



Stampin' Up!®

DEMONSTRATOR BUSINESS WEB SITE AGREEMENT AND TERMS OF USE

IMPORTANT - READ CAREFULLY:

This is a legal agreement between you ("Demonstrator") and the local Stampin' Up! company operating in your country of primary residence and with whom you have entered into an Independent Demonstrator Agreement, being one of the following companies: Stampin' Up! Australia Pty Ltd., Stampin' Up! Austria GmbH, Stampin' Up! Canada ULC, Stampin' Up! Deutschland GmbH, Stampin' Up! Europe GmbH, Stampin' Up! France SARL, Stampin' Up! Netherlands B.V., Stampin' Up! New Zealand Ltd., or Stampin' Up! UK Ltd. (the appropriate company is hereinafter referred to as the "Company"). The Company has entered into an agreement with Stampin' Up! Inc., a corporation formed in Utah, USA (hereinafter "Stampin' Up!"), whereby Stampin' Up! provides web site design and hosting services to the Company, which the Company in turn offers to its demonstrators.

RECITALS

Demonstrator desires to engage the Company to provide web site design and hosting services for Demonstrator's web site (the "Web Site") on the World Wide Web and to make the Web Site available for browsing on the Internet, and to assist with the design and delivery of customer communication pieces such as eCards and eNewsletters. To carry out these purposes, the parties agree as follows:

SECTION 1: Definitions.

- 1.1. Internet. The term "Internet" refers to the global network of computers using the TCP/IP Protocol for communication.
- 1.2. Web. The term "Web" refers to the World Wide Web. The Web is a graphical interface used to access sites on the Internet.
- 1.3. Web Site Material. The term "Web Site Material" includes, but is not limited to, all text, graphics, video, audio, programming, code, algorithms, scripts, and applets constituting the Web Site.

SECTION 2: Web Site Material.

- 2.1. Material to be Supplied by the Company. The Company may, in its sole discretion, provide text, graphics, and other content, which the Company owns or licenses from Stampin' Up!. Any content so provided by the Company is provided for the limited use of Demonstrator for the Web Site, eCards, and eNewsletters only and no other use shall be permitted. This provision shall not be interpreted to provide a license to Demonstrator to use any material so provided in any other way.
- 2.2. Material to be Supplied by Demonstrator. Demonstrator may modify certain text, graphics, and other content, subject to the Company's prior approval, to be included in the Web Site ("Demonstrator's Material").
- 2.3. Ownership and Use of Web Site Material. The Company licenses or owns the exclusive rights to and in the Web Site Material, including, but not limited to, all international copyrights and other intellectual property rights. The Company and Demonstrator agree and understand that the Company shall retain all ownership of the Web Site Material. The parties further agree that the Company's creation and authorship of the Web Site Material DOES NOT constitute a work made for hire. The Web Site Material shall only be used by Demonstrator pursuant to the terms of this agreement whereby the Company is the host of the Web Site. Upon termination of this agreement, Demonstrator shall not have any right to use or rely on any Web Site Materials.
- 2.4. Promotion of Web Site. It shall be the Demonstrator's responsibility to register the Web Site with any search engines.

SECTION 3: Hosting Services.

- 3.1. Availability of Web Site. The Web Site will be available to users approximately twenty-four (24) hours a day, normal maintenance and unforeseen hardware or communications problems excepted.
- 3.3. Backups. The Company will cause the Web Site and all data files associated with it to be backed up at least once each week and will store the backup materials in a safe secure location for magnetic media, and not at the same location as Stampin' Up!'s server.
- 3.4. Demonstrator Modifications of Web Site. Demonstrator may modify Web Site content that is directly related to Demonstrator's address or other contact information, as well as text and images in those areas allowed by the Company, as frequently as she desires without additional charge. Nothing stated herein shall alter the rights of Demonstrator or the Company as may be governed by any other agreements between Demonstrator and the Company, including the Independent Demonstrator Agreement.

