

ORDERBAY INC.

TERMS OF SERVICE AGREEMENT

Version 1.6 – Updated April 14th, 2010

This agreement is between OrderBay Inc. (OrderBay) and any individual or organization requiring OrderBay's services, hereinafter called the "Customer".

1. Right to Decline an Order Request

OrderBay reserves the right to decline the Customer's request for any of our services if it considers the request objectionable or inconsistent with the company's vision, mission or values or where a decision has been specifically taken not to fulfill orders of the type requested.

2. Charges Invoiced to the Customer

Any charges that will be directly generated from fulfilling a Customer's order such as the item cost, taxes, shipping and handling charges, customs and service fees, presently in effect or established in the future, will be billed to the Customer.

3. Purchase of Customer Orders and Bidding

OrderBay will purchase or make payment or bid for a Customer's order only after the Customer has paid the deposit or the full payment, as applicable, for the order.

4. Authorization to Proceed with an Order

Payment for an order by the Customer indicates acceptance of this agreement and authorization to proceed with the order.

5. Changes to Service Fees

Our Service Fee is subject to change without prior notice. Where the service fee is changed, OrderBay will communicate the new fee structure via our web site.

6. Payments to OrderBay

Sourcing Services: the Customer agrees to pay at least 75% of the total order cost (per the Proforma Invoice) before any purchase is made. The balance due (per the Final Invoice) is payable prior to shipment to Nigeria.

Payment Services: the Customer agrees to pay 100% of the total order cost before OrderBay proceeds with the payment.

Debit Card Services: the Customer agrees to pay 100% of the total order cost before OrderBay proceeds with the purchase of the card.