

Writers' Portal Personal Web Page (PWP) Terms and Conditions

You acknowledge that you have read the terms and conditions of use and that you accept the terms thereof. YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS PWP WEB SITE. If you do not agree to these terms and conditions of use, you may not access or otherwise use this PWP Web Site.

These terms and conditions (the "Agreement") is entered into as of today's date (the "Effective Date") by and between you (the "Member") and Personal Web Page, LLC ("PWP") with its principal place of business at 2029 Village Lane, Solvang, CA 93463 (each a "Party" and together, the "Parties").

Now, therefore, in consideration of the covenants and conditions provided in this Agreement, and other good and valuable consideration, PWP and Member hereby agree as follows:

1.0 DEFINITIONS.

1.1 Member Page. "Member Page" means a facility for Member to provide information to third parties via the World Wide Web via the PWP Services (defined herein).

1.2 PWP Servers. "PWP Servers" are the servers owned and maintained by PWP on which the Member Page is hosted and allows third party online access to the Member Page.

1.3 PWP Writers Portal Web Site. "PWP Writers Portal Web Site" shall mean the Web site located at <http://www.writersportal.org>.

1.4 PWP Tools. "PWP Tools" shall mean the computer software and other items, including HTML script or code, developed by PWP or its suppliers, and currently provided for the use by Member to create, maintain and update the Member Page. PWP reserves the right to modify, remove, or add to the list of PWP Tools available to Member at any time for any or no reason.

1.5 PWP Content. "PWP Content" shall mean any and all proprietary images, artwork, copy, information, data, or knowledge licensed to Member hereunder as part of the PWP Services. The PWP Content shall consist only of the PWP Content located on and originating from the PWP Writers Portal Web Site. PWP reserves the right to modify, remove, or add to the list of PWP Content available to Member at any time for any or no reason.

1.6 PWP Proprietary Materials. "PWP Proprietary Materials" shall mean collectively the PWP Tools, the PWP Content and the Member Page.

1.7 PWP Services. "PWP Services" shall mean the services defined in Article 2.0 of this Agreement which shall enable Member to create, maintain and update the Member Page and to host the Member Page on the PWP Servers.

1.8 Member Materials. "Member Materials" shall mean any and all images, artwork, copy, information (including, without limitation, information in any file in any format), data, knowledge, computer software, and other materials of any kind provided by Member for use with the Member Page.

2.0 PWP WRITER'S PORTAL SERVICES.

2.1 Hosting Services. For the term of this Agreement, PWP shall provide Member with the PWP Services.

2.2 PWP Proprietary Materials. PWP shall provide Member use of the PWP Proprietary Materials, strictly in accordance with the license granted herein, for the sole purpose of creating, maintaining and updating the Member Page. PWP Proprietary Materials enable functionality of the website, which may include items like (i) a database of vendors (e.g. agents, publishers, illustrators, editors, printers, etc.), (ii) interactive media (e.g. blog, chat log with access to Member community), (iii) complete communications module (e.g. email functionality, including graphic email blasting system, calendar functionality).

2.3 Revision of PWP Services. PWP may modify, suspend or discontinue any component of the PWP Services at any time, including the availability of any of the PWP Proprietary Materials. PWP may also impose limits on certain features and services or restrict Member's access to parts or all of the PWP Services without notice or liability of any kind.

2.4 No Resale. Member agrees that this Agreement is personal to Member and that Member may not resell, lease, license, assign or redistribute any portion of the PWP Services to any third party.

3.0 LICENSE; PROPRIETARY RIGHTS.

3.1 PWP Proprietary Materials License. PWP hereby grants to Member, and Member hereby accepts, a personal, non-transferable, non-exclusive, limited license, for the term of this Agreement, to use one (1) copy of the PWP Proprietary Materials solely in connection with operating the Member Page (the "PWP License"). PWP does not grant Member any right or license in any PWP Proprietary Materials. Nothing herein shall be interpreted to mean, and PWP does not grant Member any right or license in any PWP Proprietary Materials, including but not limited to proprietary images, artwork, copy, information, data, knowledge, computer software or any other material or information of any kind.

3.2 No Sublicense. Nothing herein shall be interpreted to mean, and PWP does not grant to Member, any right or license to enter into sublicenses or redistribution agreements for any portion of the PWP Proprietary Materials.

3.3 Copyright Notices. The PWP Proprietary Materials are protected by copyright pursuant to U.S. copyright laws, international conventions and other copyright laws, and are owned or controlled by PWP. Member will abide by any and all additional copyright notices, information, or restrictions contained in the PWP Proprietary Materials.

3.4 PWP License Restrictions. Except as provided for in this Agreement, Member represents and warrants that Member will not reproduce, modify, publish, transmit, transfer, sell, distribute, publicly display, or in any way exploit, any of the PWP Proprietary Materials or the Member Page, in whole or in part.

