

eStore Subscriber Agreement

This Agreement is made and entered into the day "Subscriber" completes the enrollment process for an eStore on the **eComBeauty** platform, a division of ECOMNOW LLC, hereinafter referred to as Company.

Background

A. COMPANY owns certain application rights and licenses for the operation of its platform and related websites. COMPANY agrees to provide Subscriber a non-exclusive License to use its software, Content and other Services outlined in this Agreement.

B. Subscriber desires to enter into a Distribution Agreement with COMPANY whereby COMPANY will License Subscriber to distribute such Content to Customers via the Internet hereinafter referred to as "eStore".

C. COMPANY agrees to grant Subscriber the right to a License to operate the eStore and distribute Products in accordance with the terms of this Agreement and as specified herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions.

a. The Content. COMPANY's proprietary computer programming and related source code; COMPANY's technical information and related explanatory written materials, files or instructions; upgrades, updates, modified versions, additions, and copies of the Software, if any, licensed to you by COMPANY (collectively, "Upgrades"); and all modifications made to the foregoing provided by COMPANY and hosted on COMPANY computers pursuant to this Agreement.

b. Customer(s). An individual, COMPANY, corporation or other legal entity that voluntarily accesses the eStore via the Internet for the purpose of evaluating and/or purchasing Products made available by COMPANY on the eStore.

c. Product(s). All items provided by COMPANY loaded into the database and displayed on the eStore.

e. License. The non-exclusive, limited-term right granted to Subscriber to use the Content owned by COMPANY to operate a private labeled eStore for the distribution of Products to Customers.

f. COMPANY Trademark(s). The trademarks, trade names, and logos owned by COMPANY and Licensed to Subscriber to promote the Services provided under the terms of this Agreement.

g. Sales Territory. Any customer or business operating or residing in the United States of America and further described as any Customer using a U.S. bank credit card and having a U.S. ship to address.

h. eStore. An Internet shopping site based on available templates and technology from COMPANY, private-labeled and identified with the Subscriber's name, address and contact information. The eStore shall contain Products and services to be offered to Subscriber's Customers. The store is operated and maintained by COMPANY for the sole purpose of receiving and processing orders from Subscriber's Customers.

i. Service. All services provided by COMPANY to Subscriber and Customers including but not limited to:

- (1) The design, publishing and hosting of the eStore
- (2) The processing of all Customers' orders, including credit card authorization, packaging and shipping orders, invoice confirmation and tracking advice via e-mail.
- (3) Customer Support M-F 8:00am-6:00pm EST via e-mail.
- (4) Subscriber Support M-F 8:00am-6:00pm EST via e-mail.

2. License.

a. Rights Granted to Subscriber. In accordance with the terms of this Agreement and the Exhibits hereto, COMPANY grants Subscriber a limited term, non-transferable, non-exclusive license and right to:

- (1) One private-label eStore with Subscriber's name and contact information including all COMPANY inventory preloaded on the eStore. If requested and applicable, URL masking shall be subject to additional fees.
- (2) Offer all Products available on the eStore to Subscriber's Customers.
- (3) Advertise the eStore and/or Products to Customers.
- (4) Use the Content to view orders, run sales reports and have access to the Reseller Information Portal (RIP) to operate all features of the eStore.
- (5) Receive a commission on all Product sales conducted on the eStore.
- (6) Software Options. Software modules will be made available to Subscriber by COMPANY from time to time. Subscriber shall have the sole right to use or decline the use of any module.

i. eComNow Marketing Program: This module allows Subscriber to customize their eStore, make personalized Product recommendations to Customers, share marketing material, view sales data and other features offered by Company from time to time.

b. Rights Reserved. The Content is the property of COMPANY or its licensors, Subscriber has no rights in the foregoing except those expressly granted by this Agreement. Nothing herein should be construed as restricting COMPANY's right to sell, lease, license, modify, publish or otherwise distribute the Content in whole or in part, to any other person or entity.

3. Distribution.

a. Promotion. Subscriber will promote Products based on the stated specifications described on the eStore. All cost of promotion to Customers shall be at the sole expense of Subscriber.

b. Cost of Distribution. All costs relating to the evaluation, manufacture, packaging, and distribution of the Products shall be at the sole expense of COMPANY.

