



TERMS AND CONDITIONS PERTAINING TO:
BUY 2 MONTHS, GET ONE FREE - eWORKS! XL WEBSITES

VISTAPRINT LIMITED AND WEBSITE PROS, INC. ("Website Provider") HAVE DEVELOPED A BUSINESS RELATIONSHIP TO PROVIDE A COORDINATED SET OF WEBSITE RELATED SERVICES TO VISTAPRINT LIMITED CUSTOMERS. THESE ARE THE TERMS AND CONDITIONS (the "Agreement") APPLICABLE TO THE PURCHASE AND SALE OF WEBSITE RELATED SERVICES AMONG YOU ("Customer"), AND WEBSITE PROVIDER. IF CUSTOMER DOES NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, CUSTOMER MAY NOTIFY WEBSITE PROVIDER AT THE PHONE NUMBER LISTED BELOW WITHIN THIRTY (30) DAYS OF ITS ORDER AND THE SERVICES WILL BE CANCELED WITH NO FURTHER OBLIGATIONS BY EITHER PARTY. FAILURE TO NOTIFY WEBSITE PROVIDER OF CANCELLATION WITHIN SUCH PERIOD SHALL BE DEEMED TO INDICATE THAT CUSTOMER HAS READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THEM.

IN ADDITION, CUSTOMER MAY ELECT TO PURCHASE ADDITIONAL SERVICES FROM WEBSITE PROVIDER, OR ITS PARTNERS AND/OR OTHER THIRD PARTIES, WHICH HAVE THEIR OWN TERMS AND CONDITIONS AGREEMENTS AND ACCEPTABLE USE AGREEMENTS, ASIDE FROM THIS AGREEMENT. THOSE AGREEMENTS WILL BE PRESENTED TO THE CUSTOMER AT THE TIME OF PURCHASE AND/OR ACCOUNT LOGIN, AND IT IS THE CUSTOMERS' OBLIGATION TO REVIEW, ACCEPT AND ABIDE BY THOSE AGREEMENTS AS WELL AS THIS AGREEMENT. TERMS AND CONDITIONS FOR ALL OF OUR SERVICES CAN BE FOUND AT: www.websitepros.com/html/terms_and_conditions.html

Website Provider will provide Customer with the following services (the "Service"). Website Provider will build an eWorks! XL website (the "Website") with information provided by Customer and a "1-800" number associated with the Website with up to 200 minutes per month of local and long distance telephone service. Website Provider shall develop and host the Website on a network server accessible by the Internet via an assigned Universal Resource Locator ("URL") subdomain and register the Website URL with several World Wide Web Search Engines. Customer hereby grants to Website Provider and its subcontractors the necessary rights and licenses with respect to such Website to carry out obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by Website Provider. Optionally, the Customer may elect to purchase additional add-on services such as e-commerce, or advanced website options which are also covered by this Agreement.

1. Customer shall pay Website Provider for the Service provided. If Customer exceeds stated limits for any part of the Services, additional fees may apply based on posted rates. **IF THE SERVICE FEE IS PAID FOR TWO CONSECUTIVE MONTHS, THE FOLLOWING MONTH IS FREE.** All rates are stated net of all applicable federal, state, and local taxes. On any amounts not paid when due, Customer agrees to pay interest at the rate of 1.5% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then Customer agrees to pay the highest rate allowed by law. In addition, Customer agrees to pay all costs of collection, including costs of litigation and reasonable attorneys' fees. Customer agrees to execute financing statements and other instruments at Website Provider's request. A \$20 (Twenty U.S. Dollars) collection fee will be charged for all dishonored checks. A \$15 (Fifteen U.S. Dollars) fee will be assessed for the following reasons: (1) late payment, (2) payment with insufficient funds, (3) denied or invalid credit card number, or (4) restart of Service terminated for nonpayment. Payment is late after the fifth (5th) day of the month. Website Provider may change any fee, rate, or plan upon thirty (30) days' notice (except for hosting fees [see Section 4 herein]).



