



# Precision Arts Advertising Inc.

Professional Business-to-Business Full-Service Advertising

## Terms of Service Agreement

Effective Date: October 4, 2011

This Agreement ("Agreement") is by and between Precision Arts Advertising Inc. ("Precision Arts"), a Massachusetts corporation, and you the Client, your heirs, agents, successors and assigns ("Client"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Client's use of Precision Arts' services ("Services") and explains Precision Arts' obligations to Client, and Client's obligations to Precision Arts in relation to the services Client purchases. By accessing or otherwise using this site, you agree to be bound contractually by the Terms of Service Agreement and Policies.

This Agreement, as well as any additional Precision Arts' policies, together with all modifications thereto, constitute the complete and exclusive agreement between Client and Precision Arts concerning Client's use of Precision Arts' services; supersedes and governs all prior proposals, agreements, or other communications. All Precision Arts' policies and agreements specific to particular software and service are incorporated herein and made part of this Agreement by reference, including the dispute policy. By purchasing Precision Arts' services, Client acknowledges that they have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which Precision Arts may establish from time to time, and any agreements that Precision Arts is currently bound by or will be bound by in the future. In addition to transactions entered into by Client on their behalf, Client also agrees to be bound by the terms of this Agreement for transactions entered into on Client's behalf by anyone acting as their Agent, and transactions entered into by anyone who uses the account established with Precision Arts, whether or not the transactions were in Client's behalf. Client acknowledges that Precision Arts' acceptance of any application made for Services provided will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Scottsdale, Arizona, USA. The General Terms apply to all customers of Precision Arts. Client's access or use of this site after Precision Arts posts a change, means Client expressly agrees to accept that change. Client should review the Terms of Service Agreement periodically for modifications by referencing the Effective Date posted above.

Precision Arts is required by law to collect all applicable sales taxes for orders delivered to an address within the state of Massachusetts. Tax-exempt and resale Clients must provide a Massachusetts Sales Tax Exemption Certificate for a refund of sales taxes.

In the course of providing you services, Precision Arts or its agents may need to communicate with you via eMail, and Client agrees to receive eMails from Precision Arts and its agents which are specific to Client's account and necessary for the normal functioning of this site, consistent with the limitations provided in Precision Arts' Privacy Policy.

# General Terms Applicable to All Services

1. **TERM OF AGREEMENT; MODIFICATIONS.** Client agrees that Precision Arts may modify this Agreement and the Services from time to time. Client agrees to be bound by any changes Precision Arts may reasonably make to this Agreement when such changes are made. If Client has purchased Services from Precision Arts, the term of this Agreement shall continue in full force and effect as long as Client takes advantage of and use the Services. In the event Client terminate their usage, Precision Arts will not refund any amounts Client has paid. Client agrees that Precision Arts shall not be bound by any representations made by third parties who Client may use to purchase Services from Precision Arts, and that any statement of a general nature, which may be posted on Precision Arts' website or contained in Precision Arts' promotional materials, will not bind Precision Arts. Precision Arts may, at times, offer certain promotions with different charges and features. Client agrees to be responsible for notifying Precision Arts should Client desire to terminate use of Precision Arts' Services, and that notification will be made in writing, no earlier than 10 days and no later than 3 days prior to Client's billing date.

2. **ACCURATE INFORMATION.** Client agrees to maintain accurate information, providing updates to Precision Arts, as needed, while using Precision Arts' Services. Client agrees to notify Precision Arts within 5 business days when any change of information Client provided as part of the application and/or registration process changes. Failure by Client, for whatever reason, to respond within 5 business days to any inquiries made by Precision Arts to determine the validity of information provided will constitute a material breach of this Agreement. Client agrees that Precision Arts may use and rely on any such information provided for all purposes in connection with Client's Services, subject to Precision Arts' Privacy Policy. If Client provides any information that is inaccurate, not current, false, misleading or incomplete, or if Precision Arts has reasonable grounds to suspect that information is inaccurate, not current, false, misleading or incomplete, Precision Arts has the absolute right, in its sole discretion, to terminate its Services and close Client's account.

