

GlassArtWorld.com Merchant Store Service Agreement

In this document the following meanings shall apply:

This document, hereinafter referred to as "Agreement";

GlassArtWorld.com, A Sanborn Corporation, hereinafter referred to as "GlassArtWorld.com";

"You" as a individual or organization, hereinafter referred to as "Merchant" or "Merchants";

"Your" Account and Merchant Store, hereinafter referred to as "Merchant Store" or Merchant Store Service";

"Your" site visitors and/or customers, hereinafter referred to as "Buyers";

"Content" means product details, photos, and all text that you have the ability to input or upload to Your Merchant Store as well as Buyer's information entered by buyers of your products or services from Your Merchant Store;

This Agreement ONLY applies to Your GlassArtWorld.com Merchant Store Service. If You have other accounts or services from A Sanborn Corporation, please refer to any Agreements related to that specific account or service. However any breach of this agreement may have a cascading effect on any other agreements or accounts You may have with A Sanborn Corporation.

1.0 MERCHANT STORE SERVICE REGISTRATION/ACCOUNT CREATION

By completing the registration process and then clicking the "I AGREE" button, you: (a) agree to be bound by this 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 this Agreement; (c) agree to provide true, accurate, current and complete business, billing and credit card information in the Merchant Store registration form, 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 this Agreement. If this Agreement or any future changes are unacceptable to You, Your sole remedy is to cancel Your Merchant Store Service.

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

IF YOU DO NOT ACCEPT THIS AGREEMENT IN FULL, DO NOT COMPLETE THE REGISTRATION PROCESS.

2.0 MERCHANT STORE SERVICES, USE, REPRESENTATION AND WARRANTIES

2.1 Merchant Store Service Includes:

- A eCommerce enable Merchant Store with the ability to manage the Merchant Store's Content from a restricted access Admin. Section of Your Merchant Store, the Merchant's Management Console (hereinafter referred to as "MMC").
- A Secure SSL shopping environment for Buyers and retrieval of order details by Merchant.
- A default editable Sales Policy page where You can specific Your sales and shipping policy as it applies to Your specific business requirements.
- A default non-editable very basic Privacy Policy page that is shared by all Merchant Store Service accounts. See Section 7.3 below for additional information.
- GlassArtWorld.com and/or Ecom-Data Solutions, the developer of the Cart Application, will provide email and limited telephone support. GlassArtWorld.com reserves the right to establish limitations on the extent of any support provided, and the hours at which it is available.

You can use Your Merchant Store Service to facilitate the creation and maintenance of an interactive online 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 Merchant Store Service, all materials used or displayed in Your Merchant Store, and all acts or omissions that occur in Your Merchant Store or in connection with Your Merchant Store Service. You agree that Your use of the Merchant Store Service will be in compliance with this Agreement and any applicable laws and regulations at all times. You agree to display in Your Merchant 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.

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

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

2.2 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 products and services offered in Your Merchant Store, including, but not limited to, holding all necessary licenses from all necessary jurisdictions to engage in the advertising and sale of the products or services offered in Your Merchant Store; (b) to copy and display the materials used or displayed in Your Merchant Store; and (c) to accept Credit Card or PayPal payment and delivery of products or services as specified in Your Merchant Store.

3.0 MERCHANT STORE SERVICE – NEW FEATURES/ENHANCEMENTS

Unless explicitly stated otherwise, any new features that augments or enhances the current Merchant Store Service, including the release of new features, shall be subject to this Agreement. In order to use the Merchant Store 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 Merchant Store Service and any Software, and for all related fees. Some features of the current MMC, or may become available in the future, may require that You use a computer that is running Windows® 2000, Windows® XP or newer version of the Windows® Operating System in order to access those features.

4.0 MERCHANT STORE SERVICE - SERVICE PLANS/PAYMENT TERMS

This Agreement is affective on the date You click the "I AGREE" button and will remain effective until you terminate your Merchant Store Service. All fees or charges for Merchant Store Service accounts are shown on the current posted registration form and must be paid via a credit card. All installation or set-up fees and any other non-recurring charges, will be charged to Your credit card when your Merchant Store Service account is created and setup. All Merchant Store Service accounts are auto-renewable until canceled by You.

