

General Terms and Conditions
(Terms of Use and Infopia Service Level Agreement Attached)

The following General Terms and Conditions are in addition to the terms appearing on the User Agreement Order Form, User Agreement Payment Information Form, and the Service Description attached thereto, as well as the Terms of Use appearing at www.infopia.com (collectively, the User Agreement Order Form, User Agreement Payment Information Form, Terms of Use and these General Terms and Conditions, the “*Agreement*”), including all subsequent modifications to this Agreement as may be made by Infopia, Inc. (“*Infopia*”).

1. Background

Infopia provides an on-demand eCommerce platform (known as Transact™) (the “*eCommerce Platform*”), that integrates into, among others, Customer websites (“*Customer Websites*”), payment gateways, shipping providers and third party online marketplaces (“*Third Party Marketplaces*”). Infopia also provides implementation services (“*Implementation Services*”), training services (“*Training Services*”), help desk services (“*Help Desk Services*”), and optional professional services (“*Optional Services*”), together with the Implementation Services, Training Services and Help Desk Services, the “*Services*”). Customer desires to acquire from Infopia, and Infopia desires to grant to Customer, the right to use the eCommerce Platform for use in supporting Customer’s on-line business operations, subject to the limitations in this Agreement.

2. Right to Use

Infopia hereby grants Customer a non-transferable and non-exclusive right to use the eCommerce Platform for the purposes described in this Agreement and in accordance with the terms and conditions of this Agreement and for no other reason. The Customer shall grant access to the eCommerce Platform only to employees or contractors who are subject to confidentiality and intellectual property protections substantially similar to those in this Agreement protecting Infopia’s Confidential and Proprietary Information.

Customer’s right to use the eCommerce Platform will continue unless and until terminated by (a) Customer in accordance with the terms of this Agreement or (b) Infopia if Customer fails to comply with any term or condition of this Agreement.

3. Obligations of Infopia

3.1. Infopia will provide for Customer, during the term of this Agreement, online access to the eCommerce Platform through an Internet Explorer web browser.

3.2. Infopia will provide the eCommerce Platform, Implementation Services, Help Desk Services, and Optional Services to Customer and its employees as set forth in the User Agreement Order Form, the User Agreement Payment Information Form, the Service Description on Infopia’s web site at www.infopia.com, these General Terms and Conditions, and any separate Statement of Work for Optional Services.

4. Obligations of Customer.

4.1. Customer will provide Infopia with the personal, company and product information (the “*Registration Information*”) necessary to use the eCommerce Platform and to list and sell products (the “*Products*”) online. Customer acknowledges that disclosure of all or some of the Registration Information will be required in connection with registration and listing of Products on Third Party Marketplaces and expressly authorizes the automatic disclosure of all or some of the information by Infopia via the eCommerce Platform for such purposes.

4.2 Customer is solely responsible for fulfilling orders for Customer Products received through Transactions (as defined in Section 5.6 below) effected online and on Third Party Marketplaces and for complying with any applicable fulfillment guidelines imposed by such Third Party Marketplaces.

4.3. If for any reason Customer is unable to ship a purchased Product after the close of any Transaction, Customer must promptly provide a full refund directly to any purchaser of a Product (“*Purchaser*”) who has previously remitted payment for that Product to Customer.

4.4. It is Customer’s responsibility to verify the accuracy of the Product information presented on the Customer Websites and to examine postings on Third Party Marketplace sites within 24 hours of posting in order to verify the accuracy of the information posted there.

4.5 Marketing fees are charged directly by individual Third Party Marketplaces/third party services and are not included in Infopia pricing. Participation in any and all Third Party Marketplaces/third party services is optional.

4.6 The success of the project depends on close cooperation between Customer and Infopia. To the extent Implementation Services are purchased by Customer, Infopia will assist with setting up Customer on the eCommerce Platform; provided, however, that Customer is responsible for supplying in a timely manner all necessary information requested by Infopia. Customer responsibilities include: (i) providing a technical liaison to Infopia; (ii) completing system setup checklists; and (iii) timely turn around response time of 48 hours for decisions, implementation requests, etc., unless otherwise agreed to by Infopia and Customer.

