

Terms and Conditions Pertaining To Purple Lotus Website Design's Website Services

THESE ARE THE TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF WEB SITE RELATED SERVICES BETWEEN YOU (the "Customer") AND PURPLE LOTUS WEBSITE DESIGN. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOTIFY PURPLE LOTUS WEBSITE DESIGN IN WRITING WITHIN FIVE (5) DAYS OF YOUR ORDER AND THE SERVICES WILL BE CANCELED WITH NO FURTHER OBLIGATIONS BY EITHER PARTY. FAILURE TO NOTIFY PURPLE LOTUS WEBSITE DESIGN OF CANCELLATION WITHIN SUCH PERIOD SHALL BE DEEMED TO INDICATE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THEM.

1. Purple Lotus Website Design will provide Customer with the following services (the "Service(s)"), namely Purple Lotus Website Design shall build a website (the "website") for the Customer with information provided by Customer, using a website host designated by the customer. Customer hereby grants to Purple Lotus Website Design and its subcontractors the necessary rights and licenses with respect to such website to carry out obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by Purple Lotus Website Design.

2. Customer shall be responsible for the following:

- Providing Purple Lotus Website Design with all relevant information and custom images (including, but not limited to logos and other images) in connection with development of the website.
- Cooperating with Purple Lotus Website Design on an ongoing basis to enable the development of the website. For example, by providing requested input and/or feedback in a timely manner.
- Ensuring that the web site content does not infringe or violate the intellectual property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties.
- Obtaining and maintaining internet connectivity to access the website, send and receive e-mail, and access and utilize the Internet.
- Ensuring the accuracy of materials provided to Purple Lotus Website Design, including, without limitation, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer.
- Not to disseminate or otherwise misuse personal information about visitors to the website, nor to share any personal information with any third party without first obtaining the visitor's consent.
- Contacting Purple Lotus Website Design for all changes, modifications, and enhancements to the website. All completed work products, such as web pages, are considered accepted/approved unless Customer informs Purple Lotus Website Design

in writing of any required changes in the 14 days following the delivery of the said Service.

3. Customer represents to Purple Lotus Website Design that Customer is at least eighteen years old and is responsible for supervising the activities of any under-age user and is legally permitted to enter into this Agreement.

4. Purple Lotus Website Design reserves the right to terminate or suspend Service without notice if, in Purple Lotus Website Design's sole discretion, the website is intended to be used or is used by Customer in a manner that violates or may violate the following standards, and Purple Lotus Website Design reserves the right to reject or alter Customer's website content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which Purple Lotus Website Design in its sole discretion deems to be:

- An infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right;
- In violation of any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders;
- Offensive, including without limitation, bigotry, racism, discrimination, hatred, or profanity; is disparaging, defamatory, libelous, or results in an invasion of privacy; promotes or provides instructional information about illegal activities or physical harm or injury to any group, individual, institution or property; or infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret or patent right; or may violate any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders;
- States or implies that the website is placed by Purple Lotus Website Design or any party with a contractual relationship with Purple Lotus Website Design, or that such parties endorse the Customer's products or services;
- Pornographic or obscene. Purple Lotus Website Design neither sanctions nor permits website content that contains illegal or obscene material or fosters or promotes illegal activity. Further, should Customer violate this policy, Purple Lotus Website Design will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's web site, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content;
- Violent or encouraging violence;
- Disparaging, defamatory, libelous, or resulting in an invasion of privacy;
- Promotion or providing of instructional information about illegal activities or physical harm or injury to any group, individual, institution or property, or encouraging illegal or criminal conduct, or
- Promotion or facilitation of, or engaging in, consumer deception or fraud, spamming, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities.

5. Purple Lotus Website Design shall provide services to Customer, including but not limited to keyword research for the website theme, creation of the website blueprint, building of website pages, all of which shall be included in Services. The extent of the Services provided by Purple Lotus Website Design, such as the number of web pages built, shall depend on the specific service packages purchased by Customer.

6. Purple Lotus Website Design shall use best commercial efforts to deliver Services professionally and on a timely basis. Customer shall inform Purple Lotus Website Design, in writing, of any complaints or problem situations encountered as well as any special or unusual matters affecting the services being provided.

