

E-COMMERCE SERVICE AGREEMENT

This agreement is between _____, hereafter referred to as “Merchant” and RIGHT CONNECTION, Inc., a Nevada Corporation, hereafter referred to as “RIGHTCONNECT.”

Merchant is a corporation, partnership and /or an individual and has in existence one or more Payment Card Member Agreements regarding one or more of the above payment card systems and has a current Internet on-line presence and order form for sales by Merchant in the conduct of their E-Commerce business.

Merchant has a Payment Card Member Agreement with one or more of Visa, MasterCard, American Express, Discover Card, JCB, Diners and/or Carte Blanche Franchisers and/or Companies (collectively, “Issuers”) and Merchant desires to participate in the RIGHTCONNECT on-line, real-time E-Commerce Payment Card Processing System.

The rights and duties of Merchant relate solely to one or more of the card system(s) named above and with respect to which Merchant has a Payment Card Member Agreement during the term of this Agreement. At the commencement of this Agreement Merchant agrees to advise RIGHTCONNECT of the payment card or cards that Merchant is authorized to accept. Thereafter Merchant will inform RIGHTCONNECT in a timely manner of any new payment cards that Merchant agrees to accept or of any changes in the Terms and Conditions governing the Merchant’s relationship with the Issuers .. Merchant and RIGHTCONNECT mutually agree to the following terms and conditions:

I. Nature of Terms and Conditions:

These E-Commerce Terms and Conditions govern the relationship between RIGHTCONNECT and Merchant for all E-Commerce Products and Services, including those E-Commerce Products and Services provided directly by RIGHTCONNECT, through RIGHTCONNECT as a reseller on behalf of parties other than RIGHTCONNECT (“Third Party Vendors”) and directly by Third Party Vendors with the written consent of

RIGHTCONNECT. These E-Commerce Terms and Conditions expressly govern, without limitation, software products, hosting services, secure payment gateway services, and related support and maintenance services obtained through RIGHTCONNECT or Third Party Vendors in connection with the E-Commerce Products and Services. Merchant understands and agrees that it may be required to enter into additional specific agreements for software products, hosting services or other E-Commerce Products and Services as RIGHTCONNECT or Third Party Vendor may determine in their sole discretion. Merchant has the option to utilize any or all of the products and services or may contract directly with other third party providers of suitable services.

II. Definitions:

Each of the following words used in this Agreement shall have the meanings indicated:

A. "Payment Card" or "Card" means one or more of the Cards named above with respect to which Merchant has a Payment Card Member Agreement at the commencement of this Agreement and during its term.

B. "Sign-Up /Setup Fee" means the initial fee charged by RIGHTCONNECT at the time of acceptance of the Merchant as a participant in the RIGHTCONNECT Payment Card Processing System.

C. "Network Access Fee" means the fee charged for each approved and/or denied or other network access wherein RIGHTCONNECT makes contact with the merchant's payment card processing center for authorization of the purchase amount. Network access transactions processed internally and not requiring communication with the payment card's processing center will not incur a network access fee. Each access is documented on the online daily and monthly transaction report from RIGHTCONNECT in the Program for the Merchants review.

D. "Monthly Service Fee" means the fee charged each Merchant for maintaining the network access account and network access software in an operating condition for accepting network access transactions.

E. "Program" means the RIGHTCONNECT CS-VPOS Internet On-Line Payment Card Processing System or any similar program used by RIGHTCONNECT.

F. "Member Bank" means a bank/s that has the authority of one or more of the Issuers named above to enter into a Merchant Bankcard Service and Security Agreement with Merchants and has entered into an Agreement with the Merchant that is a party to this Agreement.

G. "Company" means a company that has the authority to enter into a Merchant Payment Card Service and Security Agreement with Merchants and has entered into an Agreement with the Merchant that is a party to this Agreement, such as but not limited to American Express and Discover Card.

H. "Purchaser" is the individual conducting the transaction with Merchant for the purpose of purchasing goods and/or services and providing the information for the On-Line Order Form, including but not limited to the information in the Secure Screen.

I. "Virtual Terminal" is a formatted screen on a personal computer that facilitates the manual purchase of goods or services with Payment Cards in E-Commerce.

