

Grafica's Terms of Service

Please read the following agreement (the "Terms") carefully. They explain the policies and rules related to your Web site subscription. By subscribing for Web site service and hosting, you are stating that you agree with Grafica to the following Terms. "You" and "Client" refer to you, the user, together with any company or other business entity you are representing.

1. Subscription

You may subscribe for Web site service and hosting, which includes your Web site that has already been developed, the ability for your customers to request appointments or place orders online, search engine optimization, and any changes you request to your site.

Cancellation/Termination

You may terminate your account at any time. You understand and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with Grafica.

2. Charges and Billing

You hereby authorize Grafica to charge your credit card in advance for all applicable fees incurred by you in connection with your service and your account. You acknowledge that it is your responsibility to notify Grafica of any changes to your credit card or if your credit card has expired; otherwise, your access to the Service may be disconnected or interrupted. All fees shall be paid in U.S. dollars.

All charges for your website will show on your credit card statement as "PayPal*Grafica."

Domain Renewal fee is \$15.00 per year for every domain that we register on your behalf.

Logo

Any logo addition to the header of the site will be billed at \$100.00.

3. Grafica's Representations and Warranties

GRAFICA'S CONTENT FURNISHED UNDER THIS AGREEMENT IS PROVIDED ON AN AS "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR STATUTORY; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. GRAFICA DOES NOT WARRANT THAT THE OPERATION OF THE SITE WILL BE CONTINUAL, UNINTERRUPTED

OR ERROR FREE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR GRAFICA'S CONTENT.

4. Intellectual Property Infringement Claims

Grafica warrants that it will not knowingly infringe on the copyright or trade secrets of any third party in performing services under this Agreement. To the extent any material used by Grafica contains matter proprietary to a third party, it shall obtain a license from the owner permitting the use of such matter and granting Grafica the right to sub-license its use. Grafica will not knowingly infringe upon any existing patents of third parties in the performance of services required by this Agreement, but Grafica MAKES NO WARRANTY OF NON-INFRINGEMENT of any United States or foreign patent.

If any third party brings a lawsuit or proceeding against Client based upon a claim that Grafica's Content breaches the third party's patent, copyright or trade secrets rights, and it is determined that such infringement has occurred, Grafica shall hold Client harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim.

This indemnification obligation shall be effective only if:

- The third party intellectual property rights involved were known to Grafica prior to delivery of Grafica's Content
- Client has made all payments required by this Agreement
- Client has given prompt notice of the claim and permitted Grafica to defend, and
- The claim does not result from Client's modification of Grafica's Content.

To reduce or mitigate damages, Grafica may at its own expense replace Grafica's Content with noninfringing content.

5. Limitation of Grafica's Liability to Client

- (a) In no event shall Grafica be liable to Client for lost profits of Client, or special or consequential damages, even if Grafica has been advised of the possibility of such damages.
- (b) Grafica's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to Grafica by Client during the twelve (12) months preceding the date the claim arose or \$500.00, whichever is less.
- (c) Grafica shall not be liable for any claim or demand made against Client by any third party except to the extent such claim or demand relates to copyright, trade secret or other proprietary rights, and then only as provided in the section of this Agreement entitled "Intellectual Property Infringement Claims."
- (d) Client shall indemnify Grafica against all claims, liabilities and costs, including reasonable attorney fees, of defending any third party claim or suit arising out of the use of Grafica's Content provided under this Agreement, other than for

infringement of intellectual property rights. Grafica shall promptly notify Client in writing of any third party claim or suit and Client shall have the right to fully control the defense and any settlement of such claim or suit.

6. Client Representations and Warranties

Client represents and warrants to Grafica as follows:

- Client has the authority to enter into and perform its obligations under this Agreement
- Client has or will obtain all necessary and appropriate rights and licenses to grant the license to Grafica to use Client's Content for the Site, and
- If Client requests links to third-party Web sites, Client has or will obtain any authorizations necessary.

7. Non-Disclosure

Grafica agrees that, except as directed by Client, it will not at any time during or after the term of this agreement disclose any of the Client's Confidential Information to any person whatsoever, unless required by law.

8. Severability

If any provision of this Agreement shall be held illegal, unenforceable, or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

9. Governing Law

These Terms are governed by the laws of the United States of America. No action or proceeding may be commenced or maintained in relation to the Services or these Terms except in a court of appropriate jurisdiction in the United States of America and you hereby irrevocably agree to attorn to the jurisdiction of such courts.