

Max Group Internet Partner (MGIP) Program Service Agreement rev. 1.3b [4/08/2003]

Read This Service Agreement Carefully Before Using Our ASP Service.

1. INTRODUCTION.

Max Group provides its ASP services, as they may exist from time to time ("Service"), to users who pay a monthly service fee to subscribe to the Service. By establishing an account or using the Service, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policy and other policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Service. Max Group reserves the right to change or append any part of this agreement at any time.

2. SUBSCRIPTION REQUIREMENTS.

(a) Subscribers must be at least 18 years old. All subscribers must have a valid account in good standings with Max Group. All subscribers must have a reseller certificate. All Subscribers must have a registered domain. Current prices for Max Group's ASP Service are posted throughout our website at <http://www.maxgroup.com>. These rates may also be obtained by calling (800) 256-9040. Max Group reserves the right to change prices and institute new fees and introduce or terminate features or programs at any time upon 30 days prior notice.

(b) Subscribers to Max Group's ASP Service must select an Online Payment Transaction Option to conduct Credit Card Transactions for their end-users. The two options are (i) manual Credit Card Processing or, (ii) Automatic Credit Card Processing through a Third-Party Clearing House (i.e. VeriSign, Authorize.Net, CardService Intl). By selecting the Automatic Credit Card Processing, Subscribers must furnish information such as Username and Login, Security Certificate, Login Server IP, and any pertinent information that is necessary for Max Group to make the connection to the Third-Party Clearing House of Subscriber's choice. Max Group will not be responsible for one-time or recurring fees associated with the Third-Party Clearing House. For a list of supported Third-Party Clearing Houses please visit www.maxgroup.com. Connection for unsupported Third-Party Clearing Houses are subject to a one-time connection fee to Max Group.

3. PAYMENT OBLIGATIONS OF A SUBSCRIBER

(a) Subscribers must (i) provide Max Group with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to Max Group all changes to this information within thirty (30) days of the change. Subscribers are responsible for any charges to their account.

(b) Subscribers having questions regarding charges to an account should contact Max Group's Customer Service Department at (800) 256-9040, option 4. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

(c) Charges are billed to Subscribers' credit cards or debit cards, as applicable, each month or quarter (for the first month or quarter, charges are to be pro-rated to the remaining days of that month or quarter) for the basic service and any additional usage or services. Max Group is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Max Group.

(d) If you pay for Services through a prepayment plan (e.g. 3 month, 6 month or 1 year prepaid plan), automatic billing described above shall only apply to the charges not paid for through the prepayment plan.

(e) A Setup fee of \$699 will be waived if customer signs up for 6 month or 1 year of service.

(f) If you purchase Services through a reseller who in turns pays Max Group, the reseller must pay all amounts owing for your account. If the reseller fails to pay Max Group any amounts due whether or not you have paid the reseller your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due.

(g) Delinquent accounts may be suspended or canceled at Max Group's sole discretion; however, charges will continue to accrue until the account is canceled. Max Group may bill an additional charge to reinstate a suspended account.

4. PAYMENT OBLIGATIONS OF PRODUCTS SHIPPED FROM MAX GROUP

(a) Subscribers are fully responsible for all products shipped or drop-shipped to the end-users from Max Group's warehouses. Subscribers are obligated to pay Max Group for all products shipped, all shipping fees and any restocking fees as a result of returned or refused shipments. Payment of products for (i) Subscribers who are on COD terms with Max Group must be made to Max Group in full, including all applicable shipping fees prior to the shipment of the product(s) from Max Group's warehouses, (ii) Subscribers who are on NET terms will be billed based on your NET terms. Payment options for COD term subscribers are (i) pre-authorized Credit Card on file with Max Group which will be charged at the time of converting the order into Max Group's system (ii) Credit Card at the time of converting the order into Max Group's system (iii) pre-pay with Company or Cashiers check, dependant on your existing arrangements with Max Group, prior to the shipment of the product(s).

(b) Max Group reserves the right to screen and refuse shipments that are suspected to be Fraudulent Orders. Subscribers having questions regarding Fraudulent Orders may contact Max Group's Customer Service Department at (800) 256-9040.

(c) All orders through the ASP site are subject to a handling fee published on our B2B Subscribers only site at www.maxgroup.com. Max Group reserves the right to change handling fee and institute new fees at any time upon 30 days prior notice.

(d) Subscribers having questions regarding charges to an account should contact Max Group's Customer Service Department at (800) 256-9040. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

(e) Charges are billed to Subscribers' credit cards or debit cards, as applicable at the time the order is shipped from Max Group's warehouses. Max Group is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Max Group.