III. RIGHTS AND OBLIGATIONS OF MERCHANT

A. Merchant will use the Program for all transactions by Merchant on the Internet or use the manual data entry screen in the Virtual Terminal of the Program, but retains no rights to the Program if this agreement is terminated by either party. Merchant cannot require that information be provided for each transaction other than the current information provided for in Merchant's On-Line Order Form in the Program.

B. Merchant is obligated to establish his or her own "Fraud Filtering" selections in the "Account Profile" area under the Administration Section of the Program. Failure to do so could subject the Merchant to increased fees and charge back exposure from the Merchants bank or company.

C. Merchant agrees that it will not perform or fail to perform any act that would violate State or Federal law, including but not limited to the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Consumer Credit Protection Act and the Electronic Fund Transfers Act. Merchant explicitly recognizes that Regulation Z, the Truth-In-Lending Act requires that the Merchant provide a brief description of the goods or services purchased with a Card, together with other disclosures. Merchant further agrees to defend, save and hold harmless RIGHTCONNECT and indemnify RIGHTCONNECT from any and all claims, actions, suits, losses, damages and liabilities and costs including attorneys fees, relating to or resulting from any violation of, or failure to comply properly with, or claim or charge that there has been a violation of or failure to properly comply with Federal or State laws, rules or regulations arising out of any acts or omissions of Merchant.

D. If required by Merchant Bank or Company, Merchant agrees that its On-Line Order Form shall comply with an appropriate format established by Merchant's Bank or Company. It is understood, acknowledged and agreed that Merchant shall not process any transaction that is not in full compliance with the terms of the Agreement between Merchant and its bank and/or company for the purpose of accepting the Card(s).

E. Any advertising or other promotional material of Merchant shall not be in violation of the provisions of this Agreement. The RIGHTCONNECT name, style and any other registered trademarks or trade names of RIGHTCONNECT, including CHARGE SOLUTIONS, shall remain the property of RIGHTCONNECT and shall not be used by Merchant except in

compliance with this Agreement or independent written authorization from RIGHTCONNECT and shall in any event not be used by Merchant except during the term of this Agreement and in accordance with this Agreement.

F. Merchant shall not discriminate against persons making purchases using a Card, either with respect to the exchange of, return of, or adjustment on goods or services purchased unless Merchant conspicuously discloses its discriminatory refunds policy at the time of sale in accordance with Regulation Z, the Federal Truth-In-Lending Act. If Merchant does not offer refunds or makes such other restrictions, the words “no refund”, or other appropriate terminology, shall be prominently and legibly written or typed or displayed on Merchant’s On-Line Order Form used by Merchant with respect to performance of this Agreement and provided to Purchaser.

G. Merchant shall not sell, purchase, provide or exchange Purchaser information in any form obtained by Merchant as result of a transaction covered by the terms of this Agreement to any third party other than to Merchant’s Bank, Company and/or Processor or to Merchant’s agent for the purpose of processing transactions. All information concerning Purchaser so obtained shall be maintained by Merchant in a reasonably secured manner with limited access to selected personnel until discarding and must be destroyed in a manner that will render the data unreadable.

H. Merchant warrants that all network access transactions tendered to RIGHTCONNECT represent obligations of Cardholders to Merchant for bonafide transactions in the amount set forth thereon for property sold and/or services rendered only, and shall not involve any element of credit for any other purpose and shall not involve Merchant receiving or accepting any payment from the Purchaser for any charge included in a transaction resulting from the use of a Card. Merchant agrees not to make any cash advance or withdrawals to any Cardholder.

I. Merchant agrees to indemnify RIGHTCONNECT and hold RIGHTCONNECT harmless from and against any and all claims, losses, damages, demands and liabilities including attorneys’ fees and other costs of defense and causes of action by any person imposed by way of claim without commencement of litigation or arbitration, defense, setoff or counterclaim that relate to or result from any alleged violation by Merchant of any applicable law or regulation or any action of Merchant in connection with a Card transaction subject to this Agreement arising from a transaction covered by the terms of this Agreement.

