

Terms of Service

THESE TERMS OF SERVICE SET FORTH THE TERMS AND CONDITIONS UNDER WHICH GOLDEN PANDA AD BUILDER (HEREINAFTER REFERRED TO AS "GOLDEN PANDA") WILL PROVIDE ITS SERVICES. THESE TERMS ARE AN AGREEMENT BETWEEN THE ADVERTISER AND GOLDEN PANDA. THE TERMS DESCRIBE THE ADVERTISER'S RIGHTS AND OBLIGATIONS WHEN USING THESE SERVICES.

THE TERMS OF SERVICE ALSO DESCRIBES THE RIGHTS AND OBLIGATIONS OF GOLDEN PANDA. THE ADVERTISER MUST READ THESE TERMS OF SERVICE CAREFULLY AND BE SURE THAT HE OR SHE UNDERSTANDS THESE TERMS OF SERVICE. IF THE ADVERTISER DOES NOT AGREE TO THESE TERMS OF SERVICE, THE ADVERTISER SHOULD NOT ACCESS OR USE THE SERVICES OF GOLDEN PANDA.

1.1. Creation or use of an account with Golden Panda means the Advertiser accepts ALL the terms and conditions of this agreement and is bound by the terms herein.

1.2. The parties to this agreement are Golden Panda and the Advertiser.

1.3. In this agreement, "you" or "your" means any person or entity of whatsoever nature using the Service ("Advertisers"). Unless otherwise stated, "we," or "our" will refer collectively to Golden Panda.

2. Although we will attempt to keep members informed of any changes in these Terms of Service, we may amend this Agreement at any time without any prior notification by posting the amended terms on our site. We may notify you via the e-mail address you have on file with Golden Panda of any changes to the terms. Golden Panda expressly reserves the right to make said changes and same may be posted on the website or otherwise noticed to members/advertisers in addition to or in lieu of the hereinabove mentioned e-mails.

3. We value our Advertisers and want to provide them with a results-oriented advertising program. To offer you the best service, all advertisers need to follow the same Terms of Service. These Terms of Service are intended to make Golden Panda the most efficient and profitable advertising program in the industry.

Advertising Rebates

Rebates are paid to advertisers for viewing other advertiser's websites.

We have an innovative advertising rebate. An advertiser can receive 125% of their advertising cost in rebates by viewing up to 30 web sites of other advertisers on a daily basis for 15 seconds each. An advertiser must have an active ad package to earn rebates.

Sometime between 12:01 am and 9:00 am Eastern Standard Time (EST), we total the number of ad package sales from the previous day and the commissions received from Golden Panda's external income sources.

We multiply the total of all these sales by 50%. We then divide this total by the total number of outstanding ad packages. This determines the amount of rebate to be paid per ad package. That amount will be multiplied by the number of ad packages in each advertiser's account and the total will be credited to his/her

cash account on a daily basis. Rebates will show up in advertiser's accounts after midnight EST. If you miss a day of viewing the required number of web sites, you do not earn any rebates for that day only.

Advertisers will be paid rebates until they receive 125% of their ad purchases.

To maintain the stability of the program the daily rebate will be capped at 8%. Any excess will go into a reserve account to be used when rebates are extremely low. Five percent (5%) of ad package sales, banner ad sales and/or external income sources on the Ad Builder will be placed in the reserve account to be used for the same purpose.

Your ad purchase will expire when you receive a 125% rebate of your advertising cost.

Five percent will be used for contests or raffles.

Fifteen percent will be used for referral commissions.

Fourteen percent will be paid to various boards, trainers and designers.

Eleven percent will be used for administrative costs, customer support, hosting, site maintenance, advertising and profit.

Referral Commissions:

An advertiser may pay a monthly membership fee and increase referral commissions and decrease the number of sites to view on a daily basis. The amount of your monthly membership fee determines the amount of your referral commissions and the number of sites you must view each day to receive your rebates.

If you do not pay a membership fee you will be paid a 3% referral commission on all of your personal sales only. Free members cannot earn rebates.