3.5. Internet Connection. The Company will maintain a high speed connection to the Internet backbone as needed to provide reasonable service.

SECTION 4: Pricing.

4.1 Initial Price. The initial price for the Design and Hosting Services will be 11.50 € / £ 8.95, plus applicable taxes, per month (the "Total Price") regardless of the actual number of hours or days the Web Site is actually available to Internet users. Payment options, as well as any changes in price or services will be posted at <http://dbwsonlinesupport.com/page/dbws-qa>. Changes in payment options, prices or services will take effect thirty (30) days following posting of the same on said web site.

4.2. Electronic Funds Transfer Authorisation. Prior to activation of Demonstrator's Web Site, Demonstrator shall have executed and delivered to the Company a Direct Deposit, Electronic Check and/or Credit Card Authorisation Agreement.

4.3 Nonpayment. Demonstrator agrees that the enrollment fee is a non-refundable, monthly fee paid for the web site in Demonstrator's name. Failure to pay the monthly fee will result in termination of the Web Site.

SECTION 5: Accepting Orders.

5.1 Demonstrator agrees to accept online customer orders from leads generated through the Demonstrator's Web Site. These orders will be delivered directly to Demonstrator's customer and Demonstrator shall be responsible for delivering invoices for such online orders to the customer.

5.2 Demonstrator agreed that Demonstrator shall be liable for any and all taxes, duties, charges and licenses that may be assessed or levied by any authority relating to or arising out of participation in the Demonstrator Business Web Site programme, and Demonstrator shall indemnify and hold the Company harmless from and against any such liability, tax, penalty, interest or other costs, including VAT.

SECTION 6: Privacy.

6.1 Stampin' Up! Inc., the Company, Demonstrator respect the privacy of all visitors to the Web Site.

6.2 Neither the Company nor Demonstrator will sell any information obtained from or generated through the Web Site.

6.3 Personal Information. Demonstrator consents to the release of information belonging to Demonstrator by the Demonstrator Locator and the Demonstrator Business Web Site programme. Demonstrator acknowledges and agrees that the Company and Stampin' Up! Inc. collect certain technical information obtained from Demonstrator's use of the Web Site, and Demonstrator consents to the collection and use of this information. Personal information may include Demonstrator's name, address, phone number, and e-mail address, which is provided, may be retained. The domain name from which Demonstrator accesses the Web Site, the pages visited and the dates and times of access to the Site may be obtained and analysed.

6.4 Cookies. Some information in the form of a "cookie" may be automatically downloaded to the computer Demonstrator uses to access the Web Site in order to tailor the Web Site. Demonstrator may disable cookies by changing browser settings, although this may lead to difficulty accessing the Web Site.

SECTION 7: Demonstrator Warranties.

7.1. Demonstrator represents and warrants to the Company that:

(a) Demonstrator owns or has the right to use all material it has provided for the Web Site, including all text, graphics, sound, video, programming, scripts, and applets; and

(b) The use, reproduction, distribution, and transmission of the Web Site, or any information or materials contained in it, on and from the Company's server computer does not: (1) infringe or misappropriate any copyright, patent, trademark, trade secret, or any other proprietary rights of a third party; (2) violate any criminal laws; (3) constitute false advertising, unfair competition, defamation, an invasion of privacy, violate a right of publicity, or violate any other law or regulation.

7.2. Demonstrator is not granted a license or permission to use, and shall not use any proprietary materials, trademarks, service marks, images, designs, or other materials belonging to the Company or to Stampin Up!, except as specifically allowed by the owner in writing.

7.3. Demonstrator shall be permitted to use the Web Site only while the Company is the host of the Web Site. Demonstrator warrants that she will not reproduce any portion, graphic, text or code of the Web Site for other use, including without limitation, use on a different web site or with a different host.

7.4 Demonstrator is and shall remain in compliance with all terms of the Independent Demonstrator Agreement between Demonstrator the Company, the terms of which are fully incorporated as if fully set forth herein.

