

ENCORE VISIONS

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ENCORE VISIONS TERMS & AGREEMENTS

1. INTRODUCTION.

Encore Visions provides its services, to all end users who access some or all of our services but are not established clients ("Visitors") as well as those who pay a monthly or yearly service fee to subscribe to the services ("Clients"). By using the services you agree to be bound by this Agreement and to use the services in compliance with this Agreement and other user policies. If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the services, and if you are a current Client, you must terminate your use of the Services under Section 7.

2. DESIGN AND CONTENT

(A) All website & print designs will remain the copyrighted, intellectual property of Encore Visions, and may not be used for any other purpose with out expressed written consent of Encore Visions. This includes all of the graphics and text of the design template as well as any coding, scripting and/or forms. This does not include any graphics, images, and or logos provided by you, the client, for the use within your website or print designs.

(B) Website & print designs created by Encore Visions may be used at anytime for advertising in several outlets including, but not limited to, the Encore Visions website, Facebook, and email marketing. Encore Visions will not release any confidential information in this advertising including personal information, production numbers, etc.

(C) All content, including graphics, images, text, links, and any media, within the website is the sole responsibility of the contracting party and not the responsibility of Encore Visions. As the website owner, you assume full responsibility for any content published on your website. Upon request, Encore Visions will transfer content from another website, to your new Encore Visions website assuming that the website the content is to be transferred from is owned by the contracting party. Encore Visions is not

responsible for losses, oversights or omissions that are made due to the transferring process.

(E) Any materials (photographs, graphics, music etc.) sent to Encore Visions for use on your website or in your print materials in the design, content area or elsewhere are assumed by Encore Visions to be legally obtained by you. Encore Visions assumes no responsibility for copyright infringement on any of the above mentioned materials which are used on your website.

3. SECURITY AND PRIVACY

(A) All information provided to Encore Visions shall remain confidential. We will never sell, trade, or exchange email addresses or other information with any third parties unless specifically requested to do so by the client.

(B) Due to the lack of security provided by email, Encore Visions will never ask you to send any credit card or other sensitive personal information via email. If you ever receive an email which appears to come from Encore Visions and asks for credit card or personal information which is to be sent via email, please notify us at accounting@encorevisions.com as soon as possible.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Except for certain products and services specifically identified as being offered by Encore Visions, Encore Visions does not control any materials, information, products, or services on the internet. The internet contains unedited materials, some of which are sexually explicit or may be offensive to you. Encore Visions has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for use of the services and the internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the internet.

The services are provided on an "as is" and "as available" basis. Encore Visions does not warrant that the services will be uninterrupted, error free or free of viruses, or other harmful components. Encore Visions makes no express warranties and waives all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability, suitability, or fitness for a particular purpose regarding any merchandise, information or service provided through Encore Visions or the internet generally. No advice or information given by Encore Visions or its representatives shall create a warranty. Encore Visions and its employees are not liable for any

costs or damages arising directly or indirectly from your use of the services or the internet including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages. In any event, Encore Vision's cumulative liability to any member for any and all claims relating to the use of the services shall not exceed the total amount of service fees paid during a one-year period.

5. WEBSITE USAGE

(A) Our site on the World Wide Web with its homepages in the domain "encorevisions.com" or any other site operated by Encore Visions is an information service offered by Encore Visions to clients and visitors. We may provide links on the Web site to other Web sites which are not under our control. In general, any Web site which has an address which does not contain "encorevisions.com" is such a Web site. These links are provided for convenience only and are not intended as an endorsement by Encore Visions of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

(B) You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must contain a text-only link clearly marked "Encore Visions Web site", (b) the link must "point" to the URL "http://www.encorevisions.com" and not to the other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademarks, (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Encore Visions, (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) Encore Visions may revoke consent to link to our Web site at any time in its sole discretion. All other hypertext links to the Web site must be approved in writing by Encore Visions.

6. TERM OF AGREEMENT

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the services, and, if you are a client, to terminate your contract. All termination fees will apply.

7. TERMINATION AND CANCELLATION

(A) Without prior notice, Encore Visions may terminate this Agreement or your use of the services, for any reason, including, without

limitation, if Encore Visions, in its sole discretion, believes you have violated this Agreement or any of the applicable user policies, or if you fail to pay any charges when due. Encore Visions may provide termination notice to you by email addressed to your email account or by US Mail or courier service to the address you provided for the services. All notices to you shall be deemed effective immediately.

11. MISCELLANEOUS

(A) This Agreement, and Encore Visions' other user policies posted on Encore Visions' website constitute the entire agreement between you and Encore Visions with respect to your use of the Services. Encore Visions may revise, amend, or modify this Agreement, and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective 30 days after Encore Visions posts notice to clients via email or postal mail.

(B) Venue for any cause of action arising out of the Agreement between the parties shall be Stonewall County, Texas.