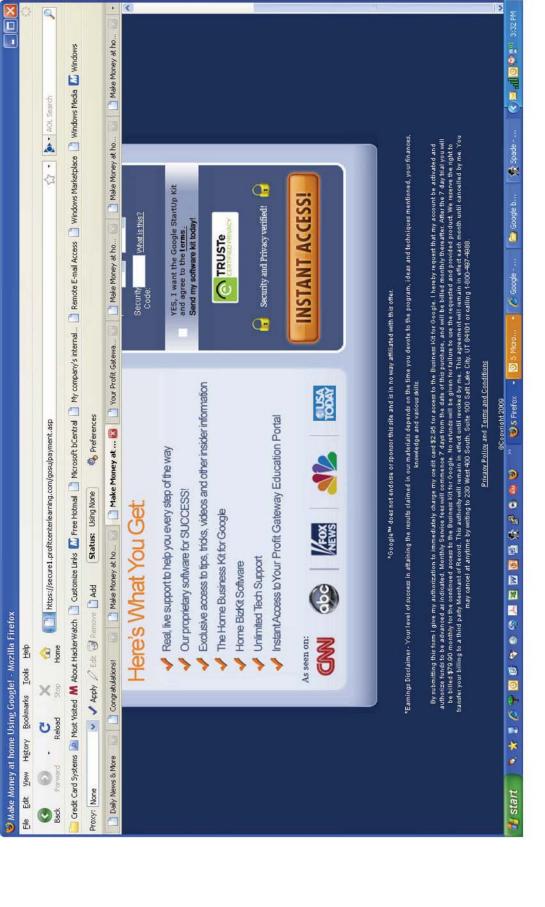
EXHIBIT N







Terms & Conditions of Sale ("Conditions")

1. SCOPE & APPLICATION

- 1.1 By submitting an order, You automatically receive a 7-day trial to the Start Up Kit Using Google. Your 7-day trial begins immediately upon placing your order. You will be billed \$2.95 at the time of order submission. Once Your trial is active you have 7-days to decide whether to accept Your Subscription. Prior to the expiration of the 7-day trial period, You may cancel Your subscription by calling toll-free at 1-800-497-4988. Should You fail to cancel Your Subscription within the 7-day trial You will be billed \$79.90 at the completion of the 7-day trial and every month thereafter for continued services and hosting of your Visual Webtools software unless canceled by You.
- 1.2 You unconditionally and expressly agree and accept the Conditions set forth herein as a binding contract ("the Agreement") enforceable by law. The following are the terms and conditions of participation in the Subscription ("Subscription") or any other Product on this Site, all such references to Subscription or Product combined shall be ("Product"). "Customer", "T", "You" or "Your" refers to you. "Site" means this World Wide Website located at the URL http://www.yourprofitgateway.com Your Profit Gateway("YPG"), an authorized online reseller, and Your contracting partner reserves the right to amend this Agreement from time to time. It is agreed that any such amendment will apply to Customer. YPG agrees to inform Customer of any amendment to the Agreement. Should Customer fail to object to any amendment to the Agreement within one week, such failure shall serve as an acceptance of the amendment.

2. TRIAL PERIOD AND BILLING

- 2.1 2.1 You authorize YPG or associated product owners or resellers* to initiate debit/credit entries to your bank deposit account or credit card as indicated upon sign-up and enrollment. This authority is to remain in full force and effect until You cancel Your subscription.
- 2.2 If Your payment is not collected by credit card within 30 days of the due date, Your Start Up Kit Using Google Subscription will be suspended. If You wish to cancel and not be billed, You must call toll-free at 1-800-497-4988. You expressly agree to the automatic monthly billing set forth herein. You expressly agree to honor all charges and fees due in association with this Subscription.

3. RETURNS AND CANCELLATION POLICY

you will not be charged any additional fees.