(f) Delinquent accounts may be suspended or canceled at Max Group's sole discretion; however, Service charges will continue to accrue until the account is canceled. Max Group may bill an additional charge to reinstate a suspended account.

5. SUBSCRIBER'S ACCOUNT, PASSWORD, AND SECURITY.

Subscribers must login to their B2B account on Max Group's website at www.maxgroup.com to administer the ASP Service website. You and subscribers of your business are the only authorized users of your Max Group ASP Service account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must notify Max Group immediately upon discovering any unauthorized use of your account. You will be responsible for all orders made and shipped through the use of your account. Your Max Group account will be charged for all such orders made and shipped. Max Group reserves the right to terminate or suspend the ASP Service and the B2B account if fraud is suspected.

Reselling of the Max Group ASP site is prohibited without prior permission from Max Group. You may resell the Max Group ASP Service by calling (800) 256-9040. Max Group may change its IP Address at anytime without notice. Your Tie-In URL will not be affected. Usernames, passwords and ASP website are Max Group's property and Max Group may alter or replace them at any time.

6. MONITORING THE SERVICES.

Max Group has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Max Group, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Subscribers. Please see our Privacy Policy. Max Group may immediately remove your material or information from Max Group's servers, in whole or in part, which Max Group, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

7. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY MAX GROUP, MAX GROUP DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE.

THE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. MAX GROUP DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MAX GROUP MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH MAX GROUP OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY MAX GROUP OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. MAX GROUP AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, MAX GROUP'S CUMULATIVE LIABILITY TO ANY SUBSCRIBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

8. SOFTWARE LICENSE.

Max Group grants to each Subscriber a limited, non-exclusive, non-transferable and non-assignable license to use the Max Group ASP Service (including software from third-party vendors that Max Group distributes), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Service. Each Subscriber agrees to use the Licensed Programs solely in conjunction with the Service and for no other purpose. Max Group may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Subscriber.

The Licensed Programs constitute confidential and proprietary information of Max Group and Max Group's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with Max Group and Max Group's licensors. Subscriber shall not translate, de-compile, reverse engineer, distribute, extract by any means, remarket, or otherwise dispose of the ASP

Website and Licensed Programs or any part thereof for purpose of, but not limited to, copying, reselling and misrepresenting.

You may not download, use, or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By subscribing and using our Services you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

9. WEBSITE USAGE.

We may provide links on the ASP Service Website site to other Websites that are not under our control. In general, any Website which has an address (or URL) that does not contain EMAXASP.COM is such a Website. Max Group reserves the right to add, replace, change or delete banners and links on top banner section of every page that contains EMAXASP.COM. You may provide a hypertext link to our ASP Services Website from only one domain which must be the same domain we have on file, provided (a) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (b) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Max Group, (c) the link, when activated by a Subscriber, must display this Website full-screen and not within a "frame" on the linked Website. Subscriber that is using "frame" is fully responsible for any security breaches as a result of using the "frame" and agrees to hold Max Group harmless from all responsibilities as a result of the security breach, and (d) Max Group may, in its sole discretion, revoke consent to link to our website at any time. All other hypertext links to the Website must be approved in writing by Max Group.

Max Group will not be responsible for creating the hypertext link from the Subscribers' website to the ASP Services Website. Max Group can help make that link for a service fee. Some portions of the ASP Services Website are made available for the Subscribers to enter their own products or information and are not regularly monitored by Max Group. Max Group assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Max Group harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this ASP Website, you will indemnify Max Group from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Website is posted at your own risk. Max Group will have no liability arising from use of that information. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website.

Your posting of material on the Website or providing material to Max Group to use on the Website will be deemed to be a grant by you to Max Group of a license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

10. TERM OF AGREEMENT.

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Subscriber, to terminate your account.

11. TERMINATION.

You may terminate your account at any time and for any reason by providing written notice of intent to terminate to Max Group by:

(i) Registered or certified mail, return receipt requested addressed to Max Group Inc., ASP Customer Service, 17011 Green Dr, City of Industry California 91745; or (ii) Email to aspsupport@maxgroup.com requesting termination of account.

Your termination will only be complete upon your receipt of a cancellation confirmation (via email or U.S. mail) from Max Group. Charges to your account will stop accruing on the effective termination date with which Max Group provides you. Based on your billing cycle, charges accrued prior to your termination may apply after you receive a cancellation confirmation. If your account included space on Max Group's servers, anything stored on this space will be deleted upon termination.

