

ELECTRONIC COMMERCE AGREEMENT
(between the Internet Service Provider and the Merchant)

BETWEEN:
.....
.....
(hereinafter referred to as the "Merchant")

O1

AND:
.....
.....
(hereinafter referred to as the "ISP" - Internet Service Provider -)
(the Merchant and the ISP hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the ISP operates an automated and secured server for credit card payments (hereinafter referred to as the "Secured Server");

WHEREAS the ISP uses the Secured Server to provide eligible merchants with access and use of a payment gateway (hereinafter referred to as the "Gateway"), whereby their customers may pay for the purchase of goods and/or services by credit card (hereinafter referred to as the "Electronic Commerce Service");

WHEREAS the Merchant wishes to sell goods and/or services over the Internet and use the Electronic Commerce Service provided by the ISP;

WHEREAS the ISP, for good and valuable consideration, agrees to provide the Electronic Commerce Service to the Merchant, as well as various other services described below;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

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2.01 Services

Merchant	ISP

The ISP undertakes to provide the Merchant with the following services (hereinafter referred to as the "Services"):

- a) to install a gateway on the Secured Server and configure it pursuant to the specifications in Attachment "....." of this Agreement (hereinafter referred to as the "Specifications")
- b) to design, install and configure a virtual shopping cart, pursuant to the Specifications, including without limitation, the design, installation and configuration, if need be,:
 - of the Web pages included in the shopping cart (hereinafter collectively referred to as the " Web Pages");
 - of its graphic elements including, without limitation, the texts, drawings, icons, images, graphics, pictures, charts and other elements indicated in the Specifications (hereinafter referred to as the "Graphic Elements");
 - of its software components including, where applicable but without limitation, the scripts, applets, applications, programs, exec files, software, search engines, multimedia and database components (hereinafter referred to as the "Software Components"),
- c) to design, install and configure an administration module for the virtual shopping cart, pursuant to Specifications, in order to allow the Merchant to make changes himself to certain parameters of the shopping cart (e.g.: prices, tax rates, addition and removal of categories, etc.);
- d) to proceed with the running-in and operational tests of the shopping cart and of the Gateway;
- e) to provide the Merchant with a username and a password to access to the administration module for the shopping cart, in FTP ("File Transfer Protocol") and Telnet modes;
- f) to provide access and use of the Gateway for the term indicated in the Specifications, on condition that the Merchant respect all of his obligations, including the payment of any amount owing to the ISP, pursuant to the terms and conditions of payment indicated in the Specifications;
- g) to provide the Merchant and his designated employees with the training required in the Specifications;
- h) to provide the Merchant with the information and documentation respecting to the access and the operation of the Gateway;
- i) to provide the Merchant with technical support in accordance with the Specifications.

Moreover, the ISP agrees that the following operations shall be performed automatically:

- a) calculation of discounts, taxes and the total amount of customer's order;
- b) authentication of credit card data;
- c) checking availability of the credit required to cover the customer's order;
- d) granting authorization or refusing authorization for transactions;
- e) in the case of authorization, electronic confirmation of the transaction to the customer and Merchant, with on-line visualization;
- f) where authorization is refused, a message indicating refusal and reason.

3.00 CONSIDERATION

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3.01 Price

With respect to the Services and other services to be provided, the Client shall pay the ISP the price indicated in the Specifications, plus any applicable taxes.

3.02 Billing

The ISP shall send all invoices to the Merchant's address indicated in the Specifications or to any other address the Merchant may communicate to the ISP following the signing of this

Merchant	ISP