- 3.1 You may cancel Your subscription at any time by calling Customer Care at 1-800-497-4988 Monday through Friday 8:00 AM to 7:00 PM MST.
 3.2 You may Cancel at anytime during the initial 7-day trial and receive a full refund of Your \$2.95. Please call Customer Care at 1-800-497-4988 to make arrangement to receive Your refund. All members who cancel will no longer receive continued access to the membership. If you cancel the Membership.
- 3.3 You explicitly agree to the following statement: 'I UNDERSTAND THAT I MAY BE LIABLE FOR PAYMENT OF FUTURE GOODS AND SERVICES UNDER THE TERMS OF THIS AGREEMENT IF I FAIL TO NOTIFY THE SUPPLIER NOT TO SUPPLY THE GOODS OR SERVICES DESCRIBED."

4. DISPUTE RESOLUTION

- 4.1 You agree that any disputed fee will not be charged back to Your credit card issuer. You expressly agree to submit in writing any objection regarding fees to 230 West 400 South, Suite 100 SLC UT, 84101
- 4.2 YPG, in its sole discretion, shall determine the validity of Your objection and notify You of its decision. Should You disagree with YPG decision, You agree to mediate the dispute before litigation.
- 4.3 You agree to indemnify YPG or associated product owners or resellers for any financial harm or any losses caused by Your objections to fees that do not comply with this Agreement. You will be held responsible for the reimbursement of any fees and losses incurred as a result of Your failure to comply with any provision in this Agreement.
- 4.4 Credit Card Billing Customer expressly agrees that if Customer pays by credit card, or demand debit, Customer shall abide by the following statement: "I hereby authorize YPG or associated product owners or resellers to initiate debit/credit entries to my bank deposit account or credit card."

5. OFFER, ACKNOWLEDGMENT AND ACCEPTANCE

5.1 Any prices, quotations and descriptions made or referred to on this Site are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express acceptance of Your order (as described helow)

5.2 While we make every effort to ensure that items appearing on the Site are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. We may reject Your order (without liability) if We are unable to process or fulfill it. If this is the case, We will refund any prior payment that you have made for that item.

- 5.3 An order submitted by You constitutes an offer by You to Us to purchase the Start Up Kit Using Google Subscription on these Conditions.
- 5.4 At the time of such acceptance by YPG an automatic e-mail acknowledgement of Your order will be generated. 5.5 Our acceptance of Your order takes effect and the contract concluded at the point where such offer is expressly accepted by Us dispatching Your order and accepting Your credit card or other payment ("Acceptance").
- 5.6 We may keep records of orders received, acknowledgements, acceptances and other contract records for a reasonable period after Acceptance. We may be able to provide You with copies on written request, however, You must make sure you print a copy of all such documents and these Conditions for your own records.

6. YOUR REPRESENTATIONS

- 6.1 You represent that the information provided by You when placing Your order is up-to-date, materially accurate, and is sufficient for Us to fulfill your order. You are responsible for maintaining and promptly updating Your account information with Us for accuracy and completeness and keeping such information (and any passwords given to You for the purposes of accessing the Site and/or purchasing Products) secure against unauthorized access. Unless agreed otherwise or required by applicable law, any warranties provided in relation to Your purchase only extend to You on the understanding that You are a user and not a reseller of the Product.
- 6.2 No warranty, commitment or any other obligation should ever be assumed by You on Our behalf or on behalf of a Product manufacturer, licensor or supplier without Our express prior written consent.
- 6.3 PRICE AND TERMS OF PAYMENT 6.4 Prices payable for the Product are those in effect at the time of dispatch or delivery, unless otherwise expressly agreed. Prices may be indicated on the Site or an order acknowledgement but the authoritative price in the event of any discrepancy, is the price that is notified to You on Our Acceptance.
- 6.5 We reserve the right to notify You of any mistakes in Product descriptions or errors in pricing prior to product dispatch. In such event if you choose to continue with fulfillment of the order, You acknowledge that the Product or Service will be provided in accordance with such revised description or corrected price.
- 6.6 The places that we deliver to are listed on the Site ("Territory"). Unless otherwise specified, prices quoted are: exclusive of the costs of shipping or carriage to the agreed place of delivery within the Territory (charges for which are stated on the Site); and exclusive of VAT and any other tax or duty which (where applicable) must be added to the price payable.
- 6.7 You agree to pay for taxes, shipping or carriage of Products as such costs are specified by Us on the Site when You submit Your purchase order. Payment shall be made prior to delivery and by such methods as are indicated on the Site (and not by any other means unless we have given our prior agreement).
- 6.8 Except as expressly provided elsewhere in these Conditions or the Site, payment may be taken in full notwithstanding any claim for short delivery or defects.
- 6.9 We will charge credit or debit cards on dispatch of the Product or commencement of Services. We reserve the right to verify credit or debit card payments prior to Acceptance.
- 6.10 Where the payment is invoiced, each invoice shall be due on and made in full within thirty (30) days of the date of relevant invoice. If at any time you fail to pay any amount due on the relevant due date, We may by notice declare all invoiced amounts unpaid at that date to be immediately due and payable. No counterclaim or set-off may be deducted from any payment due without our written consent. We may also take action against You for the price of Products at any time after payment has become due even though property in those Products may not yet have passed to you.

