

Pan Orange Inc. Easy Web Store Terms of Service

1.0 ACCEPTANCE OF TERMS

1.1 These Pan Orange, Inc. Easy Web Store Terms of Service (“EWSTOS”) are between you (“You”, “Your” or “Merchant”) and Pan Orange, Inc. and consists of the most recent versions of the terms and conditions of the EWSTOS (<http://panorange.com/policies/ewstos.pdf>) as well as the Pan Orange Privacy Policy (<http://panorange.com/policies/privacy.pdf>), and the Store Guidelines (<http://panorange.com/policies/storeguide.pdf>) (all together, the “Terms of Service” or “EWSTOS”).

1.2 Pan Orange reserves the right, in its sole discretion, to change, modify, add or remove all or part of these Terms, including but not limited to any term, applicable fee, policy, or guideline, at any time without notice or acceptance by You, except as provided in Section 4. Regardless of whether Pan Orange has provided You individual notice, Your continued use of the Service following Pan Orange’s notice or posting of changed Terms will constitute Your acceptance of such changes. It is Your responsibility to check regularly for changes to the Terms and ensure that any contact information You provide to Pan Orange is updated and correct.

1.3 If You are registering a new domain name in conjunction with the Service, Your use of the domain name is also subject to the appropriate Planet Domain Name Registration Agreement, which is an agreement between You and Planet Domain, and not with Pan Orange.

1.4 In conjunction with the Service, You will be opening a merchant account with PayPal. Your use of the merchant account is also subject to the appropriate PayPal Agreement, which is an agreement between You and PayPal, and not with Pan Orange.

1.5 BY COMPLETING THE REGISTRATION PROCESS (“Registration Process”) AND CLICKING THE "I ACCEPT" BUTTON OR BY SIGNING THE SERVICE REGISTRATION FORM, YOU: (a) agree to be bound by these Terms, the PayPal Agreement, and if applicable, the Planet Domain Name Registration Agreement; (b) represent and warrant that, if You are an individual, You are 18 years old or older or, if you are an entity that You are a corporation, partnership or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these Terms; (c) agree to provide true, accurate, current and complete information in the Service registration form, including billing and other account information (all together, the “Account Information”), and agree to maintain and update this information to keep it true, accurate, current and complete; and (d) represent and warrant that You have the power and authority to enter into and perform under these Terms. If these Terms or any future changes are unacceptable to You, Your sole remedy is to cancel Your Service. **IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS, DO NOT COMPLETE THE REGISTRATION PROCESS OR SIGN THE SERVICE REGISTRATION FORM.**

2.0 DESCRIPTION OF SERVICE

2.1 The complete list of services (the “Service”) governed by these Terms is as follows:

- Pan Orange Easy Web Store;
- Pan Orange Easy Web Store Designer;

2.2 If You are a Pan Orange Easy Web Store/Easy Web Store Designer customer, Your Service includes E-Commerce (Store) functionality, Web Hosting, Web Designer functionality. These entire Terms apply to You.

2.3 Unless explicitly stated otherwise, any new feature that augments or enhances the current Service, including the release of new Service resources, shall be subject to these Terms. In order to use the Service, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any fees associated with such access. You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for Your access to and use of the Service and any Software, and for all related fees.

3.0 INTELLECTUAL PROPERTY

3.1 Except for the rights expressly granted herein, this Agreement does not transfer from Pan Orange to You any Pan Orange developed, licensed or owned technology, and all rights, title, and interest in and to such technology will remain solely with Pan Orange. The parties agree that they will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the other party.

3.2 Notwithstanding anything to the contrary in this Agreement, You will not attempt to prohibit or enjoin Pan Orange at any time from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Pan Orange

3.3 Pan Orange may be required to disclose information to individuals asserting rights under the Digital Millennium Copyright Act, and You expressly authorize Pan Orange to comply with any and all lawful notices, subpoenas, court orders or warrants without prior notice to You.

3.4 You will not use Pan Orange's name or any language, pictures or symbols which could, in Pan Orange's sole judgment, imply Pan Orange's identity in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without Pan Orange's prior written consent. You agree that any and all press releases and other public announcements related to this Agreement and subsequent transactions between Pan Orange and You, including the method and timing of such announcements, must be approved in advance by Pan Orange in writing. Pan Orange reserves the right to withhold approval of any public announcement in its sole discretion. Without limitation, any breach of Your obligation regarding public announcements shall be a material breach of these Terms.