7. Purple Lotus Website Design's Services are provided on an "as is" basis. Purple Lotus Website Design's entire liability, and Customer's exclusive remedy against Purple Lotus Website Design for any failure of performance or nonperformance of any obligation under this Agreement, shall be limited to a refund of amounts paid to Purple Lotus Website Design for their Service. The entire liability of Purple Lotus Website Design, and Customer's exclusive remedy against Purple Lotus Website Design for errors in the website (other than those errors caused by Customer) shall be the correction of such errors upon notice from Customer.

EXCEPT AS EXPRESSLY STATED HEREIN, CUSTOMER'S USE OF THE WEBSITE IS AT ITS OWN RISK AND PURPLE LOTUS WEBSITE DESIGN DISCLAIMS ANY AND ALL WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TRAFFIC, LEADS AND/OR SALES GENERATION, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Purple Lotus Website Design disclaims and shall not be liable for any other loss, injury, cost or damage suffered by Customer or any third party and shall in no event be liable for consequential, special, or indirect or incidental damages, including without limitation, damages for loss of business profits, business interruption, or loss of data, arising out of or in any way connected with the use of the website and any information available on it, and the delay or inability to use the site or any information, even if Purple Lotus Website Design has been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Except as expressly stated herein, Purple Lotus Website Design disclaims any and all warranties to Customer, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose.

8. Purple Lotus Website Design will not be liable to any third parties for any direct, incidental, or consequential losses or damages suffered by such third parties for any reason, whether foreseeable or not, including, without limitation, damages for loss of profits, loss of income or earnings, loss of business opportunities, injury, or other loss or damage resulting directly or indirectly out of or in connection with the Customer's website. The foregoing shall apply despite any negligence, misconduct, errors, or

omissions by Purple Lotus Website Design, including without limitation its employees, representatives, agents, or technical operations. Customer assumes sole responsibility for:

- acquiring any authorization(s) necessary to use intellectual property (including, but not limited to, copyrights and trademarks) or information of third parties;

- acquiring any authorization(s) necessary for hypertext links to third party websites;

- the accuracy of materials provided to Purple Lotus Website Design, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer; and

- ensuring that the website content provided by Customer does not infringe or violate the intellectual property rights or any other right of any third party. Purple Lotus Website Design shall have no liability and shall be held harmless for any content provided by Customer that infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses. Purple Lotus Website Design disclaims any responsibility for any content, goods, and services available through Customer's website, or the quality or accuracy of any information in Customer's web site. Purple Lotus Website Design will not endorse, warrant, or guarantee any product or service offered through Customer's website, and will not be a party to or in any way monitor any transaction between Customer and third-party purchasers of products or services or use of the web site, including, without limitation, all sales of goods or services, credit card transactions, banking or securities transactions, or any business, service, or merchandise agreements.

9. Customer agrees to defend, indemnify, and hold harmless Purple Lotus Website Design and each of Purple Lotus Website Design's officers, directors, employees, agents, or other partners and affiliates from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim against Purple Lotus Website Design in connection with Customer's web site (including, but not limited to, web site content) and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including Purple Lotus Website Design's reasonable legal fees and expenses (whether incident to the foregoing or to Purple Lotus Website Design's enforcement of said rights or defense and indemnity).

10. Purple Lotus Website Design reserves the right to suspend or terminate Service with or without notice to Customer if Purple Lotus Website Design determines, in its sole discretion that Customer has failed to comply with any of its obligations as set forth in this Agreement.

11. As between Customer and Purple Lotus Website Design, all materials, images, photos, information, and other content provided by Customer to Purple Lotus Website Design for inclusion to the web site shall remain the sole and exclusive property of Customer. In addition, ownership interest to the web site shall be with the Customer, provided that Customer has paid Purple Lotus Website Design in full for all their

Services. Such ownership or proprietary rights assignment shall be limited to the actual web site and its underlying HTML script or coding as developed for Customer by Purple Lotus Website Design, but shall not include any rights to Purple Lotus Website Design's software, trade secrets, methodologies, processes, proprietary functions, know-how, and all intellectual property including, but not limited to, all copyrights, trademarks, patents, and trade secrets related to Purple Lotus Website Design's products or services, which shall remain the sole and exclusive property of Purple Lotus Website Design and its suppliers, affiliates, partners, and licensors.

12. Purple Lotus Website Design shall receive compensation as set forth in Schedule A attached hereto for the Services provided herein to Customer. The compensation may be changed, from time to time, upon thirty (30) days notice. Customer shall pay for web site building services in advance. We shall post all such changes on our web site..

