



Terms & Conditions

Last Updated: March 5, 2018

1. Definitions

In this document, the following terms shall be defined thusly:

- 1.1 "Standard Terms" refers to the Terms and Conditions contained within this document.
- 1.2 "Company" refers to Veracity Digital Media, LLC.
- 1.3 "Client" refers collectively to the customer that purchased products or services from the Company as specified in the Invoice (the foregoing being referred to as "Products" and "Services" herein).
- 1.4 "Invoice" refers to any Invoice for Services and Products, and includes any terms set forth therein, which are hereby fully incorporated by reference subject to Section 2.3.
- 1.5 "Agreement" refers collectively to the Standard Terms in combination with the Invoice and any Attachments that amend the Standard Terms or Invoice and, which includes the scope of Services to be provided (as may be set forth in any of the foregoing).
- 1.6 "Policies" refers to the Company's Privacy Policy and Acceptable Use Policy, as well as the Digital Millennium Copyright Act.
- 1.7 "Confidential Information" refers to the Agreement, including pricing, and information regarding existing or contemplated Services, Products, techniques, processes, or other data provided by, affiliated with, or otherwise proprietary to the Company.
- 1.8 "Work Product" refers to all original works of authorship deliverables as specified in the Agreement and created by Company, but specifically excludes (i) all digital working files, source code and source materials or any other materials, information or data used in the creation, maintenance or revision of the deliverables, including, but not limited to technology, software, applications, data, or trade secrets; (ii) all third party proprietary materials that are incorporated into deliverables or otherwise required in order to be able to use the deliverables; and (iii) all pre-existing templates, forms, scripts, designs, source code and source data files and libraries are hereafter referred to as the "Company Materials").

2. Overview

- 2.1 The Client shall be responsible for all legal obligations laid forth in the Agreement.
- 2.2 The Agreement shall set forth all agreements between the Company and the Client.
- 2.3 In the event of any conflict between the Standard Terms and any terms in the Invoice, the Standard Terms shall take precedence, except in matters related to advertisement scheduling and pricing.

3. Services and Products Provided by the Company

- 3.1 The Invoice submitted by the Company shall be inclusive of all Services and/or Products to be provided under the Agreement. The Invoice is subject to acceptance by the Client and the Client shall notify the Company as soon as practicable but in no instance later than 3 business days following receipt if the Client contests the terms of the Invoice. Failure of the Client to notify Company within 3 business days following receipt shall be deemed to be Client's acceptance of the Invoice. Upon acceptance by the Client, the Invoice shall not be amended to include any other Service or Product, and no additional Service or Product will be provided without the creation of a new Invoice.
- 3.2 The Client must submit all requested changes to the Invoice in writing, and these changes must be accepted by the Company. Any changes not accepted by the Company shall not be considered part of the Agreement.
- 3.3 All Services rendered and/or Products provided by the Company pursuant to the Invoice shall be deemed accepted by the Client upon delivery to the Client.

4. Term of Agreement

- 4.1 The Term of Agreement between the Company and the Client shall commence on the start date specified in the Invoice as agreed upon by the Company and the Client ("Start Date"). The Term of Agreement shall terminate on the end date as specified in the Invoice as agreed upon by the Company in the Client ("End Date").
- 4.2 The Term of Agreement shall be automatically renewed after the End Date for successive 30-day periods until the Agreement is terminated by either the Company or the Client as permitted herein. Auto-renewal will, in each case, be billed at the then-current standard price for the Services and/or Products specified in the original Invoice.
- 4.3 The Client shall be responsible for the payment of all licensing fees as set forth in the Invoice ("Licensing Fees"). If the Client does not terminate the Agreement on the specified End Date, Licensing Fees will automatically be charged for each renewal period by the Company at the then-current rates , until the Agreement has been terminated.

5. Termination of Agreement

- 5.1 The Agreement may be terminated at any time by either the Company or the Client by sending a 30-day written termination notice of to the other party. Termination will be effective 30 days following the date of such notice. Termination shall be without waiver or penalty, except as set forth in Section 5.3 below.
- 5.2 Termination shall not relieve the Client of the obligation to pay in full, at the time of termination, all sums due and owing to the Company for the Services and/or Products included in the Invoice. If the Invoice allows for payment over time per an agreed-upon payment plan ("Payment Plan"), termination of the Agreement shall render the Payment Plan obsolete and all sums due and owing to the Company shall be paid in full on or before the effective date of termination.
- 5.3 All sums due and owing to the Company shall be paid in full no later than the effective date of termination. For the avoidance of doubt, all amounts set forth in an Invoice which are due for incomplete work in progress, regardless of whether such work has been delivered or not, will nonetheless be due in full on the date of termination in the event that the Agreement is terminated by the Client.
- 5.4 If the rights to a Service are not granted to the Client beyond the term of the Agreement, then the Client must immediately discontinue use of that Service upon the expiration or termination of the Agreement.