3.5 No Derivative Works. Member represents and warrants that it shall not reverse engineer, decompile, translate, or develop derivative works based on the PWP Proprietary Materials.

3.6 No Contesting of Rights. The Member acknowledges and agrees that neither during the term of this Agreement nor after the termination or expiration hereof, shall the Member directly or indirectly contest or aid in contesting the validity or ownership of the PWP Proprietary Materials or take any action in derogation of PWP's rights therein.

3.7 Reservation of Rights. Any and all rights to use any PWP Proprietary Materials not expressly granted to Member hereunder are hereby reserved for PWP (the "PWP Reserved Rights"). Nothing contained in this Agreement shall affect, impair, or limit in any way PWP's rights to exploit fully any or all of the PWP Reserved Rights.

3.8 PWP Trademarks. Nothing herein shall be interpreted to mean, and PWP does not grant Member any right or license in any PWP trademark, trade name, service mark, insignia, slogan, name, emblem, logo, symbol, design and/or other identifying characteristics owned by or associated with PWP, its parent, its subsidiaries or Affiliates, in any manner whatsoever.

3.9 Member Materials License. Member hereby grants to PWP a perpetual, non-exclusive license to reproduce, license, publish, distribute, transmit, broadcast, or publicly exhibit, display, perform or digitally perform and otherwise use the Member Materials as necessary to provide the PWP Services to Member hereunder. Member hereby agrees to now and forever release and hold PWP, its affiliates, subsidiaries, directors, officers, agents, suppliers, and employees, harmless from any and all losses, damages, rights, claims and actions with respect to, or in any way arising from, PWP's use of the Member Materials (including, without limitation, any alleged or actual infringement of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with the Member Materials).

3.10 Proprietary Rights. Member acknowledges and agrees that PWP owns and shall retain all rights, title and interest in and to the PWP Proprietary Materials, including, without limitation, all copies thereof and all rights to patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto, subject only to Member's rights in and to the Member Materials. Member shall retain all rights, title and interest in and to the Member Materials, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein or appurtenant thereto.

3.11 Proprietary Notices. PWP shall have the right to place proprietary notices of PWP and its suppliers on the Member Page in accordance with this Agreement.

4.0 SYSTEM RULES.

Member agrees to be bound by rules that are important for the proper use of the Member Page and the PWP Services. Member's failure to follow these rules, whether set out in this Agreement, or in notices posted at various points by PWP, may result in PWP's termination or suspension of this Agreement and Member's Page. Member hereby represents and warrants that Member will abide by the following rules: (i) Member will not use the Member Page or the PWP Services to post, transmit, display or distribute any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, racist, sexually explicit or indecent material of any kind; (ii) Member will not use the Member Page or the PWP Services to promote, solicit or commit conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (iii) Member will not use the Member Page or the PWP Services to post, transmit, display, or distribute information, software, or other material that violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, trade secret, rights of privacy or publicity or any other proprietary right; (iv) Member will not use the Member Page or the PWP Services to promote physical harm against any group or individual; (v) Member will not use the Member Page or the PWP Services for commercial purposes unrelated to the Writers Portal (PWP reserves the right, in PWP's sole discretion, to determine if Member is using the Member Page or the PWP Services for proper commercial purposes), including, without limitation, (a) offering for sale any unrelated products or services, (b) soliciting for advertisers or sponsors, (c) displaying a sponsorship or advertising banner of any kind, (d) displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their Home Page, (e) promoting or soliciting for participation in multi-level marketing or pyramid schemes, and (f) conducting sweepstakes or contests of any kind; (vi) Member will not use the Member Page or the PWP Services to post, transmit, display, distribute or promote material that exploits children under eighteen (18) years of age; (vii) Member will not use the Member Page or the PWP Services to post, transmit, display, distribute or promote material of any kind which constitutes requests for money, petitions for signature, or chain letters; (ix) Member will not use the Member Page or the PWP Services as

storage for remote loading or as a door or signpost to another server; (x) Member will not develop pages on the Member Page that consist of hyperlinks to content or materials of any kind in violation of the rules contained in this Article 4.0; (xi) Member will not restrict or inhibit any other user from using and enjoying the user's Member Page or the PWP Services; (xii) Member will not use the Member Page or the PWP Services to post, transmit, display or distribute material of any kind that contains a virus or other harmful component; and (xiii) Member will not use the Member Page or the PWP Services to post, transmit, display or distribute information or material of any kind that constitutes or contains false or misleading indications of origin or statements of fact.