2. Customer shall be responsible for the following:
 - a. Ensuring the accuracy of materials provided to Website Provider, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business and contact information for the Customer.
 - b. Providing Website Provider with all necessary information, data, text, music, sound, images, photographs, graphics, video, messages, tags and custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) and other materials ("Content") in connection with development of the Website other than that which is supplied by Website Provider.
 - c. Contacting Website Provider for all changes, modifications, and enhancements to the Website and/or Service starting from the date of sale.
 - d. Contacting Website Provider with notice of Customer's decision to cancel or discontinue the Service starting from the date of sale. **CUSTOMER MAY CANCEL THE SERVICE, WITHOUT PENALTY OR OBLIGATION, AT ANY TIME DURING THE FREE 30-DAY TRIAL PERIOD. IF CUSTOMER DECIDES TO CANCEL PRIOR TO THE END OF THE FREE 30-DAY TRIAL PERIOD, CUSTOMER MUST CONTACT AND NOTIFY WEBSITE PROVIDER OF THE DECISION TO CANCEL. IF NO SUCH NOTIFICATION IS GIVEN TO WEBSITE PROVIDER BY CUSTOMER, WEBSITE PROVIDER WILL ASSUME CUSTOMER IS SATISFIED WITH AND ACCEPTS THE SERVICE, AND WEBSITE PROVIDER WILL BEGIN BILLING THE APPLICABLE SERVICE FEE DIRECTLY TO CUSTOMER'S TELEPHONE BILL, CREDIT CARD, OR AUTOMATED CLEARING HOUSE (ACH). THE STANDARD MONTHLY SERVICE FEE IS \$79.95. IF THE SERVICE FEE IS PAID FOR TWO CONSECUTIVE MONTHS, THE FOLLOWING MONTH IS FREE. ADDITIONAL DISCOUNTS FOR CREDIT CARD OR ACH PAYMENT MAY APPLY. CUSTOMER MAY CANCEL THE SERVICE UPON 72 HOURS NOTICE BY CALLING WEBSITE PROVIDER AT 1-800-311-2707.**
 - e. Obtaining Internet connectivity to access the Website, to send and receive e-mail, and to otherwise access and utilize the Internet.
 - f. To the extent Customer gathers any personal information about visitors to the Website, Customer will not share that personal information with any third party without first obtaining a visitor's consent.
 - g. Providing current and updated contact information (including e-mail address and fax number) for Website Provider's use in contacting Customer concerning the Website.
 - h. Customer represents to Website Provider that Customer is at least eighteen years old and is responsible for supervising the activities of any under-age user.
 - i. Ensuring that the Content provided by Customer does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties.
 - j. Ensuring the accuracy of materials provided to Website Provider, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer.
3. Customer understands that any fees and annual or monthly charges are nonrefundable.
4. Service commencement is initiated on the basis of a recorded order verification and begins on the date that the Website is up and available on the Internet. This is the site



"origination date" or "active date." Customer also understands and agrees that the Service provided by Website Provider is billed one month in advance and all charges represent the next month's full service. Current charges are not prorated upon cancellation. Customer agrees to pay all fees incurred by Customer and billed to Customer via credit card, check, local telephone company, and/or direct billing. Direct billing is due upon receipt of invoice. Website Provider reserves the right to adjust its hosting fees from time to time without prior notice to Customer.

5. Customer will use the Service in a manner which does not interfere with, disturb or disrupt other network users, services, or equipment, and Website Provider reserves the right to terminate or suspend Service without notice if such interference is determined by Website Provider to exist. Such interference or disruption includes, but is not limited to:
 - wide-scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums,
 - propagation of computer worms or viruses, and
 - use of the network to make unauthorized entry to other computational, information, or communications devices or resources- This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

6. Website Provider reserves the right to deny, terminate, or suspend Service without notice if, in Website Provider's sole discretion, the Service is used by Customer in a manner that violates or may violate the following standards, and Website Provider reserves the right to reject, alter, modify, or remove the Website, Website domain name, URL address, or any Content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which Website Provider in its sole discretion deems to be:
 - a. An infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right. By using the Service, Customer represents and warrants that any name or word submitted to be used as all or part of the URL associated with the Website does not infringe any trademark or domain name rights of any third party. Moreover, Customer warrants that it has a present good faith intention to use the URL it requests in connection with a commercial or personal endeavor and that it is not merely "cybersquatting," i.e., obtaining the URL merely to attempt to sell the rights to the URL or subdomain to some third party.
 - b. In violation of any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders.
 - c. Offensive, including without limitation, bigotry, racism, discrimination, hatred, or profanity; is disparaging, defamatory, libelous, or results in an invasion of privacy; promotes or provides instructional information about illegal activities or physical harm or injury to any group, individual, institution or property; or infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret or patent right; or may violate any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders; or