4.7 Customer agrees that it will not, and will not permit its personnel, both during or after the Term (as defined in Section 9.1 below) of this Agreement, to participate directly or indirectly in the communication (including by blogging or any other means) of any disparaging information or statements about Infopia (including regarding any affiliates, products, officers, directors, or past or current employees) generally and to any of the past, current or future competitors, customers, clients, suppliers, employees, agents, representatives, or officers or directors of Infopia.

5. Fees and Payment Terms

5.1. Customer shall pay all Infopia fees as set forth in the User Agreement Order Form and the User Agreement Payment Information Order Form. If additional eCommerce Platform

modules or Services, which are not included in the User Agreement Order Form, are ordered by Customer, such additional items will be subject to mutual written agreement, and there may be additional Monthly/Annual Fees, additional Transactional (as defined in Section 5.6 below) fees, and/or additional Services Fees pursuant.

5.2. Billing and payment shall be in accordance with the User Agreement Order Form and User Agreement Payment Information Form.

5.3 Customer agrees to pay any sales, use, business, occupation, value-added, excise or similar tax not based on Infopia's net income, and shall be responsible for the collection and withholding of these taxes. Customer and the Purchaser are responsible for determining whether sales or use taxes apply to any Transactions (as defined in Section 5.6 below), in which they participate, and to collect, report and remit the correct tax to the appropriate tax authority. Infopia assumes no responsibility for determining whether sales or use taxes apply, or for collecting, reporting, or remitting any sales or use taxes arising from any Transaction between Customer and any Purchaser.

5.4. All payments made to Infopia shall be in U.S. dollars (\$) and shall be made without deductions based on any sales, use, value-added or other taxes or withholdings. Payment of any fees due hereunder is not subject to set-off for any claims against Infopia.

5.5. Any amount not paid when due shall be subject to a late payment fee equal to the lesser of one and one-half percent (1.5%) of the unpaid amount per month or the maximum rate allowed by applicable law. Failure to pay invoices when due will result in past due notification messages in the eCommerce Platform, usage restrictions, suspension or termination of access to the eCommerce Platform and Services.

5.6 A "**Transaction**" is defined as (i) any completed shopping cart containing storefront purchased items or (ii) any completed Marketplace Auction, Fixed-Price (Store), or Live Auction listing that closes with a winning bidder.

6. Warranty Disclaimers

6.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE eCOMMERCE PLATFORM AND THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. INFOPIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INFOPIA MAKES NO WARRANTY THAT (i) CUSTOMER'S USE OF THE eCOMMERCE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (ii) THE QUALITY OF THE eCOMMERCE PLATFORM OR SERVICES PURCHASED OR ACCESSIBLE BY CUSTOMER WILL MEET CUSTOMER'S EXPECTATIONS; OR (iii) ANY ERRORS OR DEFECTS IN THE eCOMMERCE PLATFORM OR SERVICES WILL BE CORRECTED.

6.2 INFOPIA'S WEBSITE MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. INFOPIA MAY MAKE

CHANGES TO ITS WEBSITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SOLUTION OR SERVICES LISTED, AT ANY TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE. THE INFOPIA WEBSITE MAY BE OUT OF DATE, AND INFOPIA MAKES NO COMMITMENT TO UPDATE THE WEBSITE.

7. Infopia's Potential Liability is Limited

INFOPIA WILL NOT BE RESPONSIBLE FOR LOST SALES OR PROFITS DUE TO INFOPIA'S FAILURE TO PROPERLY POST CUSTOMER'S ITEMS FOR SALE OR TO PROPERLY CONVEY PRODUCT INFORMATION TO THIRD PARTY MARKETPLACE SITES. FURTHERMORE, INFOPIA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO (A) THE eCOMMERCE PLATFORM, CUSTOMER WEBSITES, THIRD PARTY MARKETPLACES OR THE SERVICES, (B) CUSTOMER'S INABILITY TO USE THE eCOMMERCE PLATFORM, CUSTOMER WEBSITES, THIRD PARTY MARKETPLACES OR THE SERVICES, (C) THOSE RESULTING FROM ANY GOODS OR SERVICES OBTAINED THROUGH CUSTOMER'S USE OF THE eCOMMERCE PLATFORM, CUSTOMER WEBSITES, THIRD PARTY MARKETPLACES OR THE SERVICES OR (D) TRANSACTIONS ENTERED INTO VIA USE OF THE eCOMMERCE PLATFORM, CUSTOMER WEBSITES, THIRD PARTY MARKETPLACES OR THE SERVICES. IN ANY EVENT, INFOPIA'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL MONTHLY FEE CUSTOMER HAS PAID TO INFOPIA DURING THE LAST ONE (1) MONTH PRIOR TO THE DATE ON WHICH THE CLAIM ARISES.