IV. TRANSACTION PROCEDURES

A. The Merchant shall install the RIGHTCONNECT Script provided by RIGHTCONNECT in the Program in Merchant’s On-Line Order Form to enable the merchant to send the “On-Line Order Form data” to RIGHTCONNECT’s

secure server using Secure Socket Layer (SSL) Encryption. Merchant shall include but not be limited to the following information in each transaction: the name of person on the payment card , the Purchaser's first and last name, address, city, state, zip or Postal code and country, the shipping instructions for the transaction and the total transaction amount. When the On-Line Order Form has been received by RIGHTCONNECT and is displayed in a transaction template on a secure screen, the Purchaser will, at the request of Merchant, enter the Payment Card account number, expiration date, name as it appears on the card , and the billing address including city, state, zip code and country for mailing of the Payment Card monthly statements. Entry will be accomplished by either typing such information or swiping a card through an approved device such as the PC Pay.

B. If the Payment Card transaction is approved by Bank or Bank's agent or Company, an order confirmation will be emailed by RIGHTCONNECT to Merchant which will include all details of the On-Line purchase transaction except the Payment Card number and expiration date. Concurrently, RIGHTCONNECT will send an email receipt to the Purchaser for Merchant and in Merchant's name, and that will not contain the Payment Card number, name and expiration date.

C. Merchant will receive from RIGHTCONNECT in a password protected secure "Administration Section of the Program," daily administrative reports, including but not limited to, transaction reports, including Payment Card numbers and expiration dates that were used for purchases during the business day. These reports will provide Merchant with a daily RIGHTCONNECT settlement statement reflecting all approved transactions for each Merchant business day. This settlement report will reflect the funds that will be transferred by Bank or Bank's agent or Company to Merchant's checking account within the time period provided for in Merchant's Agreement with Bank(s) or Company. These reports may be reviewed, compiled and downloaded by Merchant at their discretion.

D. Merchant can enter MANUAL transactions received by mail, by telephone, by fax, or in person from Purchaser using the manual data entry screen through the Virtual Terminal located in the Administration Section of the Program that is provided by RIGHTCONNECT .The Network Access transaction fee is the same for these manual transactions.

If the Payment Card authorization request is denied, the Purchaser will receive an on-screen notice of non-acceptance. At that time the Purchaser can re-enter another payment card account number or correct the name and/or address of the Card holder. However, most invalid payment card numbers are detected by Csvpos' internal card number verification system prior to the network access contact.

A. FEES and CHARGES:

RIGHTCONNECT shall provide, and Merchant shall use, the RIGHTCONNECT Program described in this Agreement and any revisions to that Program during the term of this Agreement at no additional expense to Merchant other than the Sign-Up /Setup Fee(s), Monthly Service Fee(s) and the Network Access Fees payable by Merchant to RIGHTCONNECT.

The Sign-up/Setup Fee(s) of \$_____ shall be payable at the time of execution of this Agreement.

“Network Access Fees” of _____ cents per transaction and a “Monthly Service Fee(s)” of _____ will be charged to the Merchant’s payment card account or Merchants bank account through Right Connection’s own credit card processing account to the credit card the Merchant has posted for payment against this account on a monthly basis at the end of each month for any partial or full month of services provided by RIGHTCONNECT.

Merchant agrees to provide RIGHTCONNECT with a signed and faxed Payment Card Authorization form for processing of these fees prior to commencement of services by RIGHTCONNECT.

A. Suspension and Revocation:

If any of RIGHTCONNECT’s monthly charges for fees are returned as unpaid RIGHTCONNECT will attempt to collect the fees again. If the charge for fees is not paid within 10 days , RIGHTCONNECT will temporarily suspend access services until the fees are paid. If the monthly fees are not paid within 30 days of the second attempt to collect them RIGHTCONNECT will temporarily cancel all network access services.

B. Reversals / Chargebacks:

Any reversal of processing fees by your credit card company (chargeback) for fees and services of RIGHTCONNECT will be grounds for immediate suspension of your account.

The Merchant will have to pay a \$50.00 re-instatement fee for RIGHTCONNECT to re-activate Merchants original network access account while it is in the “Temporary Cancellation ” status. If RIGHTCONNECT permanently cancels Merchant’s network access account and Merchant wants to re-join the RIGHTCONNECT Program, Merchant will have to reapply and pay new Sign Up/Set Up fees.