When you pay a \$20.00 per month membership fee you earn a 7% referral commission on your personal sales and 4% on your second level sales. When you pay a \$100.00 per month membership fee you earn a 10% referral commission on your personal sales and 5% on your second level sales. All rebates and referral commissions can be changed at any time with a 10-day notice to Advertisers. Any such notice will be sent by email to the email address you used to join as an Advertiser, or displayed in an updated Terms of Service, on your replicated website or in our Golden Panda News website. *Cash out privileges are explained in the Cash out Section.

Ad Packages and Credits

All payments made to Golden Panda are considered advertising purchases, not investments or deposits of any kind. All sales are final. Golden Panda does not guarantee any earnings and/or rebates. All rebates paid to advertisers are for the service of viewing other advertiser's web sites. All commissions are for referring advertisers to Golden Panda. All advertising purchases are non-refundable after the passing of the 3 days right of rescission.

Each ad package is \$1.00 and is made up of 1 credit. You get 1 showing of your web site for each credit. The minimum ad purchase is \$10.00. The minimum cash out is \$10.00.

You receive 1 credit (1 showing of your web site) for each site you view. Depending on your membership level, you must view up to 30 web sites each day for 15 seconds each to receive your daily rebate. Viewing up to 30 sites daily will provide you with enough credits to keep your web site showing every day.

You can view a maximum of 72 web sites per day. This should enable you to keep 3 web sites showing on a daily basis. You can show one web site, for 10 days, view web sites and earn credits even as a free member.

Maximum Ad Purchases

You may purchase a maximum of 50,000 ad packages at \$1.00 each, per monthly cycle, which begins on the 1st of each month and ends on the last day of each month, at any one time for a total of \$50,000.00. If you desire to purchase a single amount greater than this, you will need approval from the company Chief Executive Officer, Clarence Busby, Jr.

Number of Web Sites that can be Advertised

Free Members can advertise 1 web site for 10 days. If you have purchased ad packages and are not paying a membership fee, you can advertise 3 web sites for as long as you have active ad packages. If you pay a membership fee of \$20.00 per month you can advertise 4 web sites for as long as you have active ad packages.. If you pay a membership fee of \$100.00 per month you can advertise 5 web sites for as long as you have active ad packages.

Advertising and Promotion

To maintain the integrity of advertisers advertising the Golden Panda Advertising Program, certain requirements and guidelines governing the advertising and promotion by Golden Panda's advertisers must be imposed. Misuse of the Golden Panda name or logo and its affiliated products diminishes the goodwill of the Company, affects all Golden Panda advertisers and is strictly prohibited. You may NOT copy any portion of the website(s) or Golden Panda sponsored websites without permission from Golden Panda. Personal advertising that contains any of the above will need to be approved by the Golden Panda Administration, in writing.

1. Use of Authorized Promotional Materials: Only the materials that are made available directly by Golden Panda may be used for advertising or promoting Golden Panda. Golden Panda will produce and offer for sale, at a reasonable price, (or at no cost) materials that can be used to promote your business. No reproduction, personalization or modification of any of these Golden Panda materials is allowed unless approved in writing by Golden Panda. Advertisers may not develop, publish, sell or distribute any Golden Panda related promotional materials they create. Any violation of this policy may result in termination of your membership.

2. Blind Ads: No radio or television advertising of any type is permitted without written permission of Golden Panda. You may use Blind Ads (advertising that does not mention Golden Panda) without approval.

3. Other forms of Advertising: Remember, Golden Panda is NOT an investment company. Golden Panda does NOT sell investments. You do NOT invest in Golden Panda. You do NOT re-invest in Golden Panda. As an OPTION you can purchase advertising packages and earn cash rebates by viewing our advertiser's websites. You do not get paid back... you earn cash rebates. Golden Panda does not make any guarantees as to the amount of daily rebates. Even though sponsoring is not required to earn cash rebates, Golden Panda is

not a "passive" program. You are required to purchase advertising packages and view advertiser's websites to earn cash rebates. You only earn cash rebates on the days you view a required number of websites.

As an advertiser participating in our rebate program it is your responsibility to read and understand the Golden Panda program. Golden Panda currently offers on-line training as well as comprehensive details throughout our website. If you sponsor other advertisers it is your responsibility to present the program in a knowledgeable manner, giving your referrals sufficient information so they can make an informed decision. There is no excuse for false statements or misrepresentation of the program.