8. Indemnification.

8.1 Customer agrees to defend, indemnify and hold Infopia, its subsidiaries, affiliates, officers, directors, shareholders, customers, suppliers, service providers, agents, and employees harmless from and against any claim or demand, including reasonable costs and attorneys fees, by any third party arising out (i) a third party suffering injury, damage or loss resulting from Customer's use of the eCommerce Platform, Customer Websites, Third Party Marketplaces or Services (other than any claim for which Infopia must indemnify Customer as set forth below); or (ii) Customer's breach or violation of this Agreement, the terms and conditions of any Third Party Marketplace site, any applicable laws or regulations, or the rights of any third party.

8.2 Subject to Customer's indemnification obligations above, Infopia agrees to defend, indemnify and hold Customer and Customer's subsidiaries, affiliates, officers, directors, shareholders, customers, suppliers, service providers, agents, and employees harmless from and against any claim or demand, including reasonable costs and attorneys fees, which may be due to any third party arising out of a claim that the eCommerce Platform or Services infringe or misappropriate the intellectual property rights of any third party, provided that Infopia shall have no liability or obligation to indemnify Customer to the extent that such third-party claims are based on (i) use of the eCommerce Platform or Services in a manner that violates this Agreement or the instructions given to Customer by Infopia or (ii) information, instructions or requests

provided by Customer to Infopia and/or used by Customer in connection with the eCommerce Platform or the Services.

8.3 The indemnifying party's obligations under this Section are contingent upon: (a) the indemnified party providing prompt written notice of a claim to the indemnifying party; (b) the indemnified party providing reasonable cooperation to the indemnifying party, at the indemnifying party's expense, in the defense and settlement of such claim; and (c) the indemnifying party having sole authority to defend or settle such claim.

8.4 In the event that Infopia's right to provide the eCommerce Platform or Services is enjoined or in Infopia's reasonable opinion is likely to be enjoined, Infopia may obtain the right to continue providing the eCommerce Platform or the Services, as applicable, replace or modify the eCommerce Platform or the Services so that they become non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer.

9. Term and Termination

9.1 The Agreement becomes effective as of the Effective Date set forth in the User Agreement Order Form, when both parties have signed the User Agreement Order Form. This Agreement will remain in full force after the first monthly/annual billing date for the number of months or years specified under the Length of Contract section (the "**Initial Term**") of the User Agreement Order Form. This Agreement will also automatically renew for successive one year terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless one party gives the other party sixty (60) days prior written notice before the end of the current term of this Agreement of its election not to renew this Agreement.

9.2 Customer may terminate this Agreement upon sixty (60) days written notice if Infopia fails to substantially perform its material duties and obligations under this Agreement and does not cure such failure within such sixty (60) day notice period.

9.3 Infopia may terminate this Agreement and the provision of the eCommerce Platform or Services, for Customer's failure to pay, or for other non-fulfilled Customer responsibilities.

9.4 The following provisions of this Agreement shall survive any termination of this Agreement: 4-13 and the Terms of Use (except for Section VI and Exhibit A thereto).

10. Compliance with Law; Reservation of Certain Rights.

The eCommerce Platform may only be used for lawful purposes and in a lawful manner. Customer agrees to comply with all applicable laws, statutes, and regulations. Infopia reserves the right to monitor any activity and content associated with the use of Infopia's eCommerce Platform and Services. Infopia may investigate any reported policy violations or complaints and take any action Infopia deems appropriate. Infopia reserves the right to report any activity that may violate any law or regulation to appropriate law enforcement officials, regulators, or other third parties. Infopia also reserves the right to access and disclose any information relating to Customer's use of the eCommerce Platform or Services, if in Infopia's sole discretion, accessing or disclosing such information is necessary or appropriate in order to comply with any governmental request, protect Infopia's reputation, or to protect Infopia against potential liability.

11. Limitations

11.1 In providing the eCommerce Platform, Infopia is not involved in the actual transaction between Customer and any Purchaser or with any third party with whom Customer interacts while using the eCommerce Platform (each a "**Third Party**"). Infopia is not Customer's agent or the agent of any Purchaser or Third Party for purposes of effecting transactions on the Customer Websites, the Third Party Marketplace sites or for any other reason.

