

**GATEWAY
SERVICE
AGREEMENT**

Agreement

Intabill Inc.

MERCHANT SERVICE AGREEMENT

Annex A

Intabill Inc. duly registered according to law of 50 Raffles Place #34-04/05 Singapore Land Tower Singapore 04862320 and 20 Park Rd Milton, Brisbane, Queensland, Australia is to be referred to in this contract as "Intabill or Intabill Inc."

The Merchant: _____ Located at: _____
_____ is to be referred to as "Merchant". This contract if contested is to be tried in a Queensland, Australia Court.

I. DESCRIPTION OF INTENDED SERVICES

(a) Merchant has an arrangement in place with acquiring financial institutions ("Bank") and has permission from the Bank to (directly or through an agent) accept payments through a number of the following payment types, but not limited to Visa, MasterCard, other credit card companies, and/or ACH.

(b) Merchant desires to use software owned by Intabill and hosted on Intabill's website which acts as a payment gateway between the Merchant and the Bank ("the software") and Intabill wishes to grant Merchant a non-exclusive licence to use the Software.

Merchant and Intabill Inc. mutually agree to the following terms and conditions:

II. RIGHTS AND OBLIGATIONS OF MERCHANT and INTABILL

(a) Merchant will use the software for all transactions by Merchant on the Internet and Intabill grants Merchant a non-exclusive licence to use the Software

(b) Merchant agrees that it will not perform or fail to perform any act which would violate State or Federal law in their local country or Australia. Merchant further agrees to abide by any state and federal regulations regarding 2257 (adult regulation) compliance, content and product ownership, and holds Merchant Solutions completely legally and financially harmless for any violations of such regulations or laws by Merchant.

(c) Merchant agrees to provide a brief description of the goods or services purchased with a Card, together with other disclosures.

(d) Merchant further agrees to defend, save and hold harmless Intabill Inc. and indemnify Intabill Inc. for any and all claims, actions, suits, losses, damages and liabilities and costs including attorneys fees, relating to or resulting from any violation of, or failure to comply properly with, or claim or charge that there has been a violation of or failure to properly comply with Federal or State laws, rules or regulations arising out of any acts or omissions of Merchant as a result.

(e) Merchant agrees that its On-Line Order Form shall comply with an appropriate format established by the Bank and all Visa and MasterCard bylaws. It is understood, acknowledged and agreed that Merchant shall not process any transaction that is not in compliance with the terms of the Agreement between Merchant and its Bank for purpose of the Card or Cards.

(f) Merchant agrees to disclose any intentions of customer rebilling and must state so on the signup page before the secure join form as well in a terms and conditions agreement posted on the site and linked to from one or more areas before the customer proceeds to the actual secure join form. Merchant must provide phone numbers and email addresses which are easily accessible for customers to reach the Merchant or the entity handling service for the Merchant.

Merchant must state that these contact methods are for "customer service and cancellations". These contact methods must be posted throughout several areas of the web site in a non password protected area. It is also highly recommended that the merchant's company name appear throughout the site to identify to

the customer who is billing them as well as the businesses registered operating address and customer support phone number.

(g) Merchant shall not discriminate against persons making purchases using a Card, either with respect to the exchange of, return of, or adjustment on goods or services purchased unless Merchant conspicuously discloses its discriminatory refunds policy at the time of sale. If Merchant does not offer refunds or makes such other restrictions, the words "no refund", or other appropriate terminology, shall be prominently and legibly written or typed on the order form used by Merchant with respect to performance of this Agreement and provided to Purchaser.

(h) Any advertising or other promotional material of Merchant shall not be in violation of the provisions of this Agreement. The Intabill Inc. name style and any registered trademarks or trade names of Intabill Inc. shall remain the property of Intabill Inc. and shall not be used by Merchant except in compliance with this Agreement or independent written authorization.

(i) Merchant agrees in line with the Non Disclosure Agreement (provided to Merchant) not to in anyway discuss, slander, make discriminating posts or mention in anyway on any forum, news group or public blog on the internet or in any written word or media in anyway without the express written permission of Intabill Inc. This obligation remains for a period of one (1) year after the termination of this Agreement.

(j) Merchant agrees that all agreements, contracts, emails, phone conversations or any form of contact is held confidential and in agreement with the Non Disclosure Agreement (provided to Merchant). The Merchant agrees to not disclose any details in relation to this

INITIAL _____

Agreement to any person or party and will be held legally responsible.

(h) Merchant shall comply with any directions issued to it by Intabill Inc. as a consequence of the services provided by Intabill Inc. to Merchant under this Agreement.

III. TRANSACTION PROCEDURES

(a) If the Credit Card transaction is approved by Bank or Bank's agent, an order confirmation shall be sent by Intabill Inc. to Merchant which will include all details of the sale transaction except the Credit Card number and expiration date. Concurrently, Intabill Inc. will send a receipt to the Purchaser for Merchant and in Merchant's name which will contain the transactions details, billing amount, statement descriptor, Merchant contact details and customer support phone number.

(b) Merchant will receive from Intabill Inc. in a password protected secure administration, transaction reports, including Credit Card numbers and expiration dates in real-time. These reports may be reviewed and downloaded by Merchant. This will provide to Merchant daily a settlement statement regarding all transactions for each day so that funds can be transferred by Bank to Merchant's bank account within the time period provided for in Merchant's Agreement with Bank/s.

(c) Merchant can enter transactions received by mail, by telephone, by fax, or in person from Purchaser using the manual data entry screen provided by Intabill Inc. The transaction fee is the same for manual transactions.