When you join Golden Panda you are required to agree to the **TERMS** and **CONDITIONS**. Golden Panda expects you to know what you are agreeing to and act responsibly when representing Golden Panda. To be clear, at no time can you make false claims or statements. Doing so may cause your immediate removal from the company and loss of any potential rebates.

ANY and **ALL** advertising must be approved by Golden Panda or taken from our pre-approved ads available for you (applies once service is implemented). They are located on the GOLDEN PANDA News site which can be found when you log in to your replicated website. Approval is required for (but not limited to) email advertising, private websites, blogs, forums, social networking sites, mailers, pamphlets, flyers, any and all printed material and all forms of verbal communications **PRIOR** to the commencement of your chosen form of advertising.

You are expressly **FORBIDDEN** from any form of "Check Waving". This is **ILLEGAL**. You cannot place income charts in personal advertising. You can not show any proof of income in the form of checks or deposits you receive. Anyone caught using these methods as a way of enticing another individual to purchase advertising may **IMMEDIATELY** be dismissed and forfeit any current or future earnings.

4. Business Cards/Stationery: Golden Panda offers business cards and stationery through an approved independent vendor. Advertisers may use the services of a printer of their choice, providing that Golden Panda's guidelines are followed. The Golden Panda logo may be duplicated on the business card or stationery, but the words "Independent Contractor" must appear immediately after the logo. All that may be printed on the card is phone number(s), two lines of address, advertiser's name, e-mail address and web address with your referral link or redirect address.

5. Business Names: Golden Panda's advertisers may not use the word Golden Panda or Golden Panda Ad Builder within another business name.

6. Copyrights: Golden Panda reserves ownership rights to the contents and design of all Golden Panda's published materials and web sites.

7. Telephone Calls: Advertisers shall not answer the telephone "Golden Panda" or Golden Panda Ad Builder, or give an answer that creates an impression that he/she has reached the corporate office of Golden Panda.

8. Prerecorded Telephone Solicitation Devices: Golden Panda's name or copyrighted material may not be used in automatic calling devices or "boiler room" operations to solicit Golden Panda's products or services.

9. Media Inquiries: Golden Panda's advertisers may not solicit coverage or publicity from the media regarding the Golden Panda business, nor may they appear on radio or television talk shows to promote

their Golden Panda activities. If a Golden Panda advertiser is contacted by the Media (radio, television, the press, or other), the contact should be referred to the Golden Panda corporate office in order to maintain information accuracy and a consistent Company image.

Member Responsibilities:

- All members are responsible for the following:
- Read our Frequently Asked Questions (FAQs)
- You must sign up with your own, unique email address.
- You must sign up with our choice of payment processors. They are listed during the sign-up process. They include but may not be limited to; Golden Panda Approved Debit Cards, Solid Trust Pay Solutions, Alert Pay etc.
- You may be sponsored by or receive 1st or 2nd-level referral commissions from anyone in your same household, with the approval of your sponsor. (Example: Each person would have to be operating their own business, and that may be monitored).
- In order to be an advertiser of Golden Panda, you must have your own product, program or opportunity to advertise or have access to a website for which you are an authorized reseller with the right to advertise.
- If you have problems viewing ads, you must submit a support ticket the SAME day you have the viewing problem.
- If you're "Home Page" or "History" page is not reflecting the proper credit, dates, rebates or commissions, you must submit a support ticket the SAME day the problem occurred.
- You must know the time zone and the cut off time for viewing web sites. You have twenty-four (24) hours to view up to thirty (30) websites, which corresponds with your member level. A day at GOLDEN PANDA begins at 12:01 a.m. EST and ends at 12:00 a.m. EST.
- You MUST be courteous to our administration staff at all times, regardless of any problems you are experiencing.
- When making an advertising purchase with any payment processor, be sure to follow the process all the way through so that the purchase is reflected on your Golden Panda account.
- You must be willing and able to receive emails from Golden Panda as a requirement of your membership.
- Be aware that if you use emails such as @AOL, @hotmail, @yahoo, @BellSouth or @MSN addresses, you may not always receive our emails because of their SPAM systems. If this occurs, please use a different email address or check your bulk mails. Thus far we have had no problems with @Gmail.

User-Supplied Content:

Golden Panda's services and materials may be used for lawful purposes only.

