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Product2Web
plug and profit e-commerce

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a subsidiary of apogeeINVENT.com

Standard Service Contract

Project Team Introduction

At Product2Web, we are always excited to begin a new project. Our team, consisting of experienced software engineers and professional designers, has worked together on numerous projects since the company's inception. We have completed over 600 projects to date and have written over two million lines of code, creating a memorable presence for many successful companies. We are certain this project will be equally successful.

All our projects are managed by Nephi Paredes, Production Manager and overseen by CEO Brandon McDonald. Any custom work is overseen by Joseph Lavin, CTO, and design work is created by ApogeeInvent's accredited designers, writers, and software engineers. All are degreed professionals with extensive experience in every part of the project, from start to completion.

Landing Page Technology

A landing page is a complete single product shopping cart that will link to your merchant account(s) to allow an unlimited number of hits and check-outs each day. The technology is designed with formatting that will optimize conversions and avoid disqualification on search engines. It is also set up to load balance your merchant accounts to allow the constant income of revenue in case of any problems. We will manage bandwidth issues that can arise from getting thousands of hits on a server daily, ensuring that your site will not crash and will operate smoothly for every user that visits.

While many advertisers may have eCommerce technology, it is often not equipped to handle the amount of traffic sent by publishers, and networks will not accept your landing pages. Landing pages must also be designed according to industry standards to be published, and this is another reason advertisers are not accepted by the networks to publish their ads. Finally, having the ability to configure your pricing model without limit is very important. With Product2Web, you will have the ability to set your pricing to according to a continuity program. For instance: you may offer a free-trial with a \$3.95 S&H charge; 14 days later you may charge \$99.95; then 30 days from the initial free-trial (and recurring every 30 days) you may charge \$59.95. The possibilities are endless. You have the freedom of implementing any pricing model.

Features:

- **Merchant Gateway Balancing-** Our system will allow you to enter in additional merchant gateways in order to accommodate restrictions gateway to gateway. For example you can set the system to push 30% through one gateway and 70% through another gateway within a 24 hour period. If sales volume reaches beyond the cap for a particular account, then it balances over to the next merchant account which has its own unique limit set. You can add in an unlimited number of merchant accounts all with their own restriction levels based on amount and time. Adding merchant accounts beyond the first one is a per hour programming charge.
- **Load Balancing Backbone-** Product2Web is made to adapt to a load balanced or clustered environment without disturbing the application or the activity on the web. As you grow your business adding additional servers to accommodate traffic is no problem. This is extremely important for those that are interested in going to the enterprise management level with their online business.
- **Landing Page Uploading-** They system allows you to upload any number of landing pages and manage them easily. You can view statistical reporting and bandwidth monitoring service with each page.
- **Up-sell features-** Offer products to sell in addition to your initial offer. Product2Web allows a host of up-sell features within the flow of your landing pages. You will be able to offer additional products after the initial sale has been confirmed (On-Submit) or within the landing page process (Pre-Success).
- **Product Triggers-** Include a free offer, up-sell product, or multiple quantities of a product to be triggered upon the order of the initial product.

eCommerce Technology

We give you the platform to sell your products and services to the online audience at no cost. Sign up and get the technology that will allow you to sell unlimited products to the large and growing online consumer base. Unlike other ecommerce systems, our is built to include affiliate management and reporting, as well as load balance merchant accounts so you never need to worry about a check out not going through because your account crashes.

