

1. **Authorization.** You (hereinafter referred to as “Client”) are engaging **PhotoIdentities Inc.** (hereinafter referred to as “PhotoIdentities”), as an independent contractor for the specific purpose of providing a World Wide Web site (hereinafter referred to as “Website Template”) to be published on the Client’s account on an Internet Service Provider (ISP) computer, hereinafter referred to as “Hosting Service”. The Client hereby authorizes PhotoIdentities to access this account, and authorizes the Hosting Service to provide PhotoIdentities, with “full access” to the Client’s account, and any other programs needed for this Website Template that are included as part of the Client’s service agreement/level.

2. **Development.**

Browser Compatibility - PhotoIdentities represents and warrants that the website we design for you will work in: Microsoft Internet Explorer versions 3 and up.

Mozilla Firefox versions 1.5.0.7 and up.

Mac Safari versions 2.0.4 and up.

•**Flash Player Compatibility** – PhotoIdentities represents and warrants that the website we design for you will work provided the required version of Flash Player is present on the user’s computer.

Hosting Provider/Server Compatibility – PhotoIdentities’ websites require Flash compatibility and **PHP version 4.0** or above to be present and enabled on the hosting server and for the **GD library** to be installed. PhotoIdentities will also require the necessary privileges to change file and folder permissions on the hosting server. **It is therefore required that the Client hosts the website on a Unix/Linux hosting plan.** PhotoIdentities provides no warranty that the site will work on your hosting provider’s server and takes no responsibility for the site being incompatible. It is the responsibility of the Client to ensure these requirements are met. If after one attempt at installing the site, it does not function correctly the purchaser agrees to host with PhotoIdentities at the current hosting rate found at www.photoidentities.com.

IMPORTANT: No Refunds will be issued due to website not working on external hosting provider sides. You are asking photoidentities to install the site at your own risk.

3. **Copyrights and Trademarks.** The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to PhotoIdentities for inclusion in the Website Template are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend PhotoIdentities and its subcontractors from any liability (including attorney’s fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

4. **Completion.** It is the responsibility of the Client to upload their own images to the website and edit any of the text elements and logos etc. which are editable via the template’s editing interface.

5. **Electronic Commerce Laws.** The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Website Template or any other services contemplated herein, and will hold harmless, protect, and defend PhotoIdentities and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client’s exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

6. **Website Template Copyright.** PhotoIdentities will own copyright to the finished website produced by PhotoIdentities. The Client will be assigned rights to use the Website Template as a website, once final payment under this agreement and any additional charges incurred have been paid. PhotoIdentities licenses the Client single use of the Website Template. Any additional copies of the Website Template require purchase of additional licenses from PhotoIdentities. Rights to or possession of graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. PhotoIdentities and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

7. **Payment Schedule.** The Client agrees to pay to Photoidentities upon execution of this agreement. All amounts must be in U.S. Dollars. No refunds will be issued after purchase.
8. **Legal Notice.** Notwithstanding anything to the contrary contained in this contract, neither Photoidentities nor any of its employees or agents, warrant that the functions contained in the Website Template will be uninterrupted or error-free. The entire risk as to the quality and performance of the Website Template is with the Client. In no event will Photoidentities be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Website Template, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if Photoidentities has been advised of the possibility of such damages.
9. **This Agreement.** This agreement constitutes the sole agreement between Photoidentities and the Client regarding this Website Template. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and Photoidentities.

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