

TERMS AND CONDITIONS REGARDING DESIGNDIVERSO MARKETING SERVICES AGREEMENT

This document constitutes legal notice and contains the governing terms and conditions (“Terms and Conditions”) regarding the agreement (“Agreement”) between the person (the “Client”) who has subscribed to DesignDiverso marketing services offered by DesignDiverso (“DesignDiverso AKA Tancredi Leone”) for digital and offline marketing services to be provided to Client by DesignDiverso.

I. DEFINITIONS

A. “Agreement” shall mean collectively the agreement entered by DesignDiverso and contractor (“Client”) either in written or spoken form and these Terms and Conditions, including exhibits or other documents specifically incorporated by reference.

B. “Client” shall mean the person or entity who has executed a contract for DesignDiverso to provide deliverables or development services to Client pursuant to this Agreement. (Client and DesignDiverso may be referred to individually as a “Party” or collectively as the “Parties.”)

C. “Deliverables” shall mean all finished and unfinished originals or copies (when originals are unavailable) of documents, writings, HTML files, Java files, graphics files, animation files, data files, image files, technology, scripts, and programs, both in object code and source code form, all documentation, and any other deliverable prepared for Client by DesignDiverso in accordance with this Agreement.

D. “Developer Tools” shall mean any tools, both in object and source code form, that DesignDiverso has already developed or that DesignDiverso independently develops or licenses from a third party, excluding any tools that DesignDiverso creates pursuant to this Agreement. By way of example, Developer Tools may include, without limitation, toolbars for maneuvering between pages, search engines, and Java applets.

E. “Development Services” shall mean the services for development of the Web Site that are identified in the contract and this Agreement. By way of example, this may include software development, design, programming and other consulting services for the purpose of creating computer files and other content for the Web Site.

F. “Contract” shall mean the offer by DesignDiverso to Client regarding the level of service or system to be bought by Client and provided by DesignDiverso. Client's selection of a service or system level and execution of an contract either in writing or oral shall constitute an acceptance of this Agreement.

G. “DesignDiverso” (AKA Tancredi Leone) shall mean the free lancer business located in Tampere, Finland providing, among other things, web site development and other marketing services.

H. “Specifications” shall mean the functionality and service levels provided by DesignDiverso for the Web Site.

I. “Terms and Conditions” shall mean the provisions and requirements contained in this document and that are part of the Agreement between the Client and DesignDiverso. Terms and Conditions may also include amendments or changes that are posted on DesignDiverso's web site from time to time and are designated as such.

J. “Web Site” shall mean the Deliverables made available on pages under the applicable domain name(s) for a DesignDiverso Web Site. Including hosting services according to client choice.

II. SCOPE OF WORK

- A. Development Services and Deliverables. DesignDiverso shall provide Development Services and Deliverables to create a Web Site and provide marketing services for Client for the system level identified in the contract. DesignDiverso's standard design includes one home page and two secondary pages.

III. COMMENCEMENT OF WORK

- A. DesignDiverso's work shall not commence until each of the conditions below are fully satisfied:

1. Receipt of a fully executed contract or agreement;
2. Payment of the full amount of the Web Site design and development fee;
3. Client provides DesignDiverso with sufficient and appropriate High Res Images;
4. Client provides DesignDiverso with a sufficient and appropriate High Res Logo;
5. Client fully completes and submits to DesignDiverso a "Site Development Questionnaire"; and
6. Client fully completes a "Site Interview" and "Marketing Interview" with DesignDiverso.

B. Upon full completion of the above conditions, DesignDiverso's design and development team will communicate with Client within forty-eight (48) hours to establish a mutually agreeable schedule of events for building and launching Client's Web Site.

C. Subject to Client's reasonable cooperation, it is DesignDiverso's intention to complete a standard Web Site within 30 business days of commencing work. If Client has selected a custom Web Site, additional time may be required for DesignDiverso to complete the site; in which event DesignDiverso shall advise Client of the extended time.

IV. COST AND PAYMENT TERMS

A. Client shall pay DesignDiverso the amount stated for web site design and development or other services as per the contract.

B. The amount due shall be paid in full prior to start of the design and development.

C. Client payments shall be by bank transfer or via paypal. Client shall provide information sufficient to allow DesignDiverso to collect the amount due on the contract. Client shall notify DesignDiverso immediately in writing if it has any change to its bank account or banking institution and provide DesignDiverso with new information in a timely fashion to ensure payment is not disrupted or otherwise late.

D. Late Payment. In the event any payment to be made under this Agreement is not paid by its due date or Client's overall account with DesignDiverso becomes past due, DesignDiverso shall be entitled, upon five (5) days prior notice, to stop its performance under this Agreement and to exercise any and all of its remedies against the defaulting Party. This includes any amount due for Web Site hosting and/or other services, including, but not limited to, development work on Client's Web Site. DesignDiverso's remedies shall include closing Client access to the Web Site or shutting down the Web Site and discontinuing other marketing services provided such as SMM (social media management and marketing), SEM (search engine marketing), blogging, content creation etc..Late payments interest rate applied is 1.5% daily after invoice deadline.

