

This is an agreement between ("Merchant" or "you") and **Organic Mall, Inc.**, a Texas corporation dba Organicmall.com ("Organic Mall").

Organic Mall, Inc.

10802 DK Ranch Rd.

Austin, TX 78759

512-358-1719

Please read this Agreement carefully. By enrolling as a Merchant, you agree to be bound by this Terms of Agreement and Conditions of Use contained on the Organicmall.com Site (as defined below) and any Attachments (collectively, the "Agreement"). In this Agreement, "you" and "your" refers to the Merchant. You agree that any of your agents, representatives, employees, or any person or entity acting on your behalf with respect to the use of the Organicmall.com Site, shall be bound by, and shall abide by, these Terms of Agreement and Conditions of Use. You further agree that you are bound by these Terms of Agreement and Conditions of Use whether you are acting on your own behalf or on behalf of a third party, including another Merchant.

1. DEFINITIONS.

- a. "Organicmall.com Site" and "any Organic Mall Site" means Organicmall.com's on-line shopping mall that provides links to merchant's sites and related information. All references to any "Organic Mall Site" shall include all versions of the Organic Mall service, as such service may be co-branded, co-marketed and/or private labeled, whether under Organicmall.com branding and domains or otherwise.
- b. "Add On Services" means those additional services elected by Merchant for use or display with Merchant Content on any Organic Mall Site.
- c. "End-User" means a user of the Web.
- d. "Link" means a hyperlink from one Web page to another.
- e. "Merchant Content" means any information, material or content owned by the Merchant and provided in any form to Organic Mall including, without limitation, graphics, logos, trademarks, and service marks.
- f. "Merchant's Site" means Merchant's Web site, or other locale through which Merchant features, markets and/or sells products and/or services.
- g. "Proprietary Technology" means Organic Mall's proprietary computer programs and software, and all services, methods, processes, data, information, wrappers and other business property created and/or owned by Organic Mall from time to time.
- h. "Services" means the processing of Merchant Content, selected at Organic Mall's sole discretion provided by you, and the provision of Links from selected pages of the Organicmall.com Site to the Merchant Site.
- i. "Territory" means throughout the universe.

2. APPOINTMENT AND DUTIES.

Merchant hereby appoints Organic Mall, and Organic Mall hereby accepts such appointment, to undertake the Services in the Territory during the Term, as hereinafter defined. During the Term, Merchant hereby grants to Organicmall.com the non-exclusive right and license, in the Territory, to (i) organize, reproduce and otherwise use Merchant Content on any Organic Mall Site (alone or in combination with other Links and works); (ii) reproduce, transmit, publicly display and/or distribute Merchant Content as part of any Organic Mall Site; (iii) develop and operate links on any Organic Mall Site that permit End-Users to access the Merchant's Site; and (iv) use, reproduce, organize and publicly display Merchant's trademarks, logos, slogans, trade names and service marks in connection with any Organic Mall Site. Nothing in this Agreement shall limit Organic Mall's right to use data and information (including Merchant Content) that is in the public domain.

3. TERM.

The Term of this Agreement shall begin on the day that Organicmall.com accepts your application to become a Merchant, and shall continue until this Agreement is terminated either by you or by Organicmall.com, in accordance with Section 15 of this Agreement.

4. REPRESENTATIONS AND COVENANTS.

Merchant represents and covenants to Organic Mall that: (1) Merchant has all necessary rights and interests in and to the Merchant Content; (2) there are no consents or approvals necessary for Merchant to enter into this Agreement; (3) neither the Merchant Content, the products and/or services offered by Merchant, nor the Merchant's use of any data or information relating to any End-User violate or will violate the privacy statement of Organic Mall or any state or federal regulation, rule, statute or law; (4) all Merchant Content shall be accurate; (5) Merchant shall be responsible for offering and selling its products and services featured on any Organic Mall Site, including without limitation, order taking and fulfillment, shipping, transaction processing, invoicing, product returns or replacement, customer service, and payment of any taxes and charges; (6) Merchant is duly organized, validly existing and in good standing; (7) Merchant is duly qualified and licensed to conduct its business, and has full power and authority to enter into, and perform under, this Agreement; (8) Merchant's performance hereunder and delivery to Organic Mall of the Merchant Content will not violate any agreement; (9) to the extent that pharmaceuticals, drugs, health products or services, medical advice and/or medical devices are offered, sold or promoted on Merchant's Site, Merchant is a licensed health care provider or is otherwise fully authorized to advise, prescribe, distribute or otherwise deal in such products and services in the jurisdictions in which they are offered or sold; (10) Merchant must make available for sale to the public at least one organic product; (11) Merchant's website must represent the sale of organic products; and (12) the Merchant Content shall not contain or transmit information that is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights including, but not limited to, intellectual property rights, and rights of privacy and publicity.