Spam: If you are found to have spammed, Golden Panda reserves the right to disable or terminate your account immediately and without warning.. All funds will be forfeited. Golden Panda may impose a penalty for each spam policy violation. Golden Panda also reserves the right to determine what violates this policy, in which case, any violation that occurs will result in account termination without refund of any monies.

Refusal of Service: Golden Panda, at its sole discretion, reserves the right to refuse or cancel service to any Advertiser. Violation of any polices, rules or regulations could result in a warning or possible account termination. Accounts may be terminated for any reason and without any prior notice to the Advertiser.

Accounts terminated due to policy violations will not be subject to refunds.

Each site that you promote on Golden Panda's web site must comply with the following rules:

1. Web sites advertised must not have any pop-up windows, pop-in windows, downloads, redirects, Trojans or malicious code.
2. Web sites advertised must not be broken, under-construction, or slow-loading.
3. Web sites advertised must not contain the following themes: pornography, gambling, matchmaking, mail-order brides, religion, politics, Gothic, Wicca, Satanism, war games and must not contain violent or inappropriate content. GOLDEN PANDA reserves the right to determine unacceptable themes.
4. Do not promote your Goldenpandaadbuilder.com referral page with the Golden Panda rotator. Any sites submitted using Golden Panda web site will be deleted.
5. We do not allow Rotators or URL Trackers of any kind.
6. We will accept sites in any language, but your largest target markets are English and Chinese.

If you break any of the above rules, your account may be deleted without notice and all funds will be forfeited.

Waiver: In keeping with these terms, I, the advertiser, furthermore release and forever discharge and hold harmless Golden Panda Ad Builder, Inc. Golden Panda, it's heirs, successors and assigns and employees from any liability, claims and or demands of any kind or nature either in law or in equity, which arise or hereafter arise from my advertising purchases.

Indemnification:

The advertiser agrees that it will protect, indemnify, save and hold Golden Panda harmless from any and all liabilities, losses, expenses and claims, as well as reasonable attorney's fees assessed against Golden Panda, its agents, officers, employees and administration that may arise or result from any service provided or performed or agreed to by any product sold by its advertisers or customers, agents, employees or assigns. Advertiser agrees to defend, indemnify and hold Golden Panda harmless against liabilities arising out of, but not limited to, (1) any injury to person or property caused by any products sold or distributed by advertiser and advertised on Golden Panda web site, (2) any material furnished by advertiser infringing or allegedly infringing on the rights of a third party, and (3) copyright violation and any defective products sold to a customer from the Golden Panda web site.

Cash Outs and Upgrades:

All cash outs are reviewed manually for accuracy and increased security to protect each member's money.

Cash outs are typically completed on the following Thursday after the cash out request has been made by midnight the previous Friday. There will not be any cash outs paid on Saturday, Sunday or Holidays. The minimum cash out is \$10.00 and the minimum upgrade is \$10.00.

There is cash out fee if you do not pay a monthly membership fee. The fee depends upon your payment

processor or the method of your cash out. There is no cash out fee on checks sent from Golden Panda.

1. If you pay a monthly membership fee, Golden Panda will not charge you a fee up and above the fee charged by your payment processor. If you pay a membership fee you will not be charged a cash out fee if you request to be paid by Golden Panda's check system. There will be a handling and mailing charge for any overnight payments.

2. Due to security reasons you may NOT call the office for cash out requests. There are a variety of options to choose from when you click on the cash out button.

3. If you have bought Ad Packages with more than one payment method, you will be asked to select the account to which your cash outs can be paid. You may request to be paid by a check from Golden Panda or by a payment processor as available.

4. We reserve the right to assess fees as per our Fee Schedule. All fees are displayed and calculated in US Dollars.

5. You understand that you will need a valid e-mail address for communication purposes, and you agree to maintain the e-mail address provided on the release form attached to this agreement as long as you use the services of Golden Panda. If you have a change in your e-mail address, you agree to notify Golden Panda of these changes before further using the Service offered by Golden Panda.

5.1. If you open a Golden Panda account, you hereby consent to receive periodic newsletters and other types of e-mail communications from Golden Panda, including customer service issues, new product offers and other matters. We reserve the right to e-mail you at any time regarding issues related to your account and your use of your Golden Panda account.