Features

- **Advanced User Management-** Admin users are able to define whether or not a user of the system has access to specific user control areas. This includes the WYSIWYG editor, product entry and edit, customer management, order management, system reporting, fulfillment etc.
- **Product Entry-** This application allows for an endless number of products. The system supports both shippable and downloadable products.
- **Checkout Process-** The checkout process of your landing pages are completely customizable and set up by you with our landing page manger.
- **Secure Transactions-** Every transaction that occurs in the system is secured with standard SSL (Secure Socket Layer) and encrypted while passing from the application through the merchant gateway and back to the database. Our technology follows all expected standards for preventing identity theft in the shopping process.
- **Customer Management-** Those with the set privileges are able to review any of the customers in the system. They can see all the orders that have been made, work directly on active orders made by the customer and access their account information. A list of all the customers with their basic contact information can be accessed and printed to keep as a physical record.
- **Order Management-** The system supports extensible order management. Each order runs a standard three step system of received, in process and shipped (Can be by-passed by a fulfillment house). This gives those with the correct privileges the ability to manage the fulfillment process in-house.
- **Order Modification-** Voids, partial refunds, product exclusion / addition, and transaction cancellation are all possible to those with the right permissions after the order has been placed. This allows for smooth customer relations and reduces the amount of operator error. (Supported by most merchant gateways.)
- **Shipping Support-** The system allows user to define a separate billing and shipping address while in the check out process. They are also able to define shipping instructions in a user input box. Shipping labels and packing slips can be printed from the system to use in the fulfillment process.
- **Activity Reports-** The system comes with a number of standard reports including: transaction history, orders by date, daily received, in process, shipped etc. We also custom script exports for QuickBooks and other financial systems. This is additional and the programming required is billed per hour.
- **Fraud Modules-** Product2Web can integrate with 3rd party companies for additional fraud protection. Please contact a product2web representative for further information.
- **Fulfillment Modules-** Product2Web will work with your fulfillment house to add support and get them the data they need in their format. Many fulfillment houses are already supported.
- **Merchant Modules-** Product2Web supports a wide variety of Merchant Gateways for Credit Card Processing. If your merchant Gateway of choice is not supported, we will work with you and the Gateway to add support.

Bandwidth Monitoring

Many companies that advertise online have bandwidth issues—too much traffic can crash your site and send potential customers to a blank page, which disqualifies advertisers from networks and large publishers. Who should you host with? How much does it cost? How can I be sure my site will remain functioning at full capacity? These are all concerns advertisers face when receiving thousands of daily hits. Let us take care of this issue.

Features

- **Load Balancing Backbone-** Product2Web is made to adapt to a load balanced or clustered environment without disturbing the application or the activity on the web. As you grow your business adding additional servers to accommodate traffic is no problem. This is extremely important for those that are interested in going to the enterprise management level with their online business.
- **Bandwidth Monitoring-** This includes 24 hour support and bandwidth monitoring. We will ensure your website is always up and functioning properly so you never need to worry.
- **Hosting-** There is no additional fee for hosting, so you don't need to worry about who is hosting your site and how good their service is.

Affiliate Management

This technology, built to hook directly to your marketing mini webs, comes with the ability to launch and manage your own global network of affiliates. Our advanced affiliate software will track every action and send a report so you can manage affiliate payouts and commissions through a secure sign in portal.

Features

- **Continuity Offers-** The system supports product and service orders that are continuity based. Each offer allows direct purchase to continuity or can be offset for a pre-determined number of days allowing for a trail to continuity model. Users are able to log in and manage their subscriptions, change user information or cancel. Additional products or services can be purchased and added to the continuity by the customer.
- **Affiliate Management-** Product2Web is made to handle any number of affiliates and affiliate types. Affiliates are able to log into the system, run multiple campaigns, track conversions and view commissions. Administrators are able to create an unlimited number of affiliate groups with different permission levels. They are able to have private products that are available only to logged in affiliates, determine what groups are allowed to see them and at what price.
- **Commissioning System-** The system supports a 2 tier commission plan allowing 1st tier users to recruit others beneath them and share their revenue. Admin users can pre set different commission amounts for each product on a percentage or fixed pay out. The system gives the option to assign different commissions to each of the various affiliate groups in the system as well. This is 100% customizable to each tier by the admin user. The commissions cumulate and are visible to the affiliates in their back office. Admin users are able to fulfill the commission and set them to paid generating records for the affiliates as they pay them out.
- **Custom Payouts-** The system allows for multiple payout schedules to be created. These can be for product groups, affiliate levels or for individual products types. This allows the store owner great leverage to give a Network who is going to send thousands of customers better margins without having to change it for everyone.
- **Creative Management-** Product2Web allows the store owner to upload and set up different banner and email creatives to be utilized by the affiliates of the system. This can be any number of creatives. Affiliates are able to grab code for the creatives and put them on their websites or various networks. The creative will automatically populate and track directly to the affiliate's campaign url giving them credit for new customer purchases.
- **Campaign Management-** Affiliates are able to generate any number of campaign codes. This allows them to track their efforts closely. They can take the creatives provided in the back office user portal and the campaign code will automatically associate. Affiliates can also be tracked by sub id. They can see the results of the different campaigns in comparison to each other and through this process refine their publishing directives. The system also supports up to 15 sub id's allowing you and your affiliates to further organize your data.
- **Email Suppression List-** Every Product2Web site comes with a single site wide suppression list and suppression list form users can add their email to and affiliates can download.
- **Customer Service-** Manage your customers through the customer service portal. A single place to search and manage a single customers orders, subscriptions and data. Great for a customer service team.

