

SERVICE AGREEMENT

PLEASE READ THIS SERVICE AGREEMENT CAREFULLY BEFORE USING THE SERVICES. USING THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

1. SERVICES

This Service Agreement (the "Agreement") applies to the purchase from GMO-Z.COM PTE. LTD. (the "GMO") of all services (collectively, the "Services") further described in Appendices 2 to 4, and selected by someone who subscribes the Services (the "Customer") on a GMO Order Form or via the information maintenance interface that is accessible on the GMO website (the "Interface"), as applicable, incorporated by reference and attached hereto, if any. GMO reserves the right to modify its network and facilities used to provide the Services for purposes including but not limited to accommodating evolving technology and increased network demand, and providing enhanced services.

2. TERM

This Agreement shall be for the term specified by Customer on the Order Form or via the Interface, as applicable (the "Initial Term"). This Agreement will be automatically renewed, at the end of the Initial Term or any extension thereof unless either party provides thirty (30) days written notice to the other prior to the end of the Term. The Initial Term and all extensions thereof are collectively referred to herein as the "Term" of this Agreement. Customer may terminate this Agreement prior to the end of the Initial Term or any extension thereof in accordance with the Cancellation section herein.

3. BILLING AND PAYMENT

3.1 Fees

During the Term of this Agreement, Customer shall pay the fees for the Services that are set forth on the Order Form or via the Interface, as applicable. In addition to such fees, GMO may charge taxes, fees or assessments by governmental agencies and GMO shall have the right, at any time, to pass through and invoice to Customer any new or increased taxes, fees, assessments or other charges imposed on or required to be collected by GMO by any governmental agency. Customer shall also be responsible for paying all taxes, fees or assessments and other charges imposed on Customer by any governmental agency that may result from this Agreement, or any of the activities contemplated hereunder.

3.2 Payment

Customer shall pay the fees for the Services in advance upon subscription. Payments will be made in the currency that GMO will designate on the Order Form or the Interface.

4. ACCEPTABLE USE POLICY

Customer shall at all times adhere to the Acceptable Use Policy (the "AUP"), as amended from time to time by GMO effective upon posting of the revised policy on the GMO website, and further described in Appendix 1. Notwithstanding anything to the contrary

contained herein, GMO may, in its sole discretion, immediately take corrective action, including disconnection or discontinuance of any and all Services, block the account, or terminate this Agreement in the event of notice of possible violation of the AUP by Customer and verification the same. In the event GMO takes corrective action due to a violation of the AUP, GMO shall not return or refund to Customer any fees paid in advance of such corrective action.

5. TERMINATION POLICY

Customer may terminate this Agreement by giving GMO at least thirty (30) days prior written notice. However, Customer remains obligated to pay all amounts remaining in the Initial Term and any extension thereof.

6. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, GMO PROVIDES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF GMO HAS BEEN INFORMED OF SUCH PURPOSE), WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND WARRANTIES CONCERNING ACCURACY, THE NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. ANY SOFTWARE SECURITY FEATURES ARE NOT WARRANTED AS BEING IMPREGNABLE. THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. NO EMPLOYEE OR AFFILIATE OF GMO IS AUTHORIZED TO ALTER OR MAKE CHANGES TO THIS WARRANTY.

7. INDEMNIFICATION

Customer will indemnify, save harmless, and defend GMO from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) arising out of or relating to the use of the Services by Customer, including any violation of the AUP. Such claims shall include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright and patent infringement, trademark dilution, tortious interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL GMO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER OR LOSS OF GOODWILL IN ANY WAY RELATING TO THIS AGREEMENT, SUFFERED BY CUSTOMER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OR CORRUPTION OF DATA, COMPUTER HARDWARE OR SOFTWARE FAILURES AND MALFUNCTIONS, AND BUSINESS INTERRUPTIONS ARISING OUT OF THE PERFORMANCE OR NON — PERFORMANCE HEREUNDER OR ANY USE OF OR INABILITY TO USE THE SERVICES, OR WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF GMO WAS OR SHOULD HAVE BEEN AWARE, OR ADVISED, OF THE POSSIBILITY THEREOF.

