

XyNexT and Customer Agreement (Terms & Conditions)

1. Introduction: This Agreement includes the terms & conditions on the front and back of this document (Forms OCO-500 and OCO-500b). Together they constitute the terms & conditions of the order by you, the "Customer", for products and/or services from XyNexT.

2 Duration of Services & Termination: XyNexT strives to complete all web site development and related work in a reasonable time-frame, XyNexT makes no timeliness guarantees. Services, such as hosting, SE Ranking Reports, Etc., shall be for the duration of the term indicated on the order. For the discontinuance of any month-to-month or quarterly term for services of any kind, 30 days advance written notice by Customer is required. Upon expiration of any annual or semi-annual term of services, those services will be continued on a month-to month basis unless notified otherwise in writing before expiration. XyNexT has the right to terminate services to Customer at any time in the event XyNexT believes Customer is or may be violating any state, federal or other law, or good taste and accepted standards for the Internet, in which case notification will be given to Customer. Termination does not relieve the Customer of any arrearage, late charges or penalties.

3. Payment: Customer agrees to pay XyNexT the full amounts immediately when due. Monthly services shall be paid for prior to the commencement of those services. In the event Customer fails to pay in a timely manner; XyNexT has the right to discontinue all or part of the services to Customer at any time - in XyNexT's sole discretion. For any payments that are more than 30 days in arrears, Customer shall be charged a late fee assessment of 1.5% (\$2.50 minimum) for each month the account remains in arrears. Customer agrees that XyNexT is not obligated to release and may withhold any FTP access, document or information. (i.e. web site, content, etc.), unless and until all arrearage to XyNexT including any late fees or penalties that may apply, are brought completely current in good funds.

4 Copyrights: Web sites as designed by XyNexT, with content provided by the Customer, have split copyright ownership The Customer; (not XyNexT) owns the copyright on the content provided by the client and contained within the web site. The provided information may be used for the subject site, but may not be copied or reproduced by XyNexT without the Customer's prior consent. The Customer gives such consent to XyNexT and its affiliates for inclusion of the Customer's web site in promotional and marketing efforts and materials, as an example of web sites produced by XyNexT and/or an affiliate. The copyright on the design and functionality of the subject web site, and all parts thereof, is owned by XyNexT (not the Customer) and may be re-purposed by XyNexT for use and/or application in the development of other web sites produced by XyNexT. XyNexT gives its consent to the Customer to use this design and functionality only for Customer's subject web site. A linked copyright notice may be placed near the bottom of each page of the Customer's web site. This notice will appear in a manner similar to the following: Copyright © 2004 [Client's Legal Company Name] & XyNexT Internet Strategies. A small logo that links to a XyNexT-owned web site may also be placed near the bottom of each page of the Customer's web site.

5. Custom Development: Custom Products and Services, including Web Site and Marketing packages, will be developed in accordance with the actual order paperwork and any client-unique specification documentation referenced on, and included with the paid order Available package items that are not specifically identified as being included with an order may not be provided with the completed order XyNexT is under no obligation to add features or functions (during or after initial development) that were not identified as included on the original order If specific instructions are not provided when products, features or functions are ordered, they may be developed to applicable industry standards.

6. Hold Harmless and Indemnification: Customer agrees to hold harmless and indemnify XyNexT, its officers, directors, employees, representatives, agents and vendors from any costs, expenses or actions, legal or otherwise, that may arise from the direct actions of Customer or in Customer's control, Customer's web site, or Customer's use of products or services provided by XyNexT. Customer is solely responsible for the substance of all content, including all statements and representations that appear on its web site.

7. Severability and Waiver: Should any provision of this Agreement be held by a court of law to be illegal or unenforceable, the remaining provisions shall remain valid and enforceable. XyNexT's failure to enforce any of the terms and conditions of this Agreement shall not constitute a waiver of XyNexT's right to enforce the same.

8. Governing Law and Attorney's Fees: This Agreement shall be governed under the laws of the State of Washington, USA. Any action or claim arising from this Agreement must be brought in King County, Washington. The prevailing party in any litigation arising from this Agreement shall be awarded their reasonable attorney's fees and costs.

9. Notice: For any reason that a party needs to give the other notice, said notice shall be sent to the address on this Agreement. Any change in address must immediately be given in writing to the other party.

10 Integration and Modification: This is an integrated agreement that includes all representations and promises by XyNexT and those involved with this order No other promise, representation, guarantee, or agreement of any kind shall be valid unless in writing signed concurrently by both XyNexT and Customer.

II. Cancellation Notice: Customer may cancel this transaction without penalty or obligation only if in writing, via registered mail, post-marked within three (3) business days from the date of this agreement or the date of the actual transaction, whichever is earlier (unless an applicable state's law provides otherwise). To receive a refund, Customer shall return all products and documents received in an unused and resalable condition, within ten (10) business days from the date of this transaction. All sales are final.

I signify my agreement with the above Terms & Conditions by initialing here and/or signing the front page of this form OCO-500.

Initials: _____