3.5 Pan Orange, and other Pan Orange product and service names, and all of their related logos, are each trademarks of Pan Orange Inc. (the "Pan Orange Marks"). Without Pan Orange's prior written permission, you agree not to display or use in any manner, the Pan Orange Marks.

4.0 PAYMENT

4.1 Payment Terms

Unless modified in accordance with Section 4.3, You will pay all fees due according to the prices and terms applicable to your Services. All installation or set-up fees and non-recurring charges, along with the first month's recurring charges, shall be due and payable by credit card at the initiation of Service. Thereafter, recurring fees will be charged, in advance to Your credit card. If Your credit card is invalid or You are otherwise past-due in your payments for any reason, the Service may be terminated and removed from Pan Orange's servers by Pan Orange with or without notice, and all the information contained within deleted permanently. Pan Orange accepts no liability for information or content that is deleted due to an invalid credit card or where Your payments are past-due. Reactivation of the Service after termination or cancellation for any reason shall require the payment of additional set up fees. In the event You fail to pay charges, Pan Orange may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, You agree to reimburse Pan Orange for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You also agree to pay all current charges for the Service as well as taxes and fees assessed against You or Pan Orange on

the charges and all late payment, interest or other fees as stated on Your bill. Pan Orange may modify its billing practices or late payment charges by providing You with prior written notice of the modification. Pan Orange in its discretion may offer discounts or special offers from time to time.

4.2 Pan Orange Easy Web Store/Designer

If You are a Pan Orange Easy Web Store/Easy Web Store Designer customer, You will be charged, as applicable, (a) a one-time set up fee, (b) a monthly hosting fee, and (3) quarterly transaction fee equal to a percentage of the Total Revenue, with payments due with the billing for the month after the calendar month to which the transaction fee applies. Pan Orange will calculate all fees.

"Total Revenue" means the total dollar amount, excluding any applicable taxes, of all transactions conducted through Your Store. See Section 9.1. Transactions to be excluded from Total Revenue (i.e., those transactions conducted through Your Store that are cancelled or for which no products or services are provided to the purchaser – "Excluded Transactions"), will be identified using PayPal's Instant Payment Notification (IPN). When You refund a purchaser's payment, a notification will be sent automatically through PayPal's IPN. Pan Orange will deduct the transaction amount from the Total Revenue in the quarter that the refund transaction occurs. You will be entitled to identify, and exclude from Total Revenue, those transactions that have not been correctly reported by Pay Pal's IPN. You must identify these transactions as Excluded Transactions within 30 days from the date on which the quarterly transaction bill was originally sent. Pan Orange shall be entitled to audit, at a mutually agreed upon time during normal business hours, those records of Yours relating to Total Revenue, including Excluded Transactions, and otherwise to investigate Total Revenue, including Excluded Transactions, which might include contacting the purchaser to confirm that a transaction at issue is an Excluded Transaction.

4.3 Price Changes

Pan Orange may, upon notice required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges with respect to the Service. Upon renewal, as provided in Section 5.1, the prices charged may be changed without notice to the then prevailing price for the Services.

Easy Web Store/Easy Web Store Designer Current Fee Schedules

Initial Set up fee: \$1000

Monthly hosting fee: \$99.95

Quarterly transaction fee: 1% of Total Revenue

4.4 Taxes

You shall pay or otherwise be responsible for all federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction, property, or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Services under this Agreement.

5.0 TERM AND TERMINATION

5.1 Term

The initial term of this Agreement and these Terms will commence on the date that You click the "I AGREE" button to these Terms, sign the Service Registration Form document, (or the first date on which you use the Service, whichever comes first) and will remain effective for one year ("Initial Term"). If You wish to terminate the Services at the end of the Initial Term or any subsequent term to which you have agreed ("Renewal Term"), you must provide written notice by fax or U.S. mail. Phone notification shall not be acceptable. If You fail to notify Pan Orange of Your intent not to renew, this Agreement will be automatically renewed, thirty (30) days prior to the end of the Initial Term, for a month-to-month period,

at the Pan Orange then-current rates and charges. If You renew for a Renewal Term, or fail to cancel the services as set forth herein, this Agreement will be renewed for the Renewal Term at the then-current rates and fees. Except as set forth in these Terms, neither party will be liable to the other for any termination or expiration of any Service or this Agreement in accordance with its Terms.

