

FASHIONDOMINO.COM, Inc.
VENDOR TERMS AND CONDITIONS AGREEMENT

Use of the Fashiondomino.com, Inc., a California Limited Liability Company, (hereinafter "FD" or "we") website (the "Site") is subject to the following terms and conditions, which may be changed by FD from time to time. Continued use of this Site following any such changes shall constitute an acceptance of the new terms and conditions. Please read these terms carefully as use of this site constitutes agreement to these terms and conditions.

1. Definitions. The terms used in this Agreement shall have the following meaning unless otherwise specified. "You", "Vendor" or "user" shall mean a person or an entity who is the subject of and has been issued an Account ID and password.

2. Terms. This agreement is effective as of the Effective Date and shall continue for a period of One (1) year unless terminated as set out herein. Either party shall have the option to renew the Terms of this Agreement for an additional one (1) year period by giving at least 60 (60) days' but not less than ninety (90) days' written notice to the other party of its intention to renew the Term of this Agreement. The initial one (1) year term of this Agreement and all renewals and extensions hereof shall be defined herein as the "Term".

3. Account ID and Password. We grant to you (as an individual or entity) Account Code, Username and Password to allow access to FD's domain upon successful registration process. During registration process, you must provide true, accurate, complete and current information about you, and you have an obligation to maintain and upkeep this information accurate at all times. Additionally you have an obligation to keep your Username and password private and not use it for any purpose other than in connection with the proposed transaction.

IT IS YOUR RESPONSIBILITY TO PROTECT YOUR ACCOUNT ID AND PASSWORD. ANYONE WHO OBTAINS YOUR ACCOUNT ID AND PASSWORD CAN FORGE YOUR IDENTITY AND TAKE ACTIONS IN YOUR NAME! In such event, FD will have no liability for any resulting damages.

4. Obligations as a vendor. You are obligated to:

(a) protect your Account Code, Username and Password from theft and unauthorized use by or disclosure to others, and notify FD upon suspected Username and password compromised.

(b) you must notify FD, if (i) the employee who normally uses the Account Code, Username and Password is no longer with your company, so that FD, may revoke the Username and re-issue a new Username and password to whoever is replacing the previous employee, (ii) you forgot your account's password.

(c) you may not use the FD issued Account Code, Username and Password for any purpose other than in connection with the proposed transaction.

FD intends and has the absolute right to monitor usage of all access to FD services to protect mutual security interests.

5. Lawful Use of Website. You agree to abide by all applicable laws regarding use of our websites and services, and not to use our website to engage in illegal, antisocial, disruptive or destructive acts. You are solely responsible for all the activities and the contents that posted on your account.

6. Disclaimer of Ownership of Copyright, Trademark. Except as otherwise set forth herein, all right, title and interest in and to all,

(a) registered and unregistered trademarks, service marks and logos; (b) patents, patent applications, and patentable ideas, inventions, and/or improvements; (c) trade secrets, proprietary information, and know-how; (d) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (e) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text,

software and (f) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the FD services identified herein are owned by FD.

To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by FD, and all right, title and interest in and to each such Derivative Work shall automatically vest in FD.

7. Vendor's Representations and Warranties. You represents and warrants that

(a) you own or you are an authorized licensee of the owner of all brands, trademarks, patents, designs, copyrighted images or other intellectual property depicted on or represented by the Goods, and you are not infringing upon the intellectual property or other rights of any third party, and you will promptly address, defend and attempt to resolve in good faith any allegations of infringement asserted against FD;

(b) your Goods comply with applicable federal, state or local laws, statutes, rules, regulations, ordinances, and orders, including (i) laws, rules or regulations preventing transshipments intended to circumvent regulations or unfair trade practices as defined by the customs law, such as dumping, promulgated by the United States or other jurisdictions to which the Goods are shipped, (ii) laws, rules and regulations and industry standards related to health, safety, labeling, product claims, product safety, product composition, adulteration and intended use (including all applicable FDA rules and regulations, in particular related to labeling and ingredients, and all equivalent rules and regulations in other jurisdictions to which the Goods are shipped), including the country of origin marking and care labeling requirements of Section 304 of the Tariff Act of 1930, as amended, the Wool Products Labeling Act, Textile Fiber Products Identification Act, the Lanham Act, Hazardous Substances Labeling Act, Flammable Fabrics Act, Food, Drug & Cosmetics Act, Consumer Product Safety Act, the Consumer Product Safety Improvement Act, Federal Trade Commission Act, FTC Guidelines, Trade Practice Rules and Regulations, and the United States Consumer Products Safety Commission; Vendor shall provide and make available to FD a Children's Product Certificate or Certificate of Conformity pursuant to the United States Consumer Product Safety Act for applicable Goods under this Agreement and shall maintain all relevant testing documents in accord with all applicable laws and regulations;

(c) all Goods sold by you (i) are free from defects in design, material, construction and workmanship; (ii) are fit for the particular purpose for which such Goods ordinarily are used; (iii) present no risk of damage to property or injury, harm or illness to any person when used for their intended purpose, and (iv) do not infringe upon the intellectual property rights of any third party;

(d) all Goods comply with any law, rule or regulation of either the country of manufacture or the United States governing the use of child labor, slave labor, and human trafficking, and/or governing the importation into the United States of merchandise produced with child labor, slave labor, that no prison labor or human trafficking is utilized in the production of any Goods.

8. Insurance. You shall obtain and maintain, at your expense, policies of commercial general liability insurance, including products liability and completed operations liability insurance covering liabilities relating to the Goods, with a broad form Vendor's endorsement naming FD as an additional insured party, in those amounts and containing such other provisions satisfactory to FD; but in no event shall such insurance be in amounts less than (A) Commercial General Liability insurance, including contractual liability, on an occurrence form, with limits no less than \$1,000,000 each occurrence, \$2,000,000 in the General Aggregate, and (B) Umbrella liability insurance, including products liability-completed operations liability, with limits no less than \$3,000,000.

