

General Service Agreement

This General Service Agreement (collectively, this "Agreement"), is by and between Cliff Muncy d/b/a MuncyWeb.com ("MuncyWeb.com") and the customer identified on the signature page of this agreement ("You"). MuncyWeb.com desires to provide or is providing to You, and You desire to receive or are receiving from MuncyWeb.com, general services ("Services") including but not limited to web site design, web site maintenance, graphic design, logo design, hosting, domain name registration, search engine enlistment, keyword research, printing, business card design, flyer design, brochure design, button design, and any other services provided by Cliff Muncy d/b/a MuncyWeb.com. Content ("Content"), as used in this agreement, refers to the content of the Services including but not limited to text, photographs, product descriptions, graphics, logos, newsletters, store information, product delivery information, product pricing, personnel information, features articles and corporate information. For good and valuable consideration, receipt of which is hereby acknowledged, MuncyWeb.com and You hereby agree as follows:

I. Content Standards

A. Compliance. You agree that all Content will comply with all of the MuncyWeb.com Content Standards. The MuncyWeb.com Content Standards include, but are not limited to the following:

The following items may not be used in any Service: any information which is libelous, defamatory or which violates or infringes any personal or moral right of privacy of any person; any messages, data, images, or programs which are indecent, obscene or pornographic; any information, messages, data, images, or programs that would violate any applicable federal, state or local law of the United States or any foreign country having jurisdiction; any messages, data, images, or programs that would violate the property rights of others, including unauthorized copyright text, images or programs, trade secrets or other confidential proprietary information, or trademarks or service marks used in an infringing fashion; any information messages, data, images, or programs that are discriminatory or otherwise deemed as offensive by MuncyWeb.com in its reasonable discretion.

You may not use the facilities and/or capabilities of MuncyWeb.com to conduct or solicit the performance of any illegal activity or to conduct any other activity which infringes the rights of MuncyWeb.com or any third party.

B. Removal of Content. Without limitation of the foregoing, MuncyWeb.com will have the right to remove,

without prior notice to You, any Content that in MuncyWeb.com's sole opinion does not comply with the Content Standards or that could subject MuncyWeb.com to potential liability to a third party.

C. Viruses. In the event that any virus or destructive element is found in or furnished with any Content, You will use Your best efforts, upon learning that such situation exists, to immediately eliminate the virus or destructive element. You will notify MuncyWeb.com as to the existence of any such virus or destructive element immediately upon discovery thereof, and MuncyWeb.com will have the right (at Your expense, if necessary) to take any steps it deems necessary to eliminate the virus or destructive element.

II. Representations and Warranties by You

You warrant and represent to MuncyWeb.com that: You have the right, power and authority to enter into this Agreement, and neither the Content or other materials nor Your exploitation thereof, will violate or infringe upon the copyright, patent, literary, privacy, publicity, trademark, service mark or any other personal, moral or property right of any person, or constitute a libel or defamation of any person whatsoever, and that such content will be factually accurate. You understand that MuncyWeb.com does not condone or approve of the foregoing infringements and violations. You understand that it is Your responsibility to ensure that any and all Content provided by You to MuncyWeb.com is in compliance with MuncyWeb.com Content Standards. You agree to indemnify and hold MuncyWeb.com and its agents or assigns harmless for all loss, costs, charges and expenses incurred in defending any action brought by third parties pertaining to the Services or the Content thereof. In the event that any such action is taken by third parties against You and/or MuncyWeb.com pertaining to the Services or the Content thereof, You agree to pay any and all fees for defending such action, including but not limited to all attorney fees, legal fees, and court costs.

III. Warranties and Exclusions

MuncyWeb.com will do everything in its power to ensure that all Services are as dependable as possible. Due to potential circumstances beyond control, MuncyWeb.com does not warrant that Services will be uninterrupted or error free. MuncyWeb.com does not warrant and provides no guarantees that Services will increase profits, or otherwise benefit You in any way. All sales are final, unless dictated otherwise by MuncyWeb.com.

IV. Limitation of Liability

You agree to hold MuncyWeb.com and its agents or assigns

harmless for any difficulties you face as a result of any Service; and/or for any performance, reliability, and/or technical problems with the Services. You will have no claim against MuncyWeb.com for interrupted communications, lost data, rerun time, inaccurate input, work delays or lost profits resulting from the use of the Services.

V. Termination

This Agreement and Your right to the Services may be terminated by (i) Your failure to pay for Services (ii) MuncyWeb.com without notice at any time for breach of any provision of this Agreement.

Your Signature

Your Printed First and Last Name

Your Business or Organization Name

Date

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Last Updated November 5, 2004