5.2 Cancellation/Termination by You

You may cancel Your Service and terminate these Terms at any time. If You cancel the Service before the end of the Initial or Renewal Term, Your Service and access to the Service will be discontinued at the end of the month in which you cancel the service, and no refund will be provided for any payments You have made. If you cancel Your Service prior to the expiration of the Initial Term, an early termination fee equal to six months of monthly hosting fees or monthly hosting fees due for the number of months remaining in the Initial Term, whichever is less. If you cancel Your Service prior to the expiration of the Renewal Term, no early termination fee will apply.

If You registered for a new domain name in conjunction with Your Service, and cancel before You have paid your second monthly payment without disputing such charge with either your credit card company or Pan Orange, Pan Orange reserves the right to request the domain name provider to remove the domain name from the domain name registry and/or transfer the domain name from You to Pan Orange. You acknowledge that where Pan Orange transfers such domain name to Pan Orange under this Section 5.2, Pan Orange will hold all rights of the registered domain name holder in respect of that domain name, including the right to sell the domain name to a third party (where this was a right held by You as the original registrant in respect of the relevant domain name). Additionally, Your domain name will cease working with Your Email and no longer point to Your website. After cancellation and/or expiration of this Agreement, You will no longer have access to Your website and all information contained therein may be deleted by Pan Orange.

If You did not register for a new domain name in conjunction with the Service, or did register for a new domain name but cancel Your Service after You have paid Your second monthly payment without disputing such charge with either your credit card company or Pan Orange, Your domain name will remain registered for its current term. However, Your domain name will cease working with Your Email and no longer point to Your website. After cancellation and/or expiration of this Agreement, You will no longer have access to Your website and all information contained therein may be deleted by Pan Orange.

5.3 Termination by Pan Orange

Pan Orange may terminate these Terms at any time upon notice to You. Notwithstanding anything to the contrary herein, Pan Orange may also, but has no duty to, immediately suspend or terminate Your Service, terminate Your access and password, remove Your Service from Pan Orange servers, or remove any Content within the Service, if Pan Orange concludes, in its sole discretion, that You (a) have breached, violated or acted inconsistently with the letter or spirit of these Terms, including any applicable Pan Orange Policy or any applicable law or regulation; (b) have provided false information as part of your Account Information, (c) have altered any settings which allow Pan Orange to receive payment and refund notifications from your PayPal merchant account (d) are engaged in fraudulent or illegal activities or the sale of illegal or harmful goods or services; or (e) are engaged in activities or sales that may damage the rights or reputation of Pan Orange or others (each "Termination for Cause"). Any Termination For Cause by Pan Orange will take effect immediately, and You expressly agree that You will not have any opportunity to cure. If Your Service is terminated for any reason, these Terms and Your access to the Service will also be terminated. Additionally, if You registered a new domain name in conjunction with Your Service, and Pan Orange terminates Your Service due to a Termination for Cause before You have paid your second monthly payment without disputing such charge with either your credit card company or Pan Orange, then Pan Orange reserves the right to request the domain name provider to remove the domain name from the domain name registry and/or transfer the domain name from You to Pan Orange.

You acknowledge that where Pan Orange transfers such domain name to Pan Orange under this Section 5.3, Pan Orange will hold all rights of the registered domain name holder in respect of that domain name, including the right to sell the domain name to a third party (where this was a right held by You as the original registrant in respect of the relevant domain name).

5.4 Termination for Cause by Either Party

In addition to any other right to terminate set forth herein, either party may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from Pan Orange; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

5.5 Termination – Legal Event

In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes Pan Orange to believe that these Terms and/or the Service provided hereunder may be in conflict with such rules, regulations and/or orders, Pan Orange may suspend or terminate the Service, or terminate these Terms without liability.

5.6 Deletion of Content

Upon any termination of the Service, Pan Orange reserves the right to permanently delete from its servers any and all information and content contained in Your account or Service, including but not limited to order processing information, files, and any Web pages generated by You or the Service. Pan Orange accepts no liability for such deleted information or content.

5.7 Responsibility for Fees

Should Pan Orange suspend a portion, but not all, of your Service due to a violation by You of any law, regulation or policy, You shall remain liable for all fees applicable to the Service as a whole. Should Pan Orange terminate Your Service, You are liable for the payment of all fees applicable to the Service up to the date of termination, in addition to any early termination fees (if any).

5.8 Waiver

You expressly waive any statutory or other legal protection in conflict with the provisions of this Section 5.