3. **PRIVACY.** Client can view Precision Arts' Privacy Policy, which is incorporated herein by reference, as it is applicable to all Precision Arts' Services. The Privacy Policy provides Client's rights and Precision Art's responsibilities with regard to personal information, which will not be used in any way inconsistent with the purposes and limitations provided in Precision Arts' Privacy Policy.

4. **ACCOUNT SECURITY.** Client agrees they are entirely responsible for maintaining the confidentiality of their customer number, login, password, credit card number, and PIN (collectively, the "Account Access Information"). Client agrees they are entirely responsible for any and all activities that occur under Client's account, and agrees to notify Precision Arts immediately of any unauthorized use of Client's account or any other breach of security. Client agrees Precision Arts will not be liable for any loss that Client may incur as a result of someone else using their Account Access Information, either with or without Client's knowledge. Client further agrees they could be held liable for losses incurred by Precision Arts or another party due to someone else using Client's Account Access Information. For security purposes, Client should keep Account Access Information in a secure location and take

precautions to prevent others from gaining access. Client agrees to be responsible for all activity in their account, whether initiated by Client, or by others on Client's behalf, or by any other means. Precision Arts specifically disclaims liability for any activity in Client's account, whether authorized by Client or not.

5. NO UNLAWFUL CONDUCT OR IMPROPER USE. Client can view Precision Arts' Anti-Spam Policy, which is incorporated herein by reference, as it is applicable to all Precision Arts' Services. The Anti-Spam Policy provides Client's rights and Precision Art's responsibilities with regard to Client's use of the Services, and if Client is using the Services, as determined by Precision Arts in its sole discretion, in association with spam or morally objectionable activities, and in the event Precision Arts deletes Client's Services because they are being used in association with spam or morally objectionable activities, no refund will be issued. Client agrees they will not be entitled to a refund of any fees paid to Precision Arts if, for any reason, Precision Arts takes corrective action with respect to Client's improper or illegal use of its Services.

6. NO SPAM; LIQUIDATED DAMAGES. Client agrees Precision Arts may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then Client agrees to pay Precision Arts liquidated damages of \$10 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with Client's account, otherwise Client agrees to pay Precision Arts' actual damages. Client acknowledges they have read and understand and agree to be bound by the terms and conditions of Precision Arts' Anti-spam Policy. Such terms and conditions are applicable to the use of all Precision Arts Services and are incorporated herein.

7. INTELLECTUAL PROPERTY. Client agrees that Precision Arts or its licensor holds all rights, title and interest in all Services and all intellectual property, including other rights related to intangible property, unless otherwise indicated. Client acknowledges that no title or interest in such Intellectual Property Rights is being transferred to Client and Client agrees to make no claim of interest in any such Services. Client understands and agrees that all content and materials contained in this Agreement, other policies, the Precision Arts website, and any affiliated websites, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Precision Arts or its licensor expressly reserves its rights in and to all such content and materials. Client further understands and agree that Client is prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of Precision Arts or its licensor. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to Client or conferred upon Client by this Agreement or otherwise.

As the designer, Precision Arts controls the artwork, and pursuant to U.S. copyright law, the copyright of the creativity and ideas belongs to Precision Arts, unless Precision Arts signs over exclusive rights to the intellectual property. Client may keep a flattened JPG, EPS, or TIF of the design -- as provided to Client by Precision Arts, but if Client would like to purchase those copyrights, it is generally acceptable to charge a fee of 3 or 4 times the original fee for Precision Arts to sign over rights to the intellectual property. This is because signing over

rights gives away possible future work and takes away Precision Arts' right to rework for Client's subsequent projects. If Client is interested in purchasing the copyrights, Client agrees to send Precision Arts a written request, and Precision Arts agrees to provide an estimate for that part of the project.

Except as expressly authorized herein or in any separate written agreement signed by the parties, Clients may not copy, modify, distribute, download, display, transfer, post, or transmit this site or its content in any form without Precision Arts' prior written permission. The following activities are also expressly prohibited without Precision Arts' prior written permission: use of any robot, spider, other automatic device, or manual process to monitor or copy this site or any of its content; "mirroring" this site or any content on any other server; collection or use of descriptions or prices for a supplier of competitive or comparable services; and any action that imposes an unreasonable or disproportionately large load on this site or otherwise interferes with its functioning.