V. DESIGNDIVERSO'S OBLIGATIONS

A. DesignDiverso shall:

1. Ensure that the Web Site conforms to the applicable Specifications for 90 days from date of delivery.
2. Perform in a professional and skillful manner and in accordance with industry standards.

3. Maintain sufficient qualified personnel to complete the Deliverables and Development Services according to this Agreement.

B. DesignDiverso shall not be responsible for links that change over time, pages that become obsolete over time, content that becomes outdated over time, defects that are not caused by DesignDiverso or other changes that do not result from any error or omission caused by DesignDiverso.

C. Automatic Extension. This Agreement shall automatically extend to (permanent) term, unless either Party gives the other Party written notice at least sixty (60) days prior to the expiration of the initial term or each renewal term thereafter. In the event DesignDiverso seeks to increase the price for these services, it shall provide notice to Client thirty (30) days prior to the expiration of the term.

D. Client acknowledges that HTML is an industry standard that contains some ambiguous provisions and that does not completely address all issues associated with the coding of Web Sites accessible via the World Wide Web. Client also acknowledges that HTML is a standard that will be amended from time to time and that not all browsers used by third parties to access the World Wide Web implement HTML in the same way. Variations in HTML coding associated with ambiguities or revisions to the HTML standard or variations among World Wide Web browsers shall not be the basis for a claim of breach of DesignDiverso obligations under this Agreement.

VI. CLIENT'S WARRANTIES AND RESPONSIBILITIES

A. Client represents and warrants that it:

1. Shall provide copies of all information, reports, records, lists and other existing data (in addition to that information provided in Section III A. above) to DesignDiverso within seventy-two (72) hours after execution of the contract concerning the product(s) or service(s) to be published on the web-pages necessary for DesignDiverso to perform the Development Services and provide the Deliverables to construct the Web Site.

2. Is authorized and has the right to use any personal or corporate name, trademarks, endorsement, language and any other items used in the Web Site pursuant to this Agreement. Client shall indemnify, hold harmless and defend DesignDiverso and its affiliates, subsidiaries, related entities, employees, officers, directors, independent contractors, representatives and agents from any and all damages arising out of any breach of this representation and warranty. Client shall be solely responsible for protecting its copyright, trademark or other rights or interests in any copy, illustration, language and any other items used in the Web Site under this Agreement.

3. Shall pay in full all amounts owing under this Agreement as identified in the Enrollment Contract. Client's breach of this provision, including any periodic payment, shall be deemed a material breach and render all outstanding amounts accelerated in full and due and payable.

4. Client acknowledges there are inherent limitations to the use of the internet, and that DesignDiverso's services may be subject to such limitations or delays or other problems that are inherent with using the internet as a form of communication. DesignDiverso shall not be responsible for any delays, delivery failures or other problems resulting from internet use or connections not within its control.

VII. PROPRIETARY RIGHTS

A. All materials, documentation, computer programs, inventions (whether or not patentable), pictures, social media network pages, audio, video, artistic works, graphics and all works of

authorship, including all worldwide rights therein under patent, copyright, trade secret, or other property right, created or developed by DesignDiverso while providing Services (collectively, "Work Product") is owned by DesignDiverso. Work Product shall not include the Confidential Information (defined below) of Client. If ownership of all right, title, and interest of the intellectual property rights in the Work Product shall not otherwise vest exclusively in DesignDiverso, Client hereby assigns to DesignDiverso, and upon the future creation thereof automatically assigns to DesignDiverso, without further consideration, the ownership of all Work Product.

B. Deliverables. The parties recognize that DesignDiverso shall be deemed to be the sole author of the Deliverables and shall own all right, title, and interest in and to all Deliverables, including all intellectual property rights to the Web Site and marketing services.

C. Developer Tools. shall own all right, title, and interest to the Developer Tools, and any of its content. Client shall have the right to use the Specifications and Web Site for the performance of its obligations under this Agreement.

D. Web Site. DesignDiverso shall own all right, title, and interest to the Web Site, and any of its content. Client shall have the right to use the Specifications and Web Site for the performance of its obligations under this Agreement.

E. Cooperation. DesignDiverso shall reasonably cooperate with Client during this Agreement in the procurement and the maintenance of any intellectual property rights to which Client is entitled as a result of the Deliverables and the Development Services.

F. Domain Name(s). DesignDiverso assumes all responsibility for the integrity and maintenance of the domain name. Upon Client's approval, DesignDiverso may purchase and own the domain/s name/s.