7. TERMINATION

- 7.1 If You commit an act of bankruptcy or enter into a deed of arrangement with creditors or a court order for winding-up is made against You or You take or suffer any similar action in consequence of debt or We have cause to believe that You are unable to pay Your debts as they fall due; or You fail to pay any amount by the due date or breach any of these Conditions then, without prejudice to any of our other rights, we may:
- 7.1.1 stop any Products in transit; and/or
- 7.1.2 suspend further Product deliveries; and/or
- 7.1.3 stop or suspend provision of Services; and/or
- 7.1.4 by written notice, terminate Your order and all or any other contracts between Us and You.

8. DELIVERY AND RISK

- 8.1 Delivery shall be to a valid address within the Territory submitted by You and subject to Acceptance ("Delivery Address"). You must check the Delivery Address on any acknowledgement or acceptance We provide and notify Us without delay of errors or omissions. We reserve the right to charge You for any extra costs arising from changes You make to the Delivery Address after You submit an order.
- 8.3 If You refuse or fail to take delivery of Products provided in accordance with these Conditions, any risk of loss or damage to the Products shall nonetheless pass and without prejudice to any other rights or remedies We have:
- 8.3.1 We shall be entitled to immediate payment in full for the Products or Services delivered and either to effect delivery by whatever means We consider appropriate or to store Products at Your risk,
- 8.3.2 You shall be liable pay on demand all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery; and
- 8.3.3 We shall be entitled 30 days after the agreed date for delivery to dispose of Products in such manner as We determine and may set off any proceeds of sale against any sums due from You.
- 8.4 Except to the extent required as a result of any mandatory rights You have as a consumer under applicable law, You shall not be entitled to reject the Products in whole or in part by reason of short delivery and shall pay in full notwithstanding short delivery or non-delivery unless You notify us in writing of any claim within 7-days of the latest of the date of receipt of the relevant invoice or delivery whereupon You shall pay for the quantity actually delivered.
 8.5 Where We deliver Products by installments, each installment constitutes a separate contract and any defect in any one or more installments shall not entitle You to repudiate the contract as a whole nor to cancel any subsequent installment.
- 8.6 Save as otherwise provided in these Conditions, risk of loss of or damage to the Products passes to You on delivery or when placed in your possession or that of any carrier or transport provided by You, whichever shall occur first.