6.0 PRIVACY AND ACCEPTABLE USE

6.1 Pan Orange Policies

You agree that you have received, read and understand the Pan Orange Privacy Policy (“Pan Orange Policies”) <http://www.panorange.com/policies/privacy.pdf> and also the Store Guidelines <http://panorange.com/policies/storeguide.pdf>. The Pan Orange Policies contain restrictions on Your online conduct. The current version of the Pan Orange Policies is posted at the Pan Orange web site as set forth in Section 1.1. Pan Orange may change the Pan Orange Policies upon notice to You, which notice may be provided by posting such new Pan Orange Policies at the Pan Orange web site.

As part of Your Registration Process, You agree that some communications are required, such as, by way of example and not limitation, customer service messages regarding Your Service, and updates to the

Service. In order to opt-out of receiving such communications You must cancel the Service. You also understand and agree that the Service may include certain communications from Pan Orange, such as service announcements and administrative messages, and that these communications are considered part of Pan Orange Service and You will not be able to opt out of receiving them.

6.2 Prohibited Uses

In addition to those matters set forth in the Pan Orange Policies, You shall not post, transmit, re-transmit or store material on or through any of the Services which, in the sole judgment of Pan Orange (i) is in violation of any local, state, federal or foreign law or regulation, (ii) is threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for Your use. You agree that you will NOT knowingly use the Service, among other things, to:

- (a) upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, including but not limited to a Pan Orange official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- (e) upload, post, transmit or otherwise make available any content that You do not have a right to make available 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);
- (f) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (g) upload, post, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping web sites) that are designated for such purpose;
- (h) upload, post, transmit or otherwise make available 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;
- (i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (j) violate any applicable local, state, national or international law, including but not limited to regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any

regulations having the force of law;

(k) "stalk" or otherwise harass another;

(l) collect or store personal data about other users;

(m) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;

(n) use your home page (or directory) as storage for remote loading or as a door or signpost to another home page;

You agree to indemnify and hold harmless Pan Orange from any claims resulting from the use of the Services which damages You or any other party. Pan Orange reserves the right to investigate You, Your business, and/or Your owners, officers, directors, managers and other principals, Your sites, and the materials comprising the sites, at any time. These investigations will be conducted solely for Pan Orange's benefit, and not for Your benefit or that of any third party. If the investigation reveals any information, act or omission, which in Pan Orange's sole opinion, constitutes a violation of any local, state, federal or foreign law or regulation, or the Pan Orange Policies, Pan Orange may immediately shut down the site, and notify You of the action. You agree to waive any cause of action or claim You may have against Pan Orange for such action.

7.0 OWNERSHIP AND SECURITY

You will receive a password from Pan Orange to provide access to and use of Your Service, and You agree to keep Your password confidential. You are entirely responsible for maintaining the security of Your Service, and You are fully responsible for all activities that occur under Your Service and password, and any other actions taken in connection with the registered domain name, including any Email accounts or sub-accounts that You create for You or other individuals. You agree to immediately notify Pan Orange of any unauthorized uses of the Service or any other breaches of security. Pan Orange cannot and will not be liable for any loss or damage from Your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Pan Orange be liable, in any way, for any acts or omissions, of You or any user of Your Service to whom You gave access, including any damages of any kind incurred as a result of such acts or omissions.

8.0 CONTENT AND SOFTWARE

8.1 Content and Conduct Rules

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services, links to other World Wide Web sites or resources and other materials ("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 Pan Orange, are entirely responsible for all Content that You upload, post, transmit or otherwise make available via the Service. The Content must comply with these Terms, including applicable Pan Orange Policies, and any applicable law or regulation.

8.2 Content Ownership

Pan Orange does not claim ownership of the Content You place on Your Service. By submitting Content to Pan Orange for inclusion on Your Service, You grant Pan Orange and its successors and assigns, the world-wide, royalty-free, and non-exclusive license under Your copyrights and other intellectual property rights, if any, in all material and content displayed in Your website to use, distribute, display, reproduce,

and create derivative works from such material in any and all media and display in any manner. You also grant Pan Orange the right to maintain such content on Pan Orange's servers during the term of these Terms and to authorize the downloading and printing of such material, or any portion thereof, by end-users for their personal use. This license exists only for as long as You continue to be a Service customer and terminates when Your Service is terminated.

You acknowledge that Pan Orange does not pre-screen Content, but that Pan Orange and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, Pan Orange and its designees shall have the right to remove any Content that violates these Terms, including any applicable Pan Orange Policies, is illegal, or is otherwise objectionable as determined in Pan Orange's sole discretion. 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.

8.3 Pan Orange Proprietary Rights and Software

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content available from Pan Orange for the Service, or information presented to You through the Service, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Pan Orange, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the such Content, the Service or the Software, in whole or in part.