G. Customer Lists. See DesignDiverso's Web Site and its Privacy Policy for how DesignDiverso handles Client customer list information. (<https://www.designdiverso.com/privacypolicy.pdf>)

VIII. ACCEPTANCE BY CLIENT

DesignDiverso shall make available final versions of the Deliverables for Client's final review and acceptance. Client shall have two (2) business days to review and evaluate the Deliverables to assess whether it meets the Specifications. The failure of Client to provide notice of its non-acceptance within five (5) business days following availability of the Deliverables to it shall constitute Client's final acceptance.

IX. INDEMNIFICATION

A. Both Parties shall defend, indemnify, and hold the other harmless for any and all damages, charges, losses, and expenses (including reasonable attorney fees and costs) for any claim arising out of the negligence of the other Party, provided that the indemnifying Party receives timely notice of such claim and controls all litigation and settlements.

B. Infringement Indemnification:

1. DesignDiverso warrants that any Deliverables or Developer Tools shall not infringe on the intellectual property rights of any third party;

2. Client warrants that the information provided to DesignDiverso shall not infringe on the intellectual property rights of any third party or any rights of publicity or privacy.

3. Both parties shall defend, indemnify, and hold the other harmless for any and all damages, charges, losses, and expenses (including reasonable attorney fees and costs) for any claim arising

out of the breach of this section, provided that the indemnifying Party receives timely notice of such claim and controls all litigation and settlements.

4. Client warrants that DesignDiverso shall have the right on behalf of the Client to use Client's customer lists and to email to that list. Client shall indemnify, defend and hold DesignDiverso harmless from any claim by any person on that list claiming the person should not be included.

X. LIMITATION OF LIABILITY AND WAIVER OF DAMAGES BY CLIENT

THE MAXIMUM AMOUNT CLIENT MAY RECOVER FOR ANY DAMAGES RELATING TO THIS AGREEMENT, INCLUDING DAMAGES RESULTING FROM ERRORS IN OR OMISSIONS OF THE DEVELOPMENT SERVICES OR DELIVERABLES, SHALL NOT EXCEED THE AMOUNT THAT CLIENT HAS PAID TO DESIGNDIVERSO. CLIENT WAIVES ANY CLAIM FOR DAMAGES, INCLUDING ANY DAMAGES RECOVERABLE IN CONTRACT, TORT AND OTHERWISE (INCLUDING CONSEQUENTIAL DAMAGES), AND WHETHER CAUSED BY DESIGNDIVERSO, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ASSIGNS, OR OTHERWISE TO THE EXTENT THAT DAMAGES EXCEED THE AMOUNT THAT CLIENT HAS PAID TO DESIGNDIVERSO. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES ARISING FOR BREACH OF THIS AGREEMENT IS AGAINST DESIGNDIVERSO.

AS A CONDITION PRECEDENT TO ANY CLAIM FOR DAMAGES, CLIENT SHALL GIVE WRITTEN NOTICE OF ANY ALLEGED CLAIM, DEFECT, ERROR OR OMISSION RELATING TO ANY WEB SITE WHICH IS THE SUBJECT OF THIS AGREEMENT OR OF ANY RELATED WEB-PAGE ITEM. SUCH WRITTEN NOTICE SHALL BE PROVIDED TO DESIGNDIVERSO WITHIN SIXTY (60) DAYS AFTER CLIENT LEARNS OR SHOULD HAVE LEARNED OF THE GROUNDS FOR THE CLAIM. THE FAILURE BY CLIENT TO PROVIDE PROPER AND TIMELY WRITTEN NOTICE SHALL BE AN ABSOLUTE BAR TO ANY CLAIM AGAINST DESIGNDIVERSO. CLIENT SHALL PAY DESIGNDIVERSO FOR ANY WEB SITE ITEM NOT THE SUBJECT TO CLIENT'S CLAIM.

XI. TERMINATION

A. The Agreement shall remain in full force and effect until completed unless terminated earlier as set forth below.

B. Either Party may terminate this Agreement for cause as the result of a material breach by the alleged breaching Party. Upon an alleged material breach, the non-breaching Party shall provide written notice to the alleged breaching Party, which notice shall identify the basis for the claim of alleged breach, including the provisions of the Agreement that are claimed to have been breached. The alleged breaching Party shall have sixty (60) days after receiving written notice during which to cure the alleged breach, or explain in writing why it has not breached. Should a breaching Party fail to cure a material breach within sixty (60) days of the receipt of notice; the Agreement shall be deemed terminated without further notice.

C. Should DesignDiverso properly terminate this Agreement for cause due to a material breach, it shall be entitled to immediately shut-down online access by any third person to the Web Site. In addition, delinquent payments shall bear interest at 1.5% per month on any outstanding balance, or the maximum permitted to be charged by law, plus all expenses of collection, including actual attorneys' fees.

D. Client may terminate this Agreement without cause, provided that Client shall pay DesignDiverso the full amount due for the complete Web Site development and marketing services identified in the Enrollment Contract in both written form.

XII. CONFIDENTIAL INFORMATION

A. DesignDiverso's confidential information shall include the Web Site, until it is disclosed to the public, all passwords used in connection with the Web Site, all Deliverables and documents related to Deliverables, and any other information marked "confidential."