If Your credit card is invalid, Your Merchant Store Service may be terminated and deleted from GlassArtWorld.com's servers with or without notice, and all the Content contained within, deleted permanently. GlassArtWorld.com accepts no liability for any Content that is deleted due to an invalid credit card. GlassArtWorld.com may modify its billing practices by providing You with prior written notice of the modification. GlassArtWorld.com in its discretion may offer discounts or special offers from time to time.

GlassArtWorld.com may, upon any notice required by applicable laws, at any time change the amount of any fee or charge or institute new fees or charges with respect to the Merchant Store Service. Upon renewal, as indicated below,

the prices charged may be changed without notice to the then prevailing price for the Merchant Store Service. Current fees and charges will always be available in the Merchant Store Service signup section of GlassArtWorld.com.

4.1 Monthly (12 Recurring Payments) Service Plan

Your initial monthly recurring charges will be charged to Your credit card on the 25th of the month following the month after You have registered for Your Merchant Store Service. Thereafter, the monthly recurring fees will be charged to Your credit card on the 25th of the month, for the upcoming month. If there has been any fee changes during the prior 12 months, the new fees will go into effect on the 25th of Your 1 Year anniversary month, unless You cancel Your Merchant Store Service as indicated herein. You may cancel Your Merchant Store Service at any time, by sending an email from within the MMC. The email must be received 10 days prior to Your billing date, which is the 25th of the month, to avoid having Your credit card charged for the next month under the Monthly Service Plan. Your Merchant Store Service will be deleted immediately, and no refund will be provided for any payments.

Upon termination of any Merchant Store Service, GlassArtWorld.com will permanently delete from its servers any and all Content contained in Your Merchant Store Service without exception. GlassArtWorld.com accepts no liability for such deleted information or content.

5.0 MERCHANT STORE SERVICE - TERMINATION

GlassArtWorld.com reserves the right to review and terminate Your Merchant Store Service at any time with or without notice to You. Notwithstanding anything to the contrary herein, if GlassArtWorld.com concludes, in its sole discretion, that You (a) have breached, violated or acted inconsistently with the letter or spirit of this Agreement, or any applicable law or regulation; (b) have provided false information as part of your Merchant Store Service Account Information, (c) are engaged in fraudulent or illegal activities or the sale of illegal or harmful goods or services; or (d) are engaged in activities or sales that may damage the rights or reputation of GlassArtWorld.com or others (each "Termination for Cause"), (e) 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. Any Termination For Cause by GlassArtWorld.com will take effect immediately, and You expressly agree that You will not have any opportunity to cure.

5.1 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 GlassArtWorld.com; (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.

5.2 Termination by Merchant

See Sections 4.1 above and Section 18 below.

5.3 Termination by Legal Event

In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes GlassArtWorld.com to believe that this Agreement or Terms may be in conflict with such rules, regulations and/or orders, GlassArtWorld.com may suspend or terminate the Agreement, or terminate individual Terms without liability.

5.4 Sale or Transfer of Your Merchant Store Service Account

Notwithstanding Section 4.0 above, You may sell or transfer Your Merchant Store Service to another individual or entity, provided that all of the following occur: (a) You give prior written notice by certified mail to GlassArtWorld.com with copies of all support documents to the sale or transfer; (b) The New Merchant completes the GlassArtWorld.com Merchant Store Service registration process and selects the Annual (1 Payment) Plan and pays via a valid credit card the current Annual Fees. At which point, GlassArtWorld.com will transfer Your Merchant Store Service account in full, to the New Merchant. (c) You will not receive any refunds for any prior payments. Should You attempt to sell or transfer Your Merchant Store Service in violation of this Section 5.4, such attempt will be null and void, and You will remain responsible for all obligations and liabilities under this Merchant Store Service Agreement.

5.5 Waiver

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

6.0 MERCHANT STORE SERVICE - ACCEPTABLE USE

This Section outlines Merchant requirements and the type of products and services that may be sold by Merchants under the GlassArtWorld.com Merchant Store Service.

GlassArtWorld.com, in its sole discretion, may remove any product or service from any Merchant Store that does not comply with this Agreement or any other applicable terms which may result in the terminate and deletion of the Merchant Store from GlassArtWorld.com.