9. REJECTION, DAMAGE OR LOSS IN TRANSIT

- 9.1 Except as set out above and subject to any rights You have under applicable law that cannot be excluded or limited by these Conditions:
 9.1.1 We shall not be liable and You shall not be entitled to reject Products or Services, except for (a) damage to or loss of Products or any part thereof in transit (where the Products are carried by Our own transport or by a carrier on Our behalf) where notified to Us within 5 working days of receipt of the Products; (b) defects in Products (not being defects caused by any act, neglect or default on your part) notified in writing to Us within 30 days of receipt of the Products; and (c) defective performance of Services (not being defects caused by any act, neglect or default on Your part) where notified in writing to Us within 5 days of such defect becoming apparent.
- 9.1.2 We shall not be liable for any damage or losses arising from the use of the Products in connection with other defective or unsuitable Products, Your negligence; improper use or use in any manner inconsistent with the manufacturer's specifications or instructions.
- 9.1.3 Where these is a shortage or failure to deliver, or any defect in or damage to a Product or Service, We may at our option: (a) (in the case of Product shortage or non-delivery) make good any such shortage or non-delivery, and/or (b) in the case of failure to perform or defective performance of a Service, make good such failure or defective performance; and/or (c) in the case of damage or any defect(s) in the Product and in accordance with any applicable Returns Policy: (f) replace or repair the Product upon You returning the Product; or (ii) refund the price paid in respect of any Products found to be damaged or defective.

10. LIABILITY LIMITATION

10.1 TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT WE WERE AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL THEIR ESSENTIAL PURPOSE (1) OUR AGGREGATE LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY) SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF THE PRODUCTS YOU ORDERED AND THAT ARE MOST CLOSELY RELATED TO YOUR DAMAGES AND (2) WE SHALL NOT BE LIABLE FORSPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER

11. THIRD PARTY RIGHTS

11.1 You shall indemnify Us against any and all liabilities, claims and costs incurred by or made against Us as a direct or indirect result of us performing

Services or carrying out any work on or to the Products where this has been done to Your (or Your representative's) specific requirements or specifications causing an infringement or alleged infringement of any proprietary rights of any third party.

11.2 To the fullest extent permitted by law, we shall have no liability to You in the event the Products or Services infringing or being alleged to infringe the proprietary rights of any third party. In the event that the Products are or may be the subject of patent, copyright, database right, registered design, trade mark or other rights of any third party, You should refer to the relevant terms of the Product manufacturer and/or licensor/owner. We shall be obliged to transfer to You only such right or title as we have.

- 12. WARRANTY "AS IS" IN GENERAL WITHOUT REGARD TO SEPARATE WARRANTY STATEMENTS PACKAGED BY THE MANUFACTURER WITH THE PRODUCTS.
- 12.1 All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on the Site or made available by Us are intended to represent no more than a general illustration of the Products and do not constitute a warranty or representation by us that the Products will conform with the same. You must refer to the manufacturer's specifications or warranty documentation to determine Your rights and remedies in this regard. 12.2 You will have the benefit of the manufacturer's, licensor's or supplier's warranty with the Products supplied and should refer to the relevant documentation supplied with the Product in this regard.
- 12.3 Your rights of repair or replacement of any Products or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where:
- 12.3.1 products have been repaired or altered by persons other than the manufacturer, Us or any authorized dealer; and/or
- 12.3.2 defective Product or Products have not been returned together with full details in writing of the alleged defects within 30 days from the date on which such Products were delivered, and/or
- 12.3.3 defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by Us in connection with the delivered Products.
- 12.4 EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SECTION 12, WE MAKE NO EXPRESS WARRANTIES OR REPRESENTATIONS AND WE DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THESE CONDITIONS STATE YOUR SOLE AND EXCLUSIVE REMEDIES.

13. CONSENTS, CUSTOMS DUTIES & EXPORT

- 13.1 If any license or consent of any government or other authority is required for the acquisition, carriage or use of the Products by You, You shall obtain such license or consent at Your own expense and if necessary produce evidence to us on demand. Failure so to do shall not entitle You to withhold or delay payment of the price. Any additional expenses or charges incurred by Us resulting from such failure shall be met by You.
- 13.2 Products licensed or sold to You under these Conditions may be subject to export control laws and regulations in the Territory or other relevant jurisdiction where You take delivery or use them. You shall be responsible for complying with those laws and will not do anything to breach them. 13.3 Items entering the European Economic Area (EEA) from outside over a certain value may be subject to customs charges (e.g. where costs are in excess of your personal import allowance). You may be subject to customs charges, import duties and taxes, levied when the Product reaches Your specified destination. Any such additional charges for customs clearance or import duties or taxes must be met by You, since We have no control over what these charges are. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