The material provided on this site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyright in the content of this site is owned by Precision Arts and/or others. All rights are reserved. All trademarks are the property of their respective owners.

**8. USE OF PRECISION ARTS' HOSTING SOFTWARE.** If Client has licensed software from Precision Arts, Precision Arts grants Client a limited, non-exclusive, nontransferable and non-assignable license to use the software for such purposes as are ordinary and customary. Client is free to use the software on any computer, but not on two or more computers at one time. Client agrees not to alter or modify the Software. Client agrees they are not authorized to combine the Software with any other software program, create derivative works based upon the Software, nor is Client authorized to integrate any plug-in or enhancement which uses or relies upon the Software. Client further agrees not to reverse engineer, decompile or otherwise attempt to uncover the source code. Precision Arts reserves all rights to the Software; and any copies Client is authorized to make are the intellectual property of Precision Arts. The source code and its organization are the exclusive property of Precision Arts and the Software is protected by copyright, including United States Copyright Law. Except as expressly provided for in this section, this Agreement does not grant Client any rights in the Software, and all rights are reserved by Precision Arts. Precision Arts provides this Software "as is" without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

**9. FEES AND PAYMENT.** As consideration for the Software or Services purchased by Client provided by Precision Arts, Client agrees to pay Precision Arts at the time of order. All fees are due immediately and are non-refundable unless otherwise expressly noted, even if Client's Services are suspended, terminated, or transferred prior to the end of the Services term. Precision Arts expressly reserves the right to modify pricing through eMail notification and/or notice on its website or in writing. Payment may be made by Client by providing either a valid business check, money order, EFT, or cash. All checks will be delayed up to 10 days until the money is credited, which may delay Client's usage of the Software or Services. Client agrees

that if the EFT or bank draft is returned unpaid, they will pay a service charge of \$35.00 or the maximum amount allowed by law.

If Client signed up for a monthly hosting or Internet marketing plan, Client's billing must be prepaid prior to the start of the quarter, and Precision Arts will automatically renew Client's Services when they come up for renewal. If Precision Arts is charged a penalty for any fee resulting from Client's payment method, Client agrees that Precision Arts may pursue all available remedies in order to obtain payment. Client agrees that among the remedies Precision Arts may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to Client of any domain names or Services registered or renewed on Client's behalf. Precision Arts reserves the right to charge a reasonable administrative fee for administrative tasks outside the scope of its regular Services, including additional costs that it may incur in providing the Services and pass along to Client. These include, but are not limited to, customer service issues that cannot be handled over eMail but require personal service, fees incurred by third parties Client has elected to use as payment methods, including PayPal, and disputes that require legal services. These charges will be billed to the Client, and Client agrees that they are solely liable for arranging that Client's Services are renewed, and that Precision Arts shall not be liable to Client or any third party if it is unable to receive payment in order to renew Client's Services.

All transactions are processed in US dollars, and Client acknowledges and agrees that the pricing displayed during the checkout process is an estimate. Due to potential slight time delays between actual purchase and the payment settlement, the actual price charged may fluctuate. Precision Arts makes no representations or warranties that the estimated price will be the same or substantially similar to the actual price Client will pay and Client waives any and all claims based upon any discrepancy between the estimate and the actual price and the price paid and any subsequent refund. In addition, you may be charged VAT, based on the country indicated in Client's billing address section. Any amounts to be charged will appear during the checkout process.

Terms of payment are within Precision Arts' sole discretion, and unless otherwise agreed to by Precision Arts in a signed written document, payment must be made in a manner approved by this site and received by Precision Arts prior to our acceptance of an order.

**Prepaid Services:** Client agrees that Precision Arts makes no representations or warranties of any kind in connection with Prepaid Services. Precision Arts expressly reserves the right to deny, cancel or transfer any Account that it deems necessary, in its discretion, to protect the integrity and stability of the Prepaid Services system, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Precision Arts, as well as its affiliates, subsidiaries, officers, directors and employees. Precision Arts also reserves the right to freeze an Account during resolution of a dispute.