9. FORCE MAJEURE

GMO shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, breakdown or damage to machinery, equipment or software, malfunctioning of software, corruption of data, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services. If any such event continues for a continuous period of thirty (30) days, Customer may terminate this Agreement.

10. INTELLECTUAL PROPERTY

Customer represents and warrants that Customer's use of the Services shall not infringe the intellectual property or other proprietary rights of GMO or any third parties. Customer further acknowledges that all right, title and interest in any and all technology, including the software, that is part of or provided with the Services and any trademarks or service marks of GMO or any third parties utilized in connection with the Services (collectively, the "GMO Intellectual Property") is vested in GMO and/or in its licensors. Unless otherwise specifically provided in this Agreement, Customer shall have no right, title, claims or interest in or to the GMO Intellectual Property. Customer may not copy, modify or translate the GMO Intellectual Property or related documentation, or decompile, disassemble or reverse engineer the GMO Intellectual Property, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Unless otherwise specifically provided in this Agreement, Customer is not authorized to distribute or to authorize others to distribute the GMO Intellectual Property in any manner without the prior written consent of GMO; provided, however, that nothing in this sentence would preclude Customer from using the GMO Intellectual Property as incorporated in the Services. This paragraph shall not operate to extinguish, restrict, vary, waive or affect in any manner whatsoever any right, title or interest which Customer may now have or hereafter acquires in, or in relation to, the third-party software that is part of or provided with the Services solely to the extent such third-party licensors publicly provide such rights, title or interest in the third-party software to Customer.

11. MISCELLANEOUS

11.1 GOVERNING LAW

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of Singapore. In the event of any dispute or controversy relating to the Services, Customer and GMO shall make best efforts to resolve such dispute in a fair and reasonable manner.

11.2 ENFORCEMENT OF AGREEMENT

In the event it is necessary for GMO to enforce its rights under this agreement, Customer agrees to pay all fees incurred by GMO (including, but not limited to, attorney's fees and collection agency fees)

11.3 AMENDMENT OR WAIVER

Except as otherwise provided herein, GMO reserves the right to modify or amend this Agreement in its sole discretion. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof,

nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

11.4 ASSIGNMENT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of Customer, GMO and GMO's respective successors. Customer may not assign this Agreement without the prior written consent of GMO, which consent will not be unreasonably withheld or delayed. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

11.5 NOTICES

All notices to Customer hereunder shall be given at the Billing Address provided on the Service Order Form. All notices to GMO hereunder shall be given to:

**GMO-Z.COM PTE.
LTD.
www.pangalan.com
20 Anson Road,
#09-02 Twenty Anson
Singapore 079912
support@pangalan.com**

Any notice hereunder shall be in writing and shall be given by registered, certified or express mail, or reliable overnight courier addressed to GMO at the address above; and to Customer at the address provided in the Service Order Form; or by e-mail to the Customer at the e-mail address provided on the Service Order Form. In addition to notice to the above address, Customer must provide notice of its intention to terminate this Agreement by either providing the appropriate data online at www.pangalan.com, by emailing a request for cancellation to support@pangalan.com, or by mailing (by one of the means described in this section) a cancellation or termination request to Termination Review, GMO-Z.COM Pte. Ltd., 20 Anson Road, #09-02 Twenty Anson Corporate Office Singapore 079912. Notice shall be deemed to be given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid. If the Customer's cancellation notice is considered to be given to GMO properly, GMO shall give a receipt to the Customer within three (3) days after the date the cancellation or termination notice is deemed to be given.

11.6 ENTIRE AGREEMENT

This Agreement, and any other document or agreements specifically identified in this Agreement, supersedes all previous representations, understandings or agreements.

11.7 SURVIVAL

The rights and obligations of the parties in this Agreement that would by their nature be intended to survive the expiration or termination of this Agreement shall so survive.