13. Either party may terminate the Agreement in its sole discretion, on thirty (30) days written notice. In the event of termination, Purple Lotus Website Design shall reimburse only the unused portion of website building services. For further clarity, unused portion refers to resource efforts which were paid for by Customer and not yet spent by Purple Lotus Website Design. Notwithstanding the above, Purple Lotus Website Design shall have no liability to Customer or any third parties because of such termination.

14. Purple Lotus Website Design may amend these Terms and Conditions at any time by posting a revised version on its website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, Purple Lotus Website Design will provide Customer with 30 Days' prior notice of the Substantial Change. "Substantial Change" means a change to the Terms and Conditions that reduces the rights or increases the responsibilities of Customer.

15. Purple Lotus Website Design agrees that all confidential information ("Customer Confidential Information") communicated by Customer with respect to the service, including any Customer Confidential Information gained by Purple Lotus Website Design or its representatives by reason of association or assignment with Customer or its associates is confidential. Customer shall make reasonable efforts to mark as confidential any materials to be protected pursuant to this paragraph. Purple Lotus Website Design promises and agrees not to disclose any Customer Confidential Information to any other person unless specifically authorized in writing by Customer to do so, except to the extent disclosure is required by subpoena or an Order from a court of competent jurisdiction. Purple Lotus Website Design shall use its best efforts to prevent inadvertent disclosure of any Customer Confidential Information to any third party. Customer agrees that Purple Lotus Website Design may utilize the website in its promotional materials and brochures, and may but is not required to include a link to Customer's page in Purple Lotus Website Design's website.

16. Customer agrees that all documents, specifications, reports, templates, processes, software tools and all other information, of whatever kind or nature, that are related to the development of the web site herein (the "Purple Lotus Website Design Confidential

Information") are trade secrets of and having significant value to Purple Lotus Website Design and which are the intellectual property of Purple Lotus Website Design.

Customer shall not, at any time during or after the term of this Agreement or afterwards, without Purple Lotus Website Design's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Purple Lotus Website Design Confidential Information. Not included in the definition of "Purple Lotus Website Design Confidential Information" is any information that can be observed by the public on the web site.

17. Nothing contained in this Agreement shall be regarded or construed as creating any relationship (whether by way of agency, joint venture, association, or partnership) between the parties other than as an independent contractor.

18. Neither party shall have the right or authority to assume or create any obligations or make any representations, warranties or commitments on behalf of the other party or to bind the other party in any respect whatsoever, nor shall he attempt to do so.

19. Any notification to the other party to this Agreement shall be deemed effective if sent by e-mail to the last known e-mail address of such party, or if faxed to the last known fax number, or if sent by first-class mail with sufficient postage attached addressed to the last known mailing address of such party.

20. This is the entire Agreement between the parties relating to this matter and supersedes any prior agreements whether written or oral. Notices hereunder shall be in writing and must either be personally delivered or sent by registered mail or by e-mail to the address set forth herein. A party may change the address set forth herein by proper notice to the other. If any provision of this Agreement, or application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby. This Agreement shall not be assignable by the Customer without prior written consent of Purple Lotus Website Design. This Agreement shall be binding upon the Customer's successors and assigns and shall ensure to the benefit of any successors and assigns of the Customer. The parties declare that they have required that this Agreement and any related documents be drawn in the English language only.

Schedule A: Purple Lotus Website Design Fee Schedule

The Purple Lotus Website Design fee schedule shall be as follows:

- 5 Page CSS/HTML Website: \$624
- 5 Page SBI Website: \$524
- 10 Page CSS/HTML Website: \$999
- 10 Page SBI Website: \$899

- Additional Pages (per page): \$74.99
- Custom Work (per hour): \$74.99
- 2 or 3 Column SBI Look and Feel Template: \$149
- SiteSell 3 Column CSS Upload Design: \$249
- Custom CSS/HTML Website Design: \$249
- Facebook Business Page Design: \$119

All applicable taxes shall be charged to and paid by the Customer in addition to the said fees, whether billed concurrently with the fee for Purple Lotus Website Design's Service or subsequent to the Purple Lotus Website Design billing. Customer agrees to pay interest at the rate of 1.5% per month (18% per year) on all amounts not paid when due. All fees are payable in advance prior to the commencement of the Service. Purple Lotus Website Design shall also reimburse only the unused portion of website building services, as determined by Purple Lotus Website Design. For further clarity, unused portion refers to resource efforts which were paid for by Customer and not yet spent by Purple Lotus Website Design. The fees and applicable taxes are subject to change from time to time.