Without prior notice, Max Group may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Max Group, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Max Group may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service. Sections 3, 4, 6, and 11 of this Agreement shall survive termination of this Agreement.

a. This focuses around our cancellation date on our documents. The cancellation is related to when the sales, customer service or billing person initiates the cancellation time based on their best estimate of utilization. When the person no longer gains a benefit then the website is disabled and we grant to that company a payment that is pro-rated for the month. 2. This payment cannot extend to earlier months. In instances of multi-month contracts, a pro-ration is determined upon the date of a mutually agreed upon cancellation date.

b. If there are transactions inside their ASP system, then the cancellation will begin once those transactions have cleared their system.

c. The cancellation will include the cancellation of ASP services, cancellation of auto download of information, cancellation of the connection they may have Max Group's credit card linkage that is enabled by the ASP site. This cancellation does not affect the B2B site.

d. RMAs will be processed through Max Group and the manufacturers directly instead of the VAR. In instances where the order is a special order, that order cannot be accepted back for return.

e. Tech Support for products will continue for items through Max Group.

f. All rebates or discounts owed prior to the cancellation date will not be paid

g. For 6 month or 1 year service agreements, the setup fee of \$699 will be charged to the customer upon early termination of agreement.

h. Responsibilities for customers who acquire incorrect products will be the responsibility of the Reseller

i. Amounts owed to Max Group for unpaid balances product, freight or services that occur as a result of the ASP site will remain as an outstanding payable with the Reseller and is payable immediately to Max Group

j. For prepaid arrangements (e.g. 6 month or 1 year prepaid), the unused portion of the amount paid (less 33%) shall be refunded to the customer.

k. A notice is filed in the customer's file indicating a cancellation of services.

12. CONFIDENTIALITY AND NON-DISCLOSURE

You recognize that MAX GROUP CORPORATION, a California corporation, is engaged in the manufacture, development, design, sales, production and distribution of computer goods, products and services including e-commerce solutions.

You acknowledge that in the course of any dealings with MAX GROUP CORPORATION that you may acquire and develop knowledge, information and materials concerning MAX GROUP CORPORATION and its customers, including without limitation, its financial condition, products, manufacturing process, marketing, prices, experimental work, customer names, and personal developmental techniques, and that certain of such knowledge, information and materials are, and shall be, the trade secrets and confidential and proprietary information of MAX GROUP CORPORATION.

You shall hold such Confidential Information in strict confidence and not disclose it to others, not use it in any way, or permit others to use it in any way, commercially or otherwise, and not allow any unauthorized person access to it either before, or after termination of this Agreement, without the prior express written consent of MAX GROUP CORPORATION.

You shall take all action reasonably necessary to protect the confidentiality of the Confidential Information of MAX GROUP CORPORATION, including without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information, customer and corporate names and personal information. In this connection, only those persons who with a bonafide need to know such information shall have access to it, and each person or persons shall be advised of the confidential nature thereof, this Agreement, and that each person or persons is under an express obligation to maintain such confidentiality.

You understand that you have knowledge through business, personnel, financial, manufacturing, and marketing materials, data, reports, and information, of MAX GROUP CORPORATION, customer and company names and employees, representatives, and information.

You understand that this and information is absolutely confidential, and in no way will you, your parent companies, subsidiaries, branches, agents, representatives, officers, employees and personnel, contact directly or indirectly these companies, customers, clients, employees, or representatives, or contact through any way, by information provided and disclosed hereby, those companies, customers, clients, employees, or representatives.

You understand that should any questions arise, or need for additional confidential information or other information, I am to contact MAX GROUP CORPORATION only, at (626) 935-0050, and not to contact the company, its employees, clients, customers, or affiliations.

You acknowledge that a violation of this Agreement may result in injury to MAX GROUP CORPORATION.

This Agreement shall be governed by and constructed in accordance with the laws of the State of California for a term of five (5) years from the effective date of this ASP Advantage Service Agreement.

13. JURISDICTION.

Under California Civil Code Section 1789.3, Subscribers or Visitors who are residents of California are entitled to the following specific consumer rights information: the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 916.445.1254.

This Agreement is governed by California law without regard to conflict of law provisions.

The federal and state courts located in California alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in California with respect to such matters or otherwise between you and Max Group, and waive your rights to removal or consent to removal.

14. MISCELLANEOUS.

This Agreement, the Acceptable Use Policy, the Privacy Policy, and Max Group's other user policies posted on Max Group's Website constitute the entire agreement between you and Max Group with respect to your use of the Services.

Max Group may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Max Group's Website (<http://www.maxgroup.com>) and/or on Subscriber's Administration Page in the Subscriber's B2B Account with Max Group and/or by email and/or in our various publications and mailings to Subscribers.