Statistical Reporting Module

Our reporting model will track all statistics and send them to you. Built directly into all our technology, these statistics will be available in your back office so you can see what is selling the best, who is selling the most, and how much you are making.

- **Pixel ID Management**- There is a confirmation page pixel id management suite build into this technology. You are able to manage and test any number of pixels given to you from the various affiliate networks. The pixel can be added to one or more of the product confirmation pages in the system.
- **Impressions** - See how many people are viewing your landing pages
- **Conversion**- See how many people are actually purchasing your product or signing up for your newsletter, or whatever your landing page is designed to do.
- **Affiliate Reports** - Query your affiliate data with a variety of options to get the data you want. Find your top performing affiliate by viewing success rates or the trouble makers by viewing rebill decline orders only.
- **Automated Reporting** - Have reports automatically sent to you via email on a nightly basis.
- **Custom Reports** - Need your data in a specific format, we will work with you. Contact a Product2Web representative for more information.

Custom Domains

Product2Web allows you to point one domain per Product2web site for custom use. This will override your shared domain for non secure pages. The Product2web system will still use your shared domain unless further arrangements are made to retrieve a Dedicated IP address (see below).

Dedicated IP Address (Optional Service)

Product2Web provides dedicated IP addresses for SSL certifications.

The cost for this service is \$10.00 a month for each certification. This includes initial purchase for certification, installation, and maintenance. Please let your representative know if you are interested in this service. This charge will be billed monthly to your account. You may cancel this service at any time but may be billed for the previous month if you do not give 30 days notice prior to canceling.

Technical Support and Assistance

If you need help setting up you can access the help file available to you. For additional assistance from one of our staff, an additional cost will be included. We are always available to consult or manage any part of the process. Please ask a representative about our Project Management options.

Languages

Our technology is written in a combination of PHP, various other web languages (XML, Soap, AJAX) and Action Script (flash code base) on a MySQL database structure. Our choice of language is based on flexibility, usability and a very strong existing code library that we have developed over time.

Cost of Service, Time Frame and Installation

Transaction cost of \$.75 applies to every transaction, and will be automatically billed to your account.

You must provide your payment information prior to activation of your technology to be billed automatically.

Refund Policy

Product2Web does not generally offer refunds. However, because we value our customer's satisfaction, if a customer feels that a Product2Web product or service has excessively failed their expectations then they may contact us via email for individual consideration of a full or partial refund. As a convenience Product2Web offers the ability to use credit and debit cards for smaller payments toward products and services rendered. By signing this agreement client agrees not to charge back their payments to Product2Web and instead to work with Product2Web on arrangements for refund if one is offered. Refunds are fully left to the discretion of Product2Web.

Project Timeframe and Deadlines

Software and website development and distribution deadlines are meant to be a guideline, and we fully intend to meet all deadlines quoted to our customers. Due to the nature of custom development timeframes can be compromised by unforeseen events in the design and engineering process. With our superior experience and seasoned track record these occurrences are minimal, but a potential our clients need to be aware of. We fully understand our client's have deadlines surrounding funding and marketing objectives for delivery of their product. We do everything we can to match our development speed and delivery to these deadlines. In the software industry, unrealistic deadlines can result in a poor quality of software and therefore on occasion we will extend deadlines to assure that high quality and usable products are produced from our projects. We do not guarantee that project completion will occur by the quoted deadline or time frame.

Custom Development

All custom development that we do outside of our standard priced website and software platforms are billed hourly based on the current pricing found on our website. Due to the nature of custom development we offer our clients incremental reporting on their projects. All of the engineering we do is well documented and submitted with our invoicing. Hours spent in client meetings, coding, debugging, testing and installing the platform are all considered billable hours.

Ownership

Client is receiving a service and may use the software platform developed by Product2Web as they see fit within the constraints of their own enterprise. Client may sell their business and the service agreement along with it, valuing the service with that purchase. The code base and modules used to develop all Product2Web technology are part of the Product2Web dynamic skeleton code base and rights are retained by Product2Web, their partners, and their developers.