5.2 You agree to and understand the full Terms of Service of Golden Panda, and you agree to and understand that Golden Panda has the right to terminate your account for any violations of the terms to which you have agreed, and all your funds would be forfeited.

6. You agree that all transactions involving your Golden Panda account are final and not reversible, and you understand that there is no refund available after completing a transaction.

6.1. You agree that you are liable for any transactions made from your account, and you agree to indemnify, defend and hold harmless Golden Panda for any transaction of whatsoever nature processed from your account.

7. You agree that you will not file a chargeback with your credit card company or bank account against Golden Panda, and if you do file a chargeback, your account will be terminated and all funds in your Golden Panda account will be forfeited and you will be banned from using the services of Golden Panda in the future.

8. You acknowledge and accept that in the case of a claim of unauthorized transactions, the presumption shall be that all transactions are authorized by you and are your liability.

9. Golden Panda agrees that we will not share your personal information with any third parties other than authoritative officials with authoritative rights. We will not surrender any of your information unless a court

order and/or a Subpoena and/or a Protective Order is presented to us, and then we will abide by the laws of the United States and surrender your information only to the proper authorities who have the legal rights to said information. We view protection of Advertisers' privacy as a very important principle. We store and process your personal information on computers located in the United States and elsewhere as we deem necessary that are protected by physical as well as technological security devices.

10. Nothing contained on www.Goldenpandaadbuilder.com should be understood as granting you a license to, but not limited to, use any of the trademarks, service marks, or logos owned by Golden Panda or by any third party.

11. You must not divulge your password to anyone else, nor may you use anyone else's password. You agree that Golden Panda will treat any person accessing your account using your password as you, and you understand and agree that any action taken by any person using your password shall be binding on you and all other parties involved in said action.

11.1. Golden Panda is not responsible for any losses incurred by you as the result of the misuse of your password.

12. In order to use the service, you must register for a Golden Panda account at www.Goldenpandaadbuilder.com. You may hold more than one Golden Panda account per household, and this may be used for business or personal transactions. Our services are only available to individuals or businesses that can form legally binding contracts under applicable law.

13. If you are an international Advertiser, you warrant that you are violating no law or regulation in your jurisdiction or any other jurisdiction by advertising with Golden Panda.

14. We are not an escrow service, and we make no guarantee of a product or service or the quality of a product or service you may receive from another Advertiser after purchasing it through www.Goldenpandaadbuilder.com account as we are not the person selling the product or service. If you have a complaint about the product or quality of the product, you agree to contact the Advertiser from whom you purchased the product or service and indemnify, defend and hold harmless Golden Panda. We do not and cannot ensure the quality, safety, or legality of any merchandise received, or that the seller will even ship the merchandise.

15. We agree to initiate ACH (Automated Clearing House) transfers to and from your bank account only after you request the transaction through your Golden Panda account, and we agree that the transaction will only be for the amount you request, less any applicable fees as found in our Fee Schedule on www.Goldenpandaadbuilder.com additional standard transactional banking or other appropriate standard transactional fees. (Applies only when ACH is implemented.)

16. We and our suppliers provide our services "as is" and without any warranty or condition, express, implied or statutory. We and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Company does not warrant that the site or the service will meet your requirements or that the operation of the site or the service will be uninterrupted or error-free. The information and services may contain bugs, errors, problems or other limitations. We and our affiliated parties have no liability whatsoever for your use of any information or service. Golden panda shall make reasonable efforts to ensure that requests for all payments and cash outs are processed in a timely manner but we make no representations or warranties regarding the amount of time

needed to complete processing because our service is largely dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service.

17. in no event shall we or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our web site, our service, or this agreement (however arising, including negligence).

18. Golden Panda will not be responsible for delays or failures in the transmission, receipt or execution of orders, payments, deliveries or information due to events beyond its control (acts of God). The obligations of this contract precede any government enactment.

19. We have the right to refuse service to particular individuals or entities, at our sole discretion, with or without cause.

20. We will suspend or re-activate a Golden Panda account, if ordered to do so by an Order from a court or arbitration body of acceptable jurisdiction, as determined by Golden Panda.

21. Solely to enable Golden Panda to use the information with which you supply us, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have stored in your Golden Panda account, in any media now known or not currently known, with respect to the information you have provided to Golden Panda.