Pan Orange grants to You a personal, non-transferable and non-exclusive right and license to use the object code of its Software only on a server controlled by Pan Orange for the sole purpose of using the Service; 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 Service. You agree not to access the Service by any means other than through the interface that is provided or authorized by Pan Orange for use in accessing the Service.

You may not use web pages or parts of web pages generated by means of the Software, other than Content that originates from and is proprietary to You, on any server other than the servers controlled by Pan Orange without Pan Orange's express written agreement. You also acknowledge and agree that the Software is intended for access and use by means of web browsing software, and that Pan Orange does not commit to support any particular browsing platform. Pan Orange reserves the right at any time to revise and modify the Software, release subsequent versions thereof and to alter features, specifications, capabilities, functions, and other characteristics of the Software, without notice to You. If any revision or modification to the Software materially changes Your ability to conduct business, Your sole remedy is to cancel Your Service.

With respect to any elective, additional software that may be made available by Pan Orange in connection with the Service, if You elect to download or access such additional software, You understand that You may have to agree to additional terms and conditions before You use such software.

9.0 PAN ORANGE EASY WEB STORE/EASY WEB STORE DESIGNER

9.1 E-Commerce (Store)

With Pan Orange Easy Web Store/Easy Web Store Designer, You can use the Service to facilitate the creation and maintenance of an interactive online store ("Store") for the sale of goods and services. You

acknowledge and agree that You will be solely responsible for all goods and services offered at and sold through Your Store, all materials used or displayed at the Store, and all acts or omissions that occur at the Store or in connection with Your account or password. Certain Stores may be subject to additional requirements. You agree that Your use of the Service and Your Store will be in compliance with the Store Guidelines located at <http://panorange.com/policies/storeguide.pdf> and any applicable laws and regulations at all times. You agree to display in Your Store, Your contact information, including but not limited to Your company name, address, telephone number, fax number and Email address. You also agree to update such information to keep it true, accurate, current and complete.

9.2 Representations and Warranties

You represent and warrant that You have full power and authority under all relevant laws and regulations: (a) to offer and sell the goods and services offered at the Store, including, but not limited to, holding all necessary licenses from all necessary jurisdictions to engage in the advertising and sale of the goods or services offered at the Store; (b) to copy and display the materials used or displayed at the Store; and (c) to provide for credit card payment and delivery of goods or services as specified at the Store.

9.3 Suspension or Termination of Store

In addition to that right set forth in Sections 5.3 & 5.4, Pan Orange reserves the right to terminate Your Service, or refuse to host or continue to host any Store which it believes, in its sole discretion: (a) has caused a significant number of complaints for failing to be reasonably accessible to customers or timely fulfill customer orders; or (b) has become the subject of a government complaint or investigation. Additionally, Pan Orange reserves the right to review and remove any Store at any time for non-compliance with these Terms.

9.4 Merchant Information

Pan Orange maintains information about You and the Store on Pan Orange servers, including, but not limited to, Your Account Information and sales information (“Merchant Information”). You grant to Pan Orange a non-exclusive, worldwide, royalty-free, perpetual license to use Merchant Information in aggregate form (i.e., in a form that is not individually attributable to You) for research, marketing and other promotional purposes. You agree that Pan Orange may disclose Merchant Information in the good faith belief that such action is reasonably necessary: (a) to comply with the law; (b) to comply with legal process; (c) to enforce these Terms; (d) to respond to claims that You or the Store is engaged in activities that violate the rights of third parties; or (e) to protect the rights or interests of Pan Orange or others; provided, however, that nothing in this Section shall impose a duty on Pan Orange to make any such disclosures.

9.5 Deletion of Merchant Information

You agree that Pan Orange may delete all Merchant Information from Pan Orange servers at the end of each calendar year.

9.6 Technical Access

You acknowledge and agree that technical processing of Merchant Information is and may be required: (a) for the Service to function; (b) to conform to the technical requirements of connecting networks; (c) to conform to the technical requirements of the Service; or (d) to conform to other, similar technical requirements. You also acknowledge and agree that Pan Orange may access Your account and its contents as necessary to identify or resolve technical problems or respond to complaints about the Service.

9.7 Your Privacy Policy

You agree (a) to post a privacy policy in Your Store that, at a minimum, discloses any and all uses of

personal information that You collect from users; (b) to include in Your privacy policy a paragraph provided or approved by Pan Orange that describes that Pan Orange does not collect or use Your customer's information; and (c) to use personal information only as expressly permitted by Your privacy policy. You agree to indemnify and defend Pan Orange from and against any and all claims stemming from Your failure to comply with this provision and/or Your failure or refusal to abide by the terms and provisions of any applicable Privacy Policies.