11.8 ACCEPTANCE OF SERVICES

Acceptance of this agreement by GMO may be subject, in GMO's absolute discretion, to satisfactory completion of a credit check and continued credit worthiness of Customer. Activation of service shall indicate GMO's acceptance of this agreement. Use of the GMO network constitutes acceptance of this agreement. Customer represents and warrants that Customer has full authority and right to enter into this agreement. Customer further represents and warrants that Customer is at least 18 years of age or duly represented by person of such age in case of minors, and that Customer is not located in a country subject to Singapore embargoes, or listed on the Singapore treasury department's list of specially designated nationals, or listed on Singapore Commerce department's denied persons list or entities list.

APPENDIX 1 - ACCEPTABLE USE POLICY (the “AUP”)

Every Customer is subject to abide by this AUP, and by using the Services agrees to be bound by this AUP. GMO will revise, add sections, phrases to this AUP from time to time as the need may arise, and post it on its website. A Customer's use of the Services after revisions to this AUP are posted on the GMO's website at www.pangalan.com will constitute such Customer's acceptance of any changes, modifications or additions to this AUP. According to this AUP, Customer is prohibited from indulging in the following activities:

1. Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as “spamming”). It is not only harmful because of its negative impact on consumer attitudes toward GMO, but also because it can overload GMO's network and disrupt service to GMO subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, GMO has the discretion to determine from all of the evidence whether the email recipients were from an “opt-in” email list.

2. Intellectual Property Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. GMO is required by law to remove or block access to Customer's content upon receipt of a proper notice of copyright infringement. It is also GMO's policy to terminate the privileges of Customer who commits repeated violations of copyright laws.

3. Tampering with Message Contents

GMO does not allow its Customer, under any circumstances, forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or internet protocol address to conceal the identity of other individuals, business entities and organizations.

4. Hacking

GMO also strictly prohibits its Customer from hacking. “Hacking” includes, but is not limited to, illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.

5. Posting Threatening Language on GMO System/Servers

GMO does not allow its Customer, under any circumstances, to abuse its systems/servers by sending threatening messages to other individuals, organization or business entities which may be harmful for them in any way.

6. Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

7. Facilitating a Violation of this AUP

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the

means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

8. Prohibition of Adult Site

GMO's Customer is not allowed, under any circumstances, to upload or host adult material, or images and text which, in any way, can be constituted as adult material, on its system/servers/network. GMO, in its sole discretion has the absolute right to block, terminate or abandon any material of this nature.

9. Other Illegal Activities

Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

10. Other Activities

Engaging in activities, whether lawful or unlawful, that GMO determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. GMO will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with GMO policy or applicable law. When GMO becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a website, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

GMO also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching GMO's facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. GMO does not require its subscribers who offer Internet services to monitor or censor transmissions or websites created by customers of its subscribers. GMO has the right to directly take action against a customer of a subscriber. Also, GMO may take action against the GMO subscriber because of activities of a customer of the subscriber, even though the action may effect other customers of the subscriber. Similarly, GMO anticipates that subscribers who offer Internet services will cooperate with GMO in any corrective or preventive action that GMO deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of GMO policy and GMO shall take appropriate and necessary actions.

GMO also is concerned with the privacy of on-line communications and websites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, GMO urges its subscribers to assume that all of their on-line communications are insecure. GMO cannot take any responsibility for the security of information transmitted over GMO's facilities.

GMO will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. GMO may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, GMO may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a website, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. GMO assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, GMO may disclose subscriber information or information transmitted over its network where necessary to protect GMO and others from harm, or where such disclosure is necessary to the proper operation of the system.

GMO expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate GMO policy. Finally, GMO wishes

to emphasize that in signing the service agreement, subscriber undertakes to indemnify GMO for any violation of the service agreement, law, or GMO policy, that results in loss to GMO or the bringing of any claim against GMO by any third-party. This means that if GMO is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against GMO, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including GMO and its subscribers, as responsible members, users or subscribers of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to support@pangalan.com.

