



WineWeb Enterprises, Inc.
1 Stone Ridge Rd, Santa Fe, NM 87505
888-236-0058 Fax: 888-236-1439
www.wineweb.com

WineWeb Wine Merchant Services Agreement

This agreement is hereby made and entered into this _____ day of _____, _____ by and between WineWeb Enterprises, Inc., a New Mexico corporation (Provider), and _____, a _____ who is registering for WineWeb services (Merchant). The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. If Merchant so elects, the Provider agrees to provide the ability for displaying links to Merchant's online store, and other related merchant services on the Internet computer network, through its service, the WineWeb ®. The Provider will invoice Merchant a fee based on the number of product (winery) links established by Merchant and active at the end of each month. Any attempt by Merchant to reduce their fees by deleting product links prior to the end of a month and then re-establishing the links will cause Provider to charge a fee equal to the maximum number of product links activity in the month. If Merchant opts instead for a percent of sales fee, Merchant acknowledges that their Web site contains a method to accurately track referral traffic resulting in sales and that the Merchant agrees to remit payment for the appropriate fees.
2. If Merchant registers for the Order Processing Service, Provider agrees to provide the ability for accepting orders for the Merchant's wines on the Internet computer network, through its service, the WineWeb. If Merchant so designates, Provider will connect with an external service to process the customer's credit card, with payment flowing to the Merchant's merchant account. The Provider will fax or email, to Merchant all orders received for its wines. Provider will invoice Merchant an order processing fee based on the sales price of the order, excluding taxes and shipping charges. Merchant agrees to pay for these services as invoiced, less any adjustments for orders not shipped by Merchant.
3. If Merchant so elects, the Provider agrees to host Merchant's website on its servers and make the website available to Internet visitors. Provider agrees to make a reasonable attempt to provide a high level of availability to website access, similar to the availability of its wineweb.com website. Provider accepts no liability to Merchant for website access disruptions outside Provider's control. Merchant agrees to remit payment for these services, as agreed and invoiced.
4. If Merchant so elects, the Provider agrees to provide email accounts to Merchant, under Merchant's domain name. Merchant agrees to not use these email accounts for unsolicited bulk mailings, commonly referred to as "spam". Merchant further agrees to send emails in compliance with all laws and regulations. Failure of Merchant to comply with this section is cause for immediate termination of this agreement.
5. Provider allows site visitors to purchase gift certificates that may be redeemed at any winery or wine merchant website where Merchant uses Provider's order processing service. When a customer redeems a WineWeb gift certificate on a Merchant's order, Provider will offset the Merchant's monthly invoice with the total amount of gift certificates redeemed, less 3% to offset credit card transaction fees. Any negative invoice balance will be paid to Merchant. Merchant may choose to opt-out of this feature.

6. Provider will invoice Merchant for the services provided after the end of each month, based on the following fee schedule. Merchant agrees to remit payment as invoiced, less any adjustments for orders not shipped by Merchant. Half of all setup fees are billed upon execution of this agreement, the remaining half are billed upon Merchant's acceptance of the setup.
 - a. Product Listing: 15 cents per click, no charge for duplicate clicks during month
 - b. e-Commerce: \$ 0 or \$450 setup plus 0.5% to 2% transaction fee
 - c. Website: \$995 setup, \$59.95 per month
 - d. Add-on components, e-Marketplace Promotion services and other services: as per pricing on website (services.wineweb.com) at time of use by Merchant
 - e. Additional design, setup and other services priced as quoted.
7. Customer and order transaction data are the property of the respective winery. Provider will not sell or rent this data, nor use it for any purpose other than to administer these services. Provider may use non-personal, aggregate level data for statistical purposes.
8. Merchant retains ownership of copyright to all Merchant content created as well as the website design elements such as images and graphics. Provider retains ownership of the software programs that display the Merchant's data as well as design stylesheet coding.
9. Provider will email invoices for its services at the conclusion of each month. Provider requests that Merchant maintain electronic check or credit card information on file, so Provider can electronically process payments. If Merchant chooses to pay with a paper check, Provider may add a \$5 fee to each invoice to offset increased clerical costs.
10. Provider will include an inflation adjustment factor on each invoice. The invoice sub-total amount will be multiplied by this inflation adjustment factor to create the total invoice amount. The inflation adjustment factor is the net change in the Consumer Price Index (CPI-U, US City Average, All Items) from December 2011. The inflation adjustment factor will not fall below 1.0.
11. Failure by Merchant to make payment to Provider within 30 (thirty) days of receipt of invoice shall be cause for Provider to discontinue its service to Merchant until payment is received, and/or require Merchant to maintain a prepayment deposit. Amounts due over 30 days shall bear interest at 1.5% per month.
12. Disclaimer: The Provider acts as a source of information about wines and as an intermediary between a buyer and seller of wines, solely for the purposes of providing information, provided by wineries to buyers, and transmitting an order from the buyer to the seller. It disclaims all responsibility for determination whether the buyer is a qualified buyer under the laws of the buyer's place of residence, whether Merchant can legally ship to buyer's destination, whether the products advertised by the winery are as represented, whether the services to be performed by the winery will be as represented by the winery, or whether payment by the buyer will be satisfactory to the winery.
13. This agreement shall remain in effect until either party notifies the other, of its intent to cancel this agreement.
14. The site Terms and Conditions (available at <http://www.wineweb.com/termsconditions.html>) and the site Privacy Policy (available at <http://www.wineweb.com/privacy.html>) (as either are amended from time to time) are incorporated herein by reference.

15. Provider may amend this Agreement at any time by posting a revised version on its website. Provider will email a notification of the change to Merchant. If Merchant continues to use Provider's services after 30 days of such notice, then Merchant is deemed to have accepted the revised Agreement, unless Merchant responds otherwise in writing or email within the 30 day period.

16. This agreement shall be interpreted in accordance with the laws of the State of New Mexico, USA. Should any clause in this agreement be found invalid, the remainder of this agreement shall not be affected, and all other provisions of this agreement shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and the year first named above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Provider

Merchant

WineWeb Enterprises, Inc.

Company: _____

Name: Ronald Kreutzer

Name: _____

Title: President

Title: _____

Signature: _____

Signature: _____

Services Requested

Product Listing:

Wine Club Listing:

e-Commerce:

Website:

Add-on Components:

- Email Campaign Management
- Wine Club Shipment Processing

Contact Email: _____