5.0 MEMBER WARRANTIES.

Member represents and warrants that: (i) Member owns, possesses or controls all right, title and interest to the Member Materials; (ii) Member has the full and unrestricted right to enter into this Agreement and Member has and shall maintain all rights in and to the Member Materials that are necessary to grant to PWP the rights granted in this Agreement; (iii) the Member Materials are true and accurate and do not and will not contain any misrepresentations of fact; (iv) the reproduction, licensing, use, publication, distribution, transmission, broadcast, or public exhibition, display, performance or digital performance of the Member Materials as authorized herein, and all other use thereof in accordance with this Agreement, does not and will not, (a) violate or infringe the civil, contract or property rights, copyrights, trademark rights, rights of privacy or publicity, or other rights of any person or entity, (b) constitute false or misleading indications of origin; (c) slander, libel or defame any person or entity; (d) cause injury of any kind to any person or entity; or (e) violate any applicable laws, rules, regulations or other governmental regulations; (v) Member is at least eighteen (18) years old; and (vi) this Agreement has been reviewed and accepted by Member and constitutes the valid and binding agreement of Member, enforceable against Member in accordance with its terms.

6.0 MEMBER INDEMNITY.

Member hereby agrees to defend, indemnify and hold harmless PWP, its subsidiaries and affiliates, its directors, officers, employees, agents, licensors and licensees, and defend any action brought against same with respect to any and all claims, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including attorneys' fees), asserted by a third party, arising out of or in connection with the Member Materials, Member's operation of the Member Page or any other acts by Member in connection with Member's use of the PWP Services and the PWP Proprietary Materials, including, without limitation: (i) any claim which if true, would constitute a breach of any of Member's representations, warranties, covenants or agreements hereunder; (ii) claims arising from the negligence or willful misconduct of Member; (iii) any actual or alleged infringement or violation of any patent, trademark, trade name, copyright, trade secret, license or any other third party contract or other right (including, but not limited to, misappropriation of trade secrets or violation of the right of publicity or privacy); (iv) claims for bodily injury (including death) and property damage; and (v) any claim for payment of compensation asserted by an employee, subcontractor, agent or licensor of Member. Notwithstanding PWP's foregoing rights in this Article 6.0, PWP reserves for itself, at its option, the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against PWP herein under the terms and provisions of this Article 6.0 and Member shall in no event settle any such action without PWP's prior written consent. This entire Article 6.0 shall survive any expiration or termination of this Agreement.

7.0 MEMBER MATERIALS.

Member acknowledges that Member is solely responsible for the Member Materials and that PWP has no obligation under this Agreement for monitoring or verifying any information or materials included as part of the Member Materials. Notwithstanding the preceding sentence,

PWP reserves the right at all times to disclose any Member Materials, in whole or in part, as necessary to satisfy any law, regulation or government request, or to edit, or remove any Member Materials, in whole or in part, that in the sole and exclusive discretion of PWP, are objectionable or in violation of this Agreement. PWP reserves the right to remove the Member Page from the PWP Servers if the Member Page, in whole or in part, in the sole and exclusive discretion of PWP, is objectionable or in violation of this Agreement.

8.0 THIRD PARTY LINKS.

PWP provides Member a list of links to third party Web sites that contain proprietary images, artwork, copy, information, data, knowledge or other material of any kind ("Third Party Links"). The Third Party Links are located on the PWP Member's Only area (or back office). PWP reserves the right to modify, remove, or add to the list of Third Party Links available to Member at any time for any or no reason. Third Party Links to such other third party Web sites maintained by third parties, do not constitute an endorsement by PWP or any of PWP's subsidiaries or affiliates of any third party Web site or any of the content or materials contained therein. PWP is not responsible for the availability of these third party resources, or their material or content. Member is entirely responsible for obtaining the necessary rights and licenses to use any and all material or content obtained from such third party Web sites.

9.0 TERM AND TERMINATION.

9.1 Term. The Agreement shall commence as of the Effective Date and shall be effective until terminated as provided herein.

9.2 Termination. Member may terminate the Agreement at any time and for any reason and the termination will be deemed effective upon PWP's receipt of such notice during regular business hours: 7:30 a.m. to 5:30 p.m. Monday through Friday, PST, holidays excepted (e.g. if a Member sends a cancellation email on Saturday, such email will not be deemed received until Monday, 7:30 a.m. PST). Member may terminate this Agreement by sending an email to websitesupport@writersportal.org. Member's Page will be disabled upon PWP's receipt of the email. The monthly fee will be charged for a full month or any part thereof, and no refunds will be issued. PWP may terminate the Agreement at any time and for any reason by notifying Member of such termination, and such termination will take effect immediately and no additional charges will be made to Member's account. When possible, PWP will provide Member with prior notice of such termination.

9.4 Termination of Agreement. Upon the termination of this Agreement, all rights of Member under the PWP License granted hereunder shall terminate and automatically revert to PWP and Member shall immediately discontinue the use of the PWP Proprietary Materials and thereafter shall no longer use or have the right to use the PWP Proprietary Materials or any variation or simulation thereof, or any word or trademark similar hereto, or to (directly or indirectly) develop, create, market, distribute, sell, license or sublicense, or advertise any products and/or services in connection with the PWP Proprietary Materials.