9.8 Sale and Assignment of Stores

Notwithstanding Section 14 below, You are permitted to sell Your Store to a third party, provided that all of the following occur: (a) You assign, in accordance with Section 22 below, all rights and obligations under these Terms to such third party receiving the Store, (b) You give prior written notice to Pan Orange, (c) You provide to Pan Orange evidence that such third party has agreed to these Terms as a permitted assignee, and (d) such third party assignee has provided Pan Orange with all information requested by Pan Orange, and such information is complete and accurate. Should You attempt to sell a Store or assign these Terms in violation of this Section 9.8, such attempt will be null and void, and You will remain responsible for all obligations and liabilities under these Terms, Your Store, and the Service.

9.9 Provisions for use and security of Credit Card Data

Provisions For Cardholder Data. The provisions set forth in this Section apply to a Merchant that either itself, or through a processor or other agent, stores, processes, handles or transmits cardholder data in any manner. For purposes of this Section, the term "cardholder data" refers to the number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information.

- A. Merchant shall at all times comply with the Cardholder Information Security Program ("CISP") requirements for cardholder data that are prescribed in the Visa Operating Regulations or otherwise issued by Visa, as they may be amended from time to time (collectively, the "CISP Requirements"). Copies of current CISP Requirements documentation is available on the Visa.com website at http://usa.visa.com/business/accepting_visa/ops_risk_management/cisp.html?it=12/business/accepting_visa/ops_risk_management/cisp_accessors%2Ehtml|Cardholder%20Information%20Security%20Program
- B. Merchant acknowledges and agrees that cardholder data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by Visa or as required by applicable law.
- C. In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored at or for Merchant, Merchant shall immediately notify _____, in the manner required in the CISP Requirements, and provide Visa and the acquiring financial institution and their respective designees access to Merchant's facilities and all pertinent records to conduct a review of Merchant's compliance with the CISP Requirements. Merchant shall fully cooperate with any reviews of their facilities and records provided for in this paragraph.
- D. Merchant shall maintain appropriate business continuity procedures and systems to ensure security of cardholder data in the event of a disruption, disaster or failure of Merchant's or Merchant's primary data systems.
- E. Merchant and its successors and assigns shall comply with the CISP Requirements after termination of this Agreement.

10.0 DOMAIN NAMES

10.1 For Pan Orange Easy Web Store, the Service includes assisting You in acquiring or moving a domain name (i.e., web address) as well as providing you access to certain Pan Orange software to facilitate your use of the Service.

PLEASE NOTE: NOTHING IN THE AGREEMENT OBLIGATES PAN ORANGE TO LIST OR LINK TO YOUR DOMAIN NAME OR PROVIDE WEBSITE HOSTING SERVICES IN CONNECTION WITH YOUR DOMAIN NAME BEYOND THAT PROVIDED WITHIN THE SERVICE.

10.2 If You register a new domain name in conjunction with the Service, the following terms also apply:

(a) Pan Orange has chosen PlanetDomain, (a Division of Primus, is an [ICANN](#) and [AUDA](#) accredited domain name registrar and a member of Nominet UK), to provide domain name registration services. You hereby authorize Pan Orange to acquire Your selected domain name from PlanetDomain. In order to receive a domain name, You must agree to PlanetDomain's terms and conditions, located at http://www.planetdomain.com/about_us.jsp (Service Terms link at the bottom of the page), and may be amended. You understand that You are creating a separate contractual relationship between You and PlanetDomain, and that You, and not Pan Orange, are responsible for all fees, liability, and obligations in connection with that relationship. Until the Service is cancelled or otherwise terminated, You agree that Your obligations to indemnify under "Indemnity" in these Terms includes any claim or demand associated with Your domain name, any domain name pre-registration services provided through the Service, or the PlanetDomain terms and conditions.

(b) You will be listed as the registrant and administrative contact in connection with Your domain name, unless You choose another registrant and administrative contact. If You choose a registrant and administrative contact other than Yourself, such person(s) must enter into an agreement directly with the PlanetDomain and, additionally, will be bound by this Agreement in addition to You. You hereby authorize Pan Orange to list itself as the technical contact and name servers (as defined by Pan Orange) in connection with Your domain name and to take any actions Pan Orange deems appropriate in those capacities. However, upon termination of the Service, Pan Orange may immediately cease acting in those capacities. Upon termination of the Service, Pan Orange will not be responsible for forwarding any notices, Emails or other correspondence to You or taking any other actions in connection with Your domain name. You will be solely responsible for all ongoing fees, as well as removing Pan Orange as the technical contact and name servers in connection with Your domain name, unless Pan Orange notifies You otherwise.