C. LIMITED LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RIGHTCONNECT OR ANY THIRD PARTY VENDOR INVOLVED IN THE CREATION, PRODUCTION, PROVISION, DELIVERY OR LICENSING OF THE E-COMMERCE PRODUCTS AND SERVICES BE LIABLE TO MERCHANT OR ANY OTHER PERSON FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR OTHER PECUNIARY LOSS, WHETHER OR NOT WITH A CLAIM OF BREACH OF WARRANTY OR BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF THE USE OR INABILITY TO USE THE E-COMMERCE PRODUCTS OR SERVICES, WHETHER OR NOT THE POSSIBILITY OR CAUSE OF SUCH DAMAGES WAS KNOWN TO RIGHTCONNECT OR SUCH OTHER THIRD PARTY VENDOR. IN NO EVENT SHALL RIGHTCONNECT'S LIABILITY IN CONNECTION WITH THE E-COMMERCE PRODUCTS AND SERVICES EXCEED THE TOTAL OF FEES PAID FOR THEM TO DATE OF THE CLAIM BY MERCHANT.

Refunds:

RIGHTCONNECT will not keep any portion of the Sign-Up/Set-Up fee(s) if the merchant fails to obtain a Payment Card Merchant Account and can not process E-Commerce transactions through RIGHTCONNECT. However a single network access transaction during any portion of any month routed through RIGHTCONNECT's Program authorizes RIGHTCONNECT to retain the Sign-Up/Set-Up fee.

VI. MISCELLANEOUS

A. AMENDMENT: RIGHTCONNECT may amend this agreement at any time by sending an email notice to Merchants last known email address or by mailing a written notice to Merchants last known business address at least 10 days before the effective date of the amendment. Any and all amendments that change the price for services will not become effective until 30 days after RIGHTCONNECT's email or written notice. The amendment shall become effective on the date specified unless RIGHTCONNECT receives a notice of termination of this Agreement before such effective date. Any Network Access Transactions after the effective date of the amendment are an affirmation by the Merchant of the amendment.

A. WAIVER of JURY TRIAL: Merchant waives any right to have any dispute hereunder resolved by a jury.

B. VERIFICATION: RIGHTCONNECT shall have the right to verify all Network Access Transactions covered by the terms of this Agreement. For this purpose, Merchant shall preserve all records pertaining to such Network Access Transactions for a period of at least one (1) year from the date of the Network Access Transaction.

C. NOTICES: All notices, demands, and other communications required or permitted under this Agreement shall be made by email to Merchant's email address as indicated on the Merchant's Application or shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, certified, registered or first class mail and addressed as indicated on the Merchant's Application.

D. SUCCESSORS and ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, Merchant shall not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Agreement without the written consent of RIGHTCONNECT. Any purported assignment, transfer, or delegation in violation of this section shall be null and void.

E. WAIVER: No failure to exercise and no delay in exercising any right, remedy or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise of any right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

F. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada. Any legal proceeding arising hereunder may be brought in Nevada, and Merchant consents to such venue.

G. TERMINATION. This Agreement shall become effective when accepted by RIGHTCONNECT. and shall remain in effect until terminated by written notice by either party. Parties to this "Agreement" may immediately terminate this "Agreement" at any time with or without cause. At the termination of this Agreement, Merchant shall no longer submit transactions to RIGHTCONNECT nor use any of the materials issued or provided under this Agreement at the request of RIGHTCONNECT Merchant shall return to RIGHTCONNECT. at Merchant's expense any software or other items provided by RIGHTCONNECT

for purposes of this Agreement. Any transactions in process at the time of termination are the responsibility of Merchant to maintain its records with respect to transactions under this Agreement shall survive any such termination.

Right Connection, Inc.

Authorized Signature Printed Name Date

I have read and understand this agreement entitled "E-Commerce Service Agreement," and agree to the said terms.

For "MERCHANT"

Authorized Signature Printed Name Date

MERCHANT INFORMATION

Merchant Name _____
Address _____
City _____ State _____ Zip _____
Contact Admin _____
Contact Billing _____
Phone # _____
Fax # _____
E-Mail _____ URL _____
Billing CC# _____ Expire Date _____

I hereby authorize RIGHT CONNECTION, to charge my credit card each and every month for services rendered until my account is canceled in writing to the address above.

Card Holder Signature Date