6. Confidential Information

- 6.1 The Company and the Client agree to use the other's Confidential Information solely for the purposes contemplated by the Agreement.
- 6.2 The Company and the Client agree not to disclose the other's Confidential Information to any third party, unless:
 - i. The disclosure is necessary and permitted in connection with the ability of the party providing the disclosure to fulfill its obligations or exercise its rights under the Agreement.
 - ii. The disclosure is required by applicable law, provided that the party providing the disclosure exerts reasonable effort to give the other party sufficient notice to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from unauthorized use or disclosure.
 - iii. The disclosure is made with the consent of the party whose Confidential Information is being disclosed.

7. Trademark and Copyright

- 7.1 The Client grants the Company a paid-up, royalty-free, non-exclusive license to reproduce, publicly and digitally display, transmit, broadcast, or otherwise make use of the Client's name, logos, trademarks, trade names, service marks, images (as provided

to the Company by the Client), website URLs, and slogans in the marketing and promotion of the Company and otherwise as necessary for Company to perform the Services or deliver Products to Client. This non-exclusive license extends to the Company's corporate websites, the websites of the Company's agents, and physical materials such as flyers, brochures, and print and television advertisements.

- 7.2 The Client grants the Company a paid-up, royalty-free, non-exclusive, revocable, non-transferable, limited license to all other intellectual property owned or controlled by the Client, including, but not limited to, name, logos, trademarks, trade names, service marks, images (as provided to the Company by the Client), website URLs, and slogans, solely to the extent necessary for Company to perform the Services or deliver Products to Client . Such a license shall terminate immediately upon the termination of the Agreement.
- 7.3 The Client agrees that the Company may include a design, development, and/or hosting credit that makes explicit reference to the Company, with or without links to one or more of the Company's websites, at or toward the bottom of each page of the Client's website or other Work Product.
- 7.4 The Client further agrees that the Company may copy, publish and display images or screen shots from Client's websites (to the extent that Company performed Services with respect to the same) or other Work Product on the Company's websites for the purpose of identifying Client as a customer of Company and displaying a case study of the Services and Products delivered to Client by Company. Client shall reasonably cooperate with Company by providing a testimonial regarding the Services for inclusion on Company's website. Client grants the Company a paid-up, royalty-free, non-exclusive license to reproduce, publish and display such testimonial on Company's website.

8. Work Product and Ownership: General

- 8.1 The Client shall have ownership of the Work Products provided by the Company upon payment in full for the Work Product or Work Products in accordance with the Agreement. Company agrees to assign to Client all right, title and interest in and to the Work Products upon payment in full by Client of all amounts due therefor.
- 8.2 The Client shall not claim ownership of any Company Materials and Company shall retain all right, title and interest in and to the Company Materials and to all intellectual property rights therein. In the event that any of the Work Product contains any Company Materials, then, subject to Sections 9 and 10 below, Company hereby grants to Client a non-exclusive, revocable, non-transferable, limited license to use such Company Materials solely as incorporated in the Work Products and only to the extent required for Client to use the Work Products during the term of this Agreement only.

9. Domain Names

- 12.1 The New Registrant assumes full and complete responsibility for, and acknowledges and agrees that the Company shall have no liability relating to:

- i. The actual registration of Client's website domain name(s) ("Domain Name").
- ii. The current registrant's legal right and ability to transfer registration of the Domain Name.
- iii. Any and all situations existing prior to this Agreement or that may arise which cause the transfer of registration of the Domain Name to a new registrant to either be delayed or not take place.
- iv. The validity or enforceability of the new registrant's entitlement to the registration of the Domain Name when the transfer is consummated.