(c) You acknowledge that Pan Orange cannot guarantee the availability of the domain name you select for your use until Pan Orange receives confirmation of its order from PlanetDomain, which may take several business days.

10.3 Using a pre-existing domain name.

If You have previously registered a domain name with another provider and want to use it with the Service, You must request that the existing registrar change the name servers for the domain name as designated by Pan Orange, on Your behalf.

PLEASE NOTE: THE EXISTING REGISTRAR WILL CONTINUE TO BE THE REGISTRAR FOR THAT DOMAIN AND YOU WILL CONTINUE TO BE RESPONSIBLE FOR ALL ONGOING FEES FOR THAT DOMAIN NAME WITH YOUR EXISTING PROVIDER, INCLUDING RENEWAL FEES. THE FEES PAYABLE TO PAN ORANGE FOR THE SERVICE DO NOT INCLUDE REGISTRATION OR RENEWAL FEES OWED BY YOU TO YOUR EXISTING PROVIDER.

10.4 Transferring to Pan Orange's domain name registrar.

PlanetDomain is Pan Orange's current registrar for new domain name registration. If Pan Orange switches

to another registrar, Pan Orange may at any time request in writing that You transfer the domain name registered for the Service to the new registrar. If You do not agree to this request within 30 days, You agree that Pan Orange will continue to provide the Service to You, but may, in its sole discretion, either:

(a) require You to pay an additional fee to Pan Orange for the Service in order to renew and maintain Your domain name with the prior registrar; or

(b) require You to be responsible for all fees, including any renewal fees, directly with the prior registrar, in which case You authorize Pan Orange to cease to pay for the domain name fees as part of the Service, and change the billing contact details for the domain name from Pan Orange to You by providing Your applicable Account Information to the prior registrar.

10.5 Verifying Your Domain Name Information.

In compliance with ICANN regulation, as applicable (“Required Information”) and in order to minimize the risk of fraud, Pan Orange may at any time request You to verify any information required to be supplied by a registrant. If You fail to respond to any such request or fail to verify any Required Information to Pan Orange’s reasonable satisfaction, within 15 days of any such request from Pan Orange, Pan Orange may, in its sole discretion, immediately terminate Your Service and remove any of Your materials, including Your domain name, from Pan Orange servers.

11.0 COMPLIANCE

11.1 You represent and warrant that You are not a resident of any country or affiliated with any organization prohibited to do business within the United States as defined and set forth at: <http://www.bxa.doc.gov/DPL/denialist.html> and <http://www.treas.gov/ofac>. You further represent and warrant that You will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction You operate or do business. You agree to comply with all applicable U.S. and non-U.S. laws, rules, regulations and orders, including but not limited to, tax, export and import, embargo and trade sanctions, intellectual property, including copyright, content, sales, mail-order, commerce, and e-commerce laws and regulations. You shall be responsible for determining what laws or regulations are applicable to Your use of the Services. You shall, upon the request of Pan Orange, provide Pan Orange assurance of Your compliance with those laws. You acknowledge that Pan Orange exercises no control whatsoever over the content of the information passing through Your site(s) and that it is Your sole responsibility to ensure that the information You and Your users transmit and receive complies with all applicable laws and regulations and the Pan Orange Policies.

14.2 You are responsible for charging and collecting from Your end user customers any and all applicable taxes. If You fail to impose and/or collect any tax from end users or Your other retail customers as required herein, then, as between Pan Orange and You, You shall remain liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax by the applicable taxing authority. With respect to any tax that You have agreed to pay or impose on and/or collect from end users or Your other retail customers, You agree to indemnify and hold harmless Pan Orange for any costs incurred as a result of actions taken by the applicable taxing authority to collect the tax from Pan Orange due to Your failure to pay or collect and remit such tax to such authority

12.0 SUPPORT

Pan Orange reserves the right to establish limitations on the extent of any support provided for the Service, and the hours at which it is available.