Arbitration Provision

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Rules. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Terms and Conditions of Service

- 1) Prohibited Content. The content of the Advertiser Website(s) incorporating any Program(s) may not promote, advocate, facilitate or otherwise include any of the following ("Prohibited Content"):
 - (a) Racial, ethnic or political hate-mongering or otherwise objectionable content;
 - (b) Investment, money-making opportunities or advice not permitted under law;
 - (c) Violent imagery or profanity;
 - (d) Pornographic, obscene, sexually explicit or related content;
 - (e) Material that defames, abuses, is libelous, is tortuous or threatens physical harm to others;
 - (f) Material that impersonates any person or entity;

- (g) Any indication that any statements Advertiser makes are endorsed by Product2Web or an Advertiser, without Product2Web's specific prior written consent;
 - (h) Promotion of illegal substances or activities (e.g., illegal narcotics, how to build a bomb, counterfeiting money, etc.);
 - (i) Material that discriminates on the basis of race, ethnicity, gender, age, disability, religion or sexual orientation;
 - (j) Content which is inappropriate or harmful to children;
 - (k) Promotion of terrorism or terrorist-related activities, sedition or similar activities;
 - (l) Software pirating (e.g., warez, hotline);
 - (m) Hacking or phreaking;
 - (n) Any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - (o) Any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), programs that instigate the spread of viruses, services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet;
 - (p) Any software, product or service that harvests or collects the personal information of Internet users, whether or not for commercial purposes, without the express consent of such users;
 - (q) Any spoofing, redirecting or trafficking from other websites in an effort to gain traffic;
 - (r) Any content that infringes upon the intellectual property rights of any third party;
 - (s) Any material that otherwise infringes upon the rights of any third parties including, without limitation, false advertising, unfair competition, invasion of rights of publicity or privacy, violation of any anti-discriminatory law or regulation, or any other right of any person or entity;
 - (t) Gambling, contests, lotteries, raffles, or sweepstakes;
 - (u) Any material that violates the CAN-SPAM Act of 2003, as amended ("CAN-SPAM"), the Federal Trade Commission Act, as amended ("FTC Act"), or the Children's Online Privacy Protection Act ("COPPA"); or
 - (v) Any illegal activity whatsoever (including any violations of applicable U.S. state or federal law or regulation, or the laws of any other jurisdiction in which Advertiser conducts business).
- 2) Fraudulent Activity. Advertisers may not engage in any fraudulent activity ("Fraudulent Activity") in connection with the promotion of any Programs.
- 3) Confidential Information. When used in this Agreement, the term "Confidential Information" shall mean the terms of this Agreement and all proprietary information, data, trade secrets, and business information, including but not limited to the identities of the Advertisers, the Program rates for Events, and other information of any kind whatsoever, which a party discloses ("disclosing party"), in writing, orally or visually, to the other party ("receiving party"), or to which the receiving party has access, in connection with discussions, negotiations and performance between and by the parties. The receiving party agrees to use the disclosing party's Confidential Information solely for the purposes contemplated by this Agreement, and to refrain from disclosing the disclosing party's Confidential Information to any third party, unless (a) any disclosure is necessary and permitted in connection with the receiving party's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties, (b) any disclosure is required by applicable law; provided, that the receiving party uses reasonable efforts to give the disclosing party advance notice thereof so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure, or (c) any disclosure is made with the written consent of the disclosing party.
- 4) Privacy. Advertisers agree to follow all FTC regulations regarding the privacy of personal information collected from customers through the Product2Web system. All personal information collected through Product2Web will be used only for purposes defined in the privacy agreement available on the Product2Web website. It is the responsibility of the Advertiser to review the privacy policy. Advertiser is also responsible for ensuring legal compliance to all regulations and restrictions that exist. Product2Web will not be liable for misuse of personal information or failure of Advertiser to abide by FTC, or any other governing agency's, regulations.
- 5) Termination. In addition to any other termination rights contained herein, either party may terminate this Agreement upon three (3) business days prior written notice to the other party, for any reason or no reason. This Agreement may be terminated at any time by a party, effective immediately upon written notice, if the other party (a) files a voluntary

petition in bankruptcy, (b) makes an assignment for the benefit of its creditors, or (c) breaches any of the material terms of this Agreement or the any of the other policies referenced herein.