APPENDIX 2 - DOMAIN NAME REGISTRATION SERVICES

1. Registrar Services

GMO has entered into an agreement with accredited domain name registrar(s) to provide Customer with domain name registration services, for any requests by Customer to GMO to register, or renew an Internet domain name or transfer a domain name from another registrar to the GMO registrar. As consideration for the domain name registration services provided by a domain name registrar to Customer, on behalf of GMO, Customer agrees to pay GMO, prior to the effectiveness of the desired domain name registration or renewal, the then-current amounts set forth in the GMO price schedule for the initial registration of the domain name and, should Customer choose to renew the registration, subsequent renewals of the registration. To view the current rates for using GMO's domain name services, please see GMO's PRICE SCHEDULE BY PRODUCT CLASS (www.pangalan.com). All fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled, voluntarily or involuntarily terminated, blocked or transferred prior to the end of Customer's then current registration term. GMO reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered or renewed unless and until GMO receives actual payment of the initial registration fee and/or renewal fee, and has confirmed Customer's registration in an email from GMO to the email address for the Administrative Contact indicated in Customer's registration application and/or on file.

2. Renewal

Customer must ensure that all renewal fees are paid when due; provide accurate contact information to GMO; agree to existing terms & conditions; and follow all other procedures as GMO may indicate in the renewal notification that GMO will send to Customer's email address on record at the time the renewal notification is sent. Any failure to follow all required procedures shall be at Customer's sole risk. Should Customer neglect to follow required procedures within the time specified, Customer's registration may be cancelled. Payment must be made by cash, bank deposit, credit card or such other method as GMO may indicate in the renewal notification.

3. Cancellation; Reinstatement

In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by GMO) in connection with the payments of the registration fees or renewal for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to GMO as the paying entity for that registration to the registry and that GMO reserves all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. GMO will reinstate Customer's domain name registration solely at GMO's discretion, and subject to GMO's receipt of the initial registration or renewal fee and GMO's then-current reinstatement fee.

4. Use of Personal Information; Updated Information

Domain name registrars and/or GMO will collect certain personal information (including, without limitation, contact information such as name, address, email address and telephone number) ("Personal Information") from Customer during the registration process. Customer agrees and acknowledges that domain name registrars will share Personal Information that Customer provides (or that is gathered from the Customer during the registration process, including, for example, Customer's primary domain name server and the like), or that domain name registrar or GMO otherwise maintains, with one another, with the Internet Corporation for Assigned Names and Numbers ("ICANN"), with registry administrator(s), and with other third parties such as ICANN and applicable laws and/or policy may require or permit. Customer further agrees and acknowledges that domain name

registrars and/or GMO shall be permitted (and in some cases may be required) to make publicly available, or directly available to third party vendors, some, or all, of the Personal Information or domain name registration information Customer provides, for purposes of inspection (such as through GMO's WHOIS service) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws. Customer may access Customer's Personal Information and/or domain name registration information in domain name registrars' or GMO's possession to review, modify or update such information, through Customer's Control Panel/Interface. GMO will not process data about any identified or identifiable natural person that GMO obtains from Customer in a way incompatible with the purposes and other limitations which GMO describes in this Agreement. Domain name registrars will take reasonable precautions to protect the information it obtains from Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction. Customer hereby irrevocably waives any and all claims and causes of action Customer may have arising from such disclosure or use of Customer's Personal Information and/or domain name registration information by domain name registrars or GMO.

5. ICANN Guidelines

Additionally, Customer acknowledges that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that domain name registrars or GMO may or must make available to the public or to private entities, and the manner in which such information is made available. Customer hereby consents to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by Customer in connection with the registration of a domain name (including any updates to such information), whether during or after the term of Customer's registration of the domain name.