- d. States or implies that the Website is placed by Website Provider or any party with a contractual relationship with Website Provider, or that such parties endorse the Customer's products or services.
 - e. Pornographic or obscene. Website Provider neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Website Provider reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any Service rendered to Customer by Website Provider are an appropriate recompense to Website Provider for the time required to respond to and address issues created by Customer's illegal or obscene site/content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this policy, Website Provider will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, the Website, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.
 - f. Violent or encouraging violence.
 - g. Disparaging, defamatory, libelous, or resulting in an invasion of privacy.
 - h. Promotion or providing of instructional information about illegal activities or physical harm or injury to any group, individual, institution or property, or encouraging illegal or criminal conduct.
 - i. Promotion or facilitation of, or engaging in, consumer deception or fraud, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities.
 - j. Intentional holding of Website Provider (including its affiliates) or their employees or stockholders up to public scorn, ridicule, or defamation.
7. The Service is provided on an "as is" and "as available" basis. Website Provider's entire liability and Customer's exclusive remedy against Website Provider for any failure of service under this Agreement, or the performance or nonperformance of any obligation under this Agreement, shall be limited to a refund of amounts paid to Website Provider during the period of time that the Services contracted for were interrupted or not provided properly or continuously. The entire liability of Website Provider, and Customer's exclusive remedy against Website Provider for errors in the Website (other than those errors caused by Customer) shall be the correction of such errors upon notice from Customer. **EXCEPT AS EXPRESSLY STATED HEREIN, CUSTOMER'S USE OF THE SERVICE IS AT ITS OWN RISK AND WEBSITE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WEBSITE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.** Website Provider disclaims and shall not be liable for any other loss, injury, cost or damage suffered by Customer or any third party and shall in no event be liable for consequential, special, or indirect or incidental damages, including without limitation, damages for loss of business profits, business interruption, or loss of data, arising out of or in any way connected with the use of the Website and any information available on it, and the delay or inability to use the site or any information, even if Website Provider has been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Except as expressly stated herein, Website Provider disclaims any and all



warranties to Customer, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose.

8. Website Provider will not be liable to any third parties for any direct, incidental, or consequential losses or damages suffered by such third parties for any reason, whether foreseeable or not, including, without limitation, damages for loss of profits, loss of income or earnings, loss of business opportunities, injury, or other loss or damage resulting directly or indirectly out of or in connection with the Service, or through use of the Website. The foregoing shall apply despite any negligence, misconduct, errors, or omissions by Website Provider, including without limitation its employees, representatives, agents, or technical operations. Customer assumes sole responsibility for:
 - a. acquiring any authorization(s) necessary to use intellectual property (including, but not limited to, copyrights and trademarks) or information of third parties;
 - b. acquiring any authorization(s) necessary for hypertext links to third party websites;
 - c. the accuracy of materials provided to Website Provider, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer; and
 - d. ensuring that the Content provided by Customer does not infringe or violate the intellectual property rights or any other right of any third party. Website Provider shall have no liability and shall be held harmless for any content provided by Customer that infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses. Website Provider disclaims any responsibility for any content, goods, and services available through the Website, or the quality or accuracy of any information in the Website. Website Provider will not endorse, warrant, or guarantee any product or service offered through the Website, and will not be a party to or in any way monitor any transaction between Customer and third-party purchasers of products or services resulting from the Service or use of the Website, including, without limitation, all sales of goods or services, credit card transactions, banking or securities transactions, or any business, service, or merchandise agreements. **WEBSITE PROVIDER DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO THIRD PARTY USERS OF THE WEBSITE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.**

9. Customer agrees to defend, indemnify, and hold harmless Website Provider and each of Website Provider's officers, directors, employees, agents, and affiliates from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim against Website Provider in connection with the Website (including, but not limited to, Content) or the URL and (ii) any and all losses, costs (including reasonable attorney's fees), expenses, damages, assessments, or judgments (collectively, "Liabilities"), resulting from any claim against any of such parties in connection with the Website, (iii) any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content and (iv) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including Website Provider's reasonable legal fees and expenses (whether incident to the foregoing or to Website Provider's enforcement of said rights or defense and indemnity).