**Payment By Check:** The checking account must be at a financial institution in the United States, and the check must be payable in U.S. dollars. It is Client's responsibility to keep their checking account current, and to have available funds in it. Client agrees that Precision Arts will not be responsible for payments that fail to go through as a result of Client's checking

account no longer existing, or holding insufficient funds; and Client agrees that Precision Arts may pursue all available remedies in order to obtain payment. Client agrees that if the EFT or bank draft is returned unpaid, Client will pay a service charge of \$35.00 or the maximum amount allowed by law, which may be debited from Client's account using an EFT or bank draft.

Payment by PayPal: By using Precision Arts' pay by PayPal, Inc. ("PayPal") option ("Pay by PayPal"), Client can purchase Precision Arts' Software and Services using PayPal. In consideration for the Software and Services purchased by Client and provided by Precision Arts, Client agrees to allow PayPal to debit the full amount of this transaction from Client's PayPal account balance or the Preferred Funding Source Client established with PayPal, which is non-refundable. It is Client's responsibility to keep their PayPal Account current, to have available funds in it and to have their PayPal Account backed by a valid credit card. Client agrees that PayPal and Precision Arts will not be responsible for payments that fail to go through as a result of Client's Funding Source no longer existing, or holding insufficient funds. If for any reason PayPal is unable to withdraw the full amount owed for the Services provided, Client agrees that PayPal and Precision Arts may pursue all available remedies in order to obtain payment. Client agrees that if the transaction is returned unpaid, they will pay a service charge of \$35.00 or the maximum amount allowed by law, which may be debited from Client's account by PayPal or charged to Your Preferred Funding Source. By clicking the box labeled "I agree" to the terms of the Pay by PayPal terms, Client authorizes the information provided to be used for the creation of an electronic funds transfer (EFT), and Client authorizes a debit of THE FULL AMOUNT of Client's order from Client's PayPal Account or Preferred Funding Source.

Price Quotes: Any price quotations provided on this site shall be valid for the period stated. If no time period is stated, then the price charged for an order will be the price in effect the day Precision Arts accepts the order. Item prices shall be identified on the confirmation eMail received by Client at the time of order. Precision Arts may change item prices at any time without notice. Prices do not include charges for shipping and handling, and applicable taxes, and other miscellaneous charges. Printing services purchased from this site are subject to our Dispute Resolution Policy in effect on the date of our acceptance of your order.

10. LINKS. Precision Arts grants Client a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this site so long as the link does not portray Precision Arts or its services in a false, misleading, derogatory, or offensive matter. Client may not use the Precision Arts logo, trademark, or Precision Arts' name or trademarks, or other proprietary graphics in the link without the prior written permission of Precision Arts. Client agrees to allow Precision Arts from time to time, with or without notice to Client, to utilize the original designs created by Precision Arts for the promotion of Precision Arts' services. Precision Arts does not review or control third party websites that link to or from this site, is not responsible for their content, and does not represent that their content is accurate or appropriate. Client's use of such third party site is on their own initiative and at their own risk and may be subject to the other sites' terms of use.

11. REPRESENTATIONS AND WARRANTIES. Client, or the individuals who electronically, or in writing, execute this Agreement on behalf of Client hereby represent and warrant that they

have the right, power, legal capacity and appropriate authority to enter into this Agreement, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement. Client represents and warrants that they are 18 years of age or older, or that Client has an agent authorized by law to represent them who is 18 years of age or older who is entering into this Agreement on Client's behalf. Client warrants that each action Client makes is being done so in good faith and that they have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name. Precision Arts expressly reserves the right to deny, cancel or transfer any domain name registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Precision Arts, as well as its affiliates, subsidiaries, officers, directors and employees. Precision Arts also reserves the right to freeze a domain name during resolution of a dispute.

12. **PRINTING.** Precision Arts agrees to sell, and Client agrees to purchase, printing services from this site, subject to the terms and conditions hereof. Orders are not binding upon Precision Arts until accepted by Precision Arts. Other than as specifically provided in any separate formal purchase agreement between Client and Precision Arts, these terms and conditions may NOT be altered, supplemented, or amended by the use of any other documents. Any attempt to alter, supplement or amend this document or to enter an order for goods which is subject to additional or altered terms and conditions will be null and void unless otherwise agreed to in a written agreement signed by both Client and Precision Arts. Client understands that printing may be subject to a plus/minus 10% quantity over/underrun.