SECTION 8: Limitations of Warranties and Liability.

Except as expressly set forth in this agreement, the Company disclaims any and all express warranties, warranties of fitness for a particular purpose and implied warranties of merchantability. The Company will not be liable for any loss of business or profits, or for any consequential, incidental, punitive, or similar damages, or, other than as set forth in this agreement, for claims of damages made by any third party for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, even if it has been advised of the possibility of such damages. Each party acknowledges that this limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this agreement. In no event will the Company's liability exceed the total cost of the services set forth in this agreement.

SECTION 9: Company's Right to Monitor and Remove Unacceptable Sites.

The Company shall have the right, but not the duty, to review and monitor all content submitted for or included on the Web Site, and in its sole discretion to remove any content that it finds objectionable for any reason, without prior notice to Demonstrator.

SECTION 10: Indemnity.

Demonstrator is solely responsible for any liability arising out of or related to the Web Site. Demonstrator agrees to indemnify and hold the Company harmless from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorney fees and experts' fees, court costs and costs of investigation) arising out of, or alleged to have arisen out of, the Demonstrator's participation in the Demonstrator Business Web Site programme or Demonstrator's breach of its warranties under this agreement. This indemnification will survive termination of this agreement.

SECTION 11: Term of Agreement.

11.1 This agreement shall take effect as of the date it is executed by both parties and received by the Company, and shall remain in force so long as the Demonstrator is active, and in compliance with the terms and conditions of this agreement, the Independent Demonstrator Agreement, and the Demonstrator Policy Manual of the Company, or until either party terminates this agreement, which may be done at any time upon written notice by the Demonstrator to the Company, and without prior notice by the Company to Demonstrator, subject however to the Company's obligation to provide subsequent notice in the event that both this agreement and the services have been terminated. Termination by Demonstrator during a monthly billing period may not result in an actual shutdown of the Web Site until the end of the monthly billing period.

11.2 Stampin' Up! Inc. and the Company reserve the unconditional right at any time to alter, change, update, terminate or otherwise modify in any form or fashion the Demonstrator Business Web Site programme.

11.3 Stampin' Up! Inc. and the Company reserve the unconditional right at any time to remove or suspend any Demonstrator from the Demonstrator Locator or the Demonstrator Business Web Site personal web site.

SECTION 12: Miscellaneous.

12.1 Assignment. This agreement may not be assigned by Demonstrator or by operation of law to any other person, firm, or entity without the express written approval of, and in the sole discretion of, the Company.

12.2 Causes Beyond Reasonable Control. Either party will be excused from delays in performing or from failing to perform its obligations under this agreement to the extent the delays or failures result from causes beyond the reasonable control of the party. However, to be excused from delay or failure to perform, the party must act diligently to remedy the cause of the delay or failure.

12.3 Validity of Agreement. If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected or invalidated.

12.4 Entire Agreement. This agreement, including all exhibits, appendices, and attachments, contains the entire agreement of the parties relating to the rights granted and obligations assumed herein. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

12.5 Venue and Applicable Law. This agreement shall be governed, construed and interpreted in accordance with the laws of the jurisdiction under which the Company exists as a company. The parties hereby submit to the jurisdiction of the courts of the Company's formation for purposes of litigating any lawsuit arising out of or in connection with this agreement.

12.6 Attorney Fees and Costs. In any action brought under this agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this agreement and shall survive the entry of any such judgment.

12.6 No Privity of Contract with Stampin' Up! Inc. Demonstrator acknowledges and understands that her rights under this agreement are derived entirely through her Independent Demonstrator Agreement with the Company and that there is no privity of contract between Demonstrator and Stampin' Up! Inc.

12.7 No Joint Venture. Demonstrator acknowledges and agrees that she is an independent contractor and is not a joint venturer with, or franchisee, partner, agent or employee of the Company. Demonstrator has no power or authority to bind the Company or to incur any debt or liability on behalf of the Company.