6.1 General Guidelines

1. **Fraud.** You may not use or manipulate this service for any fraudulent activity or purpose, including using a fraudulent payment instrument to pay GlassArtWorld.com for Your Merchant Store, selling items on GlassArtWorld.com and not delivering them to the buyer, or other user information, as determined in GlassArtWorld.com's sole discretion.
2. **Interference.** You may not spam our system and/or impose an unreasonably or disproportionately large load on our system. You may not put any material on GlassArtWorld.com that contains any viruses, trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
3. **Passwords.** You are solely responsible for actions taken under Your Merchant Store Service password and You agree to keep Your password confidential. You are entirely responsible for maintaining the security of Your Merchant Store Service, and You are fully responsible for all activities that occur under Your Merchant Store Service. You agree to immediately notify GlassArtWorld.com of any unauthorized uses of the Your Merchant Store Service or any other breaches of security. GlassArtWorld.com 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 GlassArtWorld.com be liable, in any way, for any acts or omissions, of You or any user of Your Merchant Store Service to whom You gave access, including any damages of any kind incurred as a result of such acts or omissions.
4. **Comply with applicable laws.** You may not offer for sale or sell an item to any Buyer in a jurisdiction where the item violates applicable laws or regulations. You also may not offer for sale any item that violates GlassArtWorld.com's policies as described below in "Prohibited Uses".
5. **You must accurately describe Your Merchant Store and the items (including condition and price) You are selling.** You may not include any language in Your Merchant Store and Content, including the name, which may confuse potential customers or cause Your Merchant Store and Content to be included in search results that don't accurately describe Your Merchant Store and Content.
6. **You must provide accurate contact information (company name, complete address, phone number, email address).**
7. **You must include information in Your Merchant Store that describes the terms of sale, including payment methods accepted, shipping methods and who will pay the costs, any additional costs associated with a purchase, and the applicable return or refund policy under Your Sales Policy page in Your Merchant Store.**
8. **Every Merchant Store has a basic privacy policy statement, which You must adhere to. This basic privacy policy statement informs Buyers what personal information is collected and how it is used. You are completely and solely**

responsible for all transactions between You and the Buyer and You have implemented additional security measures on Your end to protect against the loss, misuse and alteration of all Buyers information under Your control.

9. Merchants must not engage in practices that are in any way connected with the transmission of "junk mail," "spam," "chain letters," unsolicited advertising, or other unsolicited mass distribution of email. Such as, but not limited to, the following: but are not limited to:
 - o Sending mass email to recipients who haven't requested email from You or Your Merchant Store, and/or sending email with a fake return address by You or a Third Party Service Provider.
 - o Promoting Your Merchant Store with inappropriate links, titles, descriptions, or use of any content for which You do not have the appropriate rights.
 - o Promoting Your Merchant Store by posting multiple submissions in public forums that are identical.GlassArtWorld.com may take action, at our discretion, if we believe You have engaged in impermissible marketing activities, spamming, or other violations of this Agreement or any other terms.
10. Avoid adding any Content to Your Merchant Store that are "adult oriented" in nature or marketed in an objectionable manner, as determined in GlassArtWorld.com's sole discretion.
11. You must ship to the Buyers the item advertised to and purchased by Buyers within a reasonable time period. You may not engage in any unreasonable or unadvertised shipping practices.
12. You must not engage in any unreasonable and inappropriate sales practices such as offering one item for sale in Your Merchant Store and actually selling or shipping another ("bait and switch").
13. You must refrain from misrepresenting Your Content within Your Merchant Store or on Your web site if in any way linked to Your Merchant Store.
14. GlassArtWorld.com reserves the right, in its sole discretion, to change, modify, add or remove all or part of this Agreement, including but not limited to any term, applicable fee, policy, or guidelines, at any time without notice or acceptance by You, except as provided in Section 4 above. Regardless of whether GlassArtWorld.com has provided You individual notice, Your continued use of Your Merchant Store following GlassArtWorld.com's notice or posting of updated Agreement will constitute Your acceptance of such changes. It is Your responsibility to check regularly for changes to the Agreement and ensure that any contact information You provide to GlassArtWorld.com is updated and correct.