13.0 INDEMNITY

You agree to indemnify and hold harmless Pan Orange, and its subsidiaries, affiliates, or other partners, officers, directors, shareholders, employees and agents, from any claim, demand, or investigation, including reasonable attorneys fees, made by any third party due to or arising out of Your Content, Your conduct, Your use of the Service, the goods or services offered or sold through Your Service, any alleged violation of these Terms, including any applicable Pan Orange Policies, law or regulation, or any alleged violation of any rights of another, including but not limited to Your use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with Your Service. Pan Orange reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, but doing so shall not excuse Your indemnity obligations.

14.0 RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of Pan Orange.

15.0 GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Pan Orange may establish general practices and limits concerning use of the Service.

16.0 MODIFICATIONS TO AND DISCONTINUATION OF SERVICE

Pan Orange reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Pan Orange shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service.

17.0 DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PAN ORANGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) YOUR USE OF THE SERVICE, THE SOFTWARE, AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE, IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

(c) THE SECURITY MECHANISM INCORPORATED IN THE SOFTWARE HAS INHERENT LIMITATIONS AND YOU MUST DETERMINE THAT THE SOFTWARE ADEQUATELY MEETS ITS REQUIREMENTS.

(d) NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT (i) THE SERVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

(f) PAN ORANGE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

18.0 LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PAN ORANGE AND ITS AFFILIATES, OR OTHER PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES OR LEGAL THEORIES WHATSOEVER, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PAN ORANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE SERVICE OR THE SOFTWARE; (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (vi) ANY GOOD OR SERVICE OFFERED OR SOLD THROUGH THE SERVICE; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE OR SOFTWARE.

PAN ORANGE'S LIABILITY TO YOU SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY YOU TO PAN ORANGE OVER THE COURSE OF THE EXISTING TERM. YOU ACKNOWLEDGE THAT PAN ORANGE HAS SET ITS PRICES IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

19.0 NOTICE

Notices under these Terms shall be by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the addresses specified below. If to Pan Orange, such notices shall be addressed to info@panorange.com or 416 Web Foot Lane, Stevensville, Maryland, USA. If to You, such notices shall be addressed to the electronic or mailing address specified when You opened Your account, or such other address as either party may give the other by notice as provided above. Pan Orange may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to You generally on the Service.

20.0 CHOICE OF LAW AND FORUM (LOCATION OF LAWSUIT)

These Terms and the relationship between You and Pan Orange shall be governed by the laws of the State of Maryland without regard to its conflict of law provisions, and specifically excluding from application

to these Terms that law known as the United Nations Convention on the International Sale of Goods. You and Pan Orange agree to submit to the personal jurisdiction of the courts located within the county of Queen Anne's, Maryland. The failure of Pan Orange to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

21.0 FORCE MAJEURE

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of terrorists, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inaction's of Pan Orange), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Pan Orange is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, You may cancel the Service(s), but there shall be no liability on the part of Pan Orange.

22.0 ASSIGNMENT

Except as expressly set forth herein, You may not assign Your rights or delegate Your duties under this Agreement either in whole or in part without the prior written consent of Pan Orange, and any attempted assignment or delegation without such consent will be void. Pan Orange may assign this Agreement in whole or part. Pan Orange also may delegate the performance of Services to third parties, including Pan Orange affiliates. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

23.0 RELATIONSHIP OF PARTIES

This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Pan Orange and You. Neither Pan Orange nor You will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

24. NO THIRD PARTY BENEFICIARIES

Pan Orange and You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or Your customers.

25. COPYRIGHTS and COPYRIGHT AGENTS

Pan Orange respects the intellectual property of others, and we ask that You do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent for notice the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) a description of the copyrighted work or other intellectual property that You claim has been infringed;
- (c) a description of where the material that You claim is infringing is located on the site;
- (d) Your address, telephone number, and Email address;

(e) a statement by You that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) a statement by You, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

The Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Roseanne Tvedt
c/o Pan Orange Inc.
416 Web Foot Lane
Stevensville, Maryland 21666
By phone: 410.643.8678
By Email: rtvedt@panorange.com

26.0 INTEGRATION AND SEVERABILITY

These Terms constitute the entire agreement between You and Pan Orange and govern Your use of the Service, superceding any prior agreements between You and Pan Orange (including, but not limited to, any prior versions of these Terms) pertaining to this Service. You also may be subject to additional terms and conditions that may apply when You use affiliate, third-party content or third-party software. If any provision of these Terms or incorporated documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect.

27.0 SURVIVAL

The provisions of Sections 3, 4, 5.6, 5.7, 5.8, 7, 8, 9.1, 9.2, 9.4, 9.5, 9.7, 9.8, and 10 through this Section 27 will survive any termination or expiration of these Terms.