IV. PROVIDED SERVICES

(a) Intabill Inc. shall provide, and Merchant shall use, the software of Intabill Inc. described in this Agreement and any revisions to that software during the term of this Agreement at the expense of the Merchant in relation to the Rate schedule card Annex B These fees are in addition to any Bank Discount Fee or other charges imposed by the Bank and shall be payable by Merchant directly to Intabill Inc. The Sign-up/Setup Fee shall be payable at the time of execution of this Agreement.

(b) All fees shall be payable not to exceed five (5) business days from receipt by Merchant from Intabill Inc. of written invoice by on-line transmission and shall be delinquent if not paid in full within five (5) business days thereof and subject to a "late fee" imposed by Intabill Inc. Processing invoices are sent to Merchant via email and/or posted in the administration area of the software each Friday. Merchant is responsible to make sure Merchant has received processing invoices from Intabill Inc. If no invoice has been received or displayed. Failure to pay on time may result in additional late fees and/or interruption of processing services at Intabill Inc. sole discretion. Repeated delinquent payments may result in Intabill Inc. requiring a reserve payment to Intabill Inc. in the amount of 12% of the Merchants full month of processing.

(c) The liability of Intabill Inc. to Merchant with respect to any transaction shall be limited to the obligation of Intabill Inc. upon written notice from the Merchant or the Purchaser to reprocess the transaction. Intabill Inc. shall in no event be liable for incidental or consequential damages whatsoever.

V. REFUND POLICY

(a) Intabill Inc. setup expenditures include, but are not limited to, purchase of merchant ID codes, technical work incurred and any fees in relation to the attached Rate Schedule Annex B. It is therefore our policy that once merchant setup is complete on Intabill Inc. transaction server, no refunds shall be honoured.

VI. FURTHER PROVISIONS

(a) Merchant shall not sell, purchase, provide or exchange Purchaser information in any form obtained by Merchant as a result of a transaction covered by the terms of this Agreement to any third party other than to Merchant's Bank or to Merchant's agent for the purpose of assisting Merchant in its business or pursuant to a government request. All information concerning Purchaser so obtained shall be maintained in a reasonably secured manner with limited access to selected personnel until discarding and must be destroyed in a manner that will render the data unreadable. All data once received by Intabill Inc. becomes the property of Intabill Inc. and can not be used without the written permission of Intabill Inc.

(b) Intabill Inc. in relation to Clause VI section A holds the ownership and rights to all data once received. Intabill Inc. reserves the rights to market, contact, sell, cross sell or cross market this database at Intabill Inc. discretion. This right extends to email, phone, web and physical marketing. All profits from such activities are retained by Intabill Inc. with no payment required to be made to the Merchant what so ever.

(c) Merchant agrees to indemnify Intabill Inc. and hold Intabill Inc. harmless from and against any and all claims, demands, liability and causes of action by any person imposed by way of claim without commencement of litigation or arbitration, defence, setoff or counterclaim arising from a transaction covered by the terms of this Agreement.

(d) This Agreement shall be binding upon the parties hereto and to their successors or assigns. This Agreement may not be assigned by Merchant without prior written consent of Intabill Inc. Any attempt to assign this Agreement by Merchant without prior written consent of Intabill Inc. shall be null and void.

(e) Failure by Intabill Inc. to enforce any of its rights under this Agreement shall not constitute a waiver of any right not enforced, nor of any of Intabill Inc. other rights under this Agreement.

(f)This Agreement shall become effective when accepted by Intabill Inc. and shall remain in effect until terminated by Intabill Inc. Merchant may terminate this agreement at anytime on the giving of one month's notice in writing to Intabill Inc, but is held responsible for the terms and conditions for a period of (1) year, including Clause II A in which all transactions processed must be processed through Intabill Inc. for a period of (1) one year from the time of termination. At one (1) year the merchant is permitted to process through any gateway. Upon a termination by Intabill Inc. of this Agreement, Merchant shall no longer submit transactions to Intabill Inc. nor use any of the materials issued or provided under this Agreement at the request of Intabill Inc., Merchant shall return to Intabill Inc. at Merchant's expense any software or other items provided by Intabill Inc. for purposes of this Agreement. Remaining unpaid balances due to Intabill Inc. by Merchant are subject to collections and arbitration efforts imposed by Intabill Inc. Any fees incurred for such efforts will in addition be the responsibility of the Merchant and any transactions processed during the time in which balances are due, may at Intabill Inc. sole discretion be refunded and/or voided. Any transactions in process at the time of termination are the responsibility of Merchant to maintain its records with respect to transactions under this Agreement shall survive any such termination.

(g)Notwithstanding any other provision of this Agreement, Intabill Inc. may amend this Agreement by providing not less than ten (10) days prior written notice of such amendment and its terms to Merchant WHEREFORE, Intabill Inc. and Merchant agree effective the date below written.

(h)Merchant gives Intabill Inc. full and exclusive rights to move, without limitation, all transaction data, Merchant Information, and Confidential information (as defined) as needed to be moved by Intabill Inc. from time to time with respect to changes which Intabill Inc. deems necessary in the process of conducting its Services to Merchant.

MERCHANT - (To be completed by customer)

Date:		Name:	
Signature: X		Title:	
Merchant Business Name:		Address:	
City:	State:	Zip:	
Phone:	Fax:	Email:	
Main URL:			

Intabill Inc. - (to be completed by Intabill Inc.)

Date:		Name:	
Signature: X		Title:	