6. Third Party Data

In the event that, in registering the domain name, Customer is providing information about a third party, Customer hereby represents that Customer has (1) provided notice to that third party of the disclosure and use of the party's information as set forth in this Agreement, and (2) that Customer has obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

7. Accuracy of Data

Customer acknowledges that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of Customer's domain name registration. (In addition, under certain federal laws, such provision of inaccurate or false information is one factor in determining whether Customer may have violated the trademark rights of another party in registering a domain name confusingly similar to such party's trademark.) Customer is responsible for notifying GMO in writing of changes in its contact information. In addition, Customer further agrees that Customer's failure to respond for over fifteen (15) calendar days to inquiries by domain name registrars and/or GMO concerning the accuracy of contact details associated with Customer's registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of Customer's domain name registration.

8. Third-Party Proprietary Rights

Customer shall be solely responsible for ensuring, and hereby represents and warrants to GMO, that Customer's domain name does not infringe upon any trademark, trade names, service mark or other proprietary rights owned by a third party. Customer agrees to be bound by the terms of the dispute policy adopted by the domain name registry, and related agreements that Customer will be asked to review and indicate Customer's acceptance of during the domain name registration process. In the case of gTLDs (global Top Level Domains, including but not limited to .com, .net, .org, .biz, and .info), the dispute policy is the

ICANN Domain Name Dispute Resolution Policies, which is posted at www.icann.org/en/help/dndr.

9. Domain name search process

GMO endeavors to make the domain name availability search process reliable; however, GMO does not guarantee availability of domain names or the accuracy or security of the WHOIS system. The registration process is not complete until the domain name requested by Customer has been registered in Customer's name with the appropriate registry. Because there are delays in the actual registration of a domain name with the appropriate registry, GMO is not responsible if domain names requested by Customer are actually registered to third parties.

APPENDIX 3 – HOSTING SERVICES

1. Description of the Services

GMO provides Customer Hosting Service as follows: (1) the server function helps Customer release some information, pictures and any materials on the Internet as website, (2) e-mail function helps Customer communicate with other people, and (3) disk space which enable Customer to save the data in using the server function and/or e-mail function.

2. Free Trial

Notwithstanding the Section 3 in this Agreement, GMO may provide the Hosting Service for a limited period of time at no charge to Customer (the “Free Trial”). GMO may specify further details relating to the Free Trial on its website from time to time which will become additional terms to this Agreement. The free trial will apply only to the first use of the Hosting Service for Customer.

3. Backup of Customer Data

Customer shall be responsible for the backup, storage and restoration of all its data residing on GMO equipment provided in connection with the Hosting Services. Except as otherwise expressly agreed, GMO will not backup, store and restore the data.

APPENDIX 4 –WEBSITE DESIGN AND DEVELOPMENT SERVICES

1. Description of the Services

- 1.1 GMO provides Customer Website Design and Development Services as follows: (1) creating website for Customer (the “Derivatives”), (2) modifying the Derivatives subject to Customer’s request (the “Derivatives” likewise) and (3) furnishing web hosting function which Customer may release the Derivatives on the Internet.
- 1.2 Customer acknowledges and agrees that GMO provides Customer such Services under the limitation of capacities, contents or frequencies of modification. GMO may specify further details relating thereto on its website from time to time which will become additional terms to this Agreement.

2. Intellectual Property

Customer acknowledges and agrees that all copyright, patent, trademark, trade secret and other intellectual and industrial property rights included in the Derivatives shall belong only to GMO or its licensors, notwithstanding any use of terms such as “purchase,” “buy” or the like herein.

3. Limitation of Use

- 3.1 During the Term of this Agreement, GMO hereby grants Customer non-exclusive and non-transferable rights to use the Derivatives only for the purpose of releasing website on the Internet. Customer shall not copy, alter or transfer the Derivatives, utilize the Derivatives for any purpose other than website and create derivative works based on the Derivatives.
- 3.2 Upon termination of this Agreement for any reason, the authorization granted herein to Customer shall terminate automatically and Customer shall cease immediately using any and all use of the Derivatives, unless prior written consent has been obtained from GMO.