4. Delivery Obligations/Options.

a. Initial Deliverables. COMPANY shall deliver the Content and one complete functioning private label eStore to Subscriber within three (3) days maximum from the date of this Agreement.

b. New Versions. During the term of this Agreement, COMPANY will give Subscriber advance notice of its plans for each new release.

c. New Products. Each party understands and acknowledges that COMPANY is responsible for 100% of the Products available on the eStore. Such Products shall be updated periodically with items being added and deleted based on availability. COMPANY makes no representations or warranties with respect to continued availability of any specific Product covered by this Agreement, or the nature or availability of any future modifications, updates, or enhancements of the Content thereto. COMPANY will use its best effort to expand the Product offering with quality merchandise at discounted prices during the term of this Agreement.

5. Support Obligations.

a. Support to Customers. COMPANY will provide support to Customers utilizing the Content per the conditions stated on the Customer Support Policy section of the E-Store and further described in "Exhibit A". COMPANY reserves the right to change the Customer Support Policy terms from time to time without notice to Subscriber. Subscriber shall be responsible for direct support to Customers not covered in "Exhibit A".

b. Support to Subscriber. COMPANY will provide, without charge, support services to Subscriber at support@eComBeauty.com, Monday through Friday, 8:00AM-6:00PM EST. Subscriber will receive diagnostic and problem responses for all eStore services, information regarding site availability, site access, customer status, reporting and accounting issues.

6. Payments and Reporting.

a. Set-Up Fee. Subscriber agrees to pay the set-up fee as set forth in the Offer Page for the right and License contemplated herein pursuant to the terms and conditions of this Agreement.

b. Subscription Fee. Company to waive the subscription fee for a period of 180 days (Free Period) from enrollment. Following the Free Period, the Company may impose a monthly subscription fee. A thirty-day (30) advance notice will be provided to Subscriber if a Subscription fee is assessed. Following the Free Period, the Subscriber, at its sole option, may elect to continue to use the services or cancel this Agreement without penalty. Failure to make timely payments of Subscription fees will result in termination of the services.

c. Taxes. COMPANY will pay, or require its affiliate vendors to pay, all federal, state, and local sales taxes levied upon the distribution of Products sold to Customers.

d. Commission Payment. In consideration of all Products sold through the E-Store, COMPANY shall pay Subscriber a commission on all Products sold and payment collected. The commission shall be paid monthly, bi-weekly, or weekly at the discretion of COMPANY. Payment reports are provided to Subscriber in the E-Store Admin Portal.

7. Confidentiality.

a. **Both parties, and their employees, agents, or representatives will not at any time or in any manner, both during the term of this Agreement and for a period of two years following the termination of this Agreement, either directly or indirectly, use for the personal benefit of the party, or divulge, disclose, or communicate in any manner, any information that is proprietary to the parties. Parties, their employees, agents, and representatives agree to treat such information as strictly confidential and to take reasonable steps to protect such confidentiality.**

b. **During the Term or any extension or renewal thereof, of this Agreement and one year following the termination of this Agreement, COMPANY custwill not contact the Customers of Subscriber in any manner whatsoever without prior notice to the Subscriber unless (a) the Customer is already an account of COMPANY prior to the signing of this Agreement (b) the Customer independently becomes an account of COMPANY through other means than purchasing Product from the eStore (c) such communication relates to an order by the Customer via the eStore (d) the purpose is to conduct a survey solely on**

behalf of and for the benefit of COMPANY with prior notice to Subscriber, or (e) as otherwise provided herein.

8. Indemnification.

a. By COMPANY. COMPANY will defend, indemnify and hold Subscriber harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any claim or action brought against Subscriber for actual or alleged infringement of any US patent, copyright, trademark, service mark, trade secret, or other proprietary rights based upon the duplication, sale, license, or use of the Content by Subscriber in accordance with this Agreement. Upon notice of an alleged infringement, or if in Subscriber's opinion such a claim is likely, it shall have the right, at its option, to obtain the right for Subscriber or its Customers to continue to exercise the rights granted under this Agreement, or in its sole discretion, may terminate this Agreement.

b. By Subscriber. Subscriber shall indemnify and hold COMPANY harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any claim or action brought against COMPANY that may arise from the unlicensed, improper or unauthorized manufacture or replication of the Products, including claims based on representations, warranties, or misrepresentations made by Subscriber or any other improper or unauthorized act or failure to act on the part of Subscriber.