11.2 Infopia has made arrangements with third-party providers, or facilitates Customer making arrangements with third-party providers, that provide a number of the services described in this Agreement. Infopia is under no obligation with respect to such services and does not guarantee the performance, availability, and appropriateness of such services.

11.3 Infopia does not have control over the quality, safety or legality of the items advertised on the Customer Websites or Third Party Marketplace sites, including Customer's Products, or the accuracy or completeness of any advertising or other product-related information. Because Infopia does not control the information provided by or to the Customer Websites or Third Party Marketplace sites, Infopia disclaims all liability for offensive, harmful, inaccurate, or deceptive information that Customer may provide to Third Parties or that Third Parties may provide to Customer. By engaging in transactions on the Customer Websites and/or Third Party Marketplace sites, Customer assumes all risks associated with conducting business with or otherwise interacting with the Customer Websites, Third Party Marketplace sites, Purchasers, and Third Parties, including the risk that Purchasers or Third Parties may be foreign nationals, minors or people acting under false pretenses, and including without limitation fraud and credit card or identity theft.

11.4 Customer may not use the eCommerce Platform to list items on the Customer Websites or with Third Party Marketplace sites and to provide such sites with Product-related content, if the Product or the content: (i) is prohibited by the Customer Websites or Third Party Marketplace sites, (ii) infringes on any third-party intellectual property rights or other proprietary rights, (iii) constitutes libel or slander or is otherwise defamatory, or (iv) is counterfeited, illegal, stolen, or fraudulent.

11.5 Because Infopia is not involved in or responsible for the actual Transaction between Customer and any Purchaser or Third Party, and because Infopia is not Customer's agent nor the agent of any Purchaser, Third Party, or Third Party Marketplace site, Infopia will not be involved in resolving any disputes between Customer and any Purchaser, Third Party, or Third Party Marketplace site.

12. General Provisions

12.1 Infopia Property. The eCommerce Platform, Infopia's website, Services, and the tools used by Infopia to create Customer Websites, and all intellectual property rights therein or relating thereto, are and shall remain the exclusive property of Infopia or its licensors.

This Agreement grants no rights to copy, modify, distribute, use for the benefit of third parties, as a service bureau or otherwise, sublicense, or create derivative works of the eCommerce Platform or Services or to disassemble, decompile, reverse engineer, or otherwise derive the source code of the eCommerce Platform or

Services in any manner. In addition, you agree not to use any data mining, robots or similar data gathering and extraction methods in connection with the eCommerce Platform or the Infopia website.

The trademarks, logos and service marks ("**Marks**") displayed on the Infopia website and/or the eCommerce Platform are the property of Infopia or other third parties. You are not permitted to use the Marks without the prior written consent of Infopia or such third party that may own the Marks. You may not remove Infopia logos, privacy statements, trademarks, or user Agreements from the Infopia website or the eCommerce Platform without prior written consent. Among others, "Infopia" and the Infopia logo are trademarks of Infopia.

12.2 Confidential and Proprietary Information. Each party acknowledges and agrees that any and all information emanating from the other party's business and not publicly known (provided that there is no exception if publicly known through fault of the receiving party), including, without limitation, the contents of this Agreement, the eCommerce Platform, technology formulas, methodologies, marketing or product data, customer names, sales information, revenue, costs and other unpublished financial information and product plans, is confidential and proprietary information (the "**Confidential and Proprietary Information**"). Each party agrees to hold the other party's Confidential and Proprietary Information in confidence and to take all necessary precautions to protect such Confidential and Proprietary Information, not to divulge any such Confidential and Proprietary Information to any third person with the exception of Third Party specific data which may be disclosed to the Third Party, and not to copy or reverse engineer or attempt to derive the composition or underlying information of any such Confidential and Proprietary Information. Each party agrees that it shall not use the other party's Confidential and Proprietary information except as expressly permitted herein, provided that Infopia reserves the right to use the data derived from systematic transaction monitoring in conjunction with data derived from all other customers to determine buying trends and product category information and provide such buying trends and product category information to other Infopia customers as a part of an Infopia services offering.