6.2 Prohibited Uses

It is Your responsibility to ensure that the Content in Your Merchant Store is appropriate for sale under all applicable laws and regulations. In addition, all Content in Your Merchant Store must be consistent with this Agreement. GlassArtWorld.com, expressly reserves the right to, but has no duty to, remove any Content from Your Merchant Store at GlassArtWorld.com's sole discretion.

1. Any item that is harmful to minors, obscene, or otherwise objectionable.
2. Any Illegal weapons or firearms and/or any related accessories.
3. Cigarettes, illegal drugs, drug paraphernalia (including items to grow, manufacture, or distribute the same), prescription drugs, and medical devices, including any medical device that requires fitting by a certified practitioner or licensed seller.
4. Any item that violates any U.S. export law or regulation, including any items subject to the terms of the U.S. embargoes against Afghanistan, Cuba, Iran, Iraq, Libya, North Korea, and Sudan, and such other countries as may be added from time to time to embargoed countries by the U.S. government.
5. Any item that infringes the rights of a third party, including items that violate copyrights, trademarks, publicity, or privacy rights of third parties. Examples include, but are not limited to:
 - o Unauthorized copies of software, music, video games, movies, photos, or other media.
 - o Bootleg recordings of concerts, movies, or other performances.
 - o Sale of back-up or illegal copies of software.
6. Any item that is counterfeit or stolen, including items that are:
 - o "Replicas," "knock-offs," in the same "style" as, or "fake" versions of a name brand product.
 - o Counterfeit, or for the purpose of producing counterfeit, currency, stamps, government identification.
 - o Inauthentic sports collectibles, celebrity autographs, or otherwise inauthentic versions of memorabilia or other items with inauthentic signatures.

- Any item for gaining unauthorized entry to a place or vehicle including lock-picking devices, vehicle master keys, and other devices.
7. Any item that promotes, glorifies, or is directly associated with groups or individual's known principally for hateful or violent positions or acts, such as Nazis or the Ku Klux Klan. Official government-issue stamps and coins are not prohibited under this policy. Expressive media, such as books and films, may be subject to more permissive standards as determined by GlassArtWorld.com in its sole discretion.
 8. Any animal items that are subject to regulations or laws for the protection of live animals, including endangered species and domesticated animals, as well as any products made from or including any parts of an animal protected by law or regulation.
 9. Any item that has been the subject of a product recall by the U.S. Consumer Product Safety Commission, other government agency, or product manufacturer.
 10. Any item used for hacking, intercepting, jamming, descrambling, or otherwise obtaining unauthorized access to wire, electronic, or other types of communications.
 11. Bodies, body parts, bodily fluids. For example: cadavers, organs, "clean" urine for drug tests, sperm, eggs, blood, breast milk.
 12. Fireworks, explosives, or any hazardous material or restricted chemical.
 13. Government-issued identification documents, whether authentic or counterfeit (e.g., fake IDs for age verification, fake government credentials, passports, green cards, birth certificates), police badges or insignia, and any other law enforcement items (e.g., FBI identification cards, badges, uniforms, flashing lights/sirens, etc.) generally restricted for sale under federal and state law.
 14. Stocks and securities.
 15. Gambling items (lottery tickets, sweepstakes, pyramid schemes, grab bags, raffles, slot machines, etc.).
 16. Individual contracts, services, and any item that is non-transferable.
 17. Event Tickets may only be sold in accordance with applicable state and local law. All Event Ticket descriptions must contain the location of the event (venue, city and state), date of the event, and face value of the ticket(s). GlassArtWorld.com may restrict the sale to the face value of the ticket(s) and require that merchants enter the face value of the ticket(s) as the "Price" for the item.
 18. Non-packaged food items and other food or beverage items sold in a manner inconsistent with federal, state, or legal regulations.
 19. Any used goods not appropriate for resale for safety, health, or other reasons, including any clothing items that have not been appropriately cleaned (e.g., used underwear).
 20. Any coupons, including any manufacturer's or retailer's coupons.
 21. 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, etc.
 22. Have multiple GlassArtWorld.com Merchant Stores offering the same content, with the exception that you may have one Merchant Store that sells Retail and another that sells Wholesale of the same products. However, you understand that no provisions have been or will be provided to allow for limited or restricted access to any Merchant Store by Buyers.
 23. Soliciting for advertisers or sponsors; conducting raffles or contests that require any type of entry fee; displaying any type of 3rd Party banner advertising.
 24. Any other Content that violates any applicable federal, state, or local law or regulation or which GlassArtWorld.com determines, in its sole discretion, is inappropriate for sale through the Merchant Store Service provided by GlassArtWorld.com.
 25. You agree to not point or redirect a domain name to Your Merchant Store, and You also agree not to link or display Your Merchant Store in a frameset.
 26. If an enhancement is provided to the Merchant Store Service that allows you to display additional product photos stored on your web site within Your Merchant Store, it must be a single HTML page for each product. These pages cannot have any hyperlinks to any other page within or external to your web site. The page may contain descriptive text for each additional photo and the text must be formatted as indicated in the instructions provided regarding the use of this feature.