10. Representations and Warranties; Indemnification

- 10.1 To the extent that an agency is executing the Agreement on behalf of a Customer, the agent represents that it has the authority to bind the underlying identified Client, and has bound the Client to all terms contained in the Agreement, including the Representation and Warranties.
- 10.2 Without limiting Section 9.1, the Client represents and warrants at all times that:
 - i. The Client has all necessary rights and authority to enter into the Agreement and to grant the Company the licenses specified in the Agreement.
 - ii. The execution of the Agreement by the Client, and the performance by Client of the Client's obligations and duties as specified in the Agreement, do not and will not violate any other agreement to which the Client is a party or by which the Client is otherwise bound.
 - iii. All content provided or used by the Client or otherwise accessible through a link contained in the Client's website or social media and networking outlets, will not:
 - a) Infringe or violate the privacy policy, terms of use, or policy governing the display and use of content on any third-party social media or networking website.
 - b) Infringe or violate the patents, copyrights, trademarks, rights of publicity, rights of privacy, moral rights, music performance or other music-related rights, or any other intellectual property or other rights of any third party.
 - c) Be misrepresentative, libelous, defamatory, obscene, or otherwise inappropriate.
 - d) Violate any applicable law or regulation.
 - e) Advertise any unlawful product or service or the unlawful sale of any product or service.
 - f) Use any trademark, trade name, or corporate name of the Company without the prior written consent of the Company.
- 10.3 The Client agrees to indemnify, defend, and hold harmless the Company, and its respective vendors, suppliers, subsidiaries, affiliates and Company's and its vendors', suppliers', subsidiaries' and affiliates' agents, partners, officers, directors, and

employees, from and against any and all liability, loss, damages, claims, and causes of action, including reasonable legal fees and expenses, arising out of or related to:

- i. Breach of any of the foregoing Representations and Warranties in this Section 9.
- ii. Any third-party claim arising from use of or access to the Client's website or any material to which users can link.
- iii. Any products or services made available to users through the Client's website.
- iv. Any third-party claim arising from the use of or access to the Client's website or social media or networking accounts related to the infringement of any patent, copyright, trademark, trade secret, or other intellectual property.

The Client shall be responsible for paying all claims, judgments, settlements, and defense costs, including attorney's fees, and shall prompt written notice to the Company of any indemnifiable claims.

- 10.4 The Client further warrants and represents that any information or content, including images, provided to the Company as part of the Agreement comply with requirements set forth by the Health Insurance Portability and Accountability Act of 1996, henceforth to be referred to as "HIPAA."
- 10.5 The Client agrees to enter into a HIPAA Business Associate Agreement in which the Company is designated as "Business Associate" so that the Company may perform functions and assist the Client in the performance of functions that are regulated by HIPAA. Such functions may include, but are not limited to:
 - i. Data aggregation
 - ii. Data analysis
 - iii. Practice management
 - iv. Any other function that may involve access to protected health information

11. Pricing and Payment

- 11.1 The Client is obligated to pay the Company in accordance with the pricing and terms specified in the Invoice.
- 11.2 Unless otherwise specified in the Agreement, the Client shall pay for the Services and/or Products included in the Invoice ,in advance of the Company providing these Services and/or Products.
- 11.3 The Company may supply the Client with an Invoice; however, payment for the Services and/or Products included in the Agreement is not contingent upon receiving this Invoice. The Client is responsible for making all payments by or on the dates that these payments are due pursuant to the Agreement even if the Client has not received an Invoice.
- 11.4 Any payment not received within 5 days of the payment due date, as specified in the Agreement, shall bear interest at the rate of 1.5 percent per month or \$35, whichever is greater. Client shall pay all such interest, in addition to the underlying amounts due.
- 11.5 The Client agrees that if the payment is not made within 5 days of the payment due date, as specified in the Agreement, the Company may seek to satisfy the Client's

payment obligations and to collect the payment. The Client agrees to pay all costs associated with the collection of the payment, including court costs and reasonable attorneys' fees, in connection with the enforcement of the Agreement.

- 11.6 The Client agrees that, upon the completion and launch of the Client's website, the Company will process for payment the remaining balance due against the Client's valid payment account or accounts on file, including credit cards, e-checks, and wire transfers.
- 11.7 Unless a specific payment date is requested all future payments that fall between the 1-15th of the month will be processed on the first business day of the month. All payments that fall between the 16th and end of the month will be processed on the 16th or the first business day thereafter.
- 11.8 All sales pursuant to the Agreement are final. Refunds, in full or in part, will not be made by the Company to the Client for any reason. If the Client elects to terminate the Agreement for any reason, the Client remains liable for all sums due under the Agreement.

12. Scope Change, Change Orders, and/or Delays Caused by the Client

- 12.1 Any additional work or modifications to work requested by the Client and not accounted for in the Invoice will be provided at the Company's current standard price or applicable hourly rate. A new and separate Invoice will be created, and the Client agrees to make payments for the additional work or modifications to work according to the ensuing Agreement.
- 12.2 If the Client agrees to be present at a video shoot on a specific date and fails to attend the shoot for any reason, the Client will be assessed a cancellation/rescheduling fee, proportional to the out-of-pocket costs incurred by the Company incident to the cancelled video shoot, including but not limited to hotel costs, rental vehicle costs, airfare, and other travel-related expenses.