22. Golden Panda and all related logos, products and services described in this website are either trademarks or registered trademarks of Golden Panda, or its licensors, and (aside from the circumstances described below) may not be copied, imitated or used, in whole or in part, without the prior written permission of Golden Panda. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Golden Panda and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Golden Panda.

22.1 Notwithstanding the above, HTML logos or website payments features may be used without prior written consent for the purpose of directing web traffic to www.Goldenpandaadbuilder.com. These logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to Golden Panda. Logos may not be displayed in any manner that implies sponsorship or endorsement by Golden Panda. Golden Panda is an advertising company, and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

23. You agree that you will not use any device, software or routine to interfere with the proper working of the site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is proprietary or is licensed to Golden Panda by our Advertisers or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, publicly display or frame any content (except for your personal information) from our web site without the prior expressed written permission of Golden Panda or the appropriate third party. If you use, or attempt to use our web site for purposes other than sending and receiving payments and rebates and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of our site, your account will be terminated, your available funds will be forfeited, and you will be subject to damages and other

penalties including criminal prosecution when applicable.

24. You may close your account at any time by submitting a ticket using our support system on www.Goldenpandaadbuilder.com with the appropriate topic title: Close Account. Upon the termination of an account, any and all pending transactions will be cancelled and all unclaimed rebates are forfeited. You will remain liable for all obligations related to your account even after such account is closed.

25. Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you by means other than electronically, immediately warn our community of your actions, place a hold on funds in your account, limit funding sources and payments, limit access to an account and any or all of the account's functions (including but not limited to the ability to send money or making withdrawals from an account), limit withdrawals, indefinitely suspend or close your account and refuse to provide our Services to you if:

- You breach this Agreement or the documents it incorporates by reference.
- We are unable to verify or authenticate any information you provide to us.
- We believe that your account or activities pose a significant credit or fraud risk to us or the public.
- We believe that your actions may cause financial loss or legal liability for you, our Advertisers or us.

25.1. To secure your performance of this Agreement, you grant to Golden Panda a lien on and security interest in your account.

26. You may not transfer any rights or obligations you may have under these Terms of Service without the prior written consent of Golden Panda. Golden Panda reserves the right to transfer these Terms of Service or any right or obligation under these Terms of Service without your consent.

27. You must comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Services. Golden Panda is not responsible to establish your legal right to use our services. Such requirements rest entirely on the Advertiser. Earnings over \$600 per year will be reported to the IRS for US residents.

28. Any controversy or claim arising under or related to these Terms of Service shall be settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association before a single arbitrator appointed by mutual consent of the parties to these Terms of Service. The language of the arbitration shall be English.

29.1. These Terms of Service are governed by the laws of Nevis as Golden Panda is incorporated in Nevis.

29.2. In the event that any provisions of these Terms of Service shall be determined by an arbitration body or a court of competent jurisdiction to be unenforceable in any jurisdictions, such provision shall be unenforceable in that jurisdiction and the remainder of these Terms of Service shall remain binding upon the parties as if such provisions were not contained therein. The enforceability of such provision shall otherwise be unaffected and remain enforceable in all other jurisdictions.

30. These Terms of Service are governed by and interpreted under the laws of Nevis as such laws are applied to agreements entered into and to be performed entirely within Nevis by residents and the jurisdiction of Nevis. You agree that this Agreement and all incorporated agreements may be automatically assigned by Golden Panda, in our sole discretion, to a third party in the event of a merger or acquisition.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms of Service set forth the entire understanding between both parties with respect to the subject matter hereof.

31. The Services are offered by Golden Panda Ad Builder, located currently at 4900 Ivey Rd., Suite 820, Acworth, GA 30101.

32. Disputes between you and Golden Panda regarding our Services may be reported to Customer Support using our online ticket system at any time, or by calling (678) 738-1440. Our return phone calls will only be between the hours of 8:30 AM and 5:30 PM Eastern Standard Time.

If you do not abide by these terms and conditions, Golden Panda has the option to terminate your account immediately.

Golden Panda reserves the right to change the terms and conditions of this site and Agreement at any time.

Golden Panda Ad Builder, Ltd

By: Clarence Busby, Jr.

Chief Executive Officer

Updated: July 23, 2008