7.0 MERCHANT STORE - CONTENT

You understand that all 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 GlassArtWorld.com, are entirely responsible

for all Content that You make available via Your Merchant Store. The Content must comply with all terms in this Agreement, and any applicable law or regulation.

7.1 Content Ownership

GlassArtWorld.com does not claim ownership of the Content You place in Your Merchant Store. By adding Content to Your Merchant Store, You grant GlassArtWorld.com 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 Merchant Store to use, distribute, display, reproduce, and create derivative works from such material in any and all media and display in any manner in connection with the promotion of GlassArtWorld.com and/or the Merchant Store application developer. You also grant GlassArtWorld.com the right to maintain such content on GlassArtWorld.com's servers during the term of this Agreement 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 have a Merchant Store Service and terminates when Your Merchant Store Service is terminated.

7.2 Content Acknowledgement

1. That GlassArtWorld.com may establish limitations and/or additional fees on storage space and bandwidth usage for Merchant Stores on GlassArtWorld.com servers.
2. That GlassArtWorld.com does not pre-screen Content, but that GlassArtWorld.com and its designees shall have the right (but not the obligation) in their sole discretion to remove any Content that is available from Your Merchant Store. Without limiting the foregoing, GlassArtWorld.com and its designees shall have the right to remove any Content that violates this Agreement with or without notice. 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.
3. That GlassArtWorld.com, at any time, may be required to disclose information to individuals asserting rights under the Digital Millennium Copyright Act, and You expressly authorize GlassArtWorld.com to comply with any and all lawful notices, subpoenas, court orders or warrants without prior notice to You.

7.3 Privacy Policy

Your Merchant Store is provided with a default privacy policy that discloses any and all uses of personal information that is collected from Buyers by GlassArtWorld.com and Your Merchant Store. You agree to use personal information only as expressly permitted by the default privacy policy. You agree to indemnify and defend GlassArtWorld.com 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. You may submit suggestions for content changes to the default privacy policy page at any time.

8.0 MERCHANT STORE SERVICE – MERCHANT AND BUYER TRANSACTION INFORMATION

GlassArtWorld.com maintains information about You and Your Merchant Store Service on GlassArtWorld.com servers, including, but not limited to, Your Account Information, Your Buyers order information, sales information, and product data. You grant to GlassArtWorld.com 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 GlassArtWorld.com 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 this Agreement; (d) to respond to claims that You or Your Merchant Store is engaged in activities that violate the rights of third parties; or (e) to protect the rights or interests of GlassArtWorld.com or others; provided, however, that nothing in this Section shall impose a duty on GlassArtWorld.com to make any such disclosures.

8.1 Buyer Credit Card Data Deletion

You acknowledge and understand that GlassArtWorld.com deletes all Buyers credit card data from GlassArtWorld.com servers, 5 to 7 calendar days after the order has been submitted to Your Merchant Store. It is Your responsibility for

reviewing and retrieving the order payment details within 5 calendar days of a Buyer placing the order via Your Merchant Store. Deleted Credit Card data cannot be restored.

8.2 Buyer Order Details Deletion

GlassArtWorld.com may in its sole discretion delete all Buyer order details stored on the GlassArtWorld.com server, that are more than 30 calendar days old at the end of each calendar year.

8.3 Merchant Credit Card Data Security Responsibilities

This Section applies to a Merchant that stores, processes, handles or transmits cardholder data (the card number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information) in any manner.