12.3 Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be sent to the addresses set forth the User Agreement Order Form or delivered in person. The notices shall be deemed to have been given upon: (a) the date actually delivered in person; (b) the day after the date sent by overnight courier; or (c) three (3) days following the date such notice was mailed by first class mail. Notices may be confirmed by email or fax.

13. Miscellaneous.

13.1 Governing Law; Dispute Resolution. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Utah without regard to its principles of conflicts of laws or the United Nations Convention on the International Sale of Goods. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in Salt Lake City, Utah. Infopia and you hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.

13.2 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of

its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, sabotage, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of G-d, war, terrorism, governmental action, embargos, labor conditions, or interruption or delay in telecommunications or third party services (including DNS propagation), earthquakes and material shortages (each a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

13.3 Equitable Relief. Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

13.4 Assignment. Neither party may assign or transfer this Agreement, in whole or in part, without the other party's prior written consent except in the event of a Change of Control (as defined below). Any attempted assignment or transfer in violation of this Section will be null and void. "**Change of Control**" means, with respect to a party: (a) the direct or indirect acquisition of either (i) the majority of voting stock of such party or (ii) all or substantially all of the assets of such party, by another entity or person in a single transaction or a series of transactions; or (b) the merger of such party with or into another entity resulting in the pre-merger stockholders owning less than a majority of the shares of the resulting entity. Subject to the foregoing restrictions, this Agreement shall inure to the benefit of the successors and permitted assigns of the parties. This Agreement shall be binding upon the successors and assigns of the parties.

13.5 Severability. If any provision of this Agreement is held to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement will be valid and enforceable to the maximum extent possible.

13.6 No Third Party Beneficiary. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

13.7 No Waiver. The waiver by Infopia of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

13.8 Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous Agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

13.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

Terms of Use

I. General

Infopia provides an on-demand eCommerce platform (known as Transact™) (the “*eCommerce Platform*”), that integrates into, among others, Customer websites (“*Customer Websites*”), payment gateways, shipping providers and third party online marketplaces (“*Third Party Marketplaces*”). Infopia also provides implementation services (“*Implementation Services*”), training services (“*Training Services*”), help desk services (“*Help Desk Services*”), and optional professional services (“*Optional Services*”, together with the Implementation Services, Training Services and Help Desk Services, the “*Services*”).

Access to and use of the eCommerce Platform and Services is governed by these Terms of Use as may be modified by Infopia from time to time and by the User Agreement Order Form, User Agreement Payment Information Form, and the attached Services Description, all of which are signed upon purchase of the eCommerce Platform and Services, and the General Terms and Conditions to which these Terms of Use are attached (these Terms of Use, the User Agreement Order Form, the User Agreement Payment Information Form, the Service Description and the General Terms and Conditions are collectively referred to herein as the “*Agreement*”; capitalized terms used in these Terms of Use and not defined in these Terms of Use shall have the meanings described in the Agreement) .

Your access and use of the eCommerce Platform and the Services will be subject to the most current version of the Terms of Use posted on the Infopia website at the time of such use. By accessing or using the eCommerce Platform or the Services, you indicate your assent to be bound by these Terms of Use. If you do not agree to all of the terms and conditions contained in these Terms of Use, do not access or use the eCommerce Platform or Services.

II. Changes

Infopia reserves the right to change any information, features and functions of the eCommerce Platform and Services without prior notice. Infopia may deny you access to all or part of the eCommerce Platform or Services without prior notice if you engage in any conduct or activities that Infopia determines, in its sole discretion, violate the Agreement, the rights of Infopia or any third party, or is otherwise inappropriate.

III. Links to Third Party Sites

The Infopia Website and/or the eCommerce Platform may include links that will take you to third party websites (“*Linked Sites*”). The Linked Sites are provided by Infopia to you as a convenience and the inclusion of the links do not imply any endorsement by Infopia of any Linked Site. Infopia has no control of the Linked Sites and you therefore acknowledge and agree that Infopia is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site.