14. NOTICES

- 14.1 Any notice or other communications in relation to Our contract may be given by sending the same by hand delivery, pre-paid post, fax or e-mail to the latest address and contact that one party has notified in writing to the other. This will also be the address for service of legal proceedings in the manner prescribed by law. Except as set out above in relation to cancellation of consumer orders, such notices or communications (where properly addressed) shall be considered received:
- 14.1.1 in relation to hand delivery, on the date of delivery at the relevant address (or, if this is not a working date, the first working date thereafter);
 14.1.2 if posted, 5 working days after the date of posting,
 14.1.3 if by fax, on the date of the transmission as evidenced by a successful
- 14.1.5 if by tax, on the date of the transmission as evidenced by a successful transmission contact report (or, if this is not a working date, the first working

date thereafter);

14.1.4 if sent by email, on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery or the email having been opened; or (iii) the expiry of 48 hours after transmission, provided that the sender has not received notification of unsuccessful transmission.

15. PERSONAL INFORMATION AND YOUR PRIVACY

15.1 We will observe applicable data protection laws and will not use information that does or can be used to personally identify You ("Personal Data") other than as set out in Our Privacy Policy ("Privacy Policy"). By submitting Your Personal Data in relation to Your order, You consent to such Personal Data being processed to fulfill Your order and in accordance with such Privacy Statement.

16. GENERAL

16.1 You shall not assign, transfer, charge or make over or purport to assign transfer charge to make over Your rights under these Conditions. Any purported assignment shall be null and void.

16.2 We shall not be liable to You nor held in breach of contract for any loss or damage which may be suffered as a direct or indirect result of Us being prevented, hindered or delayed in the performance by reason of any circumstances beyond Our reasonable control including (but not limited to) any act of God, war, terror, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, interruption in the supply of power, Internet communications, or materials and in such event we may elect to cancel Your order and refund any payments made.

16.3 You acknowledge that these Conditions supersede and cancel all previous contracts, agreements and working arrangements whether oral or written, express or implied, between us. These Conditions prevail over any other terms or conditions contained in or referred to elsewhere or implied by trade, custom or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted. To the fullest extent permitted under applicable law, We reserve the right to modify these Conditions upon prior written notice to You with effect for the future - subject to Your right to reject, by way of written notice, our modifications to these Conditions with respect to any orders for which Acceptance, but not yet fulfillment, has occurred.

16.4 No relaxation, forbearance, delay or indulgence by either You or Us in enforcing any of these Conditions or the granting of time by either party to the other shall prejudice or restrict such rights and powers.

16.5 No waiver of any term or condition of these Conditions shall be effective unless made in writing and signed by Us. The waiver of any breach of any Condition shall not be construed as a waiver of any subsequent breach or condition.

16.6 If for any reason We determine or a court of competent jurisdiction finds that any provision or portion of these Conditions to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction:

16.6.1 these Conditions will not be affected in other jurisdictions to the extent that such determination or finding has no application; and

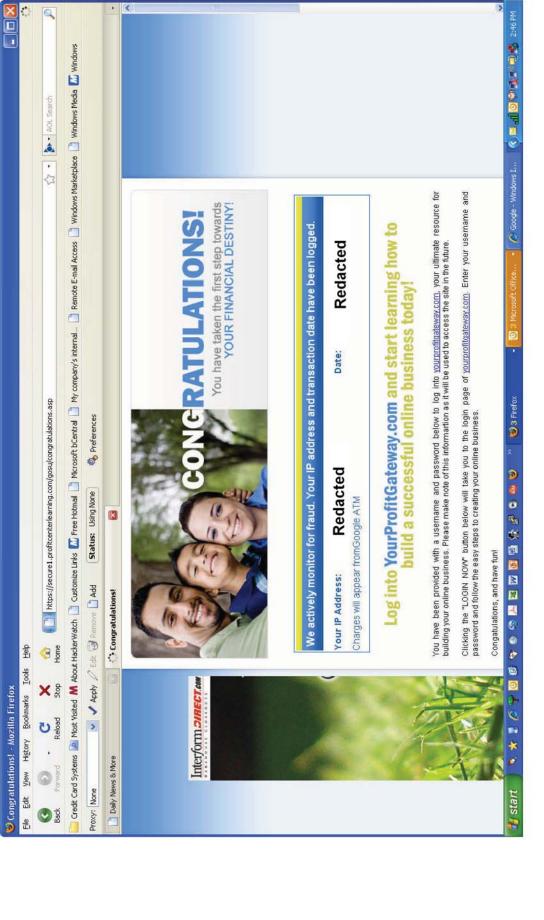
16.6.2 in the relevant jurisdiction, the remainder of these Conditions (to the fullest extent permitted by law) will continue in full force and effect.

