

## STOREFRONT AGREEMENT

WHEREAS Lessee/Company wishes to include certain materials promoting Company, and/or to include a link to Company's website within a storefront on the UWalkTheMall.com website;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **Promotional Materials** - Banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the UWalkTheMall.com website (the "Promotional Materials") shall be subject to the terms and conditions of this Agreement.
2. **Use of Promotional Materials** - Use and display of the Promotional Materials on the UWalkTheMall.com site shall conform to the following terms, conditions and specifications:
  - a. Storefronts may only use Promotional Materials for the purpose of promoting Company's website (and the products and services available thereon), and for linking to Company's website.
  - b. Promotional Materials displayed by the Storefront Lessee shall be the property of that Company and adhere to U.S. Copyright Laws.
3. **Intellectual Property** - Lessee retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in their Promotional Materials. Nothing in this Agreement shall be construed to grant UWALKTHEMALL Inc. any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Section 2.
4. **Relationship of Parties** - This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Lessee and UWALKTHEMALL Inc.
7. **UWALKTHEMALL Inc. Representations and Warranties** – UWALKTHEMALL Inc. represents and warrants the following:
  - a. Storefront Lessee has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
  - b. Storefronts/Websites shall not contain any materials that are:
    - i. Sexually explicit, obscene, or pornographic;

- ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
    - iii. Graphically violent, including any violent video game images; or
    - iv. Solicitous of any unlawful behavior
  - c. Lessee/Company shall obtain any necessary clearances, licenses, or other permission for any intellectual property used on UWALKTHEMALL Inc.'s website. Nothing on the UWalkTheMall.com website shall infringe upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor do they have any reason to believe that any person or entity will bring or threaten such a claim in the future.
  - d. UWALKTHEMALL Inc. will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
- 9. **Confidentiality** - Any information that UWALKTHEMALL Inc. is exposed to by virtue of its relationship with Lessee/Company under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Company Information." UWalkTheMall Inc. may not disclose any Confidential Company Information to any person or entity, except where compelled by law, unless Lessee/Company obtains prior written consent for such disclosure from Lessee/Company.
- 10. **Term** – Storefronts are leased monthly, the credit card entered upon the initial purchase of a storefront will automatically be charged the monthly lease amount each month thereafter until the storefront is Deleted. Either Party shall have the right to terminate this Agreement at any time and for any cause. NO REFUNDS, NO EXCEPTION'S
- 11. **Taxes** - UWALKTHEMALL Inc. shall not be responsible for any taxes collected or owed by Lessee/Company.
- 12. **Limitation of Liability** - UWALKTHEMALL Inc. shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.
- 13. **Governing Law** - This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to conflicts of law principles.

15. **Severability** - If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. **Headings** - The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

**FAILURE TO COMPLY WITH THE TERMS LISTED ON THIS AGREEMENT  
WILL CAUSE FOR IMMEDIATE TERMINATION OF THAT  
LESSEE/COMPANY STOREFRONT! – NO REFUNDS! – NO EXCEPTIONS!**