13. **SHIPPING AND HANDLING.** Precision Arts will accept orders for shipment to your "ship to" address. Shipments to post office addresses and to addresses outside the 50 United States or the District of Columbia require special arrangements and may include additional charges. Separate charges for shipping and handling will be shown on our eMail order confirmation. Client will be responsible for sales and all other taxes associated with their order, except for taxes on our net income. If applicable, a separate charge for taxes will be shown on our eMail order confirmation. Title to printing purchased at this site under this Agreement passes from Precision Arts or its fulfillment affiliates to Client on shipment.

14. **LIMITATION OF LIABILITY.** In no event shall Precision Arts be LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, whether such liability is asserted on the basis of contract, tort (including negligence), breach of warranties, either express or implied, any breach of this Agreement or its incorporated Agreements and policies, your inability to use the Software or Services, your loss of data or files or otherwise, even if Precision Arts has been advised of the possibility of such damages. Under no circumstances will Precision Arts have any liability with respect to any claims or damages, whether direct or indirect, special, incidental, consequential or punitive, as a result of Client's access or use of, or inability to access or use, this site or its content, even if they have been advised of the possibility of such damages. Client accesses and uses this site at their own risk. Some states may not allow such a broad exclusion or limitation on liability for damages as contained herein. In such states, Precision Arts' liability is limited to

the full extent permitted by law. Client agrees that in no event shall Precision Arts' maximum aggregate liability exceed the total amount paid by Client for the particular Software or Service in dispute purchased from Precision Arts.

15. **DISCLAIMER OF WARRANTIES.** Precision Arts has made every effort to present the content on this site accurately, but additions, deletions and changes may occur. Except as may be provided in any separate written agreement signed by the parties, goods, services, and/or content on this site is provided "as is", and neither Precision Arts, nor its representatives make any representation or warranty with respect to such products, services, and/or content. Precision Arts expressly disclaims ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRECISION ARTS MAKES NO WARRANTY THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PRECISION ARTS DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to Client.

16. **INDEMNIFICATION.** Client agrees to defend, indemnify and hold harmless Precision Arts and its contractors, agents, employees, officers, directors, shareholders, and affiliates from any loss, liability, damages or expense, including reasonable attorney's fees, resulting from any third party claim, action, proceeding or demand related to Client, including Client's agents affiliates, or anyone using their account, software or services with Precision Arts whether or not on Client's behalf, and whether or not with their permission; use of the Software or Services Client purchased from Precision Arts or Client's breach of this Agreement or incorporated agreements and policies. In addition, Client agrees to indemnify and hold Precision Arts harmless from any loss, liability, damages or expense, including reasonable attorney's fees, arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by Client, or any allegation that Client's account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of Client elsewhere. Should Precision Arts be notified of a pending law suit, or receive notice of the filing of a law suit, Precision Arts may seek a written confirmation from Client concerning their obligation to indemnify Precision Arts. Client's failure to provide such a confirmation may be considered a breach of this agreement. Client agrees that Precision Arts shall have the right to participate in the defense of any such claim through counsel of its own choosing. Client agrees to notify Precision Arts of any such claim promptly in writing and to allow Precision Arts to control the proceedings. Client agrees to cooperate fully with Precision Arts during such proceedings. Client agrees to cooperate fully with Precision Arts during such proceedings. Client agrees they will not be entitled to a refund of any fees paid to Precision Arts if, for any reason, Precision Arts takes corrective action with respect to Client's improper or illegal use of its services. Client also agrees that if Precision Arts is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a Traffic Facts account of Client's with Precision Arts, that Precision Arts, in

its sole discretion, may take whatever action Precision Arts deems necessary regarding further modification, assignment of and/or control of your account to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

17. **GOVERNING LAW, VENUE; WAIVER OF TRIAL BY JURY.** This agreement shall be deemed entered into in the State of Massachusetts. Except for disputes concerning the user of a domain name registered with Precision Arts, Client agrees that the laws and judicial decisions of Worcester County, Massachusetts, shall be used to determine the validity, construction, interpretation and legal effect of this Agreement. Client agrees that any action relating to or arising out of this Agreement shall be brought in the Courts of Worcester County, Massachusetts. For the adjudication of disputes concerning the use of any domain name registered with Precision Arts, Client agrees to submit to jurisdiction and venue in the U.S. District Court for the District of Massachusetts located in Boston, Massachusetts. Client agrees to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