10. Website Provider reserves the right to suspend or terminate Service with or without notice to Customer if Website Provider determines, in its sole discretion, that Customer has failed to comply with its obligations as set forth in this Agreement.
11. As between Customer and Website Provider, all Content provided by Customer to Website Provider for inclusion to the Website shall remain the sole and exclusive property of Customer. Customer acknowledges that all Content is owned by Customer or that Customer has a legal right to such Content. With the exception of Customer's ownership interest as identified in the previous two sentences, ownership interest to the Website, including, but not limited to, the URL address, HTML coding, scripting, copyrights, domain name and all other intellectual property rights, shall remain exclusively with Website Provider. Upon termination of the Service, should Customer desire to obtain the proprietary, copyright, or ownership rights to the Website, Customer must obtain express, written permission from Website Provider, and Customer shall compensate Website Provider a royalty fee of twelve (12) times the then-current monthly fee received by Website Provider for the Service as compensation for assignment of the proprietary rights to the website. Such ownership or proprietary rights assignment shall be limited to the actual URL address, Website and its underlying HTML script or coding as developed for Customer by Website Provider, but shall not include any rights to Website Provider's software, trade secrets, methodologies, processes, proprietary functions, know-how, and all intellectual property including, but not limited to, all copyrights, trademarks, patents, and trade secrets related to Website Provider's products or services, which shall remain the sole and exclusive property of Website Provider and its suppliers, affiliates, partners, and licensors.
12. This Agreement shall be governed by the laws of the State of Florida, without giving effect to principles of conflict of laws contained herein. Customer agrees that any judicial proceeding for the breach of or enforcement at law or equity of this Agreement or any provision hereof shall be instituted only in a federal or state court of competent jurisdiction in the city of Jacksonville and the State of Florida, and Customer consents to the jurisdiction of such court, and waives the right to challenge the jurisdiction of such court on grounds of lack of personal jurisdiction or to seek a change of venue. This Agreement constitutes the entire agreement of the parties relative to its subject matter, and shall not be waived, modified, or supplemented in whole or in part except in a writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
13. Any failure by Website Provider to enforce any of its rights under this Agreement or any applicable laws shall not constitute a waiver of such right. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, Customer, Website Provider, and the court shall endeavor to give effect to the intent reflected in that provision, and the remaining provisions shall retain their full force and effect.
14. This Agreement constitutes the entire agreement of the parties relative to its subject matter. Customer may not waive, modify or supplement this Agreement in whole or in part, except for written permission or amendment by Website Provider. Website Provider reserves the right to unilaterally modify and revise the Terms and Conditions of this Agreement from time to time. Such modifications or revisions shall be provided to Customer via the Notice provisions set forth in Section 15 herein, and Customer shall be deemed to have accepted, and to be apprised of and bound by, any such modifications or revisions to the Terms and Conditions, and may only reject such modifications or revisions by canceling the Service.



15. Notice to Customer shall be deemed effective when a) sent via e-mail to the last known Customer contact e-mail address, or if none, to the last known Customer fax number, or if none, when deposited in first-class U.S. mail with sufficient postage attached addressed to the last known Customer mailing address or b) posted at http://www.vistaprint.websitepros.com/html/terms_and_conditions_eworks_vp.pdf as updated from time to time. Notices required to be given my Customer may be made by calling 1-800-311-2707.
16. This Agreement does not create any agency, employment, partnership, joint venture, franchise, or other similar or special relationship between Customer and Website Provider. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever.

Your rights and obligations under this Agreement shall not be transferred or assigned directly or indirectly without the prior written consent of Website Provider.

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