5. LIMITATION OF LIABILITY.

Organic Mall's total liability arising out of this agreement shall be limited to the fees paid by Merchant to Organic Mall under this agreement. In no event shall Organic Mall or any Affiliate be liable for any special, consequential, incidental or indirect damages, including lost profits, occasioned by the breach of any obligation under this agreement for any cause whatsoever, whether foreseeable or not, on any theory of liability, and notwithstanding any failure of essential purpose of any limited remedy. Every Organic Mall Site is provided "as is."

Organic Mall makes no warranties of any kind, either express, implied or otherwise, regarding any Organic Mall site or its services, and Organic Mall disclaims any implied warranties of non-infringement, title, merchantability, or fitness for a particular purpose. Organic Mall does not warrant or guarantee that the operation of any Organic Mall site will be uninterrupted or error-free. Organic Mall does not make any representations regarding the use or the results derived from any Organic Mall site. Organic Mall does not warrant or guarantee that any end-users will purchase any products or services from merchant. Without limiting the foregoing, Organic Mall shall have no liability hereunder by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood storm, explosions, earthquakes, internet outages, computer virus, acts of God, war, governmental action, or any other cause that is beyond Organic Mall's reasonable control.

6. PROPRIETARY RIGHTS.

Merchant understands and agrees that Organic Mall is the exclusive owner of the Proprietary Technology, including, without limitation, any and all intellectual property or proprietary rights therein. Organic Mall does not grant to Merchant any right or license, express or implied, in the Proprietary Technology. Merchant acknowledges that Organic Mall is and shall be the sole owner of all right, title and interest in and to any and all information, data, compilations and processes resulting from Organic Mall's operation of Organicmall.com or any other Organic Mall Site. Organic Mall does not grant Merchant any right, or any license, express or implied, in the Proprietary Technology.

7. INDEMNIFICATION.

Merchant shall indemnify and hold Organic Mall harmless from any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorneys' fees, arising in connection with (i) any breach or misrepresentation under this Agreement by Merchant, its affiliates, or other persons, or the employees or agents of any of the foregoing; (ii) the products or services offered or sold by Merchant; and (iii) the Merchant Content. Organic Mall shall indemnify and hold Merchant harmless from and against any and all third party claims, liabilities, judgments, costs, damages, and expenses, including reasonable attorneys' fees, arising in connection with any breach or misrepresentation under this Agreement by Organic Mall, its representatives, employees or agents.

8. PAYMENT.

You agree to pay Organic Mall all applicable fees and charges to your account in United States dollars, in accordance with the terms of the lease and any advertising or Add On Services you selected, including, if any, all applicable taxes, in accordance with billing terms in effect at the time the fee becomes payable. You agree that you will be charged for your selections as to the term of the lease, advertisements, and Add On Services as per the "Organic Mall Price List" and as calculated in accordance with Organic Mall's standard practices. You may pay Organicmall.com by credit card, charge card, debit card, or wire transfer. We accept Visa, MasterCard, Discover, and American Express. You represent that all information you provide for the purpose of enrolling as a Merchant will be accurate, complete and current. Your right to access your account with Organic Mall is subject to any limits established by Organic Mall. If payment cannot be charged to your credit/charge/debit card, for whatever reason, or if there is a chargeback for any reason, or if your financial institution does not honor your check, Organic Mall reserves the right to either suspend or terminate this Agreement and to charge you a handling fee of \$35 for each such instance. You will be assessed a fee for any returned checks, declined cards, or chargeback requests on your account. Suspension or termination includes but is not limited to removal of your Content from any Organic Mall Site. You must submit any claims or disputes you may have with respect to any charge to your account in writing to Organic Mall within 15 days of such charge. Otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge. In the event of any failure by you to make payment, you will be responsible for all reasonable expenses (including attorneys' fees) incurred by Organic Mall in collecting such amounts.

9. AUTOMATIC LEASE PREPAYMENT PLAN.

Unless you receive credit approval from Organic Mall to be invoiced monthly, you will be enrolled in a Automatic Lease Payment Plan. Under the Automatic Lease Payment Plan, your credit card will be charged in the amount specified by you in the enrollment process and your Merchant Content will be posted on the Organicmall.com Site. Once Organic Mall approves you as a Merchant, you will be deemed to have authorized Organic Mall to automatically charge another amount to your credit card, as specified in the enrollment process. Merchants who are on Yearly Payment Plans will be sent an email at least 14 days before expiration of Yearly Payment Plan. At this time the merchant will have 14 days to notify Organic Mall by U.S. Certified Mail, Return Receipt Requested if they do not want to renew their Payment Plan for another year. If Organic Mall is not notified, the merchant's Yearly Payment Plan will automatically renew for another year and your credit card will be charged in the amount specified by you in the enrollment process.

