

SUBSCRIPTION AGREEMENT

1. INTRODUCTION

Welcome to Paywithchip! We start every new subscriber relationship with a contract, which can be canceled by you at any time. The following contract spells out what you can expect from us, and what we expect from you. Your download of, and registration within the Paywithchip Marketplace software serves as your agreement to this document.

2. ACCESS AND SERVICES

Your access to the various services available on this system depends on the level of access you select. You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate access to the service on our system at any time for any reason without notice or refund, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system.

3. FEES AND PAYMENT

We will charge you a standard monthly fee for using our system as well as additional fees depending on the type of service you have selected. You should review the complete and current price list before signing up for any services. You will be given the opportunity to pay by credit card or by check when you sign up. You can cancel your account at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month for which you discontinued service. We reserve the right to change our fees at any time for any reason, but, whenever possible, we will give you at least one month's advance notice of such change.

4. SYSTEM RULES

You agree to be bound by certain rules that are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service. First, do not tell others your password or let your account be used by anyone except yourself. Second, do not attempt to log in more than once at the same time on any given account without specific permission of one of our operators. Third, while you should feel free to express yourself, you should respect other users of the system and not do anything to attack or injure others. Fourth, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

5. PRIVACY CONSIDERATIONS

Your communications on this system are, in most cases, viewed only by you and anyone to whom you address your message. However, as system operators, we may need to review or monitor your electronic mail and other communications from time to time. In addition, we reserve the right to copy and distribute to third parties any information associated with your activities on the system. Therefore, you should not expect to have a right to privacy in any of your communications.

6. PROPRIETARY RIGHTS

By posting messages, uploading files, inputting data, or engaging in any form of communication on our system, you are hereby granting to the public an unrestricted license to use, copy, modify, adapt or document in any form any communications, information or any underlying work in which you may possess proprietary rights, including but not limited to copyright rights. All users of the system are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices. You shall have absolutely no recourse against us as the system provider for any alleged or actual infringement of any proprietary rights to which you may claim ownership.

Your use of our system affords you access to many of the features of our system, but some aspects of our system remain within our exclusive proprietary control. We or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our system, many of the individual features, and the collective works consisting of sequences of all public messages on our system. You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition; you may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or disassemble any aspect of the system that we or our suppliers own.

7. LIMITATION OF LIABILITY

You must bear the risk of any liability relating to your use of our system. We would not be able to afford to operate this system if we were held accountable for every wrongful action by every online subscriber. ACCORDINGLY, YOUR USE OF THE ONLINE SYSTEM IS ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH OUR SYSTEM, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

8. INDEMNITY

You shall defend and indemnify us and hold us harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by you or materials or information transmitted by you in connection with our system, leading wholly or partially to claims against us or our system by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

9. DISCLAIMERS OF WARRANTY

THE SYSTEM IS PROVIDED "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE.

10. CHOICE OF LAW

You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of the Florida of the United States of America, and that any action arising out of this Agreement shall be litigated and enforced under the laws of the Florida of the United States of America. In addition,

you agree to submit to the jurisdiction of the courts of the Broward County, Florida and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of Broward County, Florida.

11. ACKNOWLEDGMENT

This Agreement represents the entire understanding between you and us regarding your relationship to Online and supersedes any prior statements or representations. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS ONLINE SUBSCRIBER AGREEMENT, please download and complete the registration within the Paywithchip Marketplace software.