9. Limitation of Liability. EACH PARTIE'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES AND EXCEPT AS PROVIDED IN THE SECTION ENTITLED "INDEMNIFICATION," WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEES PAID BY SUBSCRIBER to COMPANY HEREUNDER. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUFFERED BY THE OTHER PARTY, EVEN IF IT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term and Termination.

a. Term. This Agreement will continue in effect for one (1) year from the date hereof ("Initial Term"). The Agreement shall automatically renew from year to year unless terminated by either party should one of the following occur:

b. Termination by either party: Subscriber may terminate this Agreement at any time without cause by providing the other party (10) days written notice to support@ecombeauty.com. Subscribers shall not be eligible for a refund from previous month's charges.

c. Effect on Customers. Termination by either party will not affect the rights of any Customers regarding the warranty of Products.

11. General Provisions.

a. Transfer. Subscriber may not transfer the rights of this Agreement without the written consent of COMPANY.

b. Notices. All notices and demands hereunder shall be in writing via certified mail and shall be deemed complete upon receipt.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia.

d. Relationship of the Parties. Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Except as provided in this Agreement, neither party shall have the right, power, or authority to act or to create any obligations, express or implied, on behalf of the other.

e. Survival of Certain Provisions. The indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

f. Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

g. All Amendments in Writing. No provisions by either party shall be valid unless in writing and signed by an authorized representative of both parties.

h. Execution. This Agreement is deemed accepted by Subscriber upon the completion of the enrollment process provided by COMPANY.

i. Entire Agreement. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the license and to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

“EXHIBIT A”

Customer (Consumer) Support Policy

ORDER STATUS

- **Freight Policy.** All products sold are shipped by reputable freight carriers. Customers may choose their desired option of (3-5 days), 2nd day or next day delivery, if applicable. You may select your freight option at the time of order by line item.
- **Has my order been shipped?** WHEN YOUR ORDER IS SHIPPED you should receive confirmation by email WITH a tracking number from the respective carrier.
- **How can I track my order?** Your confirmation email includes instructions on how to track your order on the freight carrier's website. Please check your email for this information, go to site provided and follow the instructions on tracking your shipment.
- **What is your policy on backorders?** All orders not shipped within seven (7) days from order date will be cancelled. If your order is cancelled, you will receive an email notification regarding your order. Credit card charges for cancelled orders are not processed for payment and will not appear on your credit card statement.

DUE TO THE DYNAMIC NATURE OF OUR PRODUCT OFFERING, we do not hold or process back orders so please check our site again for your desired item.

- **My order never arrived.** In some cases, the delivery of products can be delayed up to ten days due to weekends, distance from the shipping point to your door or misdirection from the carrier. All orders should be received within (14) days from your order date. If you do not receive your order within this period, please contact us customerservice@eComBeauty.com; be sure to include your name, date of order and order confirmation number.

RETURN POLICY

- **SHOULD YOUR MERCHANDISE ARRIVE DAMAGED, IT IS BEST TO REFUSE THE PACKAGE BY GIVING IT BACK TO THE CARRIER.**
- **All products sold, are covered by a 15-day return policy (from ship date).** The following conditions shall govern all return requests:
 1. Any return must be pre-authorized with a Return Merchandise Authorization (RMA) prior to shipping your product. NO returns will be accepted without an RMA number. To obtain an RMA number, go to the [RETURN](#) page found at the footer of your eStore, fill out the form requesting an RMA and send it to us. YOU MUST INCLUDE YOUR NAME, ORDER NUMBER AND REASON FOR RETURN.
 2. To receive full credit on a returned item, all products must be 100% complete, contain all manuals, warranty card, parts and original packaging. Customers will be charged accordingly to complete any non-conforming return to its original condition.
 3. Customer is responsible for shipping charges on returned items. Instructions on delivery locations will be sent to you via email (email address on record) within (72) hours, from receipt of your RMA request.
 4. All products not covered by the above points will be fully covered by the terms of the warranty stated on the website for each product.