18. **NOTICES.** Client agrees that all notices (except for notices concerning breach of this Agreement) from Precision Arts to Client may be posted on Precision Arts' website. Notices concerning breach will be sent either to the eMail or postal address You have on file with Precision Arts. In either case, delivery shall be deemed to have been made 5 days after the date sent. Notices from Client to Precision Arts shall be made either by email, sent to the address provided on the Precision Arts website, or first class mail to Precision Arts' address at: Precision Arts Advertising Inc., 57 Fitchburg Road, Ashburnham, MA 01430 USA.

19. **HEADINGS.** The headings in the Agreement are descriptive only and in the event of a conflict between a heading and the underlying terms of this Agreement, the terms of this Agreement shall control.

20. **ENTIRE AGREEMENT.** Client agrees that this Agreement including the policies and agreements it refers to, Privacy Policy, Anti-Spam Policy, Dispute Resolution Policy, and Artwork Files Policy constitute the complete and only Agreement between Client and Precision Arts regarding the Software and Services contemplated herein. Precision Arts has made every effort to present the content on this site accurately, but additions, deletions and changes may occur.

21. **SEVERABILITY.** Client agrees that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

22. **WAIVER.** The failure of Precision Arts to enforce any of the provisions within this Agreement or its incorporated agreements and policies against Client or others shall not be construed to be a waiver of the right of Precision Arts thereafter to enforce such provisions.

23. FORCE MAJEURE. Precision Arts will make every effort to keep its website and Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. Precision Arts shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or communications failures. Client agrees not to hold Precision Arts liable for any of the consequences of such interruptions.

24. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

25. SURVIVAL. Sections 1, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 shall survive any termination or cancellation of this Agreement.

## Privacy Policy

As referenced in the Agreement, the following is the Privacy Policy of Precision Arts.

For each visitor to the Precision Arts' website, the server automatically recognizes some information regarding the domain or eMail address. Precision Arts collects the eMail addresses of Clients who communicate with us via eMail; and the information collected is never shared with any other organization. We do not set any cookies. Personal information given to Precision Arts will not be sold or used for any other organization's promotional effort without your express consent. If you do not want to receive eMail from Precision Arts in the future, please send your eMail request to [info@precisionarts.com](mailto:info@precisionarts.com), with the subject "No eMail".

### Postal Address:

Precision Arts Advertising Inc.  
57 Fitchburg Road  
Ashburnham, MA 01430 USA

### Contact Information:

Terri Adams, President  
eMail: [info@precisionarts.com](mailto:info@precisionarts.com)  
Telephone: 978-855-7648  
Websites: [www.precisionarts.com](http://www.precisionarts.com) and [www.precisionarts.net](http://www.precisionarts.net)  
Nameservers: [ns1.precisionarts.net](http://ns1.precisionarts.net), [ns2.precisionarts.net](http://ns2.precisionarts.net)

If Client supplies Precision Arts with their postal address, they may receive periodic mailings from Precision Arts with information on new products and services or upcoming events. If Client does not wish to receive such mailings, please let Precision Arts know by calling or eMailing. Clients who supply us with their telephone numbers will only receive telephone contact from Precision Arts with information regarding orders they have placed or new products and services from Precision Arts only.

By sending information to Precision Arts through this site, by transmitting or otherwise, Client agrees that Precision Arts may use that information, subject only to the Precision Arts Privacy Policy, and except as may be provided in any other separate agreement in writing. Client may not transmit any threatening, defamatory, sexually graphic, inflammatory, profane, or other inappropriate material, and Precision Arts has no obligation to monitor eMail or transmission to this site; however, Precision Arts reserves the right to review such eMail or transmission and to remove any material that, in its judgment, is not appropriate.

Precision Arts does not partner with or have special relationships with any ad server companies or any eMail list harvesters.

Upon written request, Precision Arts provides Clients with access to review all information we maintain about them. Precision Arts has appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site.