- (a) Merchant shall at all times comply with the Cardholder Information Security Program ("CISP") requirements for cardholder data. The CISP Requirements documentation is available at:
http://usa.visa.com/business/accepting_visa/ops_risk_management/cisp.html
- (b) Merchant acknowledges and agrees that cardholder data may only be used for assisting in completing a card transaction, or as required by applicable law.
- (c) Merchant must verify that they have authorization from their Merchant Account provider to process Card Not Present transactions via the Internet.
- (d) Merchant and its successors and assigns shall comply with the CISP Requirements after termination of this Agreement.

9.0 COMPLIANCE

9.1 Compliance – Residency/Affiliations

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/> under the Compliance and Enforcement section and <http://www.treas.gov/> under the Office of Terrorism and Financial Intelligence (TFI), Office of Foreign Assets Control. 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 Merchant Store Service. You shall, upon the request of GlassArtWorld.com, provide GlassArtWorld.com assurance of Your compliance with those laws. You acknowledge that GlassArtWorld.com exercises no control whatsoever over the content of the information that passing through Your Merchant Store account and that it is Your sole responsibility to ensure that the information You and Your Buyers transmit and receive complies with all applicable laws and regulations and this Agreement.

9.1 Compliance - Taxes

You solely responsible for paying 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 operation of Your Merchant Store Service under this Agreement.

You are responsible for charging and collecting from Your Merchant Store Buyers any and all applicable taxes. If You fail to impose and/or collect any tax from Your Merchant Store Buyers or Your other retail Buyers as required herein, then, as between GlassArtWorld.com 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 Your Merchant Store Buyers or Your other retail Buyers, You agree to indemnify and hold harmless GlassArtWorld.com for any costs incurred as a result of actions taken by the applicable taxing authority to collect the tax from GlassArtWorld.com due to Your failure to pay or collect and remit such tax to such authority.

10.0 INDEMNITY

You agree to indemnify and hold harmless GlassArtWorld.com, and its parents, subsidiaries, affiliates, developers, co-branders 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 resulting from Your use of the Merchant Store Service, Your conduct, the goods or services offered or sold through Your Merchant Store, any alleged violation of this Agreement, including any applicable 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, other intellectual property, or any credit card or user identifiable information used in connection with Your Merchant Store Service. GlassArtWorld.com 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.

GlassArtWorld.com 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 GlassArtWorld.com, and not for Your benefit or that of any third party. If the investigation reveals any information, act or omission, which in GlassArtWorld.com's sole opinion constitutes a violation of any local, state, federal or foreign law or regulation, or this Agreement, GlassArtWorld.com may immediately terminate and delete your Merchant Store Account, and notify You of the action. You agree to waive any cause of action or claim You may have against GlassArtWorld.com for such action.

11.0 GLASSARTWORLD.COM INTELLECTUAL PROPERTY

Except for the rights expressly granted herein, this Agreement does not transfer from GlassArtWorld.com to You any GlassArtWorld.com developed, licensed or owned technology, and all rights, title, and interest in and to such technology will remain solely with GlassArtWorld.com. 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.

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

You will not use GlassArtWorld.com's name or any language, pictures or symbols which could, in GlassArtWorld.com's sole judgment, imply GlassArtWorld.com's identity in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without GlassArtWorld.com's prior written consent. You agree that any and all press releases and other public announcements related to this Agreement and subsequent transactions between GlassArtWorld.com and You, including the method and timing of such announcements, must be approved in advance by GlassArtWorld.com in writing. GlassArtWorld.com 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.

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12.0 GLASSARTWORLD.COM PROPRIETARY RIGHTS AND SOFTWARE

You acknowledge and agree that the Merchant Store Service and any necessary software used in connection with the Merchant Store 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 GlassArtWorld.com for the Merchant Store Service, or contained in any sponsor advertisements or information presented to You through the Merchant Store Service or advertisers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by GlassArtWorld.com or advertisers, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the such Content, the Merchant Store Service or the Software, in whole or in part.

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With respect to any elective, additional software that may be made available by GlassArtWorld.com in connection with the Merchant Store 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.

