



"Web Solutions for the Micro-Enterprise"

## TROPICAL WEB SHOP INC.

214-210 Woodridge Cres.,  
Nepean, Ontario K2B 8E9, Canada.

Tel/Fax: (613) 828-9374  
Web: www.tropicalwebshop.com

### INTERNET MARKETING APPLICATION

Please complete and return to Tropical Web Shop Inc.

#### INTERNET MARKETING SOLUTION

			BILLING TERM		
e-flyer	Banner	Sponsored Business Listing	3 Months	6 Months	12 Months
Search Engine Registration			Other: _____		
Classified Business Listing:	Home Page Ad: Domain Name Required*		Standard 12 Months		

#### ACCOUNT INFORMATION

(As it is to appear on your Invoice)

Your Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization/ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Country: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Other/Toll Free: \_\_\_\_\_

Existing Web Site URL/ \*Register a New Domain Name: \_\_\_\_\_

Note: You agree to be bound by all terms and conditions of the Domain Registrant with which we register the domain name. And you also agree that it is your own responsibility to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. A 2-year commitment is required for registration.

Artwork Supplied by: Client Other: \_\_\_\_\_ Images Supplied By: Client Other: \_\_\_\_\_

Editorial Supplied By: Client Other: \_\_\_\_\_ Estimated Charges: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

#### YOUR SERVICE DETAILS

Description of services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## INTERNET MARKETING AGREEMENT

### GENERAL

In this Terms of Agreement ("Agreement") "you" and "your" hereinafter referred to as the Account Holder, "we", "us" and "our" refer to Tropical Web Shop Inc. and "services" refers to the services provided by us. This Agreement explains our obligations to you, and explains your obligations to us with respect to Internet marketing services. By using the services under this Agreement, you acknowledge that you have read and agreed to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by us. Your signature below constitutes agreement to and acceptance of these Terms of Agreement.

You and Tropical Web Shop Inc. agree as follows:

We shall host a virtual Hosting Internet Account for you for the domain name www. \_\_\_\_\_

#### 1. General Policies

In order to conduct your Internet advertising campaign in a professional fashion and to meet your requirements, it is your duty to advise us on how your information should be used. You shall provide all copy and product pictures. We won't accept any orders to advertise or promote adult related or illegal content, and it is our decision to accept or decline any inquires. Tropical Web Shop Inc. offers you the ability to advertise your business or organization contact information, descriptions, photographs and/or rates on the Web for a fee listed on Tropical Web Shop Inc. Web Site ("Web Site"). Specifically, you shall have your name, address, telephone and fax numbers, e-mail address, URL (Web site address), description, photographs, rates, and other pertinent details included on the Web.

#### 2. Copyright

You are responsible for supplying up-to-date information to Tropical Web Shop Inc. for publishing on the Web. You retain the copyright to data, graphic designs or artwork provided by you to us for inclusion in your Internet marketing Project, and you grant us the right to publish and use such material. Custom artwork and graphic designs prepared by us for use in your Web presentation, will remain the property of Tropical Web Shop Inc.

#### 3. Standard Media Delivery

You shall provide all text in electronic format (ASCII text files delivered via e-mail or through the online order form on Web Site) and all photographs and other graphics will be provided electronically (via e-mail at sales@tropicalwebshop.com) in JPEG file format. Additional expenses may be incurred and will be invoiced accordingly for corrective work or conversion of media.

#### 4. Payment Terms

The payment for Internet marketing services is payable on a quarterly, biannual or annual basis. Your payment is due within 30 days after the signing of this agreement and shall be made by cheque or money order, the value of which represents United States (US) currency only. All payments, after 30 days, are non-refundable. Please make cheque or money order payable to Tropical Web Shop Inc.

#### 5. Renewal Period

This Agreement shall automatically renew for successive 3-month, 6-month or 12-month periods as chosen in the order form for the life of the contract until cancelled in writing.

#### 6. Delinquency

Delinquent Accounts are those that remain unpaid 30 days after activation or renewal date. Accounts that are delinquent are put on accounting hold and may not be used. After 30 days, we may, in our sole discretion, cancel the Account without any further compensation to the Account Holder.

#### 7. Cancellation/Termination

Cancellation requests must be received in writing via e-mail, fax or postal mail at our main office. Phone cancellations will not be accepted. Such requests must be received 30 days prior to expiry of term. In circumstances where the Account holder does not cancel prior to the renewal date the Account Holder is liable for payment of the entire term.

#### 8. Privacy Policy

In order to protect our clients, we will refuse to give any information to any persons requesting such information without the express written consent of the Account Holder.

#### 9. Address Changes

Any and all changes (address, e-mail address, phone number, billing contacts, etc.) associated with the Account Holder must be updated with our billing department via e-mail, postal mail or fax within 7 (seven) days of such change. Telephone notifications will not be accepted. We shall not be held responsible in the event that the Account Holder's Account is deactivated, or locked because the Account Holder failed to notify us of any of these changes in their billing contact information.

10. Representations & Warranties

No oral or written advice or information given by us or our employees or associates will create a warranty. This information or advice may not be relied upon. This Agreement supersedes any such information or advice given by us, our employees or associates. We do not warrant that any services provided by us will be uninterrupted, error-free or secure. The Service is offered on an "as is" basis without any representations or warranties of any kind either express or implied. We may also use information or services provided by third party partners and providers. We do not guarantee or warrant the reliability of this information nor do we recommend any of their services. For greater certainty and without limitation to the generality of the foregoing:

- a) We make no representations, warranties or guarantees of any kind whether written or verbal regarding the reliability of the Account Holder Web site provided or any other services offered;
- b) We are not responsible for any deletions, alterations, or loss of data due to network or system outages, file corruption, accidental deletion or any other reasons;
- c) We make no representations, warranties or guarantees with regard to Internet access, server reliability, speed or consistency;
- d) We make no representations, warranties or guarantees as to the accuracy or correctness of any content on any of the Internet marketing presentations and are not responsible for any errors or omissions arising from the use of such information.

11. Indemnity

The Account Holder agrees not to harm Tropical Web Shop Inc., its reputation, computer systems, and/or other Account Holders using our services. If Account Holder breaches this Agreement, then we have the right to terminate service without any refunds of the unused portion prepaid by Account Holder. The Account Holder agrees to indemnify and hold harmless both Tropical Web Shop Inc. and other Account Holders from any and all claims and/or costs (including legal costs) resulting from the Account Holder's use or abuse of their service in any manner. If at any time, Account Holder breaches any part of this contract and we have to engage the services of an attorney, then Account Holder will pay any and all of the Tropical Web Shop Inc.'s reasonable attorney fees and court costs. The Account Holder agrees to indemnify and hold us harmless from and against, and to reimburse us with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees and costs of investigation) of every nature whatsoever incurred by us by reason of or arising out of or in connection with (i) any breach of this Agreement by the Account Holder, (ii) any infringement of any copyright, trademark, patent, trade secret or any other intellectual property right of any party by content on the Internet marketing presentation, or (iii) illegal, libelous, slanderous, dangerous or defamatory content on the Internet marketing presentation.

12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws applicable in the Province of Ontario and the laws of Canada and is treated in all respects as a Canadian contract.

I HAVE READ, UNDERSTOOD AND AGREED TO THE AFOREMENTIONED TERMS OF AGREEMENT FOR THE SERVICES PROVIDED BY TROPICAL WEB SHOP INC.

Please complete and return to Tropical Web Shop Inc.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_