IV. Privacy

The following applies in addition to the related provisions in the General Terms and Conditions. The name, address, payment and other registration information (“*Registration Information*”) you provide to Infopia, together with information regarding the manner in which you use the eCommerce Platform, will not be disclosed by Infopia except as necessary to carry out the terms and conditions of this Agreement or (a) to comply with law or legal process served upon Infopia, (b) to protect and defend Infopia’s rights or property or those of Infopia’s users, (c) to protect the personal safety of Infopia’s users or the public, or (d) if, in Infopia’s sole discretion, we believe that it is necessary to disclose any Registration Information in order to avoid exposure to civil or criminal liability or public ridicule, or to avoid damage to Infopia’s business or reputation. By entering this Agreement and using the eCommerce Platform, you agree that Infopia may gather and use in any manner desired, including but not limited to for providing to other customers, information describing the habits, usage patterns or demographics of Infopia’s users as a group (“*Usage Information and Statistics*”). You further acknowledge and agree that Infopia will exclusively own all Usage Information and Statistics and that you have no right to such information except as Infopia may determine in our sole discretion.

V. Service Usage; Prohibited Acts

A. Service Usage. You represent, warrant, and covenant that you will use the Infopia eCommerce Platform and Services only in compliance with these Terms of Use, the User Agreement Order Form, the User Agreement Payment Information Form, the Service Description and the General Terms and Conditions, Infopia published policies, and all applicable laws and regulations (including but not limited to those related to spamming, privacy, obscenity, or defamation).

B. Prohibited Acts. You will not and will not allow your agents to do any of the following:

(i) Knowingly spread viruses, create massive bandwidth-consuming data, or cause excessive or unwanted traffic or resource consumption on the network upon which the Infopia eCommerce Platform or a Third Party Marketplace is hosted including, without limitation, by sending unsolicited mass mailings outside your company or organization, mail bombing, flooding, spamming, overloading, or crashing;

(ii) Willfully tamper with the security of the network and/or systems used by Infopia or a third party to host the Infopia eCommerce Platform or a Third Party Marketplace or tamper with other customer accounts of Infopia or a Third Party Marketplace, access data not intended for you, log into a server or account that you are not authorized to access, attempt to probe, scan or test the vulnerability of any system or the network or to breach the security or authentication measures without proper authorization;

(iii) Willfully render any system unusable;

(iv) Knowingly post, upload or otherwise transfer to or via Infopia's or a third party's servers or lines by any means, including but not limited to web page content, linked web pages, e-mail or file transfer protocol, any document, image, communication or other transmission which (1) infringes the copyrights, patents, trade secrets, trademarks, trade name or other proprietary rights of a third party; (2) is harmful to minors, is obscene or constitutes pornography or violates any applicable law including, without limitation, any law relating to privacy or data protection; or (3) is defamatory.

VI. Service Suspension/Maintenance. Infopia may, from time to time, suspend service for a short period of time for routine maintenance or database reorganization on Infopia's server. When reasonably possible, Infopia will give you two (2) working days advance notification of impending downtime, and will schedule downtime for off-peak hours. Infopia also provides the Infopia Service Level Agreement in Exhibit A.

VII. Notice

You may direct any questions concerning these Terms of Use to:

Infopia, Inc.
56 East Broadway, 4th Floor
Salt Lake City, Utah 84111

Updated: August 2008

Exhibit A

Infopia Service Level Agreement

COVERAGE

This Service Level Agreement applies to Infopia accounts in good financial standing.

SERVICE LEVEL

Infopia endeavors to have its eCommerce Platform available for its clients more than 99% of the time.

CREDITS

In the event that there is no Infopia eCommerce Platform available, Infopia will credit the calculated Monthly Fixed Fee (pro rated if there is an Annual Fixed Fee) as calculated below and as measured 24-hours a day in a calendar month:

Infopia eCommerce Platform Availability	Credit
97% to 98.9%	1% of Monthly Fixed Fee
95% to 96.9%	5% of Monthly Fixed Fee
94.9% or below	10% of Monthly Fixed Fee

In order for you to receive a credit on your account, you must request such credit within ten (10) business days of experiencing no availability to Infopia's eCommerce Platform. You must request credit by sending a fax to Infopia's accounting department at 801-990-4710. This fax must contain your account name, the dates and time of unavailability of the eCommerce Platform, and any other client identification requested by Infopia. Credits will usually be applied within sixty (60) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event the Infopia eCommerce Platform is not available. If there are not sufficient future charges to your account to cover all credits to be issued, then the credits will be forfeited.

RESTRICTIONS

Credits will not be provided to you in the event you have no availability of the Infopia eCommerce Platform resulting from (i) scheduled maintenance from time to time; (ii) your behavior or the performance or failure of your equipment, facilities, or custom applications (including coding), including those of third parties not provided by Infopia; or (iii) Force Majeure Events.