

Holiday Special **SAMarketPlace Agreement**

This agreement is entered into on the date shown below between SAMarketPlace and

_____ hereinafter called Merchant, for the purposes described herein.

SAMarketPlace will provide on-line store space in SAMarketPlace for Merchant from the date hereof through August 31, 2000. Merchant will compensate SAMarketPlace for such package at the rate and time indicated for such package. This is an agreement for services and does not in any shape, form, fashion or other manner, nor is it intended to, create any agency, partnership or other business relationship between the parties hereto.

SAMarketPlace.com Store:

Includes a complete, personalized on-line store with unlimited number of products with photos if desired. Merchant may add, delete, modify or otherwise maintain the inventory offered for sale in Merchant's on-line store using merchant's assigned password at anytime at no charge.

Store Maintenance: Changes to Merchant's store and inventory will be performed at the direction of Merchant at the rate of \$65 per hour.

If Merchant has an existing website, SAMarketPlace will link to it from Merchant's on-line store and Merchant will link to Merchant's SAMarketPlace.com store from such site.

Service Options:

Maintained by SAMarketPlace:

SAMarketPlace will set up Merchant's store including providing photography or image scanning and text entry for up to twenty (20) items for the setup fee shown below.

\$450 setup fee paid at time of contract and 6 monthly payments of \$95 each, beginning March 1, 2000.

Maintained by Merchant:

Merchant will setup its store and be responsible for all photography/image scanning and text entry.

\$0 setup fee paid at time of contract and 6 monthly payments of \$95 each, beginning March 1, 2000.

All packages include:

- Free listing in the *SADirectory*
- Free *SACoupon* participation
- Monthly email announcements to SAMarketPlace customers for Merchant specials
- Buy-Now!* button for Merchant's external website

Payment Received: \$ _____

Special Instructions: _____

The Terms and Conditions contained on the reverse hereof are hereby incorporated as fully as if they were enumerated here.

Agreed to this _____ day of _____, 1999

Merchant _____ SAMarketPlace.com

Name	Title	Name	Title
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Terms and Conditions

Accuracy of Information: Merchant is responsible for providing accurate information on SAMarketPlace and is responsible for correcting any errors in a timely manner. If Merchant requires SAMarketPlace's services in setting up or maintaining Merchant's catalog, such services will be provided at the services-price schedule then in effect.

Fees: All credit card transactions are the responsibility of the Merchant. SAMarketPlace will verify the authenticity of the credit card at the time of sale and before transmitting such information to the Merchant but does not guarantee anything beyond that.

Shipping: All shipping costs for items purchased from Merchant will be the responsibility of Merchant.

Sales Tax: It is expressly agreed all sales and transactions through SAMarketPlace are those of the Merchant(s) involved and not of SAMarketPlace, SAMarketPlace is only providing space and certain services to Merchant and is not selling or reselling Merchant's products, all sales taxes for transactions through SAMarketPlace are the responsibility of Merchant.

Payment: Payment for storefronts in SAMarketPlace are due and payable on the 15th of the month preceding. Accounts not paid by the first of the month will be suspended until such payment has been received by SAMarketPlace.

Representations: It is expressly agreed the accuracy and truthfulness of the information contained in Merchant's storefront including, but not limited to, product representations, is the sole responsibility of Merchant and Merchant agrees to fully reimburse SAMarketPlace for any costs it incurs as a result of Merchant's actions, non-actions or misrepresentations, willful or not.

Security: SAMarketPlace agrees it will take all reasonable measures to preserve the security of all transactions and the confidentiality of all information passed through SAMarketPlace on behalf of Merchant. In any event of any breach of security, it is hereby stipulated and agreed by the parties hereto, damages are limited to the dollar value of the transaction or transactions affected and Merchant will hold SAMarketPlace harmless beyond such extent and will indemnify SAMarketPlace for any expenses incurred in excess of such amount as a result thereof.

Rights Reserved: SAMarketPlace reserves the right to change the fees charged for SAMarketPlace services at anytime, but fees and charges in effect at the time of this agreement will remain in effect for the duration of this agreement.

SAMarketPlace further reserves the right to refuse participation in SAMarketPlace of any business and to remove any business from SAMarketplace if it deems in its sole opinion the business fails to meet the quality standards required of SAMarketPlace merchants.

SAMarketPlace is the sole determinant of such standards.

In the case of voluntary or involuntary removal from SAMarketPlace for any reason, no refunds will be due such Merchant from SAMarketPlace. SAMarketPlace may assign its rights and/or obligations hereunder and SAMarketplace shall be relieved from any further obligation or liability hereunder.