9. Indemnification. You agree to release, indemnify, defend and hold harmless FD and any of its current or former contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims,

damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) this Terms of Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) failure to protect the Account ID and password, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the Account ID and password under the terms of this Agreement.

Upon receipt of any infringement claim, FD will undertake to have the disputed material removed from public view and will also notify the user who posted the allegedly infringing material of the removal. FD has no responsibility in any action of either prosecuting or defending such claims of infringement, and cannot be held accountable in any case for damages, regardless of whether a claim of infringement is found to be true or false. When FD is threatened with suit or sued by a third party, FD may seek written assurances from you concerning your promise to indemnify FD, your failure to provide those assurances may be considered by FD, to be a material breach of this Agreement. FD shall have the right to participate in any defense by you of a third-party claim related to your use of any FD services, with counsel of our choice at your own expense. You shall have sole responsibility to defend FD against any claim, but you must receive FD prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

10. Disclaimer of Limitation of Liability. Neither party warrants against and neither shall be liable to the other party or any third party for any unavailability or inoperability of the services, telecommunications systems or the internet, technical malfunction, computer error, corruption or loss of information, or other similar injury, damage or disruption of any kind. You agree that your use of FD's website and its services is solely at your own risk. You also agree that FD's services are provided on an "as is" and "as available" basis only. FD expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. FD does not guarantee that contents of our website will be free of viruses that may interfere or damage your computer, and its data.

11. Termination of Service. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Either party may terminate this Agreement if the other party is in material breach of this Agreement and has failed to cure that breach within 10 days after written notice thereof. Additionally, FD may terminate this Agreement immediately upon written notice to Vendor if Vendor: (i) makes an assignment; (ii) ceases or threatens to cease to carry on its business, liquidates or dissolves its business, or disposes of a substantial portion of its assets; (iii) becomes insolvent or makes an assignment for the benefit of creditors, or fails generally to pay its debts as they become due or otherwise is likely to become insolvent; or (iv) voluntarily or involuntarily becomes the subject of any proceeding relating to bankruptcy, insolvency, receivership, liquidation, or other similar proceeding. Either party may terminate this Agreement as permitted under the Agreement without prejudice to any other right or remedy. In the event of cancellation or termination, you will lose all data related to your account.

12. Confidentiality. Each party (the "Receiving Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed to or acquired by the Receiving Party pursuant to or in connection with this Agreement that is either designated as proprietary or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary or confidential ("Confidential Information"); provided that each party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business. Upon request of the Disclosing Party, the Receiving Party will return to the other all materials, in any medium, that contain or reveal all or any part of any Confidential Information of the Disclosing Party. Each party acknowledges that breach of this provision by it would result in irreparable harm to the Disclosing Party, for which money damages would be an insufficient remedy, and therefore that the Disclosing Party will be entitled to seek injunctive relief to enforce these provisions without any obligation to post a bond or other security.

13. User Data Disclosure. All Content included on FD website, unless uploaded by users or partners or as stated otherwise, is the property of FD and our affiliates, licensees or other relevant third parties. FD allows third-party companies to collect non-personally identifiable information when customers visit our site. These companies

typically use a cookie or web beacon to collect this information in order to provide advertisements likely to be of interest to you. FD may share non-personal, non-individually identifiable information about our customers with the group of people with whom we share personal information, as well as with other third parties such as vendors, advertisers, and marketing firms. Sometimes we may be required to share personal information for legal reasons, for example, if we are required to do so by a regulation, court order, subpoena or other legal process.

14. Independent Contractors. The relationship between the parties hereunder is that of independent contractors and nothing herein will be deemed to create a joint venture, partnership, or agency relationship between the parties for any purpose.

15. Modifications to Agreement. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that FD may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Agreement or change to the service(s) on FD Web site, or upon notification to you by e-mail or United States mail. You agree to periodically review FD Web sites, including the current version of this Agreement available on FD Web site, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing notice to FD. Notice of your termination will be effective on receipt and processing by FD. By continuing to use FD services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. FD is not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for FD services; or in (ii) information posted on FD Web site of a general informational nature. No employee, contractor, agent or representative of FD is authorized to alter or amend the terms and conditions of this Agreement.

16. Non-Assignment. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at FD.

17. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed, omitted, and the balance of the Agreement shall remain enforceable.

18. Notices. You will make all notices, demands or requests to FD with respect to this Agreement in writing to: Fashion Domino, 921 Crocker St, #16, Los Angeles, CA 90021.

19. Force Majeure. If performance of any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision will be suspended to the extent necessary by such event. "Force Majeure" includes acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and acts of terrorism or wars. The excused Party will use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and will proceed to perform with reasonable speed whenever such causes are removed or ceased.

20. Survival. This Agreement shall be applicable for as long as the Account Username remains valid and you have not breached any provision of this Agreement

21. Entire Agreement. The Agreement and its Exhibits constitute the entire agreement between you and FD, with respect to the subject matter hereof and there is no representations, understandings or agreements which are not fully expressed in this Agreement.

22. California Law. This Agreement shall be governed in all respects by the laws of the State of California without regard to its conflict of law's provisions, and you and FD agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in the Los Angeles, California.

SIGNED, ACCEPTED, AND AGREED TO on _____ day of _____, 20____ by the undersigned parties, who acknowledge that they have read and understand this Agreement and they execute this legal document voluntarily and of their own free will.

Fashiondomino.com, Inc

Vendor: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Tel No.: _____

Fax No.: _____

Email Address: _____

EIN #: _____

Seller's Permit #: _____