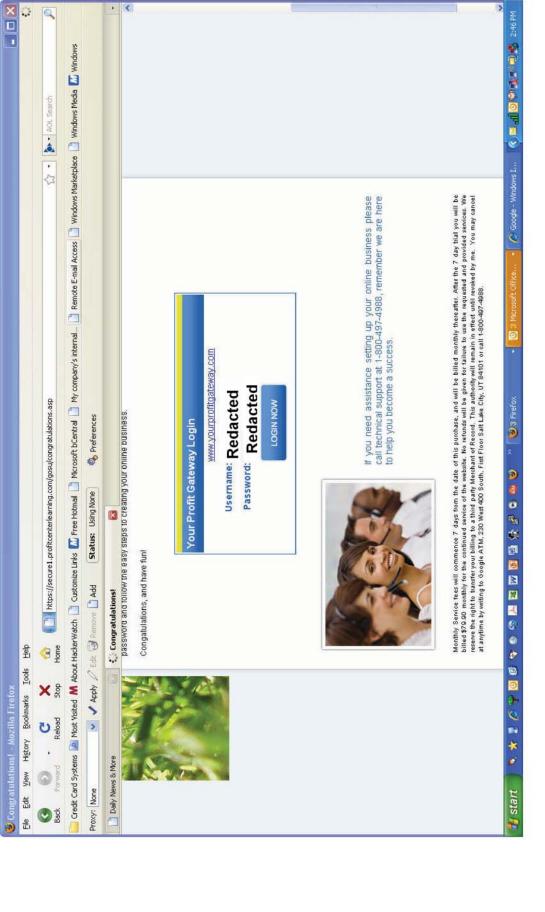
17. GOVERNING LAW

17.1 The construction validity and performance of these Conditions shall be governed by Utah Law and You agree to submit to the exclusive jurisdiction of the Utah Courts, in the event of legal proceedings arising from any dispute; The language of any dispute resolution procedure or any proceedings will be English.

*Products provided by Pacific WebWorks, Inc. and/or affiliated companies.

N 08





Monthly Service fees will commence 7 days from the date of this purchase, and will be billed monthly thereafter. After the 7 day trial you will be billed \$79.90 monthly for the continued service of the website. No refunds will be given for failure to use the requested and provided services. We reserve the right to transfer your billing to a third party Merchant of Record. This authority will remain in effect until revoked by me. You may cancel at anytime by writing to Google ATM, 230 West 400 South, First Floor Salt Lake City, UT 84101 or call 1-800-497-4988.

©Copyright 2009

FFF

We actively monitor for fraud. Your IP address and transaction date have been logged.

Your IP Address: Redacted Date: Redacted 2009 MDT

Charges will appear fromGoogle ATM

Log into YourProfitGateway.com and start learning how to build a successful online business today!

You have been provided with a username and password below to log into <u>yourprofitgateway.com</u>, your ultimate resource for building your online business. Please make note of this informartion as it will be used to access the site in the future.

Clicking the "LOGIN NOW" button below will take you to the login page of <u>yourprofitgateway.com</u>. Enter your username and password and follow the easy steps to creating your online business.

Congatulations, and have fun!





If you need assistance setting up your online business please call technical support at 1-800-497-4988, remember we are here to help you become a success.

N 12

