

## Photoidentities Inc. Pro Series Website Purchase Agreement

1. **Authorization.** The Client (hereinafter referred to as “**Client**”) is 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 Photoidentities Hosting Servers, hereinafter refer to as “**Hosting Service**”.
2. **Development.** This Website Template will be developed using various commercial software.
  - Browser Compatibility** - Photoidentities represents and warrants that the website they provide you will work in:
    1. Microsoft Internet Explorer versions 7.0 and up.
    2. Mozilla Firefox versions 2.0 and up.
    3. Mac Safari versions 3.0 and up.
  - Flash Player Compatibility** – Photoidentities represents and warrants that the website they provide you will work provided the required version of Flash Player is present on the user’s computer.
  - Hosting Provider/Server Compatibility** – Photoidentities’ Site Composer websites require that they be hosted with Photoidentities Hosting service.
3. **Copyrights and Trademarks.** The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork used within 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 used by the Client.
4. **Project Delivery.** The Website Template will be published upon the receipt of full payment.
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 Template 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.** Payment for services provided hereby shall be made in accordance with the prices listed at <http://www.photoidentities.com>. In addition, hosting fees for the website will be charged annually. 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

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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.

### **10. Refund Policy. Photoidentities does not provide refunds on its websites once they have been purchased.**

#### **AGREED TO:**

##### **Client**

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Business name: \_\_\_\_\_

Domain name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Client Signature: \_\_\_\_\_