

**12. Refunds and Guarantees.**

12.1 Due to the nature of the Online Marketing and Web Promotion Service Industry, VPM Global Internet Services cannot offer guarantees for a majority of its Online Marketing Services and, as such, all payments are nonrefundable. Refunds to Online Marketing Services are only provided in limited instances where the guarantee has not been met on a guaranteed service; the Customer has taken all actions consistent with this Agreement and has not taken any action that would void the guarantee. The following conditions, among others, apply to any VPM Global Internet Services guarantee related to Online Marketing Services:

For applicable optimization packages, VPM Global Internet Services guarantees a minimum number of top ten listings across 12 search engines within 10 months from completion date. Most engines will index your site in about three (3) months, but it takes time to gain popularity and ranking. The search engines included are: AOL, AlltheWeb, AltaVista, AskJeeves, Google, Hotbot, IWon, Looksmart, Lycos, MSN, Netscape, and Yahoo! The minimum number of top ten listings guaranteed is 5 for the 20 keyword phrase package, 10 for the 30 keyword phrase package and 20 for the 50 keyword phrase package. For applicable optimization packages, this guarantee is only valid for top ten listings across the major search engines listed above for keyword phrases researched by our team. VPM Global Internet Services does not guarantee sales or traffic. This will depend on the demand for your product or service, design and layout of site, and many other factors that are beyond our control. The guarantee provided for website optimization packages is based upon the company's most diligent efforts to deliver top search engine rankings. Your selection of keyword phrases that are competitive phrases may void the guarantee.

The web is very unpredictable and dynamic. For this reason, Services are provided on a best-efforts basis. In no event will VPM Global Internet Services will be liable for any damages, for any cause, arising from provided services, including any lost profit, lost savings, or other incidental or consequential damages, even if another party has advised VPM Global Internet Services of the possibility of such damages, or for any claim.

Customers who receive completed services will not be eligible for a refund in any manner. This includes optimizations, press releases, link building, search engine visibility, other Online Marketing Services, consultations and monthly maintenance services. There is no refund on work performed once completed.

Any web site downtime of one day or more voids any guarantee because search engines will remove your listing if they cannot find your site. Cloning your web site after the promotion has been uploaded will void the guarantee because search engines penalize and ban sites for this practice. Any website that is all Flash, contains frames/layers or adult content is not eligible for the guarantee.

You may need to use multiple domains for commonly misspelled versions of your domain name, or for other good domain names that you do not want your competitors to get. The only way to point multiple domains to the same website in a search engine friendly manner is through a 301 redirect. If you have purchased multiple domains and simply redirect them to the same IP address (website) without using a 301 redirect, this is usually considered by the search engines to be spam because you're trying to index multiple website domain names that point to the same physical content on the server. Doing this will risk a duplicate content penalty in the major search engines.

From a search engine perspective, 301 redirects are the only acceptable way to redirect URLs. If VPM Global Internet Services finds that you are not using a 301 redirect to accomplish this task, the guarantee will be voided. Search engines will index only your site's main URL, but will transfer link popularity from the additional domains to the main one.

12.2 VPM Global Internet Services' Online Marketing Services do not include the paid submission fees that some search engines charge for inclusion. We are not affiliated with these submission services in any way. You may opt to pay these fees directly to the search engine for inclusion.

12.3 The link building program and press release services are not available for certain types of sites including pharmacy sites, gambling sites and adult sites. VPM Global Internet Services reserves the right to decline any or all services to any site based upon site content.

In order for VPM Global Internet Services to provide the best possible search engine optimization services, we need to work together as a team. You agree that you will let us know if you make any changes to your website pages, especially the homepage. As the entrance to your site, this page is critical. You agree to inform us of any substantial edits or changes to your site within two days. This guarantee is void if our work is altered without our knowledge. Search engine optimization fees to repair altered pages are billed at \$100 per hour.

12.5 The Press Release service requires a response via email from the client before the project can begin. If a response is not received from the client for more than 30 days, the service will be considered cancelled with no refund and the guarantee will be voided.

**13. Time Constraints.** Unless otherwise specified in writing by VPM Global Internet Services, all projects will be considered completed upon delivery of the completion notification email. Any additional work will be considered out of the scope of the initial project and subject to hourly charges.

**14. Set-up Fees.** There are set-up fees related to the Services that are non-refundable. These and other set-up fees are required as VPM Global Internet Services often must pay for services, software, hardware or labor up front as soon as a Customer purchases the Services.

**15. Additional Fees.** Customer agrees that any additional assistance with the Services will be billed by VPM Global Internet Services to the Customer at the rate of \$100/hour. Customer also agrees to pay \$100/hour for any changes, modifications, updates, and optimization alterations that exceed the scope of the project.

**16. Search Engine Visibility.** In addition to the other terms of this Agreement and this Schedule U, Customers who purchase the Search Engine Visibility package of the Online Marketing Service agree to provide their Google API key to VPM Global Internet Services for optimization and ranking purposes. Customer understands and agrees that as a part of this package VPM Global Internet Services will offer applications such as Wordtracker and other related functionality that will generate or recommend keyword phrases that the Customer may consider using. Customer agrees not to abuse such applications, like Wordtracker, by submitting multiple repeated requests. VPM Global Internet Services reserves the right to terminate, suspend, revoke or cancel access to these and other applications if the Customer abuses them in any way. Customer also acknowledges and agrees that VPM Global Internet Services or any of its partners do not perform any type of intellectual property search or screen on any recommended keyword phrases. Consequently, Customer accepts that it assumes all risk and liability for using recommended keyword phrases that are generated through Wordtracker or other related applications or are otherwise recommended by VPM Global Internet Services. VPM Global Internet Services is not responsible for any claims by any parties involving Customer's use of recommended keywords that may be in violation of any third party's rights (including intellectual property rights). Customer agrees that it will respond to VPM Global Internet Services within seven (7) days when VPM Global Internet Services provides the Customer via e-mail a list of recommended keyword phrases and submission information and configuration settings. If Customer does not respond within seven (7) days from the day that VPM Global Internet Services sent the e-mail, Customer's list of recommended search terms and submission information

(including configuration settings) will be deemed to be approved by the Customer (the "Deemed Approval"). Upon an approval or a Deemed Approval, Customer expressly authorizes VPM Global Internet Services to submit the Customer's site to search engines and/or directories and to set the Customer's site for automatic re-submission to search engines and/or directories at a frequency determined by VPM Global Internet Services and such frequency shall be based upon our knowledge of search engines and directories. Customer expressly understands that the list of search engines and directories to which VPM Global Internet Services submits Customer's site may change at any time and therefore Customer expressly authorizes VPM Global Internet Services to change search engines and/or directories for submission purposes when the need may arise. Any liability that may result from a Customer's failure to respond within seven (7) days or any such subsequent Customer approval or Deemed Approval is solely the responsibility of the Customer, including but not limited to, intellectual property claims regarding the use of recommended keyword phrases. VPM Global Internet Services is not responsible for any errors, omissions or other issues that may arise from the submission of Customer's site to any search engine or directory. If Customer does not want VPM Global Internet Services to submit the Customer's site for any reason, Customer must notify VPM Global Internet Services by telephone prior to either an approval or Deemed Approval. For any Search Engine Visibility package(s), Customers on monthly payment terms will be billed the monthly fee in one of the following situations: (1) on the day that submission configuration is approved by Customer; (2) seven (7) days after your submission configuration is uploaded for approval in Account Manager and e-mailed to the Customer, or (3) at thirty (30) days after purchase of the service, whichever event occurs first. This method of billing will apply to all Customers whether or not a Customer's Web site is live.