

## CLIKSIMPLE LLC.

### TERMS AND CONDITIONS

1. CLIKSIMPLE shall provide the number of digital cameras (the “Cameras”) agreed by the parties for use at the Event by the guests.
2. All photographs taken at the Event (the “Images”) will be posted at a location (the “Event Site”) on the CLIKSIMPLE website (the “Site”) at for review by Host within 7 days from the Event date. Host shall, prior to publication, edit all Images and shall advise CLIKSIMPLE as to any Images that shall not be published. CLIKSIMPLE reserves the right not to publish any Image that it deems, in its sole discretion, to be inappropriate. CLIKSIMPLE will provide Host with an unedited C.D. of all Images taken at the Event. Host shall defend, indemnify and hold harmless CLIKSIMPLE from any and all losses, claims, demands, damages, causes of action and expenses, including attorney’s fees, arising out of, related to or resulting from the publication, or non-publication, of any Image.
3. Host shall notify all the guests that their image may appear on the Site or Event Site and/or may otherwise be published to, or by, the Host. The Images chosen to be published shall be published as follows (in accordance with event contract):
  - Host may choose to allow unrestricted access to the Images on the Site.
  - Host may choose that the Event title and date shall be listed on the Site and shall be used to access the location of the Images at the Event Site.
  - Host may choose to allow access to the Event Site only by invitation via a link sent by Host (may be password protected).
4. Upon execution of this Agreement, Host shall pay CLIKSIMPLE: (i) by credit card a \$150 non refundable deposit to guarantee the Event date and Cameras; provided, however, that said deposit shall be refunded should Host provide CLIKSIMPLE written notice of cancellation of the Event prior to 30 days from the Event date plus (ii) One-half of the Service Fee, which is non refundable; provided, however, that said one-half Service Fee shall be refunded should Host provide CLIKSIMPLE written notice of cancellation of the Event prior to 15 days from the Event date.
5. Should Host give CLIKSIMPLE written notice less than 30 days from the Event date that Host desires to reschedule the Event, CLIKSIMPLE will attempt to reschedule the Event date; provided, however, that if CLIKSIMPLE, in its reasonable discretion, can not reschedule to the date(s) requested by Host, the Event date shall be deemed to have been cancelled with less than 30 days notice.
6. The Cameras shall be inspected by both CLIKSIMPLE and Host as to the number returned and damage. Host shall be liable for any lost or damaged Cameras and shall pay CLIKSIMPLE the sum of \$185 for each missing or damaged Camera plus \$25 for each missing memory card. Host hereby irrevocably authorizes CLIKSIMPLE to charge to the credit card used for the deposit a sum equal to (i) the difference between the deposit and the total charges for missing and damaged Cameras and missing memory cards plus (ii) the balance of the Service Fee, in the event the balance of the Service Fee is not paid by Host at the conclusion of the Event. All sums due to CLIKSIMPLE shall be paid by Host within 7 days from the Event date and prior to the posting of the Images on the Event Site.
7. CLIKSIMPLE shall have the unrestricted right to cancel the services to be provided by it herein at any time due to acts of God or the occurrence of any event outside of its control that would make it impossible or impractical to perform, in which event the deposit and one-half Service Fee shall be returned to Host. Should the Event be held outside and should CLIKSIMPLE determine, in its sole discretion, that the weather conditions are or may become such that the Cameras might be damaged, CLIKSIMPLE may cancel the use, or continued use, of the Cameras in which event (i) if any photographs were taken the parties shall be bound by all terms and conditions of this Agreement or (ii) if no photographs were taken Host shall be liable for the deposit and one-half Service Fee but shall not be liable for the balance of the Service Fee.

8. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, CLIKSIMPLE WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY: (I) FOR ANY AMOUNT IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID BY HOST TO CLICKSIMPLE FOR THE SERVICES PRIOR TO THE DATE THE CAUSE OF ACTION AROSE; OR , (II) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, GOODWILL, TIME SAVINGS, OR REVENUE.

9. The Host agrees to, and shall hereby, indemnify and defend CLIKSIMPLE and its successors and assigns, and the members, employees, representatives and agents against, and hold them harmless from, all losses, costs, liabilities, damages, claims, and expenses, including reasonable attorneys' fees, arising out of or resulting from or related to the posting and publication of the photographs and Images on the Site and/or Event Site.

10. If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in connection with such enforcement

11..This Agreement contains the entire and exclusive agreement and supersedes all previous communications, representations and agreements, oral or written, between us with respect to this subject matter. Any extraneous communications, including promotional or web site materials, are specifically excluded from this Agreement

I hereby accept these terms of agreement:

(Print name) \_\_\_\_\_ Date: \_\_\_\_\_

(Signature) \_\_\_\_\_ Date: \_\_\_\_\_