10. MERCHANT APPROVAL.

Upon submission of an application, Organic Mall agrees to process the request and inform the applicant whether the application is approved or denied. Organic Mall shall have the exclusive right to a) approve or deny any application to become a Merchant; b) approve or deny all general directory listings and all specific section listings; c) reject any listing it deems inappropriate. Organic Mall reserves the right to limit the number of listings or advertisements requested by a Merchant. Organic Mall specifically reserves the right not to approve duplicative product listings, multi-level marketers, and franchise listings such as, but not limited to: ganoexcel.com, onegrp, and youngliving.us.

11. SITE PLACEMENT.

Organic Mall specifically disclaims any warranty regarding the rank, location and prominence of Merchant Content anywhere on the Organicmall.com Site, unless otherwise agreed in writing and signed by both parties. Organic Mall reserves the right to remove Merchant Content at any time for any reason. Organic Mall also reserves the right, in its sole discretion, to suspend or cease the promotion of your site at any time, for any reason.

12. ADVERTISING.

Advertising costs shall be governed by the advertising rates in effect at the time of any request and shall be attached to the final agreement as an exhibit and shall be enforceable only if signed by both parties, in writing or electronically. Advertisement space shall be granted on a first come, first serve basis. If there are no additional advertising spaces, you may request to be put on a waiting list. Organic Mall shall have the exclusive right to a) approve or deny any advertising request; b) limit the number of advertisements requested by a Merchant. Organic Mall specifically reserves the right not to approve duplicative product listings, multi-level marketers, and franchise listings such as, but not limited to: ganoexcel.com, onegrp, and youngliving.us.

13. CONFIDENTIALITY.

"Confidential Information" means any information disclosed to you by Organic Mall or to Organic Mall by you, either directly or indirectly, in writing, orally, by inspection of tangible objects or by data feed or other electronic means, other than information that the disclosing party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to you by Organic Mall or to Organic Mall by you; (ii) becomes publicly known and made generally available after disclosure to you by Organic Mall or to Organic Mall by you other than through action or inaction; (iii) is in the disclosing party's possession, without confidentiality restrictions, at the time of disclosure by Organic Mall or by you as shown by files and records immediately prior to the time of disclosure; or (iv) consists of solely of data aggregated with data which is not "Confidential Information" under this Agreement, provided that the aggregated data are presented in a manner that makes it impossible to identify the party or parties to whom the data relate. Neither Organic Mall nor you shall at any time (a) disclose, sell, license, transfer or otherwise make available to any person or entity any Confidential Information it receives from the other party; (b) use any Confidential Information received from the other party; or (c) reproduce or otherwise copy any Confidential Information received from the other party, except as necessary in connection with the purpose for which such Confidential Information is disclosed to the other party or as required by applicable law. Each party agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the personal property of the disclosing party and all documents, electronic media and other tangible items containing or relating to any Confidential Information shall be delivered to the disclosing party immediately upon the disclosing party's request.

14. CANCELLATION OR TERMINATION.

If you are dissatisfied with Organic Mall or any Organicmall.com Site or with any of the terms and conditions contained herein, your sole and exclusive remedy is to terminate your account with notice. You must submit a request to terminate this Agreement by giving written notice by U.S. Certified Mail, Return Receipt Requested, to Organic Mall, Inc., 10802 D-K Ranch Road, Austin, Texas 78759, Attn: Termination Department. Merchant shall deliver, and Organic Mall shall receive, such termination notice no less than 30 days prior to Merchant's requested termination date. Refunds shall be governed by the Refunds section below. Notwithstanding anything contained in this Agreement to the contrary, Organic Mall may, in its sole discretion, terminate your account, and discontinue your participation in any Organicmall.com Site. Reasons for Organic Mall's determination to so terminate or discontinue your account or participation as provided for above include, but are not limited to, if Organic Mall believes that you violated this Agreement or other policies or guidelines of Organic Mall or any other party, or if Organic Mall believes your conduct may be harmful to other consumers, merchants or others who use or participate in (or offer to its users) any Organic Mall Site. All decisions made by Organic Mall in this matter will be final and neither Organic Mall shall have any

liability with respect to such decisions. Sections 4, 5, 6, 7, 8, 9 and 13 shall survive any termination of this Agreement.