- 6) Indemnification. Advertiser, on its own behalf and on behalf of its Third Party Advertisers, will defend, indemnify, and hold harmless Product2Web, the Advertisers, and their respective affiliates, directors, employees, agents, successors and assigns from all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorney's fees and expenses) (collectively "Claims") arising from or related to: (a) any breach of Advertiser's obligations under this Agreement and/or any Program terms and conditions, including the representations or warranties contained therein, (b) any claim that Advertiser infringes upon any rights of any third party, (c) any allegation that Advertiser or its partners or other agents violated any foreign or domestic, federal, state or local law or regulation, including but not limited to CAN-SPAM, (d) Advertiser's improper or unauthorized use of the Product2Web Site or any Program, (e) any third party claim related to the Advertiser Website, e-mails and/or marketing practices, (f) any content, goods or services offered, sold or otherwise made available by Advertiser on or through the Advertiser Website, e-mails or otherwise, or (g) a Third Party Advertiser's breach of any obligations or warranties set forth herein. Product2Web reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Advertiser hereunder. Advertiser acknowledges that the Advertisers are intended third party beneficiaries of these indemnities. Advertiser agrees that it will not assert a defense based upon lack of privity against any Advertiser seeking to enforce this Agreement.
- 7) Advertiser Warranties:
- a) The advertiser or advertising agency is responsible for any refunds and/or any and all guarantees that are made regarding the products or services they are providing. All monies collected by Product2Web for publication and use of the system, or monies collected by partner companies for any associated work, will not be issued back to the advertiser if a third party refund is requested.
 - b) Advertised products must be compliant with the regulations in the country where the advertisement will be seen. Advertisements for pharmaceutical products (including NDA products) that are subject to the U.S. Food and Drug Administration (FDA) oversight must comply with FDA regulations regarding advertising and promotion.
 - c) Advertiser is the legal owner or is licensed to sell their product and distribute it.
 - d) Advertiser agrees not to hold Product2Web responsible for ensuring the accuracy of any advertiser claims, commitments; furthermore, advertiser agrees to be solely responsible for the creation, quality, fulfillment, and customer service of their product(s) or service(s). Product2Web has no responsibility to create, monitor the quality of, fulfill orders for, or offer customer service on any product(s) or service(s) sold or distributed by advertiser.
 - e) Advertiser is accountable for responsible and accurate portrayal of their company, products, and / or services. Product2Web accepts no responsibility for false or faulty information regarding the Advertiser and its product(s) / service(s).
- 8) Miscellaneous.
- a) Entire Agreement. This Agreement, together with the E-Mail Policy, the Search Marketing Policy, the Downloadable Software Policy, the Privacy Policy and the Website Terms of Use, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties whether written or oral.
 - b) Assignment. Advertiser shall not assign this Agreement and any rights or obligations hereunder without the express written approval of Product2Web, which approval shall not be unreasonably withheld. Product2Web may assign this Agreement with or without Advertiser consent.
 - c) Attorneys' Fees. Product2Web shall be entitled to an award of its reasonable costs and expenses, including attorneys' fees, other professionals' fees, and other collections costs, and prejudgment interest at a rate of 1.5% per month or the maximum legal rate, whichever is less, in any action or proceeding arising out of or related to this Agreement resulting from the gross negligence or willful misconduct of Advertiser, or that results from Advertiser's breach of the Agreement.
 - d) Product2Web may change the terms set forth herein at any time, provided that no such change applies to ads whose closing date precedes the announcement of the change.
 - e) Product2Web is not responsible for incidental or consequential damage for errors in displaying an ad or that result from any Product2Web technology or services.
- 9) Right of Refusal. Product2Web reserves the right to reject any advertising that it believes is not in keeping with the publication's standards or is deemed unsuitable or misleading.



Signature

Upon client signature and initial of each page this contract will be officially enacted and stand as the legal and binding document for the work to be accomplished.

Client Name (Please Print) _____

Business Name (If Applicable) _____

Sign _____ Date _____

Fax Number for contract signature delivery _____ - _____ - _____

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Please fax to 360.251.8734 (Every page with initials and this signature page)

.....

Product2Web Official Representative

Name _____

Title _____

Sign _____ Date _____