## Anti-Spam Policy

As referenced in the Agreement, as a condition of use of Precision Arts' Services, Client agrees not to use them for any purpose that is unlawful or prohibited by the terms and conditions of the Agreement, and Client agrees to comply with any applicable local, state, federal and international laws, government rules or requirements. Client agrees they will not be entitled to a refund of any fees paid to Precision Arts if, for any reason, Precision Arts takes corrective action with respect to Client's improper or illegal use of Precision Arts' Services. Precision Arts reserves the right at all times to disclose any information as deemed necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Precision Arts' sole discretion. If Client has purchased Services, Precision Arts HAS NO OBLIGATION TO MONITOR Client's use of the Services. Precision Arts reserves the right to review Client's use of the Services and to cancel the Services in its sole discretion. Precision Arts reserves the right to terminate Client's access to the Services at any time, without notice, for any reason whatsoever. Precision Arts reserves the right to terminate Services if Client's usage of the Services results in, or is the subject of, legal action or threatened legal action, against Precision Arts or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. Precision Arts may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Except as set forth below, Precision Arts may also cancel Client's use of the Services if Client is using the Services, as determined by Precision Arts in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which Client conducts business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or

otherwise objectionable; activities designed to impersonate the identity of a third party; illegal access to other computers or networks, hacking; distribution of Internet viruses or similar destructive activities; and activities designed to harm or use unethically minors in any way. Notwithstanding anything to the contrary herein, in the event Precision Arts cancels Client's Services because they are being used in association with spam or morally objectionable activities, no refund will be issued. Client agrees they will not be entitled to a refund of any fees paid to Precision Arts if, for any reason, Precision Arts takes corrective action with respect to Client's improper or illegal use of its Services. Client agrees Precision Arts may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. Client acknowledges they have read and understand and agree to be bound by the terms and conditions of Precision Arts' Anti-spam Policy, and that such terms and conditions are applicable to the use of all Precision Arts Services and are incorporated herein.

## Dispute Resolution Policy

As referenced in the Agreement, Precision Arts expressly disclaims ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRECISION ARTS MAKES NO WARRANTY THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PRECISION ARTS DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to Client.

As referenced in the Agreement, Client agrees that the laws and judicial decisions of Worcester County, Massachusetts, shall be used to determine the validity, construction, interpretation and legal effect of this Agreement. Client agrees that any action relating to or arising out of this Agreement shall be brought in the Courts of Worcester County, Massachusetts, USA. For the adjudication of disputes concerning the use of any domain name registered with Precision Arts, Client agrees to submit to jurisdiction and venue in the U.S. District Court for the District of Massachusetts located in Boston, Massachusetts, USA.

### CANCELLATION AND REFUND

If Client chooses to cancel their order, Precision Arts will accept such cancellation submitted in writing to [info@precisionarts.com](mailto:info@precisionarts.com) and then immediately followed up with a phone call to 978-855-7648. A cancellation fee will be based on the production stages that the job has been processed through prior to the cancellation notice. Orders cancelled before artwork has been uploaded or before work has been done on the order will be refunded, minus any charges that have been incurred in handling the job. Orders cancelled after artwork has been uploaded, or after work has been done on the order, may be eligible for a refund. Orders cancelled after Proof Approval will not be eligible for a refund, but may be eligible for a Precision Arts credit for the shipping charge, depending on the size and difficulty in the prepping of the job.

Same Day Cancellation: Precision Arts will void the transaction if you cancel on the same day you placed your order; otherwise you may receive a Precision Arts credit in the form of a coupon given for the full amount of the order, minus any other applicable fees. Coupon may be used on any subsequent order. The coupon will be valid for up to 90 days, after which the coupon expires and the job is considered forever closed. All fees are subject to change at the sole discretion of Precision Arts. Precision Arts reserves the right to cancel orders, as it deems necessary to maintain its workflow and to avoid a financial loss of labor, materials, and expenses. We reserve the right to cancel any order we deem necessary. If Precision Arts does not receive Client's art file within 30 days of Client's order, the order will be canceled and is subject to any applicable cancellation fees.