10.0 DISCLAIMER OF WARRANTIES. THE PWP PROPRIETARY MATERIALS AND THE PWP SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PWP AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE PWP PROPRIETARY MATERIALS OR THE PWP SERVICES OR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE USE OF THE PWP PROPRIETARY MATERIALS OR THE PWP SERVICES, FURTHER, PWP AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE. PWP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PWP PROPRIETARY MATERIALS OR THE PWP SERVICES OR OTHER CONTENT OR MATERIALS CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PWP PROPRIETARY MATERIALS OR THE PWP SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PWP AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE PWP PROPRIETARY MATERIALS OR THE PWP SERVICES AND ANY ERRORS CONTAINED THEREIN UNDER ANY DIRECT OR INDIRECT CIRCUMSTANCES, INCLUDING BUT NOT LIMITED, TO PWP'S NEGLIGENCE.

11.0 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL PWP OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE PWP PROPRIETARY MATERIALS OR THE PWP SERVICES, EVEN IF PWP OR ITS SUBSIDIARIES OR AFFILIATES OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL PWP OR ITS SUBSIDIARIES OR AFFILIATES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNTS PAID BY MEMBER TO PWP HEREUNDER.

12.0 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA.

13.0 TRANSMISSIONS. Member acknowledges and agrees that transmissions to and from the Member Page are not confidential and such transmissions may be read or intercepted by others.

14.0 AGREEMENT. PWP reserves the right, at its sole discretion, to modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted at www.writersportal.org/terms and notifications of such changes will be sent to Members at their Writer's Portal email address.

15.0 FEES AND PAYMENT. Regardless of whether or not Member uses any or none of the PWP Services, PWP will charge Member standard monthly fees. Such fees shall be charged immediately upon signing up for the PWP Services, and the day of that month shall be referred to as the Member's "Anniversary Date." For example, if a Member signs up on April 1st, the Member's Anniversary Date shall be the first day of each calendar month (e.g. May 1st, June 1st, etc.) Thereafter, monthly charges will be charged to Member's credit card on the Anniversary Date. Any and all charges will appear on Member's monthly credit card statement. PWP Services charges may vary from time to time. From time to time, PWP may add or modify certain services related to the PWP Services, and PWP reserves the right to charge Member additional or different fees in consideration for providing such new or modified services to Member. Member will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on Member's account.

15.1 THIRTY (30) DAY FREE TRIAL. PWP may, from time to time, run a promotion offering prospective Members a thirty (30) day free trial of the Member Page. During such promotions, new prospective Members (i.e. customers that have never paid for a Writer's Portal Member Page) will be eligible to use a Member Page for thirty (30) days free of charge. Such prospective Members will be required to provide valid credit card information prior to the commencement of the free trial. If such prospective Members do not cancel the service prior before the completion of thirty (30) days of service, the Member's credit card will be charged and no refunds will be issued.

15.2 REFERRAL PROGRAM. Members shall have the option of earning the ability to have the Member Page for free by referring the PWP Services to others. For Members who refer the PWP Services to at least five (5) other Members who are active and making monthly payments, such Members will not be required to pay a monthly fee. Members will have the ability to see whether they qualify for the free monthly Member Page by tracking the number of referrals in the back office. A new Member can use the referral of only one referring Member, and the new Member must designate the Member that provided the referral upon sign up. If at any time, a referring Member has less than five (5) active and paying referrals in the system, that Member will be required to resume payment of the monthly fee. Notwithstanding, the Member may become eligible again for a free Member Page upon referring additional new Members to make up for any lost referrals (i.e. Members who cancel or stop payment). Free Member Pages will not be retroactive. Accordingly, if on a Member's Anniversary Date, such Member has only four (4) qualifying members, that Member will be billed for his or her page on the Anniversary Date. No refunds will be issued, even if the Member obtains another referral shortly after the Member's Anniversary Date. Under the prior example, if all five (5) referrals remain qualified on the Member's next Anniversary Date, the Member will be able to resume foregoing payment of the monthly fee.

16.0 MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no representations, understandings or agreements that are not fully expressed in this Agreement. Member shall not assign, without the prior written consent of PWP, its rights, duties or obligations under this Agreement to any person or entity, and any attempt to do so shall be deemed a material breach of this Agreement. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given when sent via e-mail to websitesupport@writersportal.org in the case of notices to PWP and to the e-mail address of Member in the case of notices to Member. No confidential, fiduciary, contractually implied or other relationship is created between Member and PWP other than pursuant to this Agreement. The failure of PWP to partially or fully exercise any right or the waiver by PWP of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.