B. DesignDiverso's confidential information also shall include the source code of any Developer Tools.

C. Each Party shall hold confidential information in confidence and shall not disclose such confidential information to any third party or use it for any purpose not set forth in this Agreement. Confidential information shall not include information (a) already known by the recipient, (b) that becomes known to the public through no act or fault of the recipient, (c) received by a third party with no restriction on disclosure or use, or (d) independently developed by recipient without reference to the other Party's confidential information.

D. Client may provide confidential information, including but not limited to names, contact information, technical information about its customers and the services Client provides to DesignDiverso. Client acknowledges that DesignDiverso may use the confidential information to perform its work under this Agreement.

XIII. PERSONAL JURISDICTION AND LITIGATION

Client expressly consents to the personal jurisdiction of the state and courts located in the Tampere region in accordance to Finnish law for any lawsuit filed against it (or him or her) by DesignDiverso relating in any way to this Agreement.

XIV. MISCELLANEOUS PROVISIONS

A. Entire Agreement: These Terms and Conditions, together with the Enrollment Form, constitute the entire agreement with regard to the services and deliverables offered and supersede any prior written or oral agreement relating to the services and deliverables to be provided herein. These Terms and Conditions shall be binding upon the heirs, successors and assigns of the Parties.

B. Counterparts: This Agreement may be executed in counterparts, in the event of which multiple copies of this Agreement containing the signatures of all Parties shall constitute a complete Agreement.

C. Severability: Except as otherwise specified herein, the invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement which shall remain in full force and effect.

D. Compliance With Laws: Both Parties shall comply with all applicable international, national, and local laws and regulations. For a Party located outside of Finland, the Party shall be bound by the laws and jurisdiction of Finland and the Tampere region and hereby waives any rights under any international law or treatise.

E. Survival: Sections VI, VII, IX, X, XII, XIII and XIV shall survive termination of this Agreement.

F. Governing Law: This Agreement shall be governed in all respects by the laws of Finland without regard to its conflict or choice of laws provisions.

G. Amendment: No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both Parties.

H. Priority: In case of any conflict or ambiguity between the Enrollment Form and the Terms and Conditions, the Terms and Conditions shall control.

I. Authority: Each Party represents and warrants that the execution of the Enrollment Form and corresponding acceptance of this Agreement has been duly and validly authorized by all necessary persons (including by corporate resolutions or other action, if necessary) and that it is a valid and binding obligation of each such Party. Each Person represents and warrants that he or she was authorized and had the apparent authority to execute the Enrollment Form and corresponding acceptance of this Agreement and that it is a valid and binding obligation of each Party.

J. Force Majeure: DesignDiverso shall not be liable for any delay or interruption in services or Deliverables directly or indirectly caused by acts of God, fire, flood, accident, war, government intervention, labor difficulties, equipment failure, or other difficulties which are beyond the control and without fault and negligence of DesignDiverso and its affiliates, subsidiaries, related entities, employees, officers, directors, independent contractors, representatives and agents.

K. No Assignment: Client shall not assign this Agreement without the written consent of DesignDiverso.

L. Notices. All notices required under this Agreement shall be delivered via facsimile or email and registered mail, return receipt requested to DesignDiverso's office at katraankatu 3 d 64 Tampere, Finland. Notices to Client shall be sent to the address stated on the Enrollment Form.

TERMS AND CONDITIONS REGARDING DESIGNDIVERSO MARKETING'S WEB SITE HOSTING AND MAINTENANCE AGREEMENT

This document constitutes legal notice and contains the governing terms and conditions ("Terms and Conditions") regarding the agreement ("Agreement") between the person (the "Client") who has accepted an Enrollment Form (the "Enrollment Form") offered by DesignDiverso ("DesignDiverso") for web site hosting and maintenance services to be provided to Client by DesignDiverso. DesignDiverso's web site development services, if selected by Client on an Enrollment Form, are governed by the Terms and Conditions Regarding DesignDiverso's Web Site Development and Marketing services Agreement.

I. DEFINITIONS

A. "Agreement" shall mean collectively the Enrollment Form and these Terms and Conditions, including exhibits or other documents specifically incorporated by reference.

B. "Client" shall mean the person or entity who has executed an Enrollment Form for DesignDiverso to host and maintain Client's web site pursuant to this Agreement. (Client and DesignDiverso may be referred to individually as a "Party" or collectively as the "Parties.")

C. "Enrollment Form" shall mean the offer by DesignDiverso to Client regarding the level of service or system to be bought by Client and provided by DesignDiverso. Client's selection of a service or system level and execution of an Enrollment Form shall constitute an acceptance of this Agreement.

D. "DesignDiverso" (AKA Tancredi Leone) shall mean the free lancer business located in Tampere, Finland providing, among other things, web site development, hosting, maintenance and other marketing services.