15. REFUNDS.

Unless Organic Mall fails to provide the bargained for Services, no refunds will be given for any payments made by you to Organic Mall. **Month-to-Month Merchants** - Provided that Merchant complies with the Termination and Notice provisions of this Agreement, automatic payments from Month-to-Month Merchants shall cease at the end of the month of the termination date in which Merchant states in its Termination Notice. **Annual Merchants** - Due to the significant price savings given to annual contract Merchants, Unless Organic Mall fails to provide the bargained for Services, no refunds will be given for any payments made by you to Organic Mall.

16. NOTICES and CONTENT CHANGE REQUESTS.

Notices (including notice of changes to or termination of this Agreement by Organic Mall) may be given by email from Organic Mall. It is your responsibility to ensure that your e-mail address and any other contact information you provide to Organic Mall is updated and correct. Even if you do not receive an e-mail notification, you will be deemed to have received any notice posted in the appropriate section of the Organicmall.com Site.

Merchant may submit changes or revisions to Merchant Content at any time via e-mail, with proof of receipt, or by Certified Mail, Return Receipt Requested, to Organic Mall, Inc., 10802 D-K Ranch Road, Austin, Texas 78759. Organic Mall will update Merchant's request for changes or product information within 30 days of receiving notification.

17. CHOICE OF LAW AND JURISDICTION; DISPUTE RESOLUTION.

- a. Law.** Texas law shall govern this Agreement, regardless of the location or citizenship of the Merchant. By entering into this Agreement, the Merchant consents to the exclusive jurisdiction and venue of the appropriate state court in Travis County, Texas or the federal jurisdiction for Austin, Travis County, Texas for federal issues, such as copyright, patent and trademark infringement claims. The user agrees that it will not institute legal actions against Organic Mall, Inc., in any other court or administrative body, without the express prior written permission of Organic Mall, Inc., and that if the user violates this provision, the user shall be liable for all legal fees and costs incurred by Organic Mall, Inc., in removing the case to an agreed Court.
- b. Dispute Resolution.** Any dispute relating in any way to this Agreement shall be submitted to confidential mediation in Travis County, Texas, except that, to the extent you have in any manner violated or threatened to violate Organic Mall's intellectual property rights, Organic Mall may seek injunctive or other appropriate relief in any state or federal court in the state of Texas, and you consent to

exclusive jurisdiction and venue in such courts. In the event mediation is unsuccessful, then such dispute shall be arbitrated in Travis County, Texas. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

18. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between you and Organic Mall. Any previous agreements between you and Organic Mall for listing of Merchant Content on any Organic Mall Site are terminated and of no further force, except for the provisions thereof relating to payment of any sums to Organic Mall, confidentiality and ownership of proprietary information and intellectual property, which shall remain enforceable in accordance with such agreements.
- b. If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of this Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has like economic effect.
- c. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party.
- d. Organic Mall may change this Agreement at any time upon notice published on any Organicmall.com Site or by e-mail notification to you. Unless you terminate this Agreement, any continued listing of Merchant Content on any Organic Mall Site after the effective date of such change shall be deemed to be continued acceptance of this Agreement including its amendments and modifications.
- e. Organic Mall reserves the right to discontinue offering the Services at any time.

19. ARTICLE SUBMISSION.

You represent and warrant that you are the sole author(s) and sole proprietor(s) of all rights in and to the aforementioned work; that the work is original; that it does not violate or infringe on any copyright or any other personal or property rights of others, whether common law or statutory; that all statements asserted in the work as employer, company, or organization, you have notified them; and that you have the power to enter into this agreement. Your work contains no material from other copyrighted or unpublished works that has been used without the written consent of the copyright owner and/or of the owner of any other rights to or in such other works and that you will obtain any such written consent as may be required and deliver it to us. The

Content you submit for publication on any Organic Mall site will not violate or infringe the rights, including intellectual property rights, of any person or third party. Your article does not contain controversies, innuendoes, accusation, false claims and other unlawful and untruthful statements.

You agree to cooperate with Organic Mall in its defense of any action related to the Content. In addition, you agree to indemnify and hold Organic Mall harmless from any and all claims, losses and expenses that are a result of your breach of the foregoing representations.

Submission of any content to the Organic Mall site does not in any way guarantee that Content will be published or will appear on the site. Organic Mall reserves the right to reject any article for any reason. Organic Mall can delete or edit any Content at any time, without notice to the Author. Organic Mall has no obligation to pay you a fee for publishing your article. If you are seeking payment for the use of your article, please do not submit your article to us.

You agree to these Terms when you return the OrganicMall.com Organic Internet Program with or without a formal signature.

These Terms were updated on 2-14-08.