All Sales are final. No refund will be issued on any job once a proof has been approved. If Client is unsatisfied with their order, Precision Arts will make every reasonable effort to fix the problem. Client has 7 days from the receipt of their product to make an issue known. Precision Arts will not be held responsible for time sensitive material or missed deadlines.

## Artwork Files Policy

Precision Arts will retain the original electronic artwork for 1 year after a customer order has been shipped. Occasionally, artwork will be archived for the convenience of the customer for easy reordering. Client is responsible for retaining copies of all artwork sent to Precision Arts. The rights to all design and artwork, including but not limited to photography and or illustration created by independent photographers or illustrators retained by Precision Arts, or purchased from a stock agency on Client's behalf, remain with Precision Arts, and Client may not use or reproduce the design or the design elements therein for a purpose other than the one originally stipulated. If Client wishes to use the design Precision Arts has created, and the design elements within it, for another purpose or project, Client must contact Precision Arts to arrange the transfer of rights and any additional fees before proceeding. Failure to do so may constitute copyright infringements and Client may be liable to damages. As detailed in the Terms of Service Agreement, Client agrees that Precision Arts or its licensor holds all rights, title and interest in all Services and all intellectual property, including other rights related to intangible property, unless otherwise indicated. Client acknowledges that no title or interest in such Intellectual Property Rights is being transferred to Client and Client agrees to make no claim of interest in any such Services. Client understands that as the designer, Precision Arts controls the artwork, and pursuant to U.S. copyright law, the copyright of the creativity and ideas belongs to Precision Arts, unless Precision Arts signs over exclusive rights to the intellectual property. Client may keep a flattened JPG, EPS, or TIF of the design, as provided to Client by Precision Arts, and if Client would like to purchase those copyright, Client agrees to send Precision Arts a written request, and Precision Arts agrees to provide an estimate for that part of the project.

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Client agrees that any photos, logos, artwork, text, image, design, trademark, service mark, or any copyrighted work of any third party, or documentation of any kind (Client supplied components) that Client provides to Precision Arts for the use in any advertising, printing or design services, or other applicable uses, are the property of Client, and Client agrees that they are the owner of the Client supplied components, having full rights to allow Precision Arts to utilize the Client supplied components, of which Client is the legal owner. Client warrants that Client supplied components do not infringe upon any rights of any third party, including copyright, trademark, right of publicity or privacy, and will not libel or defame any third party, and that Client has all required rights or permissions necessary to incorporate third party material into their product. Client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Client further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction; and Client agrees to indemnify and hold Precision Arts harmless for all liability, damages and attorney fees that may be incurred in any legal action connected with copyright infringement involving the design elements that Client provided. By submitting the final job, customer warrants that the Client supplied components contained within the job are not protected by any copyrights. Client agrees that any trademark or other protected name, image or design included in the their order for reproduction is being used with the permission of the owner. To that end, the Client agrees to hold Precision Arts and its affiliates harmless with regard to any action brought due to copyright infringement, including legal fees and costs. Precision Arts reserves the right to refuse to design or print any order for any reason at its sole discretion.

Precision Arts requires that new artwork be issued on all reorders and reprints that we are unable to locate, and Precision Arts takes no responsibility for any hardship or loss of the files. The reorder is strictly a convenience benefit to the Client.

Color Standards: While your order will look attractive, Precision Arts will not guarantee that colors will match any of the following:

- 1) Colors as seen on your computer monitor or a computer printout
- 2) Colors as printed on a previous orders, either from Precision Arts or another source
- 3) Colors from original photographs or other sources
- 4) Precision Arts does not guarantee the matching color in photographs or solids
- 5) Precision Arts will not issue a refund for proofs when a job is cancelled due to inability to match color.

If you are concerned about the colors on your printed job, a hard-copy proof will allow you to view the colors in the most accurate way possible, for an additional fee.

Client agrees that all changes must be submitted in writing, via eMail. All change requests are subject to a charge. Precision Arts cannot accept changes verbally. Changes are done as a courtesy to our Clients, and we will make every attempt to accommodate your requests, however, if a change is not made, Precision Arts will not be held responsible as long as the job is produced as originally ordered. After a job is approved, the only changes that can be made are shipping changes, and if your job has been approved for more that one business day we do not guarantee that shipping changes can be made.