E. "Terms and Conditions" shall mean the provisions and requirements contained in this document and that are part of the Agreement between the Client and DesignDiverso. Terms and Conditions may also include amendments or changes that are posted on DesignDiverso's web site from time to time and are designated as such.

F. "Web Site" shall mean the pages under the applicable domain name(s) for a DesignDiverso Marketing Web Site. The Web Site shall include electronic content uploaded to the hosting server, including hypertext, graphic, audio, video, CGI forms and hyperlinks.

II. SCOPE OF WORK

A. DesignDiverso shall host Client's Web Site in accordance with system level identified in the Enrollment Form. DesignDiverso shall perform all reasonable and necessary duties and responsibilities during the term of this Agreement to host the Web Site through third party services or own service. DesignDiverso's Standard Design includes one home page and two secondary pages.

III. TERM OF AGREEMENT, EXTENSIONS AND COMMENCEMENT OF HOSTING

A. Term. This Agreement shall be for a term of three (3) years commencing from the date the Enrollment Form is received by DesignDiverso at its studio office. This Agreement may be terminated only as provided for in this Agreement.

B. Automatic Extension. This Agreement shall automatically extend for (permanent) terms, unless either Party gives the other Party written notice at least sixty (60) days prior to the expiration of the initial term or each renewal term thereafter. In the event DesignDiverso seeks to increase the price for these services, it shall provide notice to Client thirty (30) days prior to the expiration of the term.

C. Upon Client's final acceptance of a DesignDiverso Web Site, DesignDiverso shall install the Web Site on the applicable server and begin hosting.

IV. COST AND PAYMENT TERMS

A. Client shall pay DesignDiverso the amount stated for hosting, maintenance and other services as per the Enrollment Form and this Agreement.

B. The amount due shall be paid in monthly installments in advance of the month for which DesignDiverso shall provide hosting and maintenance services.

C. Client payments shall be by bank transfer or via paypal. Client shall provide information sufficient to allow DesignDiverso to collect the amount due on the Enrollment Form. Client shall notify DesignDiverso immediately in writing if it has any change to its bank account or banking institution and provide DesignDiverso with new information in a timely fashion to ensure payment is not disrupted or otherwise late.

D. Late Payment. In the event any payment to be made under this Agreement is not paid by its due date or Client's overall account with DesignDiverso becomes past due, DesignDiverso shall be entitled, upon five (5) days prior notice, to stop its performance under this Agreement and to exercise any and all of its remedies against the defaulting Party. This includes any amount due for Web Site hosting and/or other services, including, but not limited to, development work on Client's Web Site. DesignDiverso's remedies shall include closing Client access to the Web Site or shutting down the Web Site to users.

V. DESIGNDIVERSO'S OBLIGATIONS

A. DesignDiverso shall:

1. Perform in a professional and skillful manner and in accordance with industry standards.
2. Maintain sufficient qualified personnel throughout the term of this Agreement to complete the Hosting and Maintenance Services according to this Agreement.
3. Limitation of Service. Unfortunately, computers need routine maintenance and sometimes break down. Also, DesignDiverso cannot control the timing or volume of attempts to access DesignDiverso's server. As a result, DesignDiverso does not guarantee that Client or any third parties will be able to access the Client Web Site at any particular time. DesignDiverso access services are provided on an "as-is, as-available" basis. Client agrees that its use of the Services and the Internet is solely at Client's risk and is subject to all applicable local, state, national and international laws and regulations. DesignDiverso assumes no responsibility for any commercial transactions attempted or completed involving the Service. DesignDiverso does not own or control all of the various facilities and communication lines through which access may be provided. Accordingly, DesignDiverso assumes no responsibility for the security of Client's Web Site including, but not limited to, user access. It is DesignDiverso's policy to cooperate with law enforcement authorities and to notify such authorities if it suspects that Client is engaged in illegal activities. Client acknowledges and understands that anyone, including a minor, who has access to Client's user identification and password, can also gain access to the Client Web Site. Client also acknowledges and agrees that (a) it is responsible for developing and maintaining procedures (apart from the Services) to protect the content of the Web Site, including making appropriate back-up copies of the content; and (b) DesignDiverso is not responsible for backup and restoration of the content. For the purposes of network maintenance, DesignDiverso may use, copy, display, store, transmit, translate, view and distribute the content to multiple domestic and international servers. Client agrees that access to the content will not prohibit or prevent DesignDiverso from developing or marketing any offering or product. DesignDiverso is not responsible for transmission errors, disclosure, erasure, or corruption or security of data or content.

VI. CLIENT'S WARRANTIES AND RESPONSIBILITIES

A. Client represents and warrants that it:

1. Shall satisfy all conditions to develop the Web Site and provide copies of all information, reports, records, lists and other existing data to DesignDiverso within seventy-two (72) hours after execution of the Enrollment Form concerning the product(s) or service(s) to be published on the web-pages necessary for DesignDiverso to perform the Development Services and provide the Deliverables to construct the Web Site.
2. Is authorized and has the right to use any copy, illustration, personal or corporate name, copyrighted material, graphic or pictorial reproduction, trade names, trademarks, endorsement, language and any other items used in the Web Site pursuant to this Agreement. Client shall indemnify, hold harmless and defend DesignDiverso and its affiliates, subsidiaries, related entities, employees, officers, directors, independent contractors, representatives and agents from any and all damages arising out of any breach of this representation and warranty. Client shall be solely responsible for protecting its copyright, trademark or other rights or interests in any copy, illustration, language and any other items used in the Web Site under this Agreement.
3. Shall pay in full all amounts owing under this Agreement as identified in the Enrollment Form. Client's breach of this provision, including any periodic payment, shall be deemed a material breach and render all outstanding amounts accelerated in full and due and payable.
4. Client acknowledges there are inherent limitations to the use of the internet, and that DesignDiverso's services may be subject to such limitations or delays or other problems that are

inherent with using the internet as a form of communication. DesignDiverso shall not be responsible for any delays, delivery failures or other problems resulting from internet use or connections not within its control. (For example, an internet provider blocking an email domain name, through no fault of DesignDiverso.)

5. In addition to the obligations of Client as otherwise specified in this Agreement, Client shall be solely responsible for the following:

a. Selection of products and services, including the Web Site Services, to achieve Client's intended results;

b. The accuracy and content of any information provided by Client to DesignDiverso;

c. Any information, programs and other information that Client receives as a result of the use of the Web Site Services, including, without limitation, the entire responsibility for any losses of data, programs, breaches of security, viruses, and disabling or harmful devices that Client may download or otherwise experience as a result of Client's use of the Web Site Services;

d. Utilization of the Web Site Services in a manner consistent with any and all applicable laws and regulations;

e. Prohibition Against Spam. Client agrees not to send Spam or receive replies to Spam. Client is prohibited from using DesignDiverso's network to transmit any Spam messages or to receive any replies from Spam. Client agrees not to link to any part of DesignDiverso's network, either directly or indirectly (including Client's Web Site) any Spam message Client may send from any source and Client agrees to not send any Spam from any source which contains any E-mail or network address which is a part of DesignDiverso's network. For purposes of this Agreement, "Spam" shall mean Internet messages sent to a large number of people similar to "junk mail." (DesignDiverso adheres to applicable regulations, including the CANSPAM Act of 2003 and unsolicited bulk email.) DesignDiverso shall not be responsible, nor liable, for any Spam that comes across Client's personal account.

f. The functionality and oversight of any "shopping cart" use; and

g. Any violation of this Section shall result in immediate termination of the Client's right to use DesignDiverso's network, provide grounds for the immediate termination of this Agreement by DesignDiverso and subject the Client to liquidated damages.

VII. OWNERSHIP OF CODE AND USER INFORMATION

A. Source and Object Code. The parties acknowledge and agree that DesignDiverso has previously developed source and object code for purposes of creating an operational Web Site and that said source and object code (hereinafter collectively referred to as "Source Code") is owned exclusively by DesignDiverso and that there is no intention of the Parties to convey any rights or licenses of such Source Code to Client based upon this Agreement. Furthermore, there is no agreement for DesignDiverso to provide a sub-license to Client for any software to which DesignDiverso is a licensee.

B. Client Materials. All materials, documentation, computer programs, inventions (whether or not patentable), pictures, audio, video, artistic works, and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, or other property right, created or developed by DesignDiverso while providing Services (collectively, "Work Product") is owned by DesignDiverso. Work Product shall not include the Confidential Information (defined below) of Client. If ownership of all right, title, and interest of the intellectual property rights in the Work Product shall not otherwise vest exclusively in DesignDiverso, Client hereby assigns to

DesignDiverso, and upon the future creation thereof automatically assigns to DesignDiverso, without further consideration, the ownership of all Work Product.

C. User Information. Client shall have the right to use, consistent with the Client Responsibilities set forth herein, all user data collected by DesignDiverso from the Client Web Site, which information shall be considered as propriety to the Client.

VIII. WARRANTIES AND LIMITATIONS ON DAMAGES

A. Limitations on Liability. Client agrees that the Web Site Services are provided "AS IS" and on an "AS AVAILABLE" basis.

DESIGNDIVERSO'S LIABILITY TO CLIENT UNDER THIS AGREEMENT IS LIMITED TO THE WARRANTY AND SERVICE LEVEL GUARANTEE SET FORTH AT SECTION V ABOVE. DESIGNDIVERSO DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SERVICE OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT SHALL DESIGNDIVERSO OR ANY OTHER PARTY INVOLVED IN PROVIDING SERVICES UNDER THIS AGREEMENT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICES, WHETHER ARISING IN CONTRACT OR IN TORT, OR RESULTING FROM THE FAULT OR NEGLIGENCE OF DESIGNDIVERSO, EVEN IF DESIGNDIVERSO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DESIGNDIVERSO DOES NOT MONITOR OR EXERCISE CONTROL OVER THE CONTENT OR THE INFORMATION RESIDING ON ITS WEB HOSTING SERVERS OR TRANSMITTED THROUGH ITS SYSTEM.

DESIGNDIVERSO MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE CLIENT WEB SITE, AND CLIENT UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT CLIENT'S OWN RISK. The foregoing disclaimer shall apply unless otherwise prohibited by law.

B. Force Majeure. DesignDiverso will not be liable for delays, damages or failures in performance due to events of Force Majeure (causes beyond our reasonable control), including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, an inability to obtain necessary equipment or services, the severing of off-site communication lines by a third party, or other events of force majeure.

IX. CONFIDENTIAL INFORMATION

A. Use of Confidential Information. Each party hereto: (a) shall use the same care and discretion, but in no event less than reasonable care and discretion, to prevent disclosure, publication, or dissemination of the other Party's Confidential Information (defined below) as it employs with similar information of its own; and (b) shall not use, reproduce, distribute, disclose, or otherwise disseminate the Confidential Information except in connection with the performance of its obligations under this Agreement.

B. Definition of Confidential Information. As used herein the term "Confidential Information" means any and all data and information relating to the business of the disclosing party (i) of which the receiving party becomes aware as a consequence of, or through, this Agreement; (ii) which has value to the disclosing party and is not generally known by its competitors; (iii) which is treated by the disclosing party as confidential; and (iv) which has been reduced to tangible form and marked clearly and conspicuously with a legend identifying its confidential or proprietary nature; provided, however, that Confidential Information does not include any data or information which is already

known to the receiving party, or which (1) has become generally known to the public through no wrongful act of the receiving party; (2) has been rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the other party hereto; (3) has been disclosed pursuant to a requirement of a governmental agency or of law without similar restrictions or other protection against public disclosure, or is required to be disclosed by operation of law; (4) is independently developed by the receiving party without use, directly or indirectly, of the Confidential Information received from the other party hereto; or (5) is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information. Confidential Information may include, but is not limited to, information relating to the products, processes, or financial affairs of the disclosing party.

X. INDEMNIFICATION

A. Both Parties shall defend, indemnify, and hold the other harmless for any and all damages, charges, losses, and expenses (including reasonable attorney fees and costs) for any claim arising out of the negligence of the other Party, provided that the indemnifying Party receives timely notice of such claim and controls all litigation and settlements.

B. Infringement Indemnification:

1. DesignDiverso warrants that any Deliverables, Developer Tools, or Provider-made changes to the Specifications shall not infringe on the intellectual property rights of any third party;

2. Client warrants that the information it provides to DesignDiverso shall not infringe on the intellectual property rights of any third party or any rights of publicity or privacy.

3. Both parties shall defend, indemnify, and hold the other harmless for any and all damages, charges, losses, and expenses (including reasonable attorney fees and costs) for any claim arising out of the breach of this section, provided that the indemnifying party receives timely notice of such claim and controls all litigation and settlements.

4. Client warrants that DesignDiverso shall have the right on behalf of the Client to use Client's customer lists and to email to that list. Client shall indemnify, defend and hold DesignDiverso harmless from any claim by any person on that list claiming the person should not be included.

XI. LIMITATION OF LIABILITY AND WAIVER OF DAMAGES BY CLIENT

THE MAXIMUM AMOUNT CLIENT MAY RECOVER FOR ANY DAMAGES RELATING TO THIS AGREEMENT, INCLUDING DAMAGES RESULTING FROM ERRORS IN OR OMISSIONS OF THE DEVELOPMENT SERVICES OR DELIVERABLES COVERED BY IT, SHALL NOT EXCEED THE AMOUNT THAT THE CLIENT HAS PAID TO DESIGNDIVERSO. CLIENT WAIVES ANY CLAIM FOR DAMAGES, INCLUDING ANY DAMAGES RECOVERABLE IN CONTRACT, TORT AND OTHERWISE (INCLUDING CONSEQUENTIAL DAMAGES), AND WHETHER CAUSED BY DESIGNDIVERSO, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ASSIGNS, OR OTHERWISE TO THE EXTENT THAT DAMAGES EXCEED THE AMOUNT THAT CLIENT HAS PAID TO DESIGNDIVERSO. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES ARISING FOR BREACH OF THIS AGREEMENT IS AGAINST DESIGNDIVERSO.

AS A CONDITION PRECEDENT TO ANY CLAIM FOR DAMAGES, CLIENT SHALL GIVE WRITTEN NOTICE OF ANY ALLEGED CLAIM, DEFECT, ERROR OR OMISSION RELATING TO ANY WEB SITE WHICH IS THE SUBJECT OF THIS AGREEMENT OR OF ANY RELATED WEB-PAGE ITEM. SUCH WRITTEN NOTICE SHALL BE PROVIDED TO DESIGNDIVERSO WITHIN SIXTY (60) DAYS AFTER CLIENT LEARNS OR SHOULD HAVE LEARNED OF THE GROUNDS FOR THE CLAIM. THE FAILURE BY CLIENT TO PROVIDE PROPER AND TIMELY WRITTEN

NOTICE SHALL BE AN ABSOLUTE BAR TO ANY CLAIM AGAINST DESIGNDIVERSO. CLIENT SHALL PAY DESIGNDIVERSO FOR ANY WEB SITE ITEM NOT SUBJECT TO CLIENT'S CLAIM, INCLUDING ANY ALLEGED CLAIM, DEFECT, ERROR OR OMISSION.

XII. TERMINATION

A. The Agreement shall remain in full force and effect until completed unless terminated earlier as set forth below.

B. Either Party may terminate this Agreement for cause as the result of a material breach by the alleged breaching Party. Upon an alleged material breach, the non-breaching Party shall provide written notice to the alleged breaching Party, which notice shall identify the basis for the claim of alleged breach, including the provisions of the Agreement that are claimed to have been breached. The alleged breaching Party shall have sixty (60) days after receiving written notice during which to cure the alleged breach, or explain in writing why it has not breached. Should a breaching Party fail to cure a material breach within sixty (60) days of the receipt of notice; the Agreement shall be deemed terminated without further notice.

C. Should DesignDiverso properly terminate this Agreement for cause due to a material breach, it shall be entitled to immediately shut-down online access by any third person to the Web Site. In addition, delinquent payments shall bear interest at 1.5% per month on any outstanding balance, or the maximum permitted to be charged by law, plus all expenses of collection, including attorneys' fees.

D. Client may terminate this Agreement without cause, provided that Client shall pay DesignDiverso the full amount due for the contract balance for Web Site hosting and maintenance identified in the Enrollment Form with sixty (60) days written notice.

E. Any breach by Client of its payment obligations shall be deemed a material breach. Client shall have five (5) days to cure the outstanding obligations in full; otherwise, DesignDiverso shall be entitled to immediately shut-down online access by any third person to the Web Site. DesignDiverso shall be entitled to charge a reconnection fee in the event Client's online access is shut down due to non-payment.

XIII. PERSONAL JURISDICTION AND LITIGATION

Client expressly consents to the personal jurisdiction of Tampere region and under the law of Finland any lawsuit filed against him or her (or entity) by DesignDiverso relating in any way to this Agreement.

XIV. MISCELLANEOUS PROVISIONS

A. Entire Agreement: These Terms and Conditions, together with the Enrollment Form, constitute the entire agreement with regard to the services and deliverables offered and supersede any prior written or oral agreement relating to the services and deliverables to be provided herein. These Terms and Conditions shall be binding upon the heirs, successors and assigns of the Parties.

B. Counterparts: This Agreement may be executed in counterparts, in the event of which multiple copies of this Agreement containing the signatures of all Parties shall constitute a complete Agreement.

C. Severability: Except as otherwise specified herein, the invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement which shall remain in full force and effect.

D. Compliance With Laws: Both Parties shall comply with all applicable international, national, and local laws and regulations. For a Party located outside of Finland, the Party shall be bound by the laws and jurisdiction of Finland and hereby waives any rights under any international law or treatise.

E. Survival: Sections IV, VI, VII, VIII, IX, X, XI, XIII and XIV shall survive termination of this Agreement.

F. Governing Law: This Agreement shall be governed in all respects by the law of Finland without regard to its conflict or choice of laws provisions.

G. Amendment: No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both Parties.

H. Priority: In case of any conflict or ambiguity between the Enrollment Form and this Agreement, the provisions of this Agreement shall control.

I. Authority: Each Party represents and warrants that the execution of the Enrollment Form and corresponding acceptance of this Agreement has been duly and validly authorized by all necessary persons (including by corporate resolutions or other action, if necessary) and that it is a valid and binding obligation of each such Party. Each Person represents and warrants that he or she was authorized and had the apparent authority to execute the Enrollment Form and corresponding acceptance of this Agreement and that it is a valid and binding obligation of each Party.

J. Force Majeure: DesignDiverso shall not be liable for any delay or interruption in services or Deliverables directly or indirectly caused by acts of God, fire, flood, accident, war, government intervention, labor difficulties, equipment failure, or other difficulties which are beyond the control and without fault and negligence of DesignDiverso and its affiliates, subsidiaries, related entities, employees, officers, directors, independent contractors, representatives and agents.

K. No Assignment. Client shall not assign this Agreement without the written consent of DesignDiverso.

L. Notices. All notices required under this Agreement shall be delivered via facsimile or email and registered mail, return receipt requested to DesignDiverso's (Tancredi Leone) office at katraankatu 3 d 64 Tampere, Finland. Notices to Client shall be sent to the address stated on the Enrollment Form.