13. Proprietary Rights

- 13.1 The Client agrees that it does not have any right to, nor will it claim any right or title to or interest in, the Company Materials or any related intellectual property rights, except those rights granted by license through the Agreement.
- 13.2 The Client agrees not to attempt in any manner to alter, modify, eliminate, conceal, or render inoperable or ineffective the tags, source codes, links, pixels, or modules necessary to or associated with the Company's collection of data used to assess the performance of its Services.

14. Waiver of Responsibility and Liability: Client Website Policy Documents

- 14.1 The creation and provision of privacy, acceptable use, DMCA, terms of service, and other legal policy documents contained within the Client's website and other online properties are the sole responsibility of the Client.
- 14.2 The Company assumes no responsibility for, or liability in connection with, the creation or provision of any of the legal policy documents contained within the Client's website or other online properties.
- 14.3 The Company will offer no counsel or advice in the creation or provision of any legal policy documents to be contained within the Client's website or other online properties, solicited or otherwise, at any time.
- 14.4 The Client is solely liable for all issues, legal or otherwise, connected with the legal policy documents contained within the Client's website or other online properties, including violations of local, state, and federal laws by the Client or a third party. The Client agrees that the Company shares no liability whatsoever for any matter in connection with these legal policy documents for the length of this Agreement and beyond.

15. Limitation of Liability

- 15.1 The Company, the Client, and their respective agents will not, under any legal theory and regardless of the form of action, be liable for any special, incidental or consequential damages, including damages for the loss of goodwill, work stoppage, lost profits, loss of revenue, loss of data, computer failure, and any and all other losses and expenses arising out of or relating to the Agreement, except in cases in which:
 - i. The Client or the Company is in breach of confidentiality obligations under the Agreement.
 - ii. The Client has infringed or misappropriated the intellectual property rights of the Company.
- 15.2 The aggregate liability of the Company or the Client arising out of or relating to the Agreement shall not exceed the total value of the Agreement, except with regard to:
 - i. The breach of confidentiality obligations under the Agreement by either the Client or the Company.
 - ii. The infringement or misappropriation of the intellectual property rights of the Company by the Client.

16. Disclaimer of Warranty

- 16.1 THE SERVICES AND/OR PRODUCTS SUPPLIED BY THE COMPANY ARE PROVIDED AND LICENSED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER

EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. The Company does not guarantee that the use of the Services and/or Products supplied will be free from error or interruption.

17. General Terms

- 17.1 This Agreement constitutes the entire Agreement between the Company and the Client concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written relating to the subject matter hereof. The Standard Terms hereof shall prevail exclusively over any written instrument submitted by the Company, including the Company's Invoice (except as specified in Section 2.3), and the Company hereby disclaims any terms therein, except for terms therein relating to advertisement scheduling and pricing, as specified in article 2.3 of the Standard Terms.
- 17.2 All notices under the Agreement will be in writing and will be delivered by personal service, confirmed fax, confirmed email, express courier, or certified mail, return receipt requested, to the address of the Company set forth below:

Veracity Digital Media, LLC
6531 W AVENIDA DEL REY
PHOENIX AZ 85083

- or at a different address as may be designated by the Company by written notice to the Client. Notice will be effective upon receipt.
- 17.3 This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Arizona. The Company and the Client irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Phoenix, Arizona. The Company shall be entitled to an award of its reasonable costs and expenses, including attorneys' fees, in any action or proceeding arising out of the Agreement.
- 17.4 No failure of either the Company or the Client to enforce any of its rights under the Agreement will act as a waiver of such rights. No waiver by either the Company or the Client of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect. No term or condition other than those set forth in the Agreement shall be binding on the Company unless in writing signed by duly authorized representatives of the Company and the Client.
- 17.5 The Company and the Client agree that their relationship does not and shall not constitute a partnership, joint venture, employment, or agency.

- 17.6 The Company may assign this Agreement to a subsidiary or business successor. The Client may not assign this Agreement to any other party without the prior written consent of the Company, which shall not be unreasonably withheld.
- 17.7 The Company and the Client acknowledge and agree that each has had the opportunity to seek the advice of independent legal counsel and has read and understood the Agreement. The Agreement shall not be construed against either the Company or the Client by reason of its drafting.
- 17.8 Except with respect to payment obligations hereunder, neither the Company nor the Client shall be deemed in default of the Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, generalized Internet interruptions, or any other cause beyond the reasonable control of the Company or the Client.

The Standard Terms are subject to change without notice.