13.0 MODIFICATIONS TO AND DISCONTINUATION OF SERVICE

GlassArtWorld.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Merchant Store Service (or any part thereof) with or without notice. You agree that GlassArtWorld.com shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Merchant Store Service. If GlassArtWorld.com at any time decides to permanently discontinue the Merchant Store Service, there shall be no liability on the part of GlassArtWorld.com for Merchants under the Monthly Service Plan. For Merchants under the Annual Service Plan, GlassArtWorld.com will refund the unused portion of your Annual Service Plan fee.

14.0 DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) THE MERCHANT STORE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GLASSARTWORLD.COM 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 MERCHANT STORE SERVICE, THE SOFTWARE, AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MERCHANT STORE 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 MERCHANT SERVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE MERCHANT STORE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MERCHANT STORE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE MERCHANT STORE 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 MERCHANT STORE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

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

15.0 LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GLASSARTWORLD.COM AND ITS AFFILIATES, CO-BRANDERS, DEVELOPER 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 GLASSARTWORLD.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE MERCHANT STORE SERVICE; (ii) ERRORS, DEFECTS, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE OF THE MERCHANT STORE 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 MERCHANT STORE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE MERCHANT STORE SERVICE; (vi) ANY GOOD OR SERVICE OFFERED OR SOLD THROUGH THE MERCHANT STORE SERVICE; OR (vii) ANY OTHER MATTER RELATING TO THE MERCHANT STORE SERVICE OR SOFTWARE.

GLASSARTWORLD.COM'S LIABILITY TO YOU SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY YOU TO GLASSARTWORLD.COM OVER THE COURSE OF THE EXISTING ANNUAL OR MONTHLY TERM OF YOUR CONTRACT. YOU ACKNOWLEDGE THAT GLASSARTWORLD.COM 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.

16.0 NOTICE

Notices under this Agreement 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 GlassArtWorld.com, such notices shall be addressed to PO Box 86767, Madeira Beach, FL 33738, USA or send from within Your Merchant Store account. If to You, such notices shall be addressed to the electronic or mailing address specified in Your Merchant

Store account. GlassArtWorld.com will provide notices of changes to this Agreement or other matters by displaying the notices or links to notices to You within Your Merchant Store account login page.

17.0 CHOICE OF LAW AND FORUM (LOCATION OF LAWSUIT)

This Agreement and the relationship between You and GlassArtWorld.com, shall be governed by the laws of the State of Florida without regard to its conflict of law provisions, and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. You and GlassArtWorld.com agree to submit to the personal jurisdiction of the courts located within the county of Pinellas, Florida. The failure of GlassArtWorld.com to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

18.0 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 GlassArtWorld.com), 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 GlassArtWorld.com is unable to provide the Merchant Store Service for a period of thirty (30) consecutive days as a result of a continuing force majeure event, You may cancel Your Merchant Store Service but there shall be no liability on the part of GlassArtWorld.com for Merchants under the Monthly Service Plan. For Merchants under the Annual Service Plan, GlassArtWorld.com will refund the unused portion of your Annual Service Plan fee.

19.0 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 GlassArtWorld.com, and any attempted assignment or delegation without such consent will be void. GlassArtWorld.com may assign this Agreement in whole or part. GlassArtWorld.com also may delegate the performance of Services to third parties, including GlassArtWorld.com affiliates. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

20.0 RELATIONSHIP OF PARTIES

This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between GlassArtWorld.com and You. Neither GlassArtWorld.com 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.

21. NO THIRD PARTY BENEFICIARIES

GlassArtWorld.com 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.

22.0 INTEGRATION AND SEVERABILITY

This Agreement constitutes the entire agreement between You and GlassArtWorld.com and govern Your use of the Merchant Store Service, superceding any prior agreements between You and GlassArtWorld.com (including, but not limited to, any prior versions of this Agreement) pertaining to the Merchant Store Service. You also may be subject to additional terms and conditions that may apply when You use affiliate or other GlassArtWorld.com services, third-party content or third-party software. If any provision of this Agreement 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 this Agreement 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 Merchant Store Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The Section titles and order they appear in, in this Agreement are for convenience only and have no legal or contractual effect.

23.0 SURVIVAL

The provisions of Sections 6, 7, 8.2, 10, 11, 12, and 14